



# Richmond Redevelopment & Housing Authority

## Special Event Procedure

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Special Event Application

# Section 1: Introduction

Third parties or outside organizations often have a desire to use facilities or vacant land owned by RRHA. Limited time use of RRHA properties are considered Special Events, and certain steps must be taken in order to ensure proper approval, and that RRHA's interests are protected. This Special Event Procedure outlines those requirements.

## Section 2: Terms and Conditions

Third parties who wish to use RRHA properties for a Special Event must contact the Executive Office in writing at least 30 days prior to the expected date of use. The written notice must state the date of the event, start and end time of the event, exact location(s) for desired use, reason for use, and if applicable the name of event, as well as total expected attendance to include participants as well as vendors and workers. An individual contact person must be listed who (if applicable) is authorized to speak or make decisions on behalf of the organization, and if necessary sign a contract. The request must also indicate if RRHA will be expected to sponsor the event. Please see Appendix for a form that can be used by third parties for a Special Event. The Executive Office will make the decision at their sole discretion whether to authorize the use of RRHA property and whether to sponsor the event. Risk Management must be notified of all Special Events and will obtain Special Event General Liability coverage from RRHA's insurer.

## Section 3: RRHA Sponsored Events

If RRHA chooses to sponsor a Special Event, this means RRHA will assume the liability for the event. Depending on the type of event, this may require taking on much of the planning arrangements and costs, providing security, approving vendors, and entering into multiple contracts, among other potential responsibilities. It is encouraged that the only Special Events to be sponsored by RRHA are events that directly benefit RRHA residents, are small in scope, do not have any vendors, and do not require any written contracts, such as Tenant Council meetings.

For RRHA sponsored events, the necessary arrangements for contracts and insurance will be determined by and coordinated between the Executive Office, Risk Management, and the department that manages the property to be used for the event.

## Section 4: Non-RRHA Sponsored Events

If a Special Event is approved and is not sponsored by RRHA, the organizer of the event must enter into a contract with RRHA. The contract is to state the date, time and location of the event, and that the organizer, whether a for-profit company, charity, or individual, is solely responsible for the organization of the Special Event, as well as all participants and any associated liability. The contract also stipulates that the organizer is to return the property to RRHA in the condition it was found, and is not to earn a profit on the event based upon any use of RRHA property.

Finally, the contract states the organizer will waive any liability against RRHA as well as provide their own insurance for the event. Many organizations may have their own existing insurance that will cover a Special Event. For individuals, or those organizations that do not have existing insurance, Special Event insurance must be obtained. It is up to the event organizer to procure this insurance on their own, RRHA cannot direct an organizer to any particular coverage, only suggest they contact an insurance agent.

The contract must be signed and returned to RRHA for review at least 10 business days prior to the event. Organizers must provide a Certificate of Insurance to RRHA with their signed contract. The contract and Certificate of Insurance is to be distributed to the Executive Office, Risk Management, and the department that manages the property to be used for the event.

## Internal procedures:

COI and endorsement will be held by:

Final approval needs to be routed to:

## Instructions for Special Event Organizers

Initial approval only means you can proceed. A contract is required for the actual event to take place.

# Special Event License Agreement

**THIS SPECIAL EVENT LICENSE AGREEMENT (this “Agreement”)** is made on this, the \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between the **RICHMOND REDEVELOPMENT AND HOUSING AUTHORITY, a political subdivision of the Commonwealth of Virginia** (hereafter, “RRHA” or “the Authority”), and **[LEGAL NAME OF LICENSEE]** (hereafter, the “Licensee”).

Now, therefore, In exchange for the mutual covenants herein contained, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, RRHA hereby grants unto the Licensee a limited, temporary, non-exclusive license (a “License”) to use, in accordance with the further Terms and Conditions of this Agreement, that certain real property commonly known as follows (hereafter, the “Property”):

**[DESCRIBE PROPERTY]**

## Terms and Conditions.

**1. Scope of License.** During the term of the License, the Licensee (along with its agents, employees, and invitees, as such shall hereafter be referred to, collectively, as the “Licensed Parties”) shall have a limited, temporary, non-exclusive right to commercially reasonable entry onto the Property, at such times during the term of such License as RRHA may, in its absolute discretion, may determine is reasonable, for the purpose of holding, performing, or facilitating a certain special event (the “Event”), which is more specifically described as follows:

**[DESCRIBE EVENT ACTIVITIES]**

**2. Term of License.** The License herein granted shall take effect on the date of \_\_\_\_\_ at \_\_\_\_\_ o’clock **[a.m./p.m.]**, and shall automatically terminate on the date of \_\_\_\_\_ at \_\_\_\_\_ o’clock **[a.m./p.m.]** (hereafter, the “Term,” unless earlier terminated in RRHA’s sole discretion, or otherwise terminated or extended upon the mutual written agreement of the Parties hereto.

Licensee is permitted to use of the Property for set up or clean up purposes for a reasonable time prior to and immediately following Event within the term of License described above. However, no use of the Property will be allowed until this agreement is executed and RRHA has approved any policy of insurance required by law or by this Agreement.

3. **Licensee responsibilities generally.** Licensee understands and agrees that all planning, associated costs, and other burdens of Event are fully and solely the responsibility of the Licensee; provided, however, that any associated or customary cost charged by RRHA for use of the Property is waived. If required, Licensee will procure all necessary permits and licenses required for the Event. Licensee shall fully comply with all laws, regulations, and ordinances applicable to the Property and the License, and shall likewise ensure the Event and associated activities comply as well. Licensee is to protect all private and publicly owned property located within or upon the Property, and shall return the Property in condition no worse than of that previous to Event. Licensee will be responsible, at Licensee's sole expense, for picking up any trash or debris left upon the Property. Licensee shall repair any damage that is caused to the Property as a result of the Event or the License, or shall fully compensate RRHA for the same. Licensee agrees there will be no consumption of alcohol allowed on the Property during the Event. Licensee shall not earn a profit in relation to use of the License, and agrees not to charge participants or vendors money for any activity related to the Event in an amount greater than Licensee's actual costs for such activity.

4. **Condition of Property.** RRHA makes no representations or warranties concerning the condition of the Property. RRHA reserves the unilateral right to terminate the License at any time, and for any reason, at RRHA's sole and unreviewable discretion.

5. **Cancellation of Event.** In the event of termination of the License or cancellation of the Event, whether caused by any person, RRHA shall not be liable for any expenses or damages incurred by Licensee or the Licensed Parties, including lost profits. Licensee is responsible for, and agrees to assume all liability for, any damage caused to or by any subcontractor, worker, volunteer, participant, vendor, or actual or potential attendee who may be in any way involved with Event.

6. **Subcontractors.** Licensee shall ensure all subcontractors and vendors participating in Event are properly licensed to conduct the business contracted for, and possessed of policies of insurance sufficient in kind and value for the work to be performed.

7. **Waiver of liability; indemnity.** To the fullest extent permitted by law, Licensee hereby assumes any and all liability for the License and the Event. Licensee, for itself and the Licensed Parties, shall defend and indemnify RRHA, and all of its officers, directors, agents, employees, assigns, and volunteers (hereafter, collectively, the "Indemnified Parties"), against any and all claims of liability of any kind (along with any costs or expenses associated therewith, including attorney's fees, irrespective of the person who raises such claim, if such claim of liability arises as a result of the License, the Event, or this Agreement, or is otherwise due to the entry onto the Property of any Licensed Party; and Licensee further agrees to hold the Indemnified Parties harmless from such claims. Such agreement to defend, indemnify, and hold harmless shall include, without limitation, claims of liability of the following nature:

- a. Claims of injury or damage to any person or property resulting, directly or indirectly, from any condition or circumstance of any kind whatsoever which may exist upon any of the Property, now or in the future, whether such condition or circumstance was known or unknown by any of the Indemnified Parties, or the Licensee, or was discoverable or was in fact discovered by the any of the Indemnified Parties, or the Licensee, except to the extent such claims and other liabilities arise as a result of the intentional misconduct of RRHA, or an agent or employee thereof acting within the scope of such individual's agency or employment; and
- b. Claims of injury or damage to any person or property resulting, directly or indirectly, from any past or future act or omission performed by an Indemnified Party, unless such injury or damage arises as a result of the intentional misconduct of RRHA, or an agent or employee thereof acting within the scope of such individual's agency or employment.

Notwithstanding the foregoing, RRHA reserves the right, but not the obligation, to participate in the defense of any action, including retaining its own legal counsel at the Licensee's expense, without relieving the Licensed Parties of any obligation hereunder.

8. **Insurance.** Licensee shall maintain, at its sole expense, general liability insurance covering the Property and Event with an aggregated claim limit of no less than One Million and 00/100 Dollars (\$1,000,000.00). Any use of Licensee-owned vehicles on the Property will additionally require the Licensee to maintain auto liability insurance. RRHA further reserves the right to require, in its unfettered discretion, such additional types or levels of insurance as the nature of Event may dictate. Each such policy of insurance must waive subrogation against RRHA and the Indemnified Parties. RRHA must be properly endorsed as an additional insured on any policy of insurance covering the Event. Prior to any use of the Property, or commencement of the Event, Licensee shall have all required policies of insurance in effect, and shall deliver to RRHA all endorsements and certificates of insurance evidencing coverage as required herein. Such certificates and endorsements shall be approved at the sole, unfettered discretion of RRHA, and must be approved prior to any Event activity taking place. The coverage, limits, and endorsements required herein protect the primary interests of RRHA, and Licensee agrees it shall in no way reduce, limit, or otherwise modify the coverage, limits, or endorsements required by this Agreement, which any Indemnified Party reasonably relied upon when assessing the extent or determining appropriate types and limits of coverage to protect against any loss exposures, whether as a result of Event, the License, or otherwise.

9. **Miscellaneous terms.** The Licensee agrees that Licensee's obligations under this Agreement shall, as applicable, survive the conclusion of the Event, or termination of this Agreement or the License granted herein. Licensee agrees that this Agreement shall be construed under the laws of the Commonwealth of Virginia, and agrees that for any litigation arising under this Agreement, jurisdiction and venue shall be exclusively proper in those Virginia and United States trial courts seated in the City of Richmond, Virginia, as each such court may exercise subject matter jurisdiction over such litigation. Both parties agree that this Agreement may be executed in any number of counterparts, each of which may be regarded as an original and all of which constitute the same Agreement. If any

provision of this Agreement is found invalid or unenforceable by a court of competent jurisdiction, such provision shall be construed as the intent of the parties hereto to the greatest extent permitted by law, and all remaining provisions of this Agreement shall remain in full force and effect. This Agreement may not be modified or amended except by a subsequent written agreement executed by both parties hereto. This Agreement shall supersede, replace, and render without effect all other or prior agreements, whether written or verbal, which concern the subject matter herein addressed.

In execution hereof, witness the signatures and seals of the parties hereto, made this the date first above stated:

**RICHMOND REDEVELOPMENT AND HOUSING  
AUTHORITY, a political subdivision of the  
Commonwealth of Virginia**

By: \_\_\_\_\_

**[Steven Nesmith]**

**Chief Executive Officer**

**[LEGAL NAME OF LICENSEE]**

By: \_\_\_\_\_

**(SIGNATURE)**

\_\_\_\_\_  
**(PRINTED NAME)**

\_\_\_\_\_  
**(TITLE)**