



Date Approved: _____
 Deposit Amount Returned: \$ _____
 Date of Returned: _____
 TUP # _____

Marvin Efird Park Barn/Picnic Shelter Rental Agreement

Name: _____ Phone: _____
 Address: _____ City, State, Zip: _____
 Email: _____ Organization: _____
 Event: _____ Event Date: _____
 Event Time: _____ (Rental time should include setup and cleanup)

Space Desired: Barn ___ or Picnic Shelter ___ Number of Guests: _____ Number of Vehicles: _____

Maximum occupancy of the barn is 100 persons, while maximum occupancy of the shelter is 75 persons. These occupancy limits include all persons, regardless of age and include all contract vendors and staff.

	Barn (4 Hours)		Picnic Shelter (4 Hours)	
	Marvin Resident	Non-Marvin Resident	Marvin Resident	Non-Marvin Resident
Security Deposit	\$400	\$400	\$300	\$300
Monday-Thursday	\$150	\$250	\$75	\$150
Friday-Sunday	\$200	\$350	\$125	\$250
Legal Holiday	\$250	\$450	\$150	\$300
Extra One-Hour Fee	¼ of fee	¼ of fee	¼ of fee	¼ of fee

Security deposit is refundable after inspection. The Village will mail a refund check within 20 days after the event.

*Non-Profit Group less than 100 guests, the fee is the same as the Marvin Resident Fee. A Temporary Use Permit (TUP) is required for all events greater than 100 guests with 60-day notice and a \$75 fee. **

Non-Marvin Residents with a current annual parking pass are eligible for a \$25 discount.

Security Deposit (Refundable): **Amount: \$ _____** Paid: cash or check

Rental Fee: **Amount: \$ _____** Paid: cash, check, credit

Total Balance: **Amount: \$ _____** Paid: cash, check, credit

I have read and fully understand the facility usage requirements and agree that all guests will follow them. I have read and fully understand the attached Park Rules and Ordinances. I understand that the Village of Marvin and its employees will not be held responsible for all claims resulting from use.

Signature

Date

MARVIN EFIRD PARK BARN/PICNIC SHELTER RENTAL AGREEMENT INSTRUCTIONS

- 1.** All Barn/Picnic Shelter reservations are not final until the Security Deposit is paid and the Rental Agreement has been completed. The Rental Deposit and all fees are required at least 2 weeks prior to event.
- 2.** The maximum capacity of the Barn is 100 people, which includes all persons in attendance regardless of age and all contract vendors. The maximum capacity of the Picnic Shelter is 75 people, which includes all persons in attendance regardless of age and all contract vendors.
- 3.** Parking is permitted in designated parking areas along the side lot on the left entering the park and overflow parking is located in the field behind the tree canopy. Parking is not permitted on grass or along main driveway. Vehicles parking in an undesignated parking area are subject to removal.
- 4.** Marvin Efird Park hours vary with the season. Please check current hours. Rentals may only be during operating hours.
- 5.** No person may possess or consume alcoholic beverages on Village property, unless 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 the reservation is made.
- 6.** All smoking, smokeless tobacco and vaping use is not permitted on Village property.
- 7.** The Renter is responsible for the conduct of all guests during the rental period. Any public nuisance may be cause for ejection and future reservations from the facilities at the discretion of the Village or Law Enforcement.
- 8.** 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:
 - i. 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.*
 - ii. If music is planned for an event, the side and rear barn doors must remain closed at all times.*
- 9.** Trash containers are provided on park grounds. The renter is responsible to clean and inspect the facility, removing all trash, decorations and other items related to the event. Failure to do so will result forfeiture of the security deposit.
- 10.** The security deposit is required to cover any facility damage and in addition to the rental fee, which may be refunded if the Village Staff determines that all conditions of the Rental Agreement have been met. The Renter's responsibility may not be limited to the amount of the deposit. If the Renter violates any part of this Rental Agreement, the security deposit to cover any administrative cost paid for damages incurred during the event.

11. All cancellations must be in writing or emailed to tax@marvinnc.org. If the reservation is canceled within 2 weeks prior to the event a full refunded will be issued. Any cancellation less than the two-week period will result in the loss of security deposit and rental fees.
12. All Renters must be at least 25 years of age. All events must be supervised by a responsible adult at all times.
13. Events at the Barn typically occur on the weekends. Renters are informed that their Barn/Picnic Shelter Rental Agreement covers only the Barn or the Picnic Shelter. The play area, restrooms, picnic tables and park fields and trails must be shared by all patrons.
14. Rental rates are subject to change at any time. Any reservations made before the rate increase will be honored.
15. No refunds will be issued in full or partial for any rental fees due to inclement weather, messy facilities, or for any other reason. At times the Barn/Picnic Shelter is rented for several consecutive days by different patrons; so, the condition of the Barn/Shelter depends upon how well the previous renter adheres to the Rental Agreement. Renters are encouraged to photograph the facility that has not been adequately cleaned when taking occupancy and notify the Village of its condition. However, Renters are expected to leave the Barn and the grounds in good condition at the end of their event.
16. Community Organizations located within the Village of Marvin's area may sponsor an event greater than 100 guests. A Barn Rental Agreement and a Temporary Use Permit (TUP) application is required with a 60-day notice and a \$75 fee*. Signs notifying the public of the event shall be posted at the park entrance at least 10-days in advance of the event. Attendance will be limited to 300 people and parking is limited to 100 cars and controlled by a ticket system. Barn Rental payments will be at the Non-Marvin Resident rate to cover the additional cost of Village Staff.

Common Violations and Penalties	Fees
Overflowing Trash	\$50
Trash/Debris and Decorations left in Barn/Picnic Shelter	\$60
Broom Cleaning	\$40
Mop Cleaning	\$80
Arriving Early and Staying Late	\$60
Return Tables/Benches to original location	\$75
Damage to Tables/Benches	\$150 minimum up to cost of repair
Replacement Table/Benches	\$100 plus Book Value for replacement
Damage/Deface of Barn/Picnic Shelter	\$300 minimum up to cost of repair