

1000 Smithfield Plantation Road ▪ Blacksburg, VA 24060

www.historicsmithfield.org | info@historicsmithfield.org

540.231.3947 office

 **RENTAL CONTRACT**

William Preston’s Smithfield (hereafter “Smithfield”) agrees to host the event of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on the date of \_\_\_\_\_\_\_\_\_\_ with the rental time to begin at \_\_\_\_\_\_\_\_\_ and **end by 11:00pm**.

This Rental Contract includes use of the **Pavilion/Grounds.**

**For weddings only,** rehearsal of the ceremony is permitted for 1.5 hours the day before to be completed by 7:00pm. \*Rental time is defined as set-up, event, and final cleanup.

Please acknowledge that you have read the following terms by providing your legal signature, date, and Renter information.

a. 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.

 b. 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.

 c. 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.

 d. 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.

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

Rental Contract\_WPSmithfield\_Version 2022.1.24

 f. Rental terms are to be reviewed and will be acknowledged by signature in the Rental Contract.

**PAYMENT OF RENTAL FEES**

 a. 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.

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

 c. 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.

 d. 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.

 e. Any additional charges that occur will be assessed after the event and payment will be due net 30 days following the event.

 f. Payment plans are available and can be arranged according to individual budgets. Contact Operations Manager to discuss options.

**CANCELLATIONS**

 a. 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.

 b. 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.

**IX. FORCE MAJEURE**

a. In no event shall either party be liable to the other for cancellation or postponement 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

Rental Contract\_WPSmithfield\_Version 2022.1.24

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.

**DAMAGES**

1. 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.
2. Renters are required to provide professional security personnel for events over 200 people. Smithfield is not liable for guest behavior during the event and Smithfield staff will not monitor the event for security risks. This is the sole responsibility of the Renter and security personnel.

**CLEAN-UP**

a. A **$300 per hour charge** will be assessed for each additional hour of occupancy *(occupancy is defined as renter, guest, vendor presence onsite past 11:00pm)* past the rental ending time of 11:00pm. This charge will be included in the final invoice and could be deducted from your security deposit or may exist as an additional fee.

b. All personal items must be removed from the property by the rental ending time. If items remain on site for more than 24 hours, they become the property of Smithfield and staff reserves the right to dispose of/keep items.

c. Function must end and clean up must be completed by the rental ending time. Additional charges will be incurred for failure to vacate the premises by the rental ending time.

d. Renters are fully 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.

e. Clean up must be completed before 11:00pm to ensure a full renter departure time of 11:00pm. Renters are responsible for working ample clean up time into their event schedule.

f. Clean up must be completed in full before the departure of your group. All food items should leave with the renter or caterer. If clean-up is not satisfactory or damages have occurred Smithfield will charge the Renter(s) for the cost of cleanup and/or repairs.

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

Rental Contract\_WPSmithfield\_Version 2022.1.24

h. 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.

i. Tents, canopies, tables, chairs, etc. must be removed from 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.

**For wedding ceremonies only:**

a. The changing room location will be established at the signing of the contract and made available to the bride, bridesmaids, and limited immediate family (with prior permission) for up to 1 hour prior to the ceremony depending on Smithfield locations included in the Rental Contract.

b. The Smithfield manor house may be used with express, written permission prior to the event. Use of the house is not available to any other event aside from weddings.

 Renter may be responsible for contacting **Miss Utility** at 1-800-552-7001 one week prior to any ground penetrating activity such as tent placement. This is a free service and is legally required before digging or driving stakes into the ground. Renters should inquire f or details with the tent rental company they choose to use. **Vehicular access** to grounds should be through the appropriate service gate, rather than the front entrance gate. **The Renter is responsible for providing copies of guidelines** to all service providers prior to occupation of the premises. For groups over 200 people, Renters are required to rent **portable bathroom facilities** to have here onsite during the event.

**OTHER**

The Smithfield locations designated in this agreement are reserved for Renters use on the above noted date only. Once payment and security deposit has been received by the Smithfield staff representative.

After this binding Rental Contract is signed, cancellation of this Contract by the Renter, unless caused by a force majeure event, will result in forfeiture of the Renter’s security deposit. Refunds for inclement weather or other emergencies will not be made after the premises have been occupied. Set up of tent(s), placement of chairs, etc. is considered occupation of premises.

The above parties have received, read, and understand the Rental Guidelines and Rental Contract.

The Renter(s) understands that they are responsible for any claims arising out of any act or omission of its employees or agents in connection with the event, to the extent permitted by law, and that Smithfield-Preston Foundation shall not be liable for any claims related to the event unless caused by the intentional acts or negligence of its agents and employees.

The Renter(s) agree to keep the historic site of Smithfield's property, buildings, and grounds in the same condition as it was prior to the event.

The Renter(s) is financially liable for any damage to the property incurred by them, their employees, guests or subcontractors plus the actual cost of replacement, repair and expenses.

Rental Contract\_WPSmithfield\_Version 2022.1.24

**Payment Information:**

|  |  |  |
| --- | --- | --- |
| **Upfront Fees due at Contract Signing** | **Rental Fee** **Total** *Total amount includes* *money in earnest fee*  | **Due Dates** |
| Security Deposit: Money in earnest deposit: $500 |  |  |

\*$1,000 security deposit is eligible for return after event if no property damage is incurred or policies violated for the entirety of the rental event to include set-up, actual event, and complete cleanup of the facility afterwards.

**Please complete the following information as completely and accurately as possible**

|  |  |
| --- | --- |
| Event Name: |  |
| Event Date: |  |

Event Times:

*\*All event participants, vendors and Smithfield staff will be off site by 11:00pm.*

*Events will need to end before 11:00pm to leave time for rental clean up.*

Renter(s) Names:

Event Contact Name,

Email, Phone Number:

Rental Contract\_WPSmithfield\_Version 2022.1.24

|  |  |
| --- | --- |
| Contact **Mailing** Address: ***Required for security deposit return*** |  |
| Who should security deposit checks be made out to? Please list a person’s full name. |  |

**PHOTO RELEASE FORM**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **DO / DO NOT** *(please circle)* grant permission to **William Preston’s Smithfield** to use photographs and/or video of our event taken on **(date** \_\_\_\_\_\_\_\_\_\_\_\_\_ **)** at **William Preston’s Smithfield** in publications, news releases, online, in brochures and in other advertising and communications related to the mission of **William Preston’s Smithfield.**

*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* (Signature of Adult, or Guardian of child if under age 18)

**I have read, understand, and accept all of the above Rental Contract terms:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Renter(s) Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Smithfield Representative Date

***Thank you!***