

## SCOTTSVILLE FACILITIES RENTAL AGREEMENT

### Farmers' Market at Market Square

Town of Scottsville

401 Valley Street, Scottsville, VA 24590

Tel: (434) 286-9267



Organization (If applicable): \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_

Email: \_\_\_\_\_ Tel: \_\_\_\_\_

Type of Activity: \_\_\_\_\_ Estimated Attendance: \_\_\_\_\_

Rental Date(s): \_\_\_\_\_ Start Time: \_\_\_\_\_ End Time: \_\_\_\_\_

**Note:** Start time includes decoration/set-up time. Completion time includes clean-up time. Facilities must be cleaned and vacated by the completion time.

### EVENT DESCRIPTION (please circle a response for each of the following)

- | 1. Is the event:                     | Private Function (by invite only) | Open to the General Public |
|--------------------------------------|-----------------------------------|----------------------------|
| 2. Will There be an Admission Fee?:  | Yes                               | No                         |
| 3. Will Amplified Music be Provided? | Yes                               | No                         |
| 4. Will Alcohol be Served?           | Yes                               | No                         |
| 5. Will Food be Served?              | Yes                               | No                         |
| 6. Will electricity be required?     | Yes                               | No                         |
| 7. Will water be required?           | Yes                               | No                         |
| 8. Will structures be erected*?      | Yes                               | No                         |

*\*Such as, but not limited to inflatables, bouncy houses, amusement rides, additional tents, etc.*

### STATEMENT OF AGREEMENT

I make application to the Town of Scottsville for the use of Farmers' Market at Market Square and certify the information provided above is correct. I agree to and will abide by the Policies and Procedures regarding use of the facility as herein stated. I agree to exercise care and safety in use of the facility and property and to indemnify and hold harmless the Town of Scottsville, its officers, employees and agents from any and all liability of whatever nature and costs related thereto, including, but not limited to attorney's fees and medical expenses resulting from the use of the facility and/or property. I have read and understand the requirements for rental of the Farmers' Market and agree to abide by the rules as provided. I further agree to pay in advance any fees associated with the request. Cancellations must be received in writing by this office no later than 14 days prior to rental date(s) or the applicant forfeits all rental fees. I understand that refunds will be provided only in accordance with the exceptions provided in the Policies and Procedures for rental of this facility. I understand that repair of any damage to the facility or grounds as a result of my function will be my responsibility.

Signature of Responsible Party: \_\_\_\_\_ Date: \_\_\_\_\_

**SCOTTSVILLE FARMERS' MARKET AT MARKET SQUARE**  
**USAGE RULES AND REGULATIONS**

1. **Payment:** Upon execution of this Agreement, Lessee shall provide payment in agreement with the rate structure as herein provided. A \$35 fee will be charged for all returned checks and the rental agreement will be suspended until payment for the facility plus \$35 fee is received.
2. **Refunds:** Refunds will be granted for cancellation of event due to weather conditions. Cancellation of event must be made known to Facility Manager at least 24 hours prior to Start Time of event for a refund to be awarded. With the exception of weather conditions all payments are non-refundable.
3. **Decorations/Alterations:** Decorations must be self-standing or able to be affixed by tying or otherwise. Nails, staples, tacks, tape or other means of attachment or alterations of any kind to the structure or floor are prohibited. You cannot use paint, chalk or any other marking material on structure or floor. Glitter, confetti, rice or silk flower petals for decorating inside or outside are prohibited.
4. **Smoking:** **Smoking is prohibited under the pavilion structure.** If smoking is to be allowed on the property, appropriate receptacles for cigarette butts must be provided. Lessee is responsible for the clean up of cigarette butts post-event. If excessive cigarette butts are left after an event, lessee will be billed pursuant to item number 5 of this agreement.
5. **Trash:** Lessee is responsible for providing trash collection containers and removing trash at conclusion of event. If trash is left at facility Lessee will be billed \$100 for expenses incurred by Town for trash removal.
6. **Food:** Lessee is completely responsible for the condition and safety of any food or drink that is consumed on the Town of Scottsville property. All events open to the general public must have appropriate Health Department certification for food service. A copy of this permit must accompany the Lease Agreement. Lessor is not held responsible for any claims by any guest or participants related to claims of contaminated food or drink.
7. **Catering Services:** Lessee may use any caterer they desire but Lessor maintains the right to deny use of any caterer if situation warrants.
8. **Alcohol:** Lessee is completely responsible for distribution and consumption of alcoholic beverages on property of the Scottsville Farmers' Market. Alcohol service must comply with Virginia ABC regulations. Public events that provide alcohol service must provide a copy of Virginia ABC Permit with this Lease Agreement. No alcohol is permitted outside of designated area. For alcohol to be permitted outside of Farmers' Market structure the area must be cordoned off to designate boundaries for alcohol consumption. If event is open to the public Lessee is responsible for providing security and proper age identification procedures. Lessor will not be held responsible for any actions by any event attendees as a result of alcohol consumption. The Lessor maintains the right to close down an event if actions of attendees as a result of alcohol consumption result in a dangerous situation or is determined to be a nuisance to the community.
9. **Rental Hours:** Rental times are exactly what are listed in the contract. Lessee and guests cannot come in earlier or stay later than times arranged. Lessee may be subject to extra rental hour fees if this is not adhered to (\$100 per extra hour). All events must be completed by 11:00 p.m. No music or amplified sound is permitted past the hour of 9:00 p.m. nor prior to the hour of 9:00 a.m.
10. **Liability and Insurance:** Lessor is not responsible for any loss, damage or theft from Lessee or their guests while on Scottsville Farmers' Market premises. Personal property left on site after termination of the lease shall be considered abandoned. All events opened to the public are responsible for providing liability insurance. All events open to the public serving alcohol beverages must provide a rider to their insurance to cover alcohol service. Lessee hereby expressly waives his or her right to seek compensation or damages from Lessor in connection with the Agreement. Moreover, Lessee specifically unconditionally releases Lessor from and all manner of suits, actions, causes of action, damages and claims, known and unknown (including but not limited to, claims of attorneys fees, expenses and/or costs) it being the intention of the Lessee to effect a general and full release of all such claims.
11. **Security:** The Police Department of the Town of Scottsville reserves the right to determine the number of security personnel needed for all events within the town limits. The Town Administrator shall provide copies of rental agreements to the Police Department for their review. Additional security may be required by the Chief of Police at his/her discretion. Lessee shall be responsible for hiring and paying all necessary security personnel. Events that fail to conform will be cancelled by the Town of Scottsville.

12. **Dangerous Materials:** Lessee shall not keep or have on the premises any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the leased premises or that might be considered hazardous. No sparklers or fireworks are permitted.
13. **Right of Inspection/Nuisance:** Lessor and their agents shall have the right at all reasonable times during the term of this Agreement to enter the premises for the purpose of inspecting the premises and all building and improvements thereon. Loud music, instruments, and other appliances or equipment shall not be operated so as to disturb or annoy guests or neighboring residents. We reserve the right to ask guests to leave.
14. **Bathroom Facilities:** Lessee is responsible for providing appropriate toilet stations for all events.
15. **Electricity/Water:** There will be a minimal charge for the use of electricity and/or water.

### **RENTAL FEES**

*Fees are set by the Town of Scottsville.*

*The Town of Scottsville also reserves the right to change the fee structure as necessary.*

### **Rates are per four-hour block and include time from set up to take down**

<b>First Four Hours</b>	<b>Additional hours</b>	<b>Multiple Day Rate</b>
\$100.00	\$25.00	\$175 1 <sup>st</sup> day \$75 additional
<b>Non-Profit Rate (Registered Sec. 503)</b>		
\$50.00	\$12.50	\$87.50 1 <sup>st</sup> day \$37.50 additional

Electricity Usage - \$15 up to 4 Hours - \$5 per hour for each exceeding 4

Water Usage - \$10 for up to 4 hours - \$3 per hour for each exceeding 4

*I have read the Usage Rules and Regulations for Farmers' Market at Market Square and will abide by them.*

\_\_\_\_\_  
Signature of Responsible Party

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Responsible party

\_\_\_\_\_  
Telephone Number