

Greene Commons Application and Rental Agreement (Short Form)

Greene Commons in the heart of Stanardsville is a partnership between the Greene County Economic Development & Tourism office and the Town of Stanardsville. Greene Commons Group, Inc. that manages the Farmers Market Pavilion and Performance Stage recognizes this facility as a community resource and welcomes use of the pavilion and stage for worthwhile noncommercial and commercial events. Persons and organizations using the facilities may be charged a rental fee and security deposit as determined by the Greene Commons Group and in accordance with this Agreement.

NOTE: THE GREENE FARMERS MARKET TAKES PLACE EVERY SATURDAY FROM APRIL – OCTOBER FROM 8A-NOON. THE PAVILION IS NOT AVAILABLE DURING THIS TIME.

Name of Person/Organization: _____

Address: _____

Email address: _____ Contact number: _____

Person Arranging Details for Use: _____ Contact number: _____

Onsite Person in Charge at the Event: _____ Contact number: _____

Date of Event: _____ **Type of Event (describe):** _____

Event Time (set-up / take-down): _____ to _____ Rain Date (optional): _____

Facilities to be Reserved: Pavilion/Courtyard Stage/Amphitheatre All Greene Commons

TYPE OF EVENT and FEE SCHEDULE

Event Type	Pavilion/Courtyard		Stage/Amphitheatre		All Greene Commons		Application Required (Short or Long)
	Rental Fee	Deposit	Rental Fee	Deposit	Rental Fee	Deposit	
1. Non-profit holding fund-raising event with or without ticket sales and other features, e.g. concert	\$50/100 attendees *	\$100	\$50/100 attendees *	\$100	\$100/100 attendees	\$100	Long
2. For-profit holding event with or without tickets, e.g. public concert, wine festival	\$100/100 attendees *	\$100	\$100/100 attendees *	\$100	\$150/100 attendees *	\$100	Long
3. Non-profit holding meeting or providing service to community, e.g. church-sponsored event	No charge	\$100	No charge	\$100	No charge	\$100	Short
4. Individual providing a free service to community, e.g. exercise class, cooking demo	No charge	\$100	No charge	\$100	No charge	\$100	Short
5. Private event closed to the community, e.g. reunions, birthday parties	\$50	\$100	\$50	\$100	\$100	\$100	Short
6. Private Weddings	\$1000	\$500	\$500	\$500	\$500	\$1500	Short

*** Based on applicant’s honest expectation of attendance. Significant increases will be reconciled from the applicant’s deposit.**

Electricity is provided via outlets under the pavilion; stage electricity is also provided. Water is available on site. All applicants are encouraged to meet with the Venue Manager and tour the venue prior to the event.

Please attach **proof of insurance coverage**, covering personal injury, property damage and other liability as appropriate depending on nature of event and as determined by Greene Commons Group.

Please attach **proof of 501(c)(3) status** if nonprofit organization.

THIS AGREEMENT is made by and between the above-named person(s) or organization, hereinafter referred to as "users" and the Greene Commons Group, Inc., for good and valuable consideration and for the mutual covenants and conditions herein contained, the parties agree as follows:

1. All persons renting Greene Commons pavilion or stage must be at least twenty-five (25) years of age.
2. The Agreement should be received by Greene Commons Group at least thirty (30) days in advance to ensure reservation date. A rain date may also be reserved. Agreement may be mailed or delivered to Visitor Center, 9157 Seminole Trail, Ruckersville, VA. 22968.
3. The rental fee must be paid in full at least seven (7) days prior to the event. The deposit, rental fee and any other fees may be paid only by *money order or cashier's check*, made payable to Greene Commons Group.
4. The user shall pay a refundable security/damage deposit as indicated in the above fee structure, in addition to any rental fee, in order to confirm reservation date. Rentals are on a first-come first-served basis. A non-secured date may be held for forty-eight (48) hours after the Rental Agreement is received. The security/damage deposit must be received within that forty-eight (48) hour period to guarantee the date. No reservation is guaranteed or confirmed until this Agreement is signed and returned, and the rental fee and security/damage deposit is received. Greene Commons Group reserves the right to waive the security deposit in some cases.
5. Any post-event damages will be deducted from the security/damage deposit. Users are responsible for the conduct of their helpers, hired staff, other service providers and their guests, on the premises during and following the event, including the cost of any damages caused by them.
6. Rental fees based on attendance will be reconciled for significant overages in attendance estimates by being deducted from the security deposit.
7. The security/damage deposit shall be retained by the Greene Commons Group until the facility is inspected following the event. If there is no loss or damage of the property and premises by users and/or their guests, the security/damage deposit shall be refunded within two (2) weeks following the event. If there is loss or damage, users shall forfeit part or all of the deposit to the Greene Commons Group. Users shall be notified in writing of the loss or damage as well as the amount of the deposit to be forfeited. Further, users are responsible for all losses or damages to premises caused by the users, guests, visitors, or any other persons *exceeding* the amount of the \$100 deposit. By renting the facilities, users are assuming all risk and liability for any damage done to persons or property or visitors occasioned by the present or future condition of the premises, both latent and manifest. Failure to comply and/or cover expenses exceeding the \$100 deposit will result in the users forfeiting any future use and/or rental of the facility and possible legal action.
8. Users are required to carry adequate insurance as appropriate depending on the nature and size of event.
9. The County of Greene, Town of Stanardsville, and Greene Commons Group, Inc. are not responsible for accidents or injury to users, guests, visitors, or any other persons or for the loss of money or valuables of any kind. **Users do hereby agree to release, acquit, and forever discharge the County of Greene, Town of Stanardsville and Greene Commons Group, Inc., their officers, affiliates, agents, servants, employees, contractors, personal representatives, successors and assigns, of and from any and all claims, demands, and causes of action, that users may have, have had, or ever have arising out of or by reason of the users' rental for the event.**
10. Once reservation is approved, user will be notified, and a copy of this signed Agreement will be mailed to them.
11. Prohibited: Illegal drugs; underage drinking; propane heaters; open flames under pavilion; fireworks/sparklers; glitter/confetti/rice/birdseed; use of thumbtacks, staples or tape on pavilion or stage structures.

12. **Cooking:** Onsite cooking is restricted to designated areas in the outside the pavilion and must be approved in advance by the Greene Commons Manager. A Temporary Event Permit from the Health Department is required for any sale or distribution of food to the public. Contact Lauren Oglesby, District Temporary Event Coordinator, Thomas Jefferson Health District at lauren.oglesby@vdh.virginia.gov.
13. **Weapons Policy:** No weapons of any kind are allowed on site.
14. **Noise Policy:** Loud activities should be kept to a minimum so as not to disturb other members and guests at the facility or nearby residents on Main Street. The Greene County noise ordinance will be enforced. Sound amplification is limited to the time range of 10:00 a.m. to 10:00 p.m. If authorities or staff receives a call from neighboring residents, the user will have one (1) warning. If a second call is received, the event will be required to close.
15. **Smoking Policy:** There shall be no smoking in the Greene Commons area. Smoking is defined as the carrying or holding of any lighted pipe, cigar, or cigarette of any kind, or any other lighted smoking equipment, or the lighting, inhaling, or exhaling of smoke from a vape, pipe, cigar, or cigarette of any kind.
16. **Alcohol Policy:** In order to have ANY alcohol at your event, a Banquet License from the Virginia ABC Beverage Control must be obtained. Apply online at <https://www.abc.virginia.gov/licenses/get-a-license/banquet>. This license must be given to the Greene Commons Group prior to any alcohol being served. Underage drinking is strictly prohibited. Alcohol must remain within a restricted area bounded by barrier fencing. Greene Commons' staff will monitor this and will have the right at any time to ask for the ID of any person. Any refusal will result in automatic removal from event.
17. **Crowd Size:** User is responsible for coordinating with Sheriff's Office if crowd size is anticipated to be more than 100. User is also responsible for providing port-a-johns as required depending on the crowd size and duration of event. County guidelines recommend two handicapped-accessible units for 100 guests and three units total (one standard) per 200 guests. Port-a-john units must be removed as soon as possible by the next business day. Access to County Administration Building restrooms is not guaranteed.
18. **Fencing:** User is responsible for erecting and dismantling barrier fencing, as needed for ticketed events or events serving alcohol.
19. **Parking** is limited to the County Administration building parking lot and, with permission of the School Board, the nearby school parking lot, and should be controlled by the user's parking attendants if the number of participants is anticipated to be more than 50.
20. **Clean-Up Policy:** Users are responsible for entire clean-up of the area, inside and outside the structures, including arranging and removal of trash receptacles, collecting all trash in bags and disposing of same; removing all event decorations such as balloons, paper and signs. All items brought in by users must be removed by users at the end of the event. Glitter, confetti, bird seed, rice, and other small items that cannot be cleaned up easily are prohibited. The site should be returned to the same condition in which it was found.
21. **Cancellation Policy:** If users cancel for any reason within fifteen (15) days to thirty (30) days prior to the event date, all parties agree that a \$15 processing fee will be charged for cancelled reservations. Any remaining event fees, or other applicable fees, paid in advance, shall be fully refunded to users within two (2) weeks of cancellation. If users cancel for any reason within fourteen (14) days prior to the event date, all parties agree that a \$20 processing fee will be charged for the cancelled reservation. The user may appeal in writing for a full refund of rental and other fees to the Greene Commons Group if the cancellation was due to extenuating circumstances. Users will be notified in writing of the Greene Commons Group decision within fifteen (15) days of the appeal. If the request for full refund is granted, a check will be enclosed with the letter. If the request is denied, the letter will state the reasons for the denial.
22. Failure to pay rental fee or any violation of this Agreement may result in denial of future request and possible legal action.
23. A Greene Commons Group representative holds the power to act solely on behalf of Greene Commons Group, Inc., its officers, affiliates, agents, servants, employees, its personal representatives, successors and assigns, and should be recognized as such by the users, their guests, visitors, or any other persons throughout the rental terms and times.

- 24. Greene Commons is the sole property of Greene County and should always be treated as such by users, their guests, visitors, or any other persons during the reserved event.
- 25. Guests under the age of 18 years must be supervised by adults at all times.
- 26. Greene Commons Group reserves the right to refuse rental or use of the facilities.

I agree the information I have provided above is true to the best of my knowledge, and I understand and agree to the above terms.

I do hereby agree to release, hold harmless, acquit, and forever discharge the County of Greene, Town of Stanardsville and Greene Commons Group, Inc., their officers, affiliates, agents, servants, employees, contractors, personal representatives, successors and assigns, of and from any and all claims, demands, and causes of action, that users may have, have had, or ever have arising out of or by reason of the users' rental for the event.

PRINTED Name of Person/Organization: _____

Signature: _____ Date: _____

PRINTED Name Greene Commons Group Official: _____

Signature: _____ Date: _____

OFFICE USE ONLY

Rental Fee: \$ _____ _____ Date received

Security Deposit: \$ _____ _____ Date received

Comments: