

**LEGACY HALL
POLICIES AND PROCEDURES**



**Legacy Hall
4301 New Town Avenue
Williamsburg, VA 23188**



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Introduction

James City County owns and manages Legacy Hall, located in the New Town community. The facility is available for use by governmental, civic and community groups as well as the public on a fee basis, with certain restrictions. User/rental fees offset tax-supported funds to operate the building.

A. Facility Amenities

1. **Meeting Rooms** – Legacy Hall features two adjoining meeting rooms, one large and one small, which can be used together or separately. Both rooms can accommodate audio-visual presentations. Twenty round tables (60” in diameter) and 175 cloth seated chairs and 100 stackable chairs are provided and can be arranged in a variety of configurations to fit any occasion.
2. **Kitchen** – Kitchen amenities include a refrigerator, sink, microwave, icemaker, double oven (*stovetop/burners are not present*) and counter space.

Legacy Hall	Square Footage	Capacity Seated (Lecture Style)	Capacity Seated With Tables
Combined Rooms	2,358	275	160
Large Meeting Room (49’ x 38’)	1,862	215	120
Small Meeting Room (16’X31’)	496	60	40

Note: *The overall occupancy of Legacy Hall must not exceed 299 people at any time.*

B. Facility Use

Eligible Organizations

1. **Government:** Such as State and Federal Agencies, Board of Supervisors, County type Departments, Boards and Commissions, Schools and Libraries.
2. **Individuals, Civic Groups, Private Businesses and Non-Profit Organizations:** Individuals, civic and neighborhood associations, private businesses and organizations and non-profit organizations.

NOTE: *Any activities for which participants are charged a fee, the County will receive 10% of gross receipts. Local civic associations, public, or local non-profit organizations are exempt.*

Permitted Uses

1. Meetings/seminars. *Civic clubs, church groups, neighborhood associations, boards and commissions, political gatherings, town meetings, etc.*
2. Arts and Educational events.
3. Celebrations. *Weddings, anniversaries, birthdays, graduations, retirements, showers, family reunions, potlucks, private banquets, etc.*
4. Other appropriate uses as approved by the County Administrator or designee.

Prohibited Uses

1. The serving of alcoholic beverages at any function where guests/participants have received neither an invitation nor a ticket.
2. Gatherings that can facilitate disorderly conduct as detailed in the James City County Code. *The County Code is available at the County Attorney's Office and online at [/www.jamescitycountyva.gov/attorney/county-code.html](http://www.jamescitycountyva.gov/attorney/county-code.html).*

Use of West Terrace

1. The West Terrace, the brick patio area adjacent to Legacy Hall and bordered by Sullivan Square, is available for use in conjunction with events in the facility. Use of the West Terrace does NOT include use of Sullivan Square (open/green space). James City County does not own or operate Sullivan Square, and its use is not included in your Legacy Hall Reservation Agreement. Sullivan Square is managed by Town Management and if you are interested in renting Sullivan Square, please call 757-565-6200. Please note that Town Management may schedule events in Sullivan Square, which may occur at the same time of your function.

C. Facility Operating Hours

Legacy Hall is not available on James City County observed holidays.

Regular, Normal Reservation Hours: 8 a.m. until 11 p.m.

1. A tour of Legacy Hall is available by appointment only, during business weekdays, 8 a.m. to 3:30 p.m.
2. Unless an event is scheduled, the facility remains locked at all other times.

D. Reservation Policy

1. Reservations are accepted on a first come, first serve basis on business weekdays, 8 a.m. to 5 p.m.
2. To reserve space, the Applicant/User must first submit (a) a facility Reservation Agreement to James City County Parks and Recreation along with (b) a non-refundable \$25 processing fee; reservations made less than 30 days before the event will be charged an additional, non-refundable, \$25 processing fee, and (c) the applicable security deposit.
 - (a)▶ The Reservation Agreement must designate an Applicant/User. Individuals reserving the space must be at least 21 years old and must accept the responsibility for use of Legacy Hall during the date and time agreed. All events must maintain a minimum age ratio of 1:20 (one person 21 years old or older to every 20 people in attendance who are aged 20 years or younger).
 - (b)▶ The non-refundable processing fee is not applied to the final rental fee.
 - (c)▶ A security deposit will be due at the same time as the Reservation Agreement and processing fee. The security deposit will be refunded, provided no damages have been incurred. However, if the reservation is cancelled less than 60 days before the event date, the security deposit will be forfeited.
3. Reservations for Legacy Hall are accepted up to one year in advance of the event date. Exceptions will require approval from the County Administrator or designee.
4. Reservations become final once the processing fee, security deposit and all rental fees are paid. Fees are due 30 days before the event. If all fees are not paid on time, the reservation will be cancelled and the processing fee (s) and the security deposit forfeited.
5. Cancellation of a reservation by the Applicant/User must be made in writing and received by Parks and Recreation at least 60 days before the scheduled event date to receive a refund. The reservation fee paid and the security deposit will be refunded, but the processing fee(s) will not be refunded. Cancellations received less than 60 days before the event date will forfeit the security deposit.
6. Reservations are subject to modification due to unforeseen circumstances beyond James City County's control. In these cases, a full refund including processing fees will be issued if another suitable date cannot be determined.
7. All reservations will be subject to approval of the County Administrator or designee depending upon the nature of the activity.
8. Requests for repeat activities on a weekly or monthly basis are considered Long Term rental requests and will require approval from the County Administrator or designee.

E. Fee Policy

1. Fees apply to all Applicants/Users. James City County reserves the right to adjust fees for extraordinary circumstances, with the County Administrator's approval.
2. Payments in cash, check or credit cards are accepted. Checks should be made payable to ***Treasurer, James City County***. Payments are accepted during operating hours at the James City County Parks and Recreation Administrative Office, 5320 Palmer Lane, Suite 2A, Williamsburg, Virginia, 23188.
3. Fees will be determined in accordance with the rate schedule and the hours the facility is made available to the Applicant/User. **This includes time associated with opening the building for such activities to include delivery of rental equipment, florists, catering companies, decorating, as well as cleanup.**
4. James City County shall be entitled to 10% of gross sales tickets, concessions, and other revenue generating activities offered at Legacy Hall. Properly permitted groups may charge ticket fees for entry or sell items with advance approval of the County. Proof of business license may be required. (Local Civic Association, Public, or Local Non-Profit Organizations are Exempt.)
5. Damages incurred in excess of the security deposit amount will be assessed by the County and charged to the Applicant/User, in addition to the loss of deposit. Deposits will not be refunded in the following circumstances:
 - damage to the facility or grounds
 - damage to facility equipment or appliances
 - failure to properly clean up food, beverages and trash – both inside and outside - including areas surrounding the West Terrace on Sullivan Square
 - incomplete removal of decorations, rental furniture or equipment
 - for any time in excess of the contract time an additional \$150 per hour, regardless of time over, will be charged to the Applicant/User and/or deducted from the security deposit
 - other like reasons
6. For those events so designated by the County, a uniformed Police Officer from the James City County Police Department will be required to provide security. The Officer will be provided at the Applicant/User's expense. Please call the James City County Police Department for assistance at 757-253-1800.

F. User Responsibilities

Set Up Procedures

1. Room setups **are due no later than 14 days prior** to the event date. If the room setup is not received at this time, the user is responsible to complete their own setup and *must be completed within the time period reserved on the Reservation Agreement.*

2. Set up of James City County-owned equipment: County Staff will setup the room based on the submitted room setup from the user – All other setups or changes will be the responsibility of the user.
3. Set up and preparation time performed by non-County staff needs be included in the hours reserved.

Clean Up Procedures

1. The facility and grounds adjacent to Sullivan Square must be cleaned, decorations and trash removed and the building vacated by the “Out Time” indicated on the Reservation Agreement. If not, the cost of cleanup and additional hourly use will be deducted from the security deposit. NOTE: For any time in excess of the contract time an additional \$150 per hour, regardless of time over, will be charged to the Applicant/User and/or deducted from the security deposit.
2. The Applicant/User is responsible for removal of all personal articles, including leftover food, decorations, etc.
3. The Applicant/User must wipe down all walls, table tops, chairs, counter tops and appliances. The Applicant/User must ensure the interiors of the oven and refrigerator are clean (food is removed and spills are cleaned).
4. The Applicant/User is not required to mop, but may be asked to spot clean.
5. The Applicant/User must have all non-County rental equipment and furniture removed from the facility at the conclusion of the event. Failure to do so may result in the loss of the security deposit.

G. Insurance

1. If applicable, the Applicant/User must provide evidence of liability insurance covering the event to be conducted at Legacy Hall. This documentation shall be furnished as a Certificate of Insurance meeting the following specifications:
 - Certificate of Insurance on the carrier’s standard form is sufficient
 - Limit of liability per occurrence shall be \$1,000,000 or higher
 - If serving alcohol, host liquor liability coverage is required. If selling alcohol, liquor liability coverage is required
 - James City County must be listed as an additional insured for the event

Example of language appearing on the Certificate of Insurance: “One million dollar liability insurance naming James City County as an additional insured for an (Event Name) to be held on (Event Date) at Legacy Hall, 4301 New Town Avenue, Williamsburg, VA, 23188.

2. If a caterer is hired and/or alcohol is served during the event, the Applicant/User must provide a certificate of insurance as indicated in G-1. The Applicant/User is strongly encouraged to require evidence of insurance from any contractors they use during the event.

H. Food and Beverage Policy

1. To serve alcoholic beverages, the Applicant/User must present a one-day beverage license from the Virginia Department of Alcoholic Beverage Control. Use of a caterer with an ABC license is recommended. The ABC license must be posted on site before the start of the event. In addition, at least 14 days before the event, a copy of the ABC License must be submitted to the Legacy Hall Coordinator.

For more information about a liquor license, please contact the ABC Commission at www.abc.state.va.us or visit their local office at:

<u>Visit</u>	<u>Mailing Address</u>
Virginia Department of Alcoholic Beverage Control Commission 4907 West Mercury Blvd. Hampton, VA 23666 Phone: 757-825-7830 Fax: 757-825-7884	P.O. Box 5226 Newport News, VA 23605

2. The Applicant/User and/or the organization accepts full responsibility for maintaining control of alcohol consumption and enforcing moderation. Any behavior which indicates intoxication of any participant, shall be cause for consumption to immediately cease, and also shall be cause for future denial of permission for the Applicant/User and/or the sponsoring organization.
3. No alcohol may be consumed in any other area except the designated area of the event. Open-air consumption of alcohol is prohibited on the West Terrace. Alcohol may be consumed within walled tented enclosures erected on the West Terrace, provided the required ABC License has been secured and is properly posted.
4. Use of a caterer is recommended for food and alcohol service. Caterers should be appropriately licensed to do business in James City County. (Contact the Commissioner of Revenue at 757-253-6695 to ensure County licensed.) Caterers must obtain applicable Health Department and ABC Commission permits.

I. Tent Requirements/Policy

1. A Tent Permit is required by the James City County Building Safety & Permits Division (757-253-6858) for any tent larger than 900 square feet or with occupancy of 50 or more people. Fifty (50) or more people constitute a Public Assembly Event and issues such as exit signs, emergency lighting, and aisle space need to be addressed. Building Safety & Permits and the James City County Fire Department will coordinate the inspection process with you once the Tent Permit has been issued.
 - a) Any tent structure greater than 200 square feet, but less than 900 square feet, will require inspection and approval by the James City County Fire Department (757-220-0626).

- b) Tent location on the site (footprint) must be approved. Exits from Legacy Hall may not be blocked.
 - c) Tent fabric must be treated and a certificate of flammability furnished to the fire inspector.
 - d) All decorations must be non-combustible or treated with an approved flame retardant.
 - e) Open flames are not permitted except for small votive candles in fireproof glass containers.
 - f) Cooking is not permitted in the tent used for an event. Cooking is permitted in a separate tent separated by at least 30 feet and used solely for that purpose.
 - g) Heating equipment must be listed by an approved testing agency such as UL or FM. Proper clearances must be maintained.
 - h) A fire extinguisher must be on site.
2. Placement of tents of any size must be coordinated with the Parks and Recreation Department at least 30 days before the event.
 3. Tents must be erected on the day of the event and must be disassembled and removed from the West Terrace no later than 8 a.m. the following day.

J. Rules/Prohibitions

1. Applicant/User is responsible for all damages to the facility or grounds occurring during use.
2. Applicant/User must comply with all smoking, fire, alcoholic beverage, noise and other lawful regulations.
3. Legacy Hall is temperature controlled and outside doors are to be closed while the facility is in use.
4. No pets or animals (except service animals) are permitted in the facility.
5. No tobacco chewing or smoking is permitted in the facility or within 25 feet outside the facility.
6. No rice is permitted outside the facility, no rice or birdseed inside the facility.
7. No open flames are permitted, except decorative table candles and small votives in fireproof glass containers.

8. No alcohol without proper permits and explicit conditional approval as stated in the Reservation Agreement.
9. No sale of items without the approval of the County.
10. Collection of money or admissions only as approved by the County.
11. Promotional materials, advertising materials, and decorations must not list the County as a co-sponsor and must be approved before posting.
12. Use of tape or adhesives, nails, tacks on doors, walls, windows, lights, art work or ceilings is forbidden.
13. If the West Terrace is used, all equipment and event activities must remain on the terrace and **cannot be set up on Sullivan Square.**
14. Amplified sound systems may be used but must be held to the minimum volume necessary to address those in attendance, and must not disturb surrounding residential areas. Music should not be heard outside the building after 10 p.m.
15. All vehicles must be parked in designated parking areas only.

K. Disclaimers

1. James City County is not responsible for items, materials or any property placed in or on the facility premises. All property must be brought in and removed the day of the event.
2. James City County reserves the right to deny applicants, cancel approved reservation dates for unforeseen circumstances such as inclement weather or electrical outages, and to request police security by the County Police Department for events at the expense of the Applicant/User.
3. James City County reserves the right to remove from the premises any person or persons failing to abide by the Legacy Hall policies and procedures, including disorderly conduct and inappropriate behavior. Persons failing to abide by the facility rules may be prohibited from applying for future use of Legacy Hall.
4. James City County is not liable for accidents, injury or damages to facility users.
5. James City County does not own or operate Sullivan Square, and its use is not included in your Legacy Hall Reservation Agreement. Sullivan Square is managed by Town Management and if you are interested in renting Sullivan Square, please call 757-565-6200. Please note that Town Management may schedule events in Sullivan Square, which may occur at the same time of your function.



Legacy Hall Reservation Agreement Policies and Procedures

1. The Applicant/User is responsible for enforcing law and order during the event period, or if designated by the County, the hiring at the Applicant/User's own expense a James City County Police Officer to do so.
2. The Applicant/User must comply with all smoking, fire, alcoholic beverage, noise and other lawful regulations.
3. No pets or animals (except service animals) are permitted in the facility.
4. The Applicant/User is responsible for removal of all personal articles by the approved contractual time including leftover food, beverage containers, and decorations.
5. Open-air consumption of alcohol is prohibited on the West Terrace. Alcohol may be consumed within walled tented enclosures erected on the West Terrace, provided the required ABC License has been secured and is properly posted.
6. Amplified sound systems may be used, but must be held to the minimum volume necessary to address only those in attendance, and must not disturb surrounding residential areas. Amplified music shall only be played inside the building and should not be heard outside the building after 10 p.m.
7. All vehicles must be parked in designated parking areas only.
8. The Applicant/User agrees to pay for all damages to the facility, grounds and property, and for any other charges that may be incurred.
9. Damages incurred in excess of the security deposit amount will be assessed by the County and charged to the Applicant/User, in addition to the loss of deposit. Deposits will not be refunded in the following circumstances:
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 - other like reasons
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