



**Town of Gordonsville, Virginia
Agenda Item Summary
September 21, 2020**

AGENDA ITEM 12h

New Business

AGENDA TITLE:

Consideration of Special Entertainment Permit for “First Friday’s” and October Fall Fest Events.

PRESENTER:

Mayor Robert Coiner

DISPOSITION:

☒ Action Required ☐ For Discussion
☐ Consent Agenda ☐ Closed Session
☐ Informational

ATTACHMENTS:

☒ yes ☐ no

BACKGROUND:

Following on the success of the First Friday’s Gordonsville events held on August 7th and September 4th, the downtown merchants desire to continue having similar events on the first Friday of each month through the end of the calendar year. Additionally, the merchants wish to have a downtown fall fest in the parking lot of Blossman Gas on Saturday, October 3, 2020. Per the Town code, such events require a special entertainment permit issued by Town Council. See attached application.

As before, minimal support is needed from the Town. Event organizers and vendors will ensure that all sidewalks and travel ways remain unobstructed during each event and the downtown area is cleaned up after each event. The merchants desire to hold events on October 2nd, November 6th and December 4th. These events will run from 5-8 p.m. The October 3rd fall fest will take place from 1 – 4 p.m.

The merchants understand that COVID-19 is a fluid situation and they may have to cancel these events if state or local restrictions are imposed that reduce the size of gatherings. Thus far, 50-70 people have attended the First Friday’s events, well below the current restriction of 250 people per event.

STAFF RECOMMENDATION:

Staff recommends Council issue a special entertainment permit to the downtown merchants for First Friday’s Gordonsville events to be held on October 2nd, November 6th and December 4th, and a fall fest to be held on October 3rd, as presented.

MOTION FOR CONSIDERATION:

“Motion to issue a special entertainment permit to the downtown merchants for First Friday’s Gordonsville events to be held on October 2nd, November 6th and December 4th, and a fall fest to be held on October 3rd, as presented.”

VENDOR'S PERMIT – MUSIC EVENT

Applicant Name: Main Street Events LLC
Applicants' Aliases: _____
Home Address: PO BOX 613 _____
Home Phone: _____ Cell Phone No: 434-242-7658 _____ Email: anthony@wellhungvineyard.com
Location of Use: music being played on the portico of Town Hall
Type of Music and Performer: Rock – Performers will vary month to month
Date and Hours of Use: First Fridays of the month 5:00PM – 8:00PM Saturday Oct. 3rd 1:00PM – 4:00PM This is the only Saturday request for 2020 FRIDAY OCT 2ND FRIDAY DEC 4TH
FRIDAY - NOV 6TH

The musicians, all related equipment, trash, etc. shall be removed immediately at the end of the event and no one shall be present on Town property except during the stated "Hours of Use" herein. I shall comply with all parking, noise, light, and zoning laws of the Town of Gordonsville. There shall be no obstruction of sidewalks, paths, or pedestrian or vehicular ways.

The event may only take place if Virginia remains in Phase III of the Governor's Forward Virginia initiative. All participants must ensure physical distancing of 6 or more feet, masks shall be worn by all participants and gatherings are limited to 250 people.

Evidence of \$50,000 bond has been provided: Y/N Insurance policy: Y/N Business license: Y/N N/A insurance pending

I hereby agree that I shall obey all ordinances of the Town of Gordonsville and all laws for the Commonwealth of Virginia. I have read, understood, and agreed to the attached Release, Waiver and Indemnity Agreement.

Signed this 9th day of September, 2020 _____



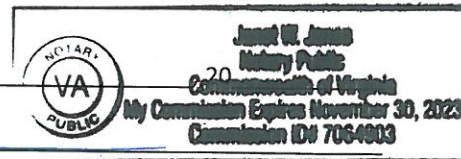
Applicant Signature

County of Orange,
Commonwealth of Virginia

The foregoing instrument was acknowledged before me this 10 day of Sept.
by Anthony Herring



Notary Public



This application to conduct a music and food event, pursuant to Section 21-1 of the Gordonsville Town Code, is hereby approved by the Town Manager.

Town Manager

Date

Permit Expires On: _____, or upon written agreement of the Applicant and Town to terminate sooner.

ATTENTION PUBLIC: If you have any questions, please contact the Gordonsville Town Manager (540-832-2233).

Treasurer's Office

Amount of Fee: \$ _____ Collected by: _____ Date: _____

RELEASE, WAIVER AND INDEMNITY AGREEMENT

I ACKNOWLEDGE BY SIGNING THIS RELEASE, WAIVER AND INDEMNITY AGREEMENT ("AGREEMENT") THAT I AM RELEASING AND WAIVING MY RIGHT TO SUE THE TOWN OF GORDONSVILLE, AND THEIR AGENTS, EMPLOYEES, DIRECTORS, MEMBERS, OFFICERS, AFFILIATES, CONTRACTORS AND SUCCESSORS ("RELEASED PARTIES") FROM, AND WITH RESPECT TO ALL LIABILITY, CLAIMS, CAUSES OF ACTION, DEMANDS AND INDEBTEDNESS OF EVERY KIND AND NATURE RELATING TO MY USE OF AND PRESENCE ON PROPERTY OWNED, USED OR CONTROLLED BY THE RELEASED PARTIES. THIS AGREEMENT IS A CONTRACT WITH LEGAL CONSEQUENCES. I HAVE READ IT CAREFULLY BEFORE SIGNING.

I hereby request that the Released Parties allow me to access and use the location referenced above on Town Property and surrounding land (hereafter the "Property") for vending purposes. I shall comply with the Town rules. I understand that this Agreement shall remain in force for the duration of this Permit and may only be extended by a written agreement of all parties. To induce the Released Parties to grant me permission to use the Town Property, I hereby agree as follows:

In consideration of being allowed the use and be present on the Property, or any portion thereof, I, for myself and my heirs and personal representatives, hereby RELEASE the Released Parties from and WAIVE MY RIGHTS TO SUE them with respect to all liability, claims, causes of action, demands and indebtedness of every kind and nature, at law or in equity, which I and my personal heirs and representatives may have or assert including, but not limited to, all rights and claims arising from or based upon any bodily injury, death or property damage which may occur during my use of or presence on the Property, including, without limitation, any claims arising from my own negligence and from the negligence of any Released Party.

I HEREBY HOLD HARMLESS AND INDEMNIFY the Released Parties with respect to all liability, claims, indebtedness, damages and expenses (including attorney's fees) which are claimed, asserted or assessed by third parties against the Released Parties as a result of or in connection with my use of or presence on the Property.

I UNDERSTAND AND EXPRESSLY AND FULLY ASSUME ALL RISKS ASSOCIATED WITH MY USE OF AND PRESENCE ON THE PROPERTY INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY AND DEATH, AND ACKNOWLEDGE THAT THE RELEASED PARTIES OR ANYONE ON THEIR BEHALF WILL NOT BE AVAILABLE TO PROVIDE ANY ASSISTANCE TO ME IN CONNECTION WITH ANY INCIDENT WHICH MAY CAUSE PERSONAL INJURY OR DEATH.

I represent and warrant that I am 18 years of age or older, that I have read and fully understand this Agreement and that I had an opportunity to consult with legal counsel of my choice.

I agree, for myself, my heirs, my next of kin, and my successors, that this Agreement is binding on me, my heirs, my next of kin, and my successors and that the above representations are contractually binding and are not mere recitals. I further agree that if I, my successors, my heirs or next of kin, assert a claim in contravention of this Agreement that I and my successors, heirs and next of kin shall be liable for the expenses (including legal fees) incurred by the Released Parties.

I understand and agree that this Agreement may not be modified orally, and understand that a waiver of any provision must be in writing and signed by the Released Party to be affected thereby in every instance. This Agreement shall remain valid and shall be binding for the duration of this Permit.

I agree that I am allowed to be present only on the Property; however, I further agree that if I am present on other property owned by a Released Party, the provisions of this Agreement shall nonetheless apply with full force and effect with respect to my use of and presence thereon.

I agree that this Agreement shall be governed by the laws of the Commonwealth of Virginia and that any legal proceeding relating to this Agreement or my presence on or use of the Property shall be brought and maintained in the Circuit Court for the County of Orange, Virginia.

WITNESS the signature and seal attached hereto on the first page.

Debbie Kendall

From: Anthony Herring <anthony@wellhungvineyard.com>
Sent: Saturday, September 5, 2020 9:20 AM
To: Debbie Kendall; Sunnie Capelle; cavallo.gallery@gmail.com
Subject: First Fridays Gordonsville

Debbie:

Hoping your'e checking this on Tuesday!

We wanted to THANK YOU and the town for everything you've done thus far! Without your support, we wouldn't be able to do First Friday's Gordonsville!

Thankfully the rain didn't last too long last night for 1st Fridays Gordonsville! We had a great crowd with social distancing, masks and of course fun!! The cub scouts almost sold out of everything they had last night!

We're sending this email to ask the Town and the town council if we may have permission for First Fridays the remainder of the year?

We'd like to have First Friday on Friday Oct. 2nd and then a Fall Fest Saturday Oct. 3rd

A few of our ideas:

1. Live music on Town Hall steps Friday Oct. 2nd, Nov. 6th & Dec. 4th. We would take a break Jan. - March
2. Live music in Blossman Gas parking lot Sat. Oct. 3rd 1:00 - 4:00PM. Thankfully, Blossman has offered their parking lot.
4. Food vendors--- For example - Just Dogs, Ice cream truck, BBQ Friday & Sat.
5. Various vendors --- 8 - 10 ' apart for social distancing etc. Friday & Sat.

We anticipate no more than 200 people at one time as people stroll up and down the sidewalks.

We also acknowledge this is tentative if we experience another outbreak.

How do we proceed with the you and the town council to receive approval?

Thank you,

Beate, Sunnie & Anthony