

## LYNCHBURG REGIONAL AIRPORT



## SPECIAL EVENT PERMIT APPLICATION

**Instructions**

To apply for the authority to utilize Lynchburg Regional Airport for the purpose of conducting a Special Event on airport property, tenants and qualified organizations should complete and submit the following application. Upon receipt of all required supporting material and security deposit (as applicable), the application will be reviewed for and, if approved, a Special Event Permit will be issued to the applicant.

All applications and supporting documentation must:

- Be received at least two (2) months prior to the first day of the intended Special Event.
- Be accompanied by the security deposit (as applicable) as described in paragraphs H 1. and 2. below. If the application is denied, or the Special Event does not take place, the security deposit will be refunded.

**Section I – General Information**

Name of Sponsoring Organization:

**A. Sponsoring Organization Information**

Type of Organization:

- |   |               |
|---|---------------|
| <input type="checkbox"/> For-Profit Corporation | Specify Type: |
| <input type="checkbox"/> Non-Profit Corporation | Specify Type: |
| <input type="checkbox"/> Other                  | Specify:      |

Organization Name:	
Address:	
City/State/Zip:	

Event Director:	
Business Phone:	
Mobile Phone:	
Email Address:	

**Dates of Special Event**

From: \_\_\_\_\_ To: \_\_\_\_\_ No. of Spectators Expected  
(All Days):  
Special Event Start Times: \_\_\_\_\_ Special Event End Times: \_\_\_\_\_  
Special Event Set-up Dates: \_\_\_\_\_ Special Event Breakdown Dates: \_\_\_\_\_

Provide a general description of the event and overview of the scope and duration of the intended Special Event, theme, number and type of performers, etc.:

Will a Fee be charged for Entry? ☐ Yes ☐ No If "yes", how much?: \_\_\_\_\_

**Section II – Operations, Facilities and Public Safety****A. Special Event Site Drawing**

Attach a drawing which depicts the requested airport site lay-out, public areas used, crowd lines, signage, parking, shuttle bus routes, etc. (as applicable).

**B. Parking & Transportation**

Will Off-Airport Parking be Utilized? ☐ Yes ☐ No Where: \_\_\_\_\_

Describe Proposed Transportation/Shuttle Services (if applicable): \_\_\_\_\_

Will On-Airport Parking be Desired: ☐ Yes ☐ No Number of parking spaces required: \_\_\_\_\_

**C. Expected Facility/Site Accommodations**

Proposed Aircraft Static Displays:

Approx. Number: \_\_\_\_\_ Number over 12,500 lbs.: \_\_\_\_\_  
Indicate Public Ramp Area to be used for Static Displays: \_\_\_\_\_

Concessions - Types:

☐ Food ☐ Novelties, etc. ☐ Other

Number of Vendors: \_\_\_\_\_

Will Vendors be: ☐ For Profit ☐ Non-Profit

Are other forms of non-aviation entertainment being considered? ☐ Yes ☐ No  
If "yes" describe type: \_\_\_\_\_

Will Airport and/or City personnel be requested to provide support services? ☐ Yes ☐ No

If "yes", in what manner (list):

Other Expected Facility/Site Accommodations:

#### **D. Public Safety Services**

Describe how you intend to provide Police/Fire/EMS services to support the above type of event:

#### **E. Campbell County Permit**

Please note that Campbell County may require the special event organizer to obtain a Special Entertainment Permit in order to conduct a special event. This county permit, however, will not be issued until the City of Lynchburg as airport owner provides written consent as a signatory on a Campbell County Special Entertainment Permit Application. This consent shall not be granted until all requirements of this Lynchburg Regional Airport Special Event Permit Application are submitted and approved.

### **Section III - PERMIT TERMS AND CONDITIONS**

#### **A. Definitions**

The following terms, as used in this Permit, shall have the meanings as ascribed to them hereunder.

1. Airport: shall mean Lynchburg Regional Airport located in the City of Lynchburg, County of Campbell, and Commonwealth of Virginia.
2. Consent or Approval of City and of Airport Director: where this Agreement calls for the consent or approval of the City, the same shall be in the form of a resolution approved by the City Council as provided by law, or by a written document signed and dated by the City Manager; where the consent or approval of the Airport Director is required, the same shall be evidenced by a written document dated and signed by him or by a person designated by him to sign such document.
3. Permitted Premises: shall refer to those public areas of the Airport to which members of the general public attending the event will have access.
4. Public Areas – All portions of the airport available for the public use and not otherwise considered part of exclusively leased tenant space.
5. Special Event: shall mean the static display of aircraft and/or equipment and paraphernalia related to aviation and other non-aviation displays as part of an open house or other public gathering, together with related support facilities such as concessions, sanitary facilities and emergency medical facilities.
6. Special Event Organizer: shall refer to the permit holder as approved under this Permit Application.

#### **B. Permitted Premises**

The Special Event Organizer shall have the right to use the Permitted Premises as shall be shown on Attachment A upon approval and issuance of this permit.

##### Early Access

In the event that the Special Event Organizer shall deem it necessary to have early access to the Permitted Premises, it may be granted subject to approval by the Airport Director at his sole discretion.

##### Limited Rights Granted

The rights granted hereunder to Special Event Organizer shall be limited to the use of the Permitted Premises only and shall not extend to any other part of the Airport without the prior written approval of

the Airport Director. Subject to Paragraph E below, during the dates covered by the Permit, Special Event Organizer, in conjunction with the Airport Director, shall have an affirmative obligation to prevent members of the general public from entering the following portions of the Airport: 1) tenant hangars and private buildings unless so allowed by the tenant or the City; 2) the Airport Operation Areas (AOAs), except those portions of the Permitted Premises in the AOA; and, 3) the Aircraft Movement Area.

#### City Access

Special Event Organizer shall also provide for appropriate access as needed to the Permitted Premises by the Airport Director and designated airport staff, as well as Airport tenants and employees, to perform typical business activities during the dates prior to and during the Special Event. No person or activity shall restrict designated City employees and vehicles reasonable access to Airport facilities. At no time shall the Airport Director or airport staff be restricted from any portion of Airport property.

#### **C. Permitted Hours and Dates**

The Special Event dates and times approved as part of this Permit Application shall include designated set-up and event times as coordinated and approved by the Airport Director.

#### **D. Special Event Organizer's Responsibilities**

It is understood by the Special Event Organizer that, subject to the specific provisions of this Permit, the operation and staging of the Special Event, together with all related activities, is the sole obligation of the Special Event Organizer and not that of the City, and that any undertaking not specifically assumed by the City pursuant to this Permit shall be solely that of the Special Event Organizer; provided, however, nothing in this Permit shall be deemed to be for the benefit of any third party, or to impose any obligation upon the City or Special Event Organizer of any kind whatsoever with regard to any third party.

Special Event Organizer shall be permitted to designate a reasonable amount of space on the Permitted Premises for use by lawful and appropriate vendors, concessionaires or other business ventures upon mutual agreement of both the City and Special Event Organizer. It shall be the responsibility of Special Event Organizer to give information to the Airport Director verifying that each vendor, concessionaire, or business possesses a valid Commonwealth of Virginia Sales Tax Permit and any licenses or permits required by Campbell County before allowing for the set up or subsequent sales activities of any such sub-contractor. Upon request of the Airport Director, Special Event Organizer shall provide evidence that all vendors, concessionaires or business ventures meet all minimum Virginia Department of Health requirements and all other requirements as may be required by any applicable laws, codes, or ordinances, in force and which may apply to the Special Event.

#### **E. Control by Airport Director**

Regardless of any other provision of this Permit, and to the extent that they are in compliance with all FAA rules and regulations, the Special Event Organizer agrees that the Airport Director shall have the right to take full control of any aspect of the Special Event, or any part of the Permitted Premises, in order to protect or act in the best interest of the Airport, the viewing public, the flying public or the public in general. The Airport Director's authority shall include temporarily delaying or canceling the Special Event. In such an event, the Airport Director may require modifications or additions to the requirements of this Permit, and the Special Event Organizer shall agree to comply with said modifications or additions. Powers granted pursuant to this paragraph shall not be unreasonably exercised.

In addition to the above, the Airport Director shall have sole authority to establish and/or limit the maximum number of spectators that can be accommodated in the public areas of the permitted premises. The Special Event Organizers shall be responsible for determining a method of limiting entry to the permitted premises once the maximum number of spectators has been reached.

It shall be the responsibility of the Special Event Organizer to incorporate into its planning a method and plan acceptable to the Airport Director to provide for the onsite sheltering or evacuation of spectators in the event of a severe weather event.

## **F. Construction on Premises**

### **1. In General**

It is assumed in the granting of this permit that no significant construction upon the Permitted Premises will be undertaken by the Special Event Organizer. It shall be the obligation of Special Event Organizer to inform the Airport Director of any construction to be done by it or any persons or entities operating under it pursuant to this Permit, whether of a temporary or permanent nature, and no such construction shall occur without the Airport Director's prior approval. The Airport Director, at his sole discretion, shall determine whether or not any such construction is deemed significant. In the event that he so deems said construction to be significant, he shall have the right to deny such construction, or condition his approval for that construction by imposing restrictions and/or limitations upon Special Event Organizer, persons operating under its permit, and any contractors or subcontractors doing work pursuant thereto. The limitations may include, but are not limited to, code compliance, plan approval, insurance and bonding requirements, and progress reports. Any such approval shall also contain specific provisions for disposition of any such improvements so constructed or, at the sole discretion of the Airport Director, require that such improvements remain "as is" on the Permitted Premises. If such improvements are not determined to remain, all improvements identified for removal shall be undertaken in such a way that the Permitted Premises will be restored to the condition they were in prior to the construction of any such improvements.

Any costs involved in such construction shall be the responsibility of Special Event Organizer and not that of the City.

### **2. Hole Drilling and Excavation Prohibited**

Special Event Organizer is specifically notified that at a number of locations on the Airport, including upon the Permitted Premises, there exists unmarked underground utilities at locations not known to anyone other than the Airport which pose a hazard to persons or equipment drilling holes, placing stakes, or doing other excavation work on the Permitted Premises, with which contact could lead to personal injury or death. Therefore, no excavation of any kind whatsoever, including hole drilling or stake placement shall be permitted on the Permitted Premises by Special Event Organizer (or any officer, agent, servant, volunteer or employee of Special Event Organizer) without the prior written approval of the Airport Director or his designee. The marking of the location and size of said excavation or hole on the surface of the ground shall be coordinated with the Airport Director's representative. Any outside contracting expense shall be the responsibility of the Special Event Organizer.

In addition, the drilling of holes, placement of spikes or pegs, or other excavations on any airport paved surface for any purpose, including the erection of tents or similar structures, is prohibited except as expressly approved by the Airport Director.

## **G. Cleanup**

During and following the Special Event, the event organizer shall cause to have the Permitted Premises litter-free of all trash and refuse, shall empty all trash containers, replace/service toilet facilities (if provided), and generally cause the Permitted Premises to be presentable.

Organizer shall cause all other materials, structures, facilities and any other items of any kind whatsoever placed on the Permitted Premises to be removed therefrom, unless the same was authorized by the Airport Director, and the Permitted Premises returned to the same condition as they were prior to the Special Event and Exhibition.

Within five (5) days following the Special Event, the Organizer shall arrange for any satellite portable toilet facilities that were provided to be removed from the Permitted Premises.

In the event that Special Event Organizer fails to perform post-show cleanup required by this Article in a timely manner, the Airport Director may promptly employ persons or contractors to perform said work, and Special Event Organizer hereby agrees to promptly reimburse City for all costs so incurred, plus a sum equal to twenty-five percent (25%) of those costs, in order to compensate the City for overhead in pursuing the work.

## **H. Payments, Deposit, Reports and Record Keeping**

### **1. Airport Use Fee**

In the event a fee is charged for entry, Special Event Organizer will be subject to an Airport Use Fee based on **5.0%** of the event's gross revenues, or a minimum of \$150.00, whichever is greater. However, even if there is no admission fee charged for the Special Event, an Airport Use Fee may be charged depending upon the size, scope and nature of the Special Event to be conducted and the number of days held as shown in the Permit Application.

### **2. Security Deposit**

In the event an Airport Use Fee applies, the Special Event Organizer will provide a security deposit of \$150.00 (made payable to "The City of Lynchburg") when the Special Event Permit Application is submitted. The security deposit will be applied as partial or full payment (as applicable) of the required Airport Use Fee once the Special Event has been completed. In the event the Special Event Organizer's application is denied, or the Special Event is canceled, the Special Event Organizers shall be entitled to a full refund of the Airport Use Fee deposit.

### **3. Airport Expenses**

Depending upon the size and scope of the Special Event, the Organizer may be required to reimburse the Airport for all added costs incurred by the Airport and arising out of the Special Event including, but not limited to, payroll, cost of providing equipment and machinery related exclusively to the construction, preparation, alteration or modification of the airport facility and/or grounds as needed to stage the Special Event, plus airport-provided law enforcement for the event, in addition to any emergency costs incurred by the Airport, cleanup costs incurred under sub-section G.4. above, and license fees or taxes incurred pursuant to sub-section H.5. of this Permit.

### **4. Payment Dates**

As applicable, within forty-five (45) days of the conclusion of the Special Event, the Airport will furnish a final, itemized bill setting forth Airport's final expenses. This and any other payments due the Airport under this Permit shall be made from Special Event Organizer to City within thirty (30) days of the date of such itemized bill, unless otherwise set out in this Permit.

### **5. License Fees and Taxes**

Special Event Organizer hereby agrees to pay all license or permit fees, taxes and assessments of any kind whatsoever which arise from, or in the course of, the Special Event covered by this Permit.

## **I. Indemnity and Insurance**

### **1. Indemnification**

In respect to the Permitted Premises and all activities covered by this Permit, the Special Event Organizer shall indemnify and save harmless and provide a defense for the City, its agents, officials, and employees from any and all liability, damages, expenses, causes of action, suits, claims or judgments including all court costs and legal fees and other costs incurred in defending such claims, which may accrue against, be charged to, or recovered from or sought to be recovered from the City, its agents, officials, and employees, by reason of or on account of damage to the property of the City and the property of, injury to or death of any person arising from the Special Event Organizer's use and occupancy of the Permitted Premises or the performance of services or the exercise of any rights, pursuant to this Permit, which property damage, personal injury or death is alleged to be due or is due to any wrongful act, omission or negligence on the part of the Special Event Organizer, its agents, employees, or duly authorized representatives; and shall afford the City a reasonable opportunity to investigate any claim against the Special Event Organizer, its agents, employees, or duly authorized representatives. The Special Event Organizer is not required to indemnify, save harmless or provide a defense for the City for the negligent or willful acts or omissions of the City's agents, officials and employees.

## 2. Insurance.

### a) Requirement

In addition to any other insurance coverage required by this Permit (e.g. insurance to cover the damage or loss of property and/or equipment in or on the Permitted Premises), the Special Event Organizer shall obtain and maintain in effect throughout the term of this Permit the following insurance coverage:

- (1) \$3,000,000 Airport General Liability Insurance for bodily injury and property damage.
- (2) \$1,000,000 Automobile Liability combined single limit for all AOA vehicles that are restricted to the Permitted Premises only (licensed for operation on public roads).
- (3) \$3,000,000 Automobile Liability combined single limit for all other AOA vehicles that are permitted access to the Aircraft Movement Area (licensed for operation on public roads).
- (4) Such Worker's Compensation Insurance as is required by the Commonwealth of Virginia.
- (5) All other insurance required by law as may be requested by the Airport Director.

### b) Required Provisions

All insurance required by this Permit shall be obtained in accordance with the following:

- (1) The City, its officials, employees and agents shall be named as additional insured under the terms and conditions of the policies covering liability for personal and/or physical injuries (Including death) and property damage.
- (2) Any deductible or self-insured retention applicable to required coverages shall be paid by the Special Event Organizer and the City shall not be required to participate therewith.
- (3) Each of the insurance policies and certificates required herein, except for Worker's Compensation Insurance, shall bear the provision that the insurance company agrees that 30 days prior to cancellation of or reduction in the insurance afforded by the policy, written notice shall be provided to the City's Risk Management Division.
- (4) The insurance required of the Special Event Organizer herein shall be primary, and any insurance or self-insurance maintained by the City shall be in excess of the insurance required of the Special Event Organizer and shall not contribute therewith.
- (5) The Special Event Organizer's failure to comply with any reporting provisions of the insurance policies shall not affect coverage provided to the City.
- (6) Neither party hereto shall be liable to the other party or to the insurer of other party claiming by way of subrogation through or under such other party with respect to any loss or damage to the extent that such other party shall be reimbursed or has the right to be reimbursed out of that party's property insurance coverage carried for such other party's protection with respect to such loss or damage, and the parties specifically waive, but only to the extent permitted by provisions of the insurance policy in question, their rights of subrogation as aforesaid. It is further understood and agreed that if either party's insurer does not waive its right of subrogation or the insurer's policy prohibits or does not allow for said waiver of subrogation, then the other party is also relieved of its waiver of subrogation obligation as aforesaid.
- (7) All insurance will be obtained by the Special Event Organizer from insurance companies authorized by Virginia's State Corporation Commission to do business in Virginia.

### c) Certificates Required

The Special Event Organizer shall provide the City with Certificates of Insurance confirming the required insurance and coverages and the additional insured endorsement, signed by a

person authorized by the insurance company to bind the company to the representations contained therein. Certificates of insurance shall be provided to the City's Risk Management Division by the Special Event Organizer no later than thirty (30) days prior to the Special Event and thereafter within ten (10) days of a request by the City for confirmation of insurance. Said insurance need only be in effect for the period during which Special Event Organizer, and those claiming through it under this Permit, is in possession of, is using, or is upon the Permitted Premises, but no less a period of time than \_\_\_\_\_ through \_\_\_\_\_. Airport Director may deny access of Special Event Organizer to the Permitted Premises until such insurance is in effect and the requisite certificates have been provided to him.

d) Subcontractors, Suppliers, Vendors, Concession Providers, etc.

Unless covered by the policy of the Special Event Organizer, all subcontractors, suppliers, equipment operators, vendors, concession providers, etc. of the Special Event Organizer, which perform their services or activities on Airport property, shall be subject to all of the insurance requirements contained within this Permit.

e) Payment of Insurance Premiums

The failure of the Special Event Organizer to maintain all of the insurance coverage required by this Article, or to pay all of the insurance premiums when due and payable, shall be grounds for the immediate termination of this Permit, without any prior notice by the City.

f) Liability to the City

The Special Event Organizer's liability to the City under this Article shall not be limited to the amounts of the insurance coverage provided herein.

g) Modification of Insurance Requirements

The City reserves the right to review and/or modify the insurance requirements herein prior to any renewal or extension of this Permit.

h) Increased Coverages

The City reserves the right to require Special Event Organizer to Increase the coverages set forth above and to provide evidence of such increased insurance coverage.

**J. Airport Security Program**

The Special Event Organizer agrees to comply, at all times, with the Airport's Security Program (ASP) and requirements, as applicable. The Special Event Organizer shall, in conducting its activities and operations in or about the Permitted Premises and the Airport, be responsible for compliance with the ASP, and shall be liable for and shall pay any Transportation Security Administration (TSA) fine or fee imposed on the City as the result of, or in connection with, the Special Event Organizer's failure to comply with the ASP as applicable. In accordance with the Airport Security Program required by TSA Regulations, the Special Event Organizer agrees to assume authority and responsibility for any vehicular access in and around the Permitted Premises in compliance with the Airport Security Plan, as applicable.

**K. Potentially Hazardous Substances**

1. Except as otherwise provided herein, the Special Event Organizer warrants that they shall keep the Permitted Premises free of all environmental, health or safety hazards and/or nuisances of any kind whatsoever. In addition, except as otherwise provided herein, the Special Event Organizer will not make or allow to be made any change in usage, additions, or improvements in, on or to the Permitted Premises which will result in the presence or release of Hazardous Materials on the Permitted Premises.



2. The Special Event Organizer shall be required to obtain, maintain and comply with all permits, authorizations and registrations required by law for its operations on the Permitted Premises.
3. The City reserves the right to enter the Permitted Premises, at any time, to determine whether the Special Event Organizer is complying with the terms and conditions of this Article.
4. The Special Event Organizer shall furnish, upon the reasonable request of the City, all report(s), assessment(s) or other document(s) satisfactory to the City showing, to the extent the Permitted Premises are being used and/or have been used by it for any activities involving, directly or indirectly, the use, generation, treatment, storage or disposal of any Hazardous Materials, that the Special Event Organizer is in compliance with any applicable federal, state, or local laws, regulations, or ordinances.
5. The Special Event Organizer shall immediately furnish to the City's Airport Director written notice of any and all releases of hazardous wastes or substances whenever such releases also are required to be reported to any federal, state, or local authority, and shall pay for all clean up and removal costs. Such written notice shall identify the substance released, the amount released, and the measures undertaken to clean up and remove the released material and any contaminated soil or water, and shall further certify that no contamination remains. The Special Event Organizer shall also provide the Airport Director with copies of any and all reports resulting from tests on Airport property or made to any governmental agency, which relate to Airport property.
6. The Special Event Organizer shall be responsible, at its sole cost, for the prompt and proper collection and disposal of all toxic or hazardous wastes created, used or released by it or by those claiming through it under this Permit, as well as for petroleum product wastes so created, used or released.
7. The City shall have the right, but not the obligation, to enter onto the Permitted Premises and to take such actions as it reasonably deems necessary or advisable to clean up, remove, resolve or minimize the impact of, or otherwise deal with, any of the events described above, which, if true, could result in an order, suit or other action against the City affecting any part of the demised property by any governmental agency or otherwise which, in the sole opinion of the City, could jeopardize the City. All costs and expenses incurred by the City in the exercise of any such right shall be payable by the Special Event Organizer upon demand.
8. Regardless of the City's acquiescence, and in addition to indemnification provisions contained elsewhere in this Permit, the Special Event Organizer shall, from the date of this Permit, defend, indemnify, and hold the City of Lynchburg, its agents, officials, and employees, harmless from all costs, liabilities, fines or penalties, including attorney's fees, resulting from or arising out of the Special Event Organizer's violation of this Article, and agrees to reimburse said parties for any and all costs and expenses incurred in eliminating or remedying such violations. The Special Event Organizer further covenants and agrees to reimburse the City, and to hold the City, its agents, officials, and employees, harmless from any and all costs, expenses, attorney's fees and all penalties or civil judgments obtained against the City, after the date of execution of this Permit, as a result of the Special Event Organizer's use, release, leakage, spillage, discharge or disposal of any petroleum product, hazardous substance, material or waste, onto the ground or into the water or air. The provisions of this paragraph shall have no impact whatsoever on the Special Event Organizer's indemnification obligations to the City under any other Permit between the Special Event Organizer and the City.

#### **L. Rights Reserved by the City**

The City, in addition to any other rights herein retained by it, specifically reserves the following privileges:

1. The City's Airport Director, or his designee, is hereby designated as the official representative for the enforcement of all provisions of this Permit with full power to represent the City in its dealings with the Special Event Organizer in connection with the rights herein agreed.
2. All actions related to policy determination, authorization of assignment or sublets of this Permit, or other similar matters affecting the terms of this Permit, shall emanate from the Council of the City of Lynchburg or its designee.
3. The City reserves the right to enter upon the Permitted Premises at any reasonable time for the purpose of making any inspection it may deem expedient to the proper enforcement of the covenants or conditions of this Permit.
4. The City reserves the right to enter upon the Permitted Premises at any time in case of emergency.
5. The City reserves the right to take any action it considers necessary to protect the area of approaches of the Airport against obstruction, together with the right to prevent the Special Event Organizer from erecting, or permitting to be erected, any structure on the Permitted Premises, which, in the opinion of the City, would limit the usefulness of the Airport, or constitute a hazard to aircraft. This right Includes:
  - a) Prohibiting the erection of structures or growth of natural objects that would constitute an obstruction to air navigation, and
  - b) Prohibiting any activity on the land that would interfere with or be a hazard to the flight of aircraft over the land or to and from the Airport or interfere with air navigation and communication facilities serving the Airport.
6. The City reserves the right to control all Airport operations, including the right to designate the take-off and landing location of the Special Event Organizer's aircraft or helicopter(s), aircraft or balloons. The right to control Airport operations shall include, without necessarily being limited to, the following: the right to close any airport facility(ies), without any liability to the Special Event Organizer for the consequences of any the closing, when it deems such closing to be reasonably necessary for the maintenance, repair or development of any Airport property or facility(ies) and/or for the safety of the general public. This right shall also include the right to reserve adequate apron area for the landing, unloading and parking of aircraft at the Airport. All privileges and rights to the use of the Airport, other than those specifically granted to the Special Event Organizer within this Permit, are hereby reserved to the City.
7. No exercise of any rights reserved to the City by this Article shall be construed as an eviction of the Special Event Organizer, nor shall such exercise be grounds for any abatement of rentals, fees or charges provided for by this Permit, nor shall such exercise be grounds for any claim or demand for damages, of any nature whatsoever.
8. Special Event Organizer hereby agrees and acknowledges that it has examined the Permitted Premises and is aware of its condition, and accepts the same as is without any warranties of any kind whatsoever, expressed or implied, from City as to the fitness of the facilities for the purposes of holding the Special Event.
9. Cancellation of the Special Event. The City shall have the right to cancel the Special Event without any liability to the Special Event Organizer if the United States Government, or the Commonwealth of Virginia, request the use of the airport property for military or national use. In the event the Special Event is cancelled pursuant to this provision, the Special Event Organizer shall not have any claim or demand for damages, of any nature whatsoever, against the City, the Airport or their officials, employees or agents.

#### **M. Signs and Advertising**

Special Event Organizer shall not erect, install or operate, or cause or permit to be erected, installed

or operated, any signs on the Permitted Premises without the consent of the Airport Director, and all costs associated with such installation shall be borne solely by Special Event Organizer or its sub-licensees. Special Event Organizer shall not use the Airport's or City's name, logo, or mark in any advertising or sign, nor shall it represent that City is involved in producing or sponsoring the event without its written consent.

#### **N. Observance with Laws, Rules and Regulations**

Special Event Organizer agree to observe and comply with all laws, ordinances, rules and regulations of the United States of America, Commonwealth of Virginia, City of Lynchburg, County of Campbell and their respective agencies which are applicable to the activities at the Airport, and further agree to observe and comply with all Airport rules and regulations in existence as of the execution of this Permit and which may, from time to time, be promulgated by the United States of America, Commonwealth of Virginia, City of Lynchburg governing the conduct on and operations at the Airport and the use of its facilities as administered by the Airport Director.

#### **O. Property**

##### **1. Damage to or Loss of Property**

The City shall not be liable for any damage to or loss of any of the Airport Organizer's property or the property of any of its volunteers, agents or representatives which is brought onto the Airport premises, regardless of how such damage or loss may occur. It is expressly agreed and understood that the Airport Organizer, its volunteers, agents or representatives, in bringing their property onto the Airport premises, do so at their own risk.

##### **2. Responsibility for Damage/Destruction**

The Special Event Organizer is responsible for any damage to or destruction of the airport property or any of the City's personal property caused by the negligent or willful acts of the Special Event Organizer, its employees, agents, or persons it invites or permits to be on the Airport premises.

##### **3. Restoration of Property**

Upon the expiration or termination of this permit, the Special Event Organizer's authority to use the airport premises and the rights herein granted shall cease, and the Special Event Organizer shall promptly vacate the premises after restoring the same to its original condition, ordinary wear and tear excepted.

#### **P. Licensee**

Special Event Organizer hereby warrants and represents that, in the performance of its obligations under this Permit, it is acting solely as an independent licensee and in no way, directly or indirectly, is it acting as an agent for the City. Special Event Organizer further agrees that any and all members and employees of Special Event Organizer, or other persons while engaged in the performance of any services required of Special Event Organizer under this Permit, shall not be considered employees or agents of the City, and any and all claims which may or might arise under the Workers' Compensation Act of the Commonwealth of Virginia on behalf of said members or employees or other persons while so engaged, and any and all claims made by third parties as a consequence of any act or omission on the part of Special Event Organizer or of its members, agents and employees or any other persons, while so engaged in any services provided to rendered herein, shall in no way be the obligation or responsibility of the City.

#### **Q. Applicable Law**

This Permit, together with all of its articles, terms and provisions, is made in the Commonwealth of Virginia and shall be construed and interpreted according to the laws of the Commonwealth of Virginia.

#### **R. Amendments**

Any amendment to this Permit shall be in writing and shall be executed by the same parties who

executed the original Permit or their successors in office.

**S. Severability**

In the event any provision herein shall be deemed invalid or unenforceable, the remaining provisions shall continue in full force and effect and shall be binding upon the parties to this Permit.

**T. Notices**

Notices to the Special Event Organizer provided for herein shall be sufficient if sent by Certified Mail, postage prepaid, addressed to the Director of the Special Event Organizer, or other representative persons or addressees as the Special Event Organizer may designate to the City in writing from time to time, at \_\_\_\_\_, Lynchburg, Virginia \_\_\_\_\_. Notices to City provided for herein shall be sufficient if sent by Certified Mail, postage prepaid, addressed to the Airport Director, Lynchburg Regional Airport, 350 Terminal Drive, Suite 100, Lynchburg, Virginia 24502, or to such other representative persons or addressees as the City may designate from time to time. Such notice or demand shall be deemed to have been given or made when sent by the use of electronic mail or when deposited, postage prepaid, in the U.S. Mail.

**U. Entire Permit**

This Permit, including all attachments, constitutes the entire Agreement between the City and the Special Event Organizer, and supersedes all prior written or oral agreements and negotiations between the parties relating to the subject matter hereto.

**Section IV - Submitting the Application**

After completing all sections of the Permit Application, sign where indicated below and submit two (2) copies of the application to:

Andrew La Gala, A.A.E.  
Airport Director  
Lynchburg Regional Airport  
350 Terminal Drive, Suite 100  
Lynchburg, VA 24502

Tel: 434-455-6089  
Email: [airport@lynchburgva.gov](mailto:airport@lynchburgva.gov)

***Affidavit of Applicant***

I certify that the information contained in this Special Event Permit Application is true and correct to the best of my knowledge and belief, and that I understand and agree to abide by all regulations, provisions and rules established by Lynchburg City Council, the Virginia Department of Aviation, the Federal Aviation Administration and the Lynchburg Regional Airport. I agree to abide by these rules and the terms and conditions of this permit application and further certify that, on behalf of the event organization named below, agree to be financially responsible for any costs and fees which may be incurred.

\_\_\_\_\_  
Name of Special Event Organization

\_\_\_\_\_  
Name/Title of Authorized Official

\_\_\_\_\_  
Signature of Authorized Individual

\_\_\_\_\_  
Date of Application

---

**Permit Issuance Section**

Permit ☐ Approved ☐ Denied

By: Andrew La Gala, A.A.E., Airport Director

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Conditions or Comments:

G: Shared/Permits/Special Event Permit Application - Rev. 2/25/21







