

## Marvin Efird Park Professional Pass Use Rental Agreement

For Internal Use Only		
Date approved:		
Paid Amount:		
Method:		

## **Contact Information:** Address: \_\_\_\_\_ City, State, Zip Code: \_\_\_\_\_ Email: \_\_\_\_\_ Organization: \_\_\_\_\_ **Event Details:** Event: \_\_\_\_\_ (ex: photography, exerc Space Desired: \_\_\_\_ Barn \_\_\_ Picnic Shelter \_\_\_\_ Fields \_\_\_\_ Trails (ex: photography, exercise class, etc) Event Date/Time 1: \_\_\_\_\_ Event Date/Time 2: \_\_\_\_\_ Event Date/Time 3: \_\_\_\_\_ Event Date/Time 4: \_\_\_\_\_ Event Date/Time 5: Reoccurring Dates (ex: every Monday from 8a-9a, 01/01/26-04/30/26): \_\_\_\_\_\_ Total # of Reoccurring Dates: \_\_\_\_\_ Estimated Number of Guests\*: Estimated 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. A Temporary Use Permit (TUP) is required for all events greater than 100 guests with 60-day notice and a \$75 fee. Annual Pass: \$250 per year or a One Day Pass: \$50 per day Fees for 2025 Mon-Thurs: \$10 per hour for all facilities. Fri-Sun/Holidays \$12.50 per hour for all facilities. Fees for 2026 Mon-Thurs: \$15 per hour for all facilities. Fri-Sun/Holidays \$17.50 per hour for all facilities. 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. I further understand that failure to follow these rules or to report damage to the facilities can result in fees, revocation of my professional pass, or affect my ability to rent facilities for future events/needs. Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Return completed form to <u>jillcarilli@marvinnc.gov</u>. After approval of your application and dates, and after confirming you have an up-to-date annual pass (if applicable), we will send payment instructions.

## MARVIN EFIRD PARK PROFESSIONAL USE RENTAL RULES

- 1. All Facilities reservations are not final until a current annual Professional Pass is paid in full and a Rental Agreement has been completed. All rental 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 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 waived for Professional Pass holders, however the Village Staff

will determine that all conditions of the Rental Agreement have been met. If the Renter violates any part of this Rental Agreement, fees may be assessed to cover any damages and administrative cost paid for damages incurred during the event.

- 11. All cancellations must be in writing or emailed to <a href="jillcarilli@marvinnc.gov">jillcarilli@marvinnc.gov</a>. 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 Park typically occur on the weekends. Renters are informed that their Rental Agreement covers only what is listed on this agreement. Other areas of the park 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 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.
- 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.

<b>Common Violations and Penalties</b>	Fees
Overflowing Trash	\$50
Trash/Debris and Decorations left in Barn	\$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	\$300 minimum up to cost of repair