The Avenel Foundation

P.O. Box 686

Bedford, VA 24523

**Contract**

***Fees/Deposit***

 Security Deposit $ 200.00 \_\_\_\_\_\_\_\_\_

 Half Day Rental (6 hours) $ 850.00 \_\_\_\_\_\_\_\_\_

 Full Day (10 hours) $ 1,700.00 \_\_\_\_\_\_\_\_\_

 Two-Day (up to 20 hours) $ 2,500.00 \_\_\_\_\_\_\_\_\_

 Noise Permit (if needed) \_\_\_\_No $ 25.00 \_\_\_\_\_\_\_\_\_ Yes

**Other rental item fees**

 **Number of Items**

TV/DVD $ 100.00 per day \_\_\_\_\_\_\_\_

Chairs (1 to 110) $ 2.00 each per day \_\_\_\_\_\_\_\_

Tables 4’ round (1 to 12) $ 6.00 each per day \_\_\_\_\_\_\_\_

Tables 6’ rectangle (1 to 2) $ 6.00 each per day \_\_\_\_\_\_\_\_

Tables 8’ rectangle (1) $ 6.00 each per day \_\_\_\_\_\_\_\_

Bistro Tables (1 to 8) $ 6.00 each per day \_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the Lessee, agrees to rent Historic Avenel in order to host \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for approximately \_\_\_\_\_\_\_\_\_\_\_ guests, on the terms listed above on the following date(s) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Total Amount for Use: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Security Deposit with signed contract: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Initial Payment 25%: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Balance due one week before event: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **CONTRACT**

**STANDARD TERMS AND CONDITIONS PERTAINING TO MEETINGS OR OTHER SIMILAR PRIVATE FUNCTIONS HELD**

Lessee agrees to abide by the following rules, regulations and conditions of the Avenel Foundation.

**Definitions:** As used herein, the following terms shall have the following meanings:

**EVENT –** the banquet, reception, meeting or other private gathering serving the subject of this agreement.

**AVENEL -** the house and/or grounds

**LESSEE -** the person(s), corporation, entity, organization or association contracting with The Avenel Foundation for the Event to be held on our property, including any of its agents or representatives.

1. Capacities (not including halls and porch):

Indoor functions ……………………….200

Indoor functions seated …………….. 84

Use of porches and grounds ……….300

1. Security Deposit – The Avenel Foundation requires a security deposit of $200 due at the time of the initial payment with signed contract. A post event inspection will be conducted and lessee will be notified of any damage and cost to repair or replace. If there is no damage upon inspection, the $200 deposit will be returned. ***The deposit may also be retained if Avenel is left unclean to offset the extra cleaning expenses.***
2. Payment:
3. Once a Contract is executed the Lessee shall pay twenty-five percent (25%) of the total amount along with the security deposit at the time of the execution of the contract (“Initial Payment”). Final payment is due in full one week (7 days) prior to the event. ***If Lessee fails to make the Final Payment in a timely manner, Avenel has the right to cancel the event and retain the Initial Payment.***
4. Cancellation by Lessee: If the Lessee cancels the event more than six (6) months prior to the event, the Lessee will receive the Security Deposit and all Initial Payment but $50.00.

If the Lessee cancels the event between three and six months prior to the event, the Lessee will receive the Security Deposit and 25% of their Initial Payment. Any cancellation less than three (3) months from the event date the Lessee forfeits 100% of the Initial Payment, but will have their Security Deposit returned.

1. Decorations and/or floral arrangements may not be taped, nailed, tacked or otherwise fastened to ceilings, painted surfaces, walls, railings or furniture.
2. Floral arrangements must be set on a base. **Lighted stick candles are not permitted**. Votive candles may be used in enclosed holders, such as hurricane lamps. Any use of sparklers must be done in the yard at ground level, away from the house. Nor can they be used on the porch or near any part of the structure.
3. Avenel does not permit any outside music or any additional structures (i.e. tent or canopy or arch) unless previously agreed to in writing by all parties, (see last page for notes).

***The Avenel Foundation retains the right to approve the placement of any tent prior to the event.***

1. Smoking is not permitted inside Avenel.
2. Lessee is responsible for security during an Event.
3. Lessee must comply with all federal, state and municipal fire codes, which apply to places of public assembly. ***Emergency exits and hallways must not be blocked.***
4. In consideration of Avenel Avenue residents, guests’ cars will be parked ***on the back lawn area.*** Passengers may be dropped off at the main or side entrances, but no parking is allowed in the circular drive or on the front lawn, except as per arranged, (see last page for notes).
5. Loud music or disruptive noise, especially late at night, is not allowed. The Lessee agrees to abide by the Town of Bedford’s noise ordinance. Avenel will only permit outside *amplified music* when a Loudspeaker/Sound Amplification Permit is obtained from the Town of Bedford. Again, Lessee must abide by all Town regulations of this permit. ***Outside*** ***Music must be turned off by 9:00 PM.***
6. The Lessee must be present to sign for deliveries. The Avenel Foundation will not accept deliveries for events, including but not limited to, portable toilets and tents.
7. Lessee undertakes to conduct the Event in an orderly manner, in full compliance with applicable laws, regulations and rules of the Avenel Foundation. Lessee assumes full responsibility for the conduct of all persons in attendance and for any damages done to any part of Avenel’s premises during any time such premises are under the control of Lessee, or Lessee’s agents, guests, employees or independent contractors employed by the Lessee. Lessee hereby indemnifies and holds harmless the Avenel Foundation against any and all claims, liabilities, or costs (including reasonable attorney’s fees and whether by reason of personal injury or death or property damage or otherwise) arising out of or connected with the Event or this agreement, caused or contributed to by the negligence of Lessee, or any guest or agent of the Lessee, or any independent contractor hired by the Lessee.
8. The Avenel Foundation will not assume any responsibility for the damage or loss of any merchandise or articles left at Avenel prior to, during or following the Event.
9. **Due to age and value, Avenel’s furniture must not and will not be moved. Chairs and tables that belong to Avenel that are rented by the Lessee must be taken down and returned to their storage areas.**
10. It is the right of any representative of Avenel to be on the premises at any time and during any event.
11. Lessee shall leave the premises in the same condition as it was in prior to the event. All trash is to be removed and placed in dumpster, located in rear of building.

**Closing Rules for Avenel Rentals**

1. The Avenel Foundation requires that you leave Avenel as you found it.
2. Please sweep up any food from the floors to avoid attracting rodents and pests. All trash taken to the dumpsters.
3. All music must be turned off by 9:00 PM, as Avenel is located in a residential area.
4. Do not leave other people: i.e. disc jockeys or caterers in charge of closing Avenel. The contract person (or someone designated beforehand) must be on the premises when the Events Coordinator inspects and locks the doors.
5. All events must conclude by 11:00 PM. This means that the lights are out, all guests have left the premises and all doors have been locked.

***The Events Coordinator reserves the right to shut down any event that is creating a disturbance to the neighborhood.***

**PLEASE SIGN AND DATE THIS AGREEMENT, INDICATING THAT ALL RULES, REGULATIONS AND CONDITIONS HAVE BEEN READ AND AGREED UPON. Return signed contract and check to:**

The Avenel Foundation

P.O. Box 686

Bedford, VA 24523

Any questions or concerns, contact Irene May Catlin, Facility Director, 540-816-9385.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Function \_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Time

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Number of Guests

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

Printed Name of Lessee Signature of Lessee Date Signed

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ e-mail address

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ mailing address

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Check received

SPECIAL NOTES: