

Rental Approved: Deposit Paid: Rental Fee Paid: Furniture Fee Paid:

Marvin Efird Park Barn/Picnic Shelter Rental Agreement

Name:	Phone:		
Address:	City, State, Zip:		
Email:	Organization:		
Event:	Event Date:		
nt Time: (Rental times MUST 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		Picnic Shelter	
	Marvin	Non-Marvin	Marvin Resident	Non-Marvin Resident
	Resident	Resident		
Security Deposit	\$400	\$400	\$300	\$300
Monday-Thursday	\$20/hr	\$130/hr	\$25/hr	\$100/hr
Friday-Sunday/Holidays	\$25/hr**	\$150/hr**	\$20/hr**	\$130/hr**
Furniture Rentals	6'x3' black rectangle tables: \$5 each Black folding chairs: \$2 each.			

- Security deposit is refundable after inspection. Please allow up to 20 days after the event for refunds by check.
- *A Temporary Use Permit (TUP) is required for events greater than 100 guests with 60-day notice and a \$75 fee.
- ** 3 hour minimum for Friday-Sunday rentals and legal Holidays.

Security Deposit (Refundable):	Amount: \$	Due upon booking
Rental Fee:	Amount: \$	Due 2 weeks before
Furniture Rental Fee: Table qty Chair qty	Amount: \$	Due 2 weeks before
	Total Owed: \$	Paid: cash, check, credit

Initial Below:

I fully understand the rental agreement and ordinances (attached) and agree that all guests will follow them. Thumbtacks must be used for hanging decorations and removed after your event. No tape is allowed.

_____ mumbracks must be used for hanging decorations and removed after your event. No tape is allowed.

- I understand I can not serve alcohol without completing additional forms and possible permits from ABC.
 I understand the violations and penalties that can affect refund of my security deposit.
- _____ I understand that the Village of Marvin and its staff are not responsible for any claims resulting from use.

_____ I understand that I must report any damage immediately to the Village of Marvin and that I may be financially responsible for further damages/repair that exceed my original security deposit.

Signature

Date

RETURN COMPLETED FORM TO <u>Thuneycutt@MARVINNC.GOV</u> VILLAGE OF MARVIN, 10006 MARVIN SCHOOL RD, MARVIN, NC 28173

MARVIN EFIRD PARK RENTALS AGREEMENT AND ORDINANCES

1. All Barn 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.

3. Parking is permitted in designated gravel lots only. No parking is permitted on the grass. The front lot is on the left as you enter the park, and the rear lot is past the barn towards the back of the park. There are walking trails from both lots to the barn. There is no stacked parking in front of the barn and no parking along the main driveway. Vehicles parked in any undesignated areas are subject to removal.

4. Marvin Efird Park hours vary with the season. Please check current hours. Rentals may only occur 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. When removing trash, please replace receptacle with new bag and place tied trash bags in the dumpster carts located at the Maintenance Shop.

10. NO water inflatables or water games/toys are allowed. One 10x10 bounce house is allowed and must be set up on the field adjacent to the North side of the barn doors that face New Town Rd. Please order a generator for all inflatables. No paint crafts allowed.

11. 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.

12. All cancellations must be in writing or emailed to <u>Thuneycutt@marvinnc.gov</u>. If the reservation is canceled withing 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.

13. All Renters must be at least 25 years of age. All events must be supervised by a responsible adult at all times.

14. Events at the Barn typically occur on the weekends. Renters are informed that their Barn Rental Agreement covers only the Barn Shelter. The play area, restrooms, picnic tables and park fields and trails must be shared by all patrons.

15. Rental rates are subject to change at any time. Any reservations made before the rate increase will be honored.

16. 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 is rented for several consecutive days by different patrons; so, the condition of the Barn 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.

17. 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.

18. Renters will be financially responsible for additional damages beyond the original security deposit collected, when applicable.

19. Please note there is no heat or air conditioning in the barn. There is no WIFI in the barn, but there is electricity. A maximum of 2 propane heaters are allowed in the barn but <u>must be</u> disclosed to staff in advance. Plug in space heaters are not allowed in the barn.

Common Violations and Penalties	Fees
Overflowing Trash	\$50
Trash/Debris and Decorations left in Barn	\$60
Broom Cleaning Required	\$40
Mop Cleaning Required	\$80
Arriving Early and Staying Late	Charged at rental hourly rate
Failure to return Tables/Chairs/Benches to original location	\$75
Tape use/damage or required removal	\$100
Damage to Tables/Chairs/Benches	\$150 minimum up to cost of repair
Replacement Table/Benches	\$100 or current cost of replacement
Damage/Defacing of Barn	\$300 minimum up to cost of repair