

**THE INNSBROOK PICNIC AREA
REVOCABLE LICENSE/INDEMNITY AGREEMENT**

This Revocable License/ Indemnity Agreement, made this _____ day of _____, 2010
between _____, a Virginia corporation ("USER"), and THE INNSBROOK
FOUNDATION, a Virginia corporation ("Innsbrook");

WITNESSETH;

RECITALS

The User has requested that Innsbrook authorize it to use the wooded deck area located between Dominion Power and the Lake at Innsbrook at the First Capital Bank Building, which is known as "The Picnic Area for the purpose hereinafter provided, and Innsbrook has agreed to grant to User a revocable license to do so upon the terms and conditions in this Agreement.

NOW, THEREFORE, for and in consideration of the premises and the agreement by User to comply with the provisions of this Agreement, to which the User hereby agrees, the User is hereby authorized to use "The Picnic Area" on the following terms and conditions:

1. Event. User is granted a revocable license to use "The Picnic Area" for _____ on _____, 2010, beginning at _____ o'clock _____m. and ending at _____ o'clock _____m., and for no other purpose and only on the date and within the times stated.

2. "The Picnic Area," which is located between Dominion Power and the Lake at Innsbrook at the First Capital Bank Building west of Cox Road, in the Innsbrook Corporate Center, is bounded by a tree-

covered area on which a picnic deck is located. Use of “The Picnic Area” will be limited to this area, and it shall be the sole responsibility of the User to take such steps as may be necessary or appropriate to insure that its use is confined thereto. Use of the First Capital Bank parking lot, the Capital One parking lot, and the Dominion Power lots for the event are also permissible. .

3. Temporary Facilities. User shall, at its expense, provide such a temporary facility as shall be reasonably required for the event and as approved by the Innsbrook Foundation, including, but without limitation, portable toilets, trash receptacles, and tents. At no time will employees, agents, independent contractors, guests or invitees of User make use of any facilities in the vicinity of “The Picnic Area” other than those provided by the User.

4. Parking. Arrangements for parking by employees, agents, independent contractors, guests and invitees of User shall be made with the Innsbrook Foundation. User acknowledges that there are no areas specifically provided for parking in conjunction with use of “The Picnic Area,” and User agrees to comply with and cause its employees, agents, independent contractors, guests and invitees to comply with parking arrangements to be specified by the Innsbrook Foundation prior to event. It is the obligation of the User to contact the Innsbrook Foundation for this purpose. Parking is prohibited at Dominion Power property except the parking lots, any driveway entrances, in fire lanes, adjacent to fire hydrants, and blocking of other vehicles. No vehicles will be driven on any grassed areas or jogging trails.

5. Food Service, Beverages. User will arrange for all food and beverage services required by it for the event at its expense. If alcoholic beverages are to be served, User shall at its expense obtain all necessary licenses and/or permits required by law for such purposes.

6. Compliance with Law & Guidelines. User's use of “The Picnic Area” shall be in compliance with all applicable laws, ordinances, and regulations.

7. Clean-Up.

(a) By User. Within _____ hours following termination or expiration of this Revocable License, User shall cause “The Picnic Area” to be cleaned, all facilities located by or for User therein for the event and all trash and debris to be removed. Any damage to “The Picnic Area” or area adjacent thereto caused by the User, its employees, agents, independent contractors, guests or invitees shall be repaired by User at its expense and subject to the approval of the Innsbrook Foundation.

(b) Right of Innsbrook to Clean and/or Repair. It is expressly understood that if User fails to comply with the requirements of subparagraph (a), then within such reasonable time as shall be specified in a notice to it from Innsbrook which may be by telephone or facsimile, to be confirmed in writing, Innsbrook may take the necessary corrective action, and User will reimburse it for the cost of so doing upon demand.

8. Indemnification. User covenants and agrees to indemnify and hold harmless Innsbrook, its successors and assigns, from and with respect to any and all losses and expenses, including, without limitation, attorney's fees, which Innsbrook or its employees may sustain or incur by reason of any default by User under this agreement or the conduct of the event on “The Picnic Area,” whether caused by The User, its agents, independent contractors, employees invitees or others. User shall at its cost provide general public liability insurance covering its conduct of the event, with a single limit of not less than \$1,000,000, shall cause the Innsbrook Foundation and Dominion Power to be named as additional insureds in such policy, and shall furnish to Innsbrook a certificate evidencing such insurance at least (3) days in advance of the event. If such evidence of insurance is not provided, Innsbrook may revoke this license by notice to User, which may be by telephone or facsimile, to be confirmed in writing, the event shall not be held and Innsbrook shall have no liability nor obligation of any nature to User.

9. Limit on Revocation. This license will not be revoked by Innsbrook so long as User is not in default hereunder.

10. Paragraph Headings. The paragraph headings in this Agreement are for convenience of reference only, and shall not be construed to affect the meaning or construction of this Agreement.

11. Waiver. The failure of Innsbrook to exercise, or delay in exercising, any right provided herein shall not be deemed to be and shall not constitute a waiver of such right.

12. Instructions specific to location. User agrees to adhere to the instructions specific to the location being used. Attachment A outlines these instructions, if needed.

IN WITNESS THEREOF, Innsbrook and the User have caused their names to be signed hereto by their respective officers who are authorized to do so.

THE INNSBROOK FOUNDATION

Address:
4600 Cox Road, Suite 109
Glen Allen, Virginia 23060
Phone:
(804) 217-8800

By: _____

Title: _____

USER:

Address:

By: _____

Title: _____

Phone:

**ADDENDUM TO INNSBROOK PICNIC AREA
CONTRACT FOR PICNICS**

- a. The area used will be left in the same condition as they were provided. This includes field space, parking space, and any common area used by the guests and participants. Trash and debris will be removed upon the completion of the event. Do not throw left-over food/trash in the woods. The dumpsters at the First Capital Bank Building and the Capital One Center Building are ***not*** available for your use. If you need trash pick-up, you may hire the JP Foundation (402-2291) or use one approved by the Innsbrook Foundation.
- b. An ABC permit may be necessary if you are serving alcohol. Below is a short synopsis of the laws which require you to obtain an ABC license:
 - i. If alcohol is purchased from a wholesaler, an ABC license is required.
 - ii. If you sell alcohol to your guests, an ABC license is needed.
 - iii. If alcohol is being served in public view, then a license is required.
 If you need any more clarification of the laws, you should contact the Virginia ABC Board. It is the responsibility of the user to obtain the necessary license. ABC licenses must be secured ten days prior to the picnic. Copies must be Posted at the picnic area the day of the picnic and placed on file with the Innsbrook Foundation prior to the picnic.
- c. There is a \$250 user’s fee for all Innsbrook businesses. The fee is \$350 for businesses located outside of Innsbrook. The fee is \$300 for all charitable organizations with a 501-c3 status.
- d. The site for all food and beverage vehicles and the placement of sports events during the picnic must be approved by the Innsbrook Foundation.
- e. Certification of Insurance must be provided to the Innsbrook Foundation in the amount of one million (\$1,000,000) prior to the picnic. The Certificate of Insurance must list as additionally insured the Innsbrook Foundation and Dominion Power.
- f. If children will attend the event, an adult will be specifically responsible to supervise the lake. Name and phone number of responsible person:

Event Chairperson	Executive Director, Innsbrook Foundation
Date	Date
Organization	Address
Phone Fax	E-mail

