

William Preston's Smithfield

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**RENTAL GUIDELINES**

We have established the following rental guidelines to ensure that Historic Smithfield accommodates your event to the best of our abilities. Please read these guidelines carefully and please contact the Historic Smithfield Operations Manager with questions.

● Renter(s) understand that Smithfield is a significant and IRREPLACEABLE historic treasure built in 1774 and must be treated as such. Renter(s) understand that Smithfield house is not a replica, but an original structure built by Patriot leader Colonel William Preston over 200 years ago.

● Renters understand that Historic Smithfield is a non-smoking facility and therefore, no cigarettes or open flames are allowed within 50 feet of Smithfield house. In addition, no electric tools, appliances, or devices may be used inside Smithfield house without

express permission.

● Renter(s) further understand that access to the interior of Smithfield house will be strictly governed by the terms of the Rental Contract between Smithfield and Renter(s), and that permission to use one part of the house does not extend to other parts.

● Renter(s) further understand that Smithfield contains numerous antique furnishings and that these are to be treated with the utmost care, which means, among other things, they will not be touched, moved, sat upon or have anything placed on them. No beverages or drinks of any kind are allowed inside the house.

● Renter agrees to be responsible for ensuring these rules are followed by guests, members of their party, vendors and their contracted service agents.

**I. RENTAL FACILITIES**

● Facilities available for rent include:

o The Pavilion

o The Grounds

o The Garden (which includes the back porch). Facilities may be rented individually or jointly depending on the event and the renter’s needs.

● The House is available for special tours after regular hours.

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● For wedding ceremonies **only**, rented facilities will be available for 1 1⁄2 hours for rehearsal. Date and time to be determined.

● Electricity is provided in designated locations. It is the renter(s) responsibility to contact Miss Utility should you wish to erect a tent on the Grounds.

● At the discretion of Smithfield, the facilities may be rented to more than one party on a single day if it is believed that the two events may be accommodated. Every effort will be made to coordinate plans in a way that is satisfactory for both parties. The first party to make a paid reservation will be considered the “primary renter” and will have its choice of space. Any subsequent renters must schedule their events and choose their location in a way that will not disturb the primary renter.

● No representation is made, express or implied, as to the fitness or suitability of any of the rental facilities for the purpose(s) intended, notwithstanding anything that may be to the contrary. Historic Smithfield assumes no responsibility for providing security services of any kind.

● Historic Smithfield waives any and all liability for injuries to and for property damage of any renter, guests, agents, contracted service employees, and/or any other persons associated with the event for which the property has been rented.

**For student social gatherings over 50 people:** Renters are required to hire security personnel to be onsite for the duration of the event.

**For groups over 200 people:** Renters are required to:

● Rent portable bathroom facilities to have here onsite for the duration of the event. ● Pay a $50/2 hour fee to have a second Smithfield staff member present onsite for the duration of the event.

● Pay a fee of $150 to rent the East / North lawn as overflow space for the pavilion. **II. USAGE OF PAVILION**

In order to maintain the beauty of the structure, the following are guidelines when decorating:

● Nails, screws, staples, hooks, tape or other similar fastening agents are not permitted when hanging items from beams or on the fireplace. Fishing line, wrapping or weaving of decorations, or command strips are allowed.

● Fires are not permitted in the fireplace without express permission from Historic Smithfield. Historic Smithfield staff reserves the right to make a decision about fireplace use during the day of the event, due to weather/wind conditions. This decision is final.

● The use of live or open flames is prohibited. Candles in enclosed containers are permitted. Additionally, no sparklers or fireworks are permitted at Historic Smithfield. ● Before finalizing décor, you must discuss plans with the Historic Smithfield Operations Manager.

**III. RESERVATIONS**

● Reservations will be accepted on a first-come, first served basis.

● Checks or money orders should be made payable to Historic Smithfield. Initial \_\_\_\_\_\_\_

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● All fees are due 30 days prior to the scheduled rental date.

● Applicants must be at least 21 years of age and accept responsibility for supervision throughout the period covered by the agreement.

● Rentals are taken up to two (2) years in advance.

● Name(s) of the person(s) who will be on the scene and in charge during the rental must be identified to the Historic Smithfield representative present. Only those parties specified by the applicant, in addition to the applicant, will be permitted to make additions or changes to the signed Contract.

● At the time of contract signing, a non-refundable $500 money-in-earnest deposit plus a $500 refundable security deposit must be received. For small groups under 50, the money-in-earnest amount will be negotiated on a case by case basis. The security

deposit is returnable upon satisfactory completion of the agreement. Charges for damages, lack of required cleaning and cleanup, or violation of the agreement will be deducted from the deposit. The security deposit is refunded to the individual / company /organization represented on the contract.

● Users exceeding their reserved time will be charged an additional $300 per hour. Any charges in excess of the deposit will be billed to the applicant.

**IV. RENTAL FEES**

● Rental fees vary depending on the date, the number of persons scheduled to use the property, the areas needed, the type of activity, and the time of year.

● Payments are due in full by 30 days prior to the event date. Please see section XIII for cancellation information.

● At the time of contract signing, a non-refundable $500 money-in-earnest deposit plus a $500 refundable security deposit must be received. For small groups under 50, the money-in-earnest amount will be negotiated on a case-by-case basis. Rental pricing can be found in the included Rental Pricing Catalog and Order Form.

● It is understood and agreed that Renter is responsible and liable for any disrepair or damage to the property of Historic Smithfield arising out of Renter’s use of the rental property or caused by Renter, its agents, guests, or invitees. The security deposit will be returned to the renter after the scheduled event, assuming no damage or late fees have been incurred. In case of damage to any of Historic Smithfield’s facilities or furnishings, Historic Smithfield will deduct the cost of damages from the deposit. Should damages exceed the amount of the deposit, Historic Smithfield will bill the renter the difference. Charges for additional time (i.e., use of the property after 11:00 p.m.) may be deducted from the deposit. If the event is canceled for any reason, the security deposit will be refunded; all other funds received will be retained and acknowledged as a tax-deductible donation.

**V. SET-UP**

● A list of vendors and contracted service agents, along with a diagram of your setup Initial \_\_\_\_\_\_\_

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MUST be turned in 10 business days prior to your scheduled rental event. ● All A/V, electricity, and sound requirements must be established at this point as well. No Exceptions. Last minute additions may not be able to be accommodated. ● The Renter’s caterer will be responsible for setup that ensures minimizing the change of damage to the building, grounds, driveway, and walkways.

● User or user’s caterer must remove all food, equipment, and trash during the reserved hours. All trash and decorations must be cleaned up and placed in designated trash receptacles.

● Vendors should make arrangements for set up with the Smithfield Operations Manager. ● Smithfield representatives/staff must be informed of the arrival time of the first guest/vendor. Allow enough time for the caterer to set up and clean up when establishing rental time. Your contracted time is the time you will be allowed access to the space(s) you have rented.

● Set up may begin no earlier than 2 hours prior to the scheduled start time of the event. Arrangements may be made to set up earlier on a case-by-case basis and may incur an additional fee.

● Vehicular access to Historic Smithfield should be through the appointed service entrances.

**VI. CLEAN-UP**

● Renters are responsible for the cleanup of the rental space on the day of their rental. Cleaning up all trash is the responsibility of the renter – trash must be placed in the appropriate site dumpsters by renter during cleanup.

● No parties or guests may interfere in any way with the normal operations or scheduled special events at Historic Smithfield.

● All guests must vacate the property by 11:00 p.m., this includes renter and all vendors. If the parties have not vacated by the agreed time, an additional charge of $300 per hour will be assessed.

● Tents, canopies, tables, chairs, etc. must be removed from Historic Smithfield within 48 hours of a function; however, if another event is scheduled, items must be removed by 9:00 a.m. the following day. Exceptions will be made on a case-by-case basis. **VII. FOOD, BEVERAGE, CONDUCT WHILE ON SITE**

● Food and beverage (alcoholic and non-alcoholic) arrangements are left to the discretion of the renter. First-time caterers at Historic Smithfield must meet with the Operations Manager along with the renter prior to the event to be approved and to familiarize themselves with the facilities. All caterers must provide a copy of their contract and submit it to Historic Smithfield before the event.

● Food and beverages served to guests must be consumed in the immediate vicinity of the serving area. Party food and alcoholic beverages are not permitted in the House. The consumption of alcoholic beverages must comply with all laws of the Commonwealth of Virginia, including open container and drinking age policies. Initial \_\_\_\_\_\_\_

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● Renter shall be responsible for monitoring and supervising the consumption of alcoholic beverages either personally or by a responsible individual designated in advance. ● To protect the museum’s valuable and unique collection, Historic Smithfield reserves the right to ask the renters and their guests to vacate the premises immediately should the conduct of the renters and/or guests threaten the property, facilities, and/or museum collection.

● Historic Smithfield is a non-smoking facility. Smoking is not allowed in or near the House, the Pavilion or the Grounds. Smoking is permitted only in designated areas, outside of the main gate, in the gravel parking area on Historic Smithfield property. Smokers must use ash urns to dispose of cigarette waste.

**VIII. PARKING**

● All passenger vehicles must be parked in regular parking areas; only service vehicles are allowed on the lawn. The cost of restoring lawns, if damaged by vehicles of renters, guests, agents, contracted service employees, and/or any other persons associated with the event for which the property has been rented, must be paid by the renter. If the museum lot cannot accommodate the number of cars, it is the renter’s responsibility to coordinate with Virginia Tech Facilities/Police to discuss overflow options.

**IX. DAMAGES**

● User is responsible for all damages to the property and the equipment. Facility management and the user will review the buildings with groups prior to and after use to determine conditions and any potential damage charges. Damages will be deducted from the security deposit. Final inspection by Smithfield staff members will occur during daylight hours the day following the event.

**X. LIABILITY/INJURIES**

● Users are responsible for all injuries to guests. Historic Smithfield reserves the right to require the User to furnish a Certificate of Insurance for Public Liability Insurance in the limit of $500,000. The user will save harmless Historic Smithfield Plantation, the lesser and the lesser officers, employees, and agents on any and all claims whatsoever arising out of the use of the facilities, including any liability for death, personal injury or property damage, where incurred by the lesser, lessee (or member if lessee is an organization or group) or any and all third parties.

**XI. VIOLATION OF THE LAW**

● Violation of any laws prevailing in the Town of Blacksburg or Montgomery County by any person while in attendance will be sufficient grounds for termination of the event, with forfeiture of fee and security deposit.

**XII. FAILURE TO COMPLY**

● Failure to comply with these policies and conditions will result in immediate termination

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of the event, with forfeiture of fee and security deposit.

**XIII. CANCELLATIONS**

● If an event is canceled prior to a month before the event date, the renter will be refunded the money-in-earnest deposit and their security deposit.

● If the event is canceled within a month of the event date, only the security deposit will be refunded; all other funds including money-in-earnest deposits and any/all rental fees received will be retained and acknowledged as a tax-deductible donation and can be applied to a future event rental at Smithfield.

**XIV. TERMS & CONDITIONS**

● These guidelines, when initiated by the applicant and representative of the Organization, constitutes a contractual agreement binding both parties to certain obligations. ● The applicant agrees to observe and obey all the Rules and Regulations. In addition, it shall be the responsibility of the applicant to pay the required fee at the time of the reservation. Balance due must be paid before the scheduled event. Deposits will be returned only in the case of conditions which force the cancellation of the event. ● Historic Smithfield Plantation agrees to maintain the facility, to assure that the facility is prepared properly for agreed-upon event, and to provide adequate sanitation facilities, subject to available equipment, resources, weather conditions, and time of year.

**XV. FORCE MAJEURE**

● In no event shall either party be liable to the other for cancellation or postponsement of this agreement resulting form any cause beyond its control including but not limited to, governmental orders, regulations, labor strikes, epidemic, pandemic, act of war or terrorism, acts of God, fires, floods, curtailment of transportation, electrical failure or other emergencies including the closing of Virginia Tech or any event that prohibits attendees being able to attend the event. Notice of cancellation or postponement under this provision shall be received, by the non-cancelling party, within five (5) days of such occurrence. Such cancellation or postponement shall not constitute a breach hereunder and shall not subject either party to any penalties, liquidated damages or forfeiture of any prepayment. In case of cancellation due to force majeure, Historic Smithfield will promptly refund any and all deposits being held.

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**Historic Smithfield Rental Pricing Catalog**

**Rental Group Security Deposits**

Security deposits are fully refundable upon evaluation of the rental space after the event has occurred. This inspection will be completed by Smithfield staff during daylight hours the day following the event and renters will be notified shortly after of any issues.

**●** General Public - $500 Security Deposit

**●** Virginia Tech Business Functions – $200 Security Deposit

**●** Student Group Functions - $1,000 Security Deposit

**Rental Time and Fee**

Rentals may occur anytime between 9:00am – 11:00pm. Earlier start times can occur on a case by case basis. If your event will require an earlier start time, please contact Smithfield staff to discuss this.

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| **Rental Time** **\*includes set up and clean up time\*** | **Rental Fee** **Total** |
| 2 hour block  | Meeting: $150 Party: $500 |
| 4 hour block  | Meeting: $300 Party: $1,000 |
| 6 hour block, 15% discount  | Meeting: $427.50 Party: $1,425 |
| 8 hour block, 15% off   | Meeting: $555.00 Party: $1,850 |
| 10 hour block, 25% off   | Meeting: $667.50 Party: $2,225 |
| 12 hour block. 25% off   | Meeting: $780 Party: $2,600 |
| 14 hour block (weddings only), 35% off   | Party: $2,925 |

**Historic Smithfield Rental Pricing Catalogue & Descriptions**

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| **Rental Item**  | **Rental Price** |
| **Pavilion** Accessible restroom facilities included ● Standing capacity of 200, seated capacity of 125 ● For groups over 200, rental of East / North Lawn required for overflow space | Please refer to the above “Rental Time and Fee” chart |
| **Use of catering kitchen at Pavilion** **●** If planning to use caterers for event/if food storage is required for event | $100 |
| **East / North Lawn** *●* Rental of the East / North Lawn is required for any group over 200 for overflow space. Can be rented separately from Pavilion. | $150 |
| **Use of Passage inside House for staging** ● Staging available for weddings only ● Water only inside the house – no food or other drinks | $100 |
| **Kitchen Garden and House Porch**  | $75 |
| **After-Hours House Tours** ● 2 hour window - Subject to visibility and condition, depending on time of year. Decision made by Smithfield staff. | $200 |
| **Smokehouse Restrooms** ● For groups over 200, Smokehouse restrooms are required | $50 |
| **Access to Smithfield tables and chairs** ● Limited quantity | $50 |
| **Set up of Smithfield tables and chairs** • To be selected if Smithfield staff are responsible for setting up chairs/tables prior to event  | $100 |
| **Microphone/speaker/podium system set up**  | $25 |
| **Use of Fireplace** **●** Subject to weather conditions. Decision made by Smithfield staff. | $150 |
| **Extra Smithfield Staff to work event** **●** For groups over 200, 2 Smithfield staff are required  | $50/2 hours |
| **Charity Group Donation Fee** **●** If a group qualifies as a charity group, a donation fee may be made in lieu of a rental fee. A minimum amount of $125 is required for rental. | Minimum of $125 |