



VILLAGE OF MARVIN

10004 New Town Road | Marvin, NC | 28173 | Tel: (704) 843-1680 | Fax: (704) 843-1660 | www.marvinncc.org

Marvin Efird Park Barn Rental Agreement

Name: _____ Cell Phone: _____
Address: _____ City, State, Zip: _____
Email: _____ Organization: _____
Event: _____ Event Date: _____

Event Time: _____ *rental time includes setup and cleanup

Number of Guests: _____ Number of Vehicles: _____
(Please note: Parking is limited to 100 vehicles)

\$300 Required Security Deposit (Refundable): Amount: \$ _____ Paid: cash / check

Marvin Taxpayer (4 hours)

Non Marvin Taxpayer (4 hours)

| | | |
|-----------------------------|--------|--------|
| Mon-Thursday | \$ 100 | \$ 200 |
| Friday-Sunday | \$ 150 | \$ 300 |
| Legal Holiday | \$ 200 | \$ 400 |
| Extra Hour Fee (1 hour max) | \$ 50 | \$ 100 |
| Wedding Fee | \$2000 | \$2500 |

(Wedding Fee rental includes additional setup and cleanup time beginning Friday afternoon through Sunday afternoon)

Rental Fee Amount: \$ _____

*Non Profit & Not-For-Profit Group events less than 100 guests, fee is the same as the Marvin Taxpayer fee. For events with greater than 100 guests, please see item P in rental agreement.

*Non Marvin Taxpayers are eligible for a \$25 discount if they have a current annual parking pass.

Total Balance Due: Amount: \$ _____ Paid: cash / check / credit

The Renter must sign this Rental Agreement in the space provided. By doing so, the Renter agrees to adhere to the following requirements, unless special arrangements have been noted by staff on this Rental Agreement, and agrees to accept the consequences for their failure to do so.

A. Reservation. Renter's hold on a particular shelter is not official until this Rental Agreement has been completed and the deposit has been paid. The reservation deposit and fees are required a minimum of 2 weeks prior to event date.

B. Maximum Occupancy. Maximum occupancy of the barn is 100 persons. This number includes all persons in attendance, regardless of age, and all contract vendors and vendor staff.

C. Parking. All vehicles using parking areas must display a valid parking permit. Temporary parking passes for guests will be provided to Renter upon completion of a Rental Agreement and payment of deposit and rental fees. Renter is responsible for ensuring that parking passes are provided to all guest vehicles and that passes are properly displayed. Vehicles without a parking permit/pass are subject to removal. Parking is not permitted in

undesigned parking areas. No parking permitted on grass or along main drive. Vehicles parking in an undesigned parking area, on the grass or along the main drive are subject to removal. No parking shall be permitted in the first 4 spaces in the front parking area. These spaces shall be reserved for non-event park guests.

D. Cancellation. If the Renter cancels their reservation at least two weeks in advance of the reserved date, 100% of their deposit and rental fee will be refunded. Any cancellation within two weeks' notice will result in the loss of rental fees, however the deposit will be returned. The cancellation must be in writing.

E. Park hours. Marvin Efirm Park hours vary with the season. Please check current hours. Rentals may only be during operating hours.

F. Alcohol. No person may possess or consume alcoholic beverages on Village property, except where appropriate ABC permits have been issued where applicable. The Renter must sign the Release and Indemnity Agreement and the Alcohol Beverage Control Rules at the time of rental.

G. Smoking/tobacco policy. Smoking and smokeless tobacco use is prohibited.

H. Nuisance. The Renter is responsible for the conduct of guests during the rental period. Any public nuisance may, at the discretion of the Village or Union County Sheriff Officers, be grounds for ejection from the facilities.

I. Noise. It shall be unlawful and shall constitute a nuisance for any person or group of persons, regardless of number, to willfully make, continue or cause to be made or continued any loud, raucous and disturbing noise, which term shall mean any sound which, because of its volume level, duration and character, annoys, disturbs, injures or endangers the comfort, health, peace or safety of reasonable persons of ordinary sensibilities within the Park.

- 1. It shall be unlawful for any person or entity to emit or cause to be emitted any noise across a property line or to a public street, sidewalk or public vehicular area in excess of 65 db(A) between 8:00 a.m. and 9:00 p.m. Sunday through Thursday and between 8:00 a.m. and 11:00 p.m. on Friday or Saturday or 50 db(A) at any other time, as measured anywhere within the boundary line of the nearest residentially occupied property.**
- 2. If music is planned for an event, the side and rear barn doors must remain closed at all times.**

J. Trash. Trash containers are provided on park grounds. The renter is responsible to clean and police the facility, removing all refuse, litter, and decorations or other items related to the rental that have accumulated as a result of the use. Failure to do so will result in a complete or partial forfeiture of the security deposit as detailed in section K.

K. Damage and deposit. A \$300.00 security deposit is required in addition to the rental fee, which shall be refunded only if Village staff determines that all conditions of this Rental Agreement have been met. The Renter's responsibility shall not be limited to the amount of the deposit. In the event of a violation of this Rental Agreement, the deposit may be retained to recover the administrative cost of recovering damages from the Renter, which shall be in addition to the deposit amount.

Please Note: *The Village has ten (10) business days following the event to return any deposit after determining that no damages were incurred.*

Common violations of the Agreement and penalties are listed below:

| | |
|--|------------------------------------|
| Overflowing Trash | \$50 |
| Trash/Debris/Decorations left in barn | \$60 |
| Broom Cleaning | \$40 |
| Mop Cleaning | \$80 |
| Arriving Early/Staying Late | \$60 |
| Return Tables/Benches to original location | \$75 |
| Damage to Table/Benches | \$150 minimum up to cost of repair |
| Replacement Table/Bench | Book value plus \$100 |
| Damage/Deface Barn | \$300 minimum up to cost of repair |

L. Minimum age. Renters must be at least twenty-five years of age, and the event must be supervised by a responsible adult at all times.

M. Facilities rented. Most of the events for which the barn is rented occur on weekends. Renters are advised that the facilities for which rental fees are paid, reserves only the barn shelter. Play area, restrooms, picnic tables and park fields/trails are open to the public and patrons must share these facilities respectfully.

N. Rate increases. Rental rates are subject to change at any time. If the rental rate is increased between the date that the shelter is reserved and the date of your event, the rate at the time of the reservation shall apply.

O. Refunds. There are no refunds in part or in whole of rental fees, whether due to inclement weather, messy facilities, or for any other reason. At times the barn is rented for several consecutive days by different patrons, so the condition of the barn is dependent upon how well the previous renter adheres to this Rental Agreement. If the facility has not been adequately cleaned when the Renter takes occupancy, they are encouraged to photograph the preexisting condition to assist the Village in dealing with that previous renter, but unfortunately, you will be expected to leave the shelter and grounds in good condition at the end of your event.

P. Community Organizations: Organizations located within the Village’s sphere of influence may sponsor an event with greater than 100 guests. A Temporary Use Permit application is required. Signs notifying the public of the event shall be posted at the park entrance at least three days in advance of the event. Attendance will be limited to 300 people and parking is limited to 100 cars, to be controlled by a ticket system. Payment for barn rental shall be at the non-taxpayer rate due to the increased demand for staffing.

I have read and understand the facility usage stipulations and agree that our group will follow them. I will inform and explain the stipulations to all the guests and participants. I have read and understand the Village of Marvin Park Rules and Ordinances. I also understand that the Village of Marvin and its employees will be held harmless for claims resulting from use.

Renter Signature

Date

Date Approved: _____ Parking passes given on _____

Notes/Conditions: _____

Damages Noted: _____

Deposit Amount Returned: \$ _____ Date Deposit Returned: _____

TUP # _____