



Tournament and Stadium Application

Thank you for considering James City County Parks & Recreation for your upcoming tournament. For questions, field availability or assistance in planning your event, please contact our Facilities Coordinator, Stephanie DeBord at 757-259-5395 or stephanie.debord@jamescitycountyva.gov.

A Tournament and Stadium Application is required for any athletic event using four or more multiuse fields or two or more baseball/softball fields for more than four hours, or any use of Sanford B. Wanner Stadium. Tournament or Stadium applications submitted within 30 days of the event may not be considered due to available staffing and resources.

Fees: \$25 nonrefundable application fee and \$500 deposit are required at the time your application is submitted.

- Athletic fields - \$25 per hour (**Residents**) \$35 per hour (**Non-residents**)
 - *Two hour minimum and hourly increments only*
- Sanford B. Wanner Stadium - \$1,000 (\$750 for Williamsburg/James City County nonprofits)
 - *Daily rentals from 7 a.m. to 11 p.m. (hours dependent on event)*
- Field lights - \$20 per hour per field, if needed
- Concessions - \$100 per day, per stand
 - *Please see attached Concession Permit Application for additional information and options.*
- Staffing fee: \$120 park staffing fee applies to any event using six or more athletic fields for one day, and for use of the Sanford B. Wanner Stadium.
- Security fee: A minimum of two off-duty County sheriff deputies or police officers at a rate of \$45/hour per officer applies to any events in the Sanford B. Wanner stadium featuring adult athletes (ages 18 and older), semi-professional or professional teams, admission fees, and/or anticipated attendance exceeding 500 spectators, or other events as determined by the Parks & Recreation Department.

Refunds: Cancellations must be made at least 10 days before the event. Cancellations must be made in writing and will be charged a 10% processing fee. Reduction of field charges will not be granted within 10 days of the event. Full refunds (minus the 2.95% non-refundable convenience fee charged by the vendor on charge/debit card purchases) may be granted based on park issues or acts of nature.

Insurance: Tournament groups are required to provide proof of General Liability Insurance Coverage of \$1 million, combined single-limit bodily injury and property damage for each event. The Certificate of Insurance (COI) shall show: Policy effective dates valid for the date(s) of the event, the name and date(s) of the event, James City County as additionally insured (address is 5340 Palmer Lane, Suite 1A, Williamsburg, VA 23188). An Additional Insured Endorsement page must accompany the COI with the same policy number.

Warhill Sports Complex • 4900 Stadium Road • Williamsburg, VA 23188

- Six lighted synthetic turf multiuse fields, equipped with player benches, spectator seating and goals for soccer, lacrosse and field hockey. Six turf fields have permanent lines for soccer, four are lined for field hockey, two for football, and two for men's and women's lacrosse
- Four (110yds x 65yds) grass fields and four (70yds x 50yds) grass fields equipped with four sets of 24' soccer goals and four sets of 21' soccer goals
- Three lighted (200ft) and one lighted (390ft) natural grass baseball fields with scoreboards and spectator seating
- Four t-ball fields
- 3,000 seat stadium - Lighted synthetic turf field (permanent lines for soccer, football and field hockey) with home and away locker rooms, concession stands, ticket booths and press box

Policies:

Offsite Fields – Tournament groups interested in reserving additional fields may also reserve offsite fields at any of the following locations: James City County Recreation Center, Matoaka Elementary School, Blayton Elementary School, Hornsby Middle School, Jamestown High School and Warhill High School.

Weather – James City County will make reasonable effort to ensure tournaments occur. In the event of extreme weather or wet conditions, staff will determine playability of all fields and locations. Prepping wet fields to be used for games must be done with County staff supervision. Groups needing field grooming during events must arrange when booking their tournament.

Pre-tournament Meeting – Event organizers and the listed point of contact are required to participate in a pre-tournament meeting 30 days before the event date to finalize all planned activities. This meeting should be scheduled with the Warhill Sports Complex Park Coordinator at 757-634-4515. Detailed plans, including emergency action and security plans, event and set-up times, offsite equipment, and any other relevant information, must be provided by the organizer at the time of the pre-tournament meeting to be approved by the Park Coordinator. A complete tournament game schedule must be submitted no later than 10 days before the event.

Emergency Action Plan – Event organizers are required to provide an emergency action plan at the time of the pre-tournament meeting. The plan should include how your group will respond to injuries or medical emergencies. This can include medical staff provided by the tournament organizer or contracted James City County EMS staff. The plan must identify a Principal Crowd Manager or onsite first responder to be responsible for delivering any emergency announcements the day of the event, if necessary.

Security Plan – Event organizers are required to have a plan in place to ensure that event participants and spectators are adhering to park/stadium rules and policies. The plan should identify communication of the Code of Conduct, park/stadium rules and policies to event volunteers, employees, participants before and during the event, and identify potential security risks and mitigation strategies. Two off-duty County sheriff deputies or police officers are required for events requesting use of Sanford B. Wanner Stadium featuring adult athletes (ages 18 and older), semi-professional or professional teams, admission fees, and/or anticipated attendance exceeding 500 spectators, or other events as determined by the department. An additional off-duty officer will be required for each additional 500 attendees.

Field Lining – Field lining is the responsibility of the organizer. James City County will provide baseball field lining machines upon request. Only paint, not lime, may be used for outfield foul lines. If additional lining of synthetic turf fields is necessary, groups may do so but are required to purchase a specific temporary paint at cost from the Parks & Recreation Department.

Turf Fields – The following are prohibited on all turf fields, including the Sanford B Wanner Stadium: tents, food, gum, sunflower seeds, glass bottles, fireworks, smoke machines, portable heaters, open flames and any non-approved equipment.

Offsite Equipment – All offsite equipment (extra goals, vehicles, trailers, etc.) or services (misting tents, gas heaters, carnival set-ups, staging equipment, etc.) must be presented in a site plan at the pre-tournament meeting.

Non-Transferrable Reservation/Field Use– Facilities reserved must be used by the listed event organizers for the purpose stated on this form. Subletting or transferring any reserved athletic fields is prohibited, and will result in event cancellation without refund and potential suspension of any organizations involved.



Tournament and Stadium Application

Tournaments and events should not be advertised until *final approval* has been granted by the Parks & Recreation Department. Application Fee: \$25 per application (**non-refundable**).

A. Applicant Information

Applicant Name: _____ Organization: _____

Address: _____
Street City State Zip

Phone Number: _____ Email: _____

B. Tournament Information

Tournament Name: _____ Type of Tournament: _____

Event Date(s): _____ Event Times: _____ Set-Up Times: _____

Estimated Number of Teams Participating: _____ Estimated Number of People Attending: _____

Point of Contact Day of Event: _____
Name Phone Number

C. Fields Requesting

- Sanford B. Wanner Stadium _____
 - Warhill Sports Complex _____
 - James City County Recreation Center _____
 - James City County School Fields _____
-

D. Tournament Details

Please provide a detailed outline of the activities you plan to present at your event. Please include any equipment you are requesting to bring on site and special conditions. Full details, along with emergency action and security plans, are required at the pre-tournament meeting.

Have you visited the site to ensure that it is adequate for your needs? Yes No

Are you requesting permission to sell food and/or non-alcoholic beverages or merchandise? Yes No
If yes, please complete concession/vendor application.

Park Rules and Policies

1. Consumption or possession of alcoholic beverages, open or previously opened or other controlled substances is prohibited. No one under the influence of a controlled substance is allowed on James City County property.
2. Smoking, including the use of E-cigarettes, is not permitted within 25 feet of athletic fields, sport courts, playgrounds, bleachers, pools, rinks or any other designated facility.
3. Posting, distributing, circulating or displaying advertisement to include banners and signs or other promotional material requires approval from Parks & Recreation.
4. Selling or renting any goods, articles, privileges, commodities or services whatsoever or soliciting for any purpose in any recreational facility is not allowed unless permission is obtained from Parks & Recreation.
5. All groups are required to pick up their own trash and place in appropriate trash or recycling containers.
6. Vehicles must be parked in designated parking areas only. Vehicles cannot remain in the park overnight. No vehicles, including golf carts and utility vehicles, are permitted inside the multiuse field area.
7. Parents must supervise children at all times to ensure proper use of space and equipment.
8. Animals, except Service Animals as defined under the Americans with Disabilities Act, are not permitted within 50 feet of athletic fields, sport courts, playgrounds, or any other designated facilities and must be kept outside of all field fencing.
9. Single free-standing canopies, tents and other types of portable shade structures up to 16' x 16' are permitted only in designated areas outside of all field fencing. Tents are not permitted on any athletic fields in James City County.
10. Hitting golf balls, javelin throwing, remote controlled aircraft or performing any activity on athletic fields that is detrimental to sports turf or hazardous to other park users is not permitted.
11. Rental of facility space does not entitle participants to free use of other program areas.
12. Facility space must be used by the listed organizers for the purpose stated on this form. Subletting or transferring any reserved athletic fields is prohibited.
13. Renter agrees to pay for all damages to property and for any other charges that may be incurred as a direct result of their use.
14. Equipment or material drop-off times must be coordinated in advance, no vehicles are allowed in restricted areas.
15. Music or noise in violation of the County's Noise Ordinance (audible at 50 feet) is prohibited. Music played in the Sanford B Wanner Stadium must be approved by the Parks & Recreation Department.
16. Gambling and other forms of games of chance are prohibited.
17. The use of tape or other adhesive products, staples, tacks or nails on doors, walls, windows, ceilings, fences and turf is not permitted.
18. Groups interested in bringing additional equipment or goals will need approval from Parks & Recreation.
19. James City County reserves the right to stop/prohibit use of facilities at any time if any of the above rules are violated.
20. All tournament staff, volunteers, spectators and players must comply with the James City County Code of Conduct.

By signing below I agree to abide by these Park Rules and Policies and all James City County rules and ordinances and will ensure that all tournament staff, volunteers, spectators and players will abide by these rules and ordinances as well.

Applicant Signature

Date

E. Administrative Items

1. \$500 security deposit and \$25 application fee due when booking reservation. All other fees are due 10 days before the tournament starting date.
2. If all fees are not paid on time, the reservation will be canceled and deposit will be forfeited.
3. In order to process a cancellation, and/or field reduction refund, a request in writing must be received 10 days before the event date.
4. Reduction in facilities will not be granted within 10 days of the tournament.
5. All refunds will be assessed a 10% processing fee. Full refunds will be issued (minus the nonrefundable 2.95% convenience fee charged by the vendor on credit/debit card purchases), if cancellation is due to park issues.
6. A Certificate of Insurance for \$1-million naming James City County as an Additional Insured will be due no later than 30 days before the tournament.

James City County Code of Conduct

- Show respect to all participants, staff and officials
- Refrain from causing harm (bodily or verbal) to others
- Refrain from using foul, vulgar, or threatening language
- Show respect to all equipment, supplies and facilities

Applicant Name: _____ Representing: _____

I have read and understand the terms of this application, Park Rules and Policies, and the James City County Code of Conduct governing the use of James City County Parks and Facilities and understand that the refund of my deposit paid is contingent upon my adherence to these policies and procedures as determined by James City County in its sole discretion. By signing this application, I agree both individually and on behalf of the above-listed organization (if any), to indemnify and hold James City County, its agents and employees harmless from and against any and all costs, expenses, liabilities, losses, damages, injunction, suits, fines, penalties, claims, demands or injury to person or property arising out of, or in account of any breach, violation or nonperformance of any covenant, condition, provision or agreement in this Agreement and claims of every kind of nature arising out of the use of the James City County Parks and Facilities.

Applicant Signature: _____ Date: _____



Concession Permit Application

All concession applications and fees must be submitted by the lead representative of the tournament or event no later than 10 days prior to the event. A 10% processing fee will be assessed for cancellations prior to 10 days of the event date.

Applicant: _____ Date: _____

Name of Organization: _____

Phone: _____ Email: _____

Concessionaire is defined as any group affiliated with an approved organization who wishes to set up an area for sale or distribution of food/beverage, goods, promotion, information or services in County parks.

Seasonal Permit: Single Day Use Permit: Tournament/Special Event Permit:

Requested Park(s): _____

Event Name: _____

Dates/Times of Request: from _____ to _____

Dates/Times of Unloading/Loading: from _____ to _____

Items to Be Sold or Description of Service: _____ Grills (gas only): Yes No

<input type="checkbox"/> Multi-use Concession Building \$100 per day Vendor: _____	<input type="checkbox"/> Baseball Concession Building \$100 per day Vendor: _____	<input type="checkbox"/> Mobile Food Vendor, \$50 per day Vendor: _____ Vendor: _____
<input type="checkbox"/> Wanner Stadium Home Side \$100 per day <input type="checkbox"/> Wanner Stadium Visitor Side \$100 per day	<input type="checkbox"/> WSC Shade Structure (15' x 24') \$75 per day Vendor: _____ Vendor: _____ Vendor: _____	<input type="checkbox"/> JCCRC Shade Structure (20' x 20') \$75 per day Vendor: _____ Vendor: _____ Vendor: _____
<input type="checkbox"/> Table Top (up to 16' x 16' area) \$50 per day Vendor: _____ Vendor: _____ Vendor: _____	<input type="checkbox"/> Table Top Info (no sales) (up to 12' x 12' area) Free of charge Vendor: _____ Vendor: _____ Vendor: _____	

I have read the "Parks & Recreation Concession Operation Policy and Health Permit/Rules Guidelines" (attached) within the facilities of the James City County Parks & Recreation Department and agree to abide by these rules and regulations. I understand that failure to comply with the policy may result in termination of contract and denial of subsequent concessionaire requests.

Signature of Applicant

Date

Reservation No.:



Concession Permit Policy

POLICY

Pursuant to County Code 16-18, it shall be the policy of the Department to issue permits which grant permission to operate concessions and sell wares in County parks. Permits for concessions shall be classified as Seasonal, Single Day or Tournament/Special Event and shall be issued in accordance with the procedure defined. Priorities for these concession permits shall be given to County operations and affiliate groups who partner with the Department. Permits shall be awarded in a fair and impartial manner based upon meeting procedure and application guidelines. All qualified applicants are eligible to apply.

CONCESSIONAIRE CLASSIFICATION

- A. **Seasonal Permit.** Under this classification, a permit represents a formal agreement whereby the Department allows an affiliate organization to operate a concession for a specific period of time, usually a recreation activity season. Formal provisions may include, but are not limited to, user fees, hours of operation, location, type of concession, items to be sold, purpose of concession and insurance coverage.
- B. **Tournament/Special Event Permit.** Under this classification, a permit represents a formal agreement whereby the Department approves an association, organization or other vendor to operate a concession for a specific event. Formal provisions may include, but are not limited to user fees, hours of operation, location, type of concession, items to be sold, purpose of concession and insurance coverage.
- C. **Single Day Use Permit.** Under this classification, a permit represents a formal agreement whereby the Department allows an affiliate organization to operate a concession for a single day, usually a recreation activity practice or games. Formal provisions may include, but are not limited to, user fees, hours of operation, location, type of concession, items to be sold, purpose of concession and insurance coverage. Permits will not be issued when seasonal permits have been issued to approved Affiliate organizations for the same time period and area of park.

APPLICATION PROCEDURE

- A. **Seasonal Permit.** The Concession Permit Application form must be submitted to Parks 30 days prior to start of season.
- B. **Tournament/Special Event - Term Permit.** The Concession Permit Application must be submitted to Parks Administration no later than seven days prior to the desired time of operation.
- C. **Single Day Use Permit.** The Concession Permit Application must be submitted to Parks Administration no later than seven days prior to the desired time of operation.

RULES AND REGULATIONS GOVERNING CONCESSIONS

- A. Compliance with all County park property and facility rules and regulations.
- B. Compliance with all provisions stated in the permit.
- C. The concessionaire shall be considered an independent contractor and neither the concessionaire nor the volunteers shall, under any circumstances, be considered employees of the County, and the concessionaire shall execute a form provided by the Department indemnifying and holding the County harmless from any and all claims, suits, damages, costs and expenses arising out of, or in any way relating to, Concessionaire's operation of the concession facility.
- D. The County shall not be liable for any damage caused by power failure, flood, fire, explosion, theft or vandalism to persons or properties in the space used by the concessionaire. The concessionaire shall agree that all personal property upon the premises shall be at the risk of the concessionaire and that the County shall not be liable for any damages, losses or theft thereof.
- E. The concessionaire shall furnish all labor, services, materials, supplies and equipment necessary to maintain the operation of concession. All workers will be neatly and cleanly dressed.
- F. All concessionaires must obtain and post in a prominent location all applicable permits and licenses required by government agencies to prepare and sell the merchandise approved herein.
- G. Any non-approved concessionaire not displaying an approved Concessionaire Permit Application form will be excluded from park property and subject to trespassing charges.
- H. Secure and keep in force adequate insurance coverage, insurance naming the County as additional insured's in amounts specified in the permit or lease. Sample insurance coverage levels are attached (Attachment 1). Specific levels will be determined on a case-by-case basis in conjunction with the County's Risk Manager.

- I. Concessionaires must adhere to all County, state and federal laws and regulations.
- J. The concessionaire must place one sign identifying themselves as the operator. No other signs or advertisements will be allowed upon property of the Department or upon any vehicle operated by the concessionaire under the provision hereof except as shall be approved in writing by the Director or designee. The Department, through its agents, shall have the right to remove, at the cost and expense of the concessionaire, any sign or signs that are erected on the premises without consent.
- K. The concessionaire shall not permit garbage or other refuse to accumulate in or about any of the buildings, or other areas occupied by the concessionaire, except in suitable covered garbage receptacles. The Department will be responsible for the removal of rubbish, trash and garbage provided that the concessionaire accumulated such trash at given points and at given times under the direction of an authorized representative of the Department.
- L. All portable concession units must be removed from park premises within two days after the season has ended.
- M. Any changes in the building must be approved by the Director and meet the proper building code. The cost involved in any changes will be the responsibility of the concessionaire.
- N. The Department will furnish electricity, water and sewer in such locations where these utilities now exist. All requests for use of these facilities and/or additional installations or any special needs must be made in writing to the Director listing specific needs. The Department will not furnish telephone service in any location except where public phones are installed as a regular accommodation for park patrons.
- O. The agreement or contract on any of the rights and privileges provided for herein shall not be transferred, subcontracted or assigned by the concessionaire unless approved by the Director. Names, addresses and telephone numbers of all individuals being assigned to operate the concession must be provided on the Concessionaire Application form or otherwise made known to the Director. Ultimate responsibility for the conduct of said designees rests with the approved concessionaire.
- P. Upon termination of the permit or because of lapse of time or upon termination for any other reason by the Director, the concessionaire shall remove all goods, chattels and fixtures belonging to the concessionaire and shall leave the premises in the condition in which they were received, reasonable wear and tear expected. In the event said goods, chattels and fixtures are not removed within three days from the expiration of this agreement or its termination for any other reason, the concessionaire shall be deemed to have abandoned to the County and facilities, equipment or other property within the aforesaid period at termination of this agreement.
- Q. The Director or designee shall approve all merchandise to be sold, and all items offered for sale shall meet or exceed the requirements of the Federal Institutional Meat Purchase Specifications (IMPS), Virginia Department of Agriculture Regulations, Federal Food, Drug and Cosmetic Act and the Federal Wholesome Meat Act. If items being sold are determined to be undesirable or unwholesome to the public by the Director of Parks & Recreation, the concessionaire must refrain from offering the item to the public.
- R. At all sites, vendors must rent out designated concession areas before setting up a tabletop concession.
- S. Only gas grills are permitted in parks.
- T. Once vehicles have been used to unload or load, they must be returned to the designated parking area.
- U. Vendors are not allowed to tape, tack, nail, etc., any items to walls, poles, etc. Vendors must come prepared with standalone signage.

GENERAL TERMS & CONDITIONS

- A. **APPLICABLE LAWS AND COURTS:** This permit shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- B. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting applications, concessionaires certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- C. **ANTITRUST:** By entering into a permit, the concessionaire conveys, sells, assigns and transfers to the County all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the County under said contract.
- D. **QUALIFICATIONS OF CONCESSIONAIRES:** The County may make such reasonable investigations as deemed proper and necessary to determine the ability of the concessionaire to perform the services/furnish the goods and the concessionaire shall furnish to the County all such information and data for this purpose as may be requested.

- E. **TESTING AND INSPECTION:** The County reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the permit rules and regulations.
- F. **CHANGES TO THE PERMIT:** The parties may agree in writing to modify the scope of the permit.
- G. **DRUG-FREE WORKPLACE:** During the performance of this contract, the concessionaire agrees to (i) provide a drug-free workplace for employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession or use of a controlled substance or marijuana is prohibited in the concessionaire’s workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the concessionaire that the concessionaire maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or worker. For the purposes of this section, “drug-free workplace” means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
- H. **ANTI-DISCRIMINATION:** By submitting a Concession Permit Application, concessionaire certifies to the County that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and Section 11-51 of the Virginia Public Procurement Act.
- I. **INDEMNITY:** Concessionaire hereby binds itself and its successors to indemnify, defend and save harmless the County, its officers, agents or employees, from all suits and actions of every name and description brought against it of them, all costs or damages to which it or they may be put, on account of, or by reason of any injury or alleged injury to the person or property of another, resulting from or on account of the negligent acts, errors or omissions of the concessionaire or its agents; and that the whole or so much of the moneys due to the concessionaire, under and by virtue of this contract, as such or may be considered necessary by the County, shall and may be retained until all such suits and claims for damages as aforesaid shall have been settled, and evidence to that effect furnished to the satisfaction of the County. The said concessionaire further agrees to indemnify and save harmless the County against any and all claims, suits or demands that may accrue to, be suffered by, or adjudicated against it by reason of any injury sustained by any of its employees in and about the said work, under and pursuant to the provisions of the Workman’s Compensation Law or any amendments thereto, and concessionaire shall produce certificates or other satisfactory evidence of ample protection against such liability.
- J. **AUDIT:** The contractor shall retain all books, records and other documents relative to this permit for five years after final payment, or until audited by the County, whichever occurs first. The County shall have full access to and the right to examine any of the materials during the period.
- K. **DELIVERY AND STORAGE:** It shall be the responsibility of the concessionaire to make all arrangements for delivery, unloading, receiving and storing of materials in the buildings while offering concession services. The County will not assume any responsibility for receiving these shipments. Concessionaire shall check with the owner and make necessary arrangements for security and storage space in the building during the permit term.
- L. **LABELING OF HAZARDOUS SUBSTANCES:** If items or products used by the concessionaire are “Hazardous Substances” as defined by § 1261 of Title 15 of the United States Code (U.S.C.) or “Pesticides” as defined in § 136 of Title 7 U.S.C., then the concessionaire certifies and warrants that the items or products to be used under this permit shall be properly labeled as required by the foregoing sections and that by using the items or products the concessionaire does not violate any of the prohibitions of Title 15 U.S.C. § 1263 or Title 7 U.S.C. § 136.
- M. **SITE DAMAGES:** Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this permit shall be repaired to the County’s satisfaction at the concessionaire’s expense.
- N. **USE OF PREMISES AND REMOVAL OF DEBRIS:** The concessionaire shall perform their services in such a manner as not to interrupt or interfere with the operation of any existing activity on the premises or with County operations; and store their apparatus, materials, supplies and equipment in such orderly fashion at the site as will not unduly interfere with the progress of their work or County operations.

O. **LAWS AND REGULATIONS:**

1. The concessionaire shall comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the work and shall give all notices required thereby.
2. This permit is subject to the provisions of Articles 3 and 5, Chapter 4, Title 40.1, Code of Virginia, relating to labor unions and the “right to work.” The concessionaire and its subcontractors, whether residents or nonresidents of the Commonwealth, who perform any work related to the project shall comply with all of the said provisions.
3. The provisions of all rules and regulations governing safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia and as issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia shall apply to all work under this permit. Inspectors from the Department of Labor and Industry shall be granted access to the work for inspection without first obtaining a search warrant from the court.

TERMINATION OF PERMIT

The James City County Parks & Recreation Director may terminate in writing the concession permit that is in violation of the permit agreement or in violation of any local, state or federal laws, regulations or ordinances. Appeal of the termination shall be directed to the County Administrator within 10 days of receipt of the written notice of termination of the permit.

PERMIT FEES

A fee will be charged for the operation of concessions within County parks and facilities.

Fees may be waived for events conducted/sponsored by James City County. All concessionaires are required to complete and submit an application.

HEALTH PERMIT

Organizations who wish to sell food or beverages are required to contact the **Williamsburg/James City County Health Department to verify permitting requirements for intended concessions.** For more information, please consult **Williamsburg/James City County Health Department** at 4095 Ironbound Road, Williamsburg, VA 23188, 757-253-4740.