

Town of Haysi

Rental Agreement for Town of Haysi Property Use

This Rental Agreement, dated \_\_\_\_\_, 20\_\_\_\_, entered into by and between the Town of Haysi and \_\_\_\_\_ (name), \_\_\_\_\_ (phone), \_\_\_\_\_ (email), \_\_\_\_\_ (address) (hereinafter "Renter").

Terms and Conditions

Property: \_\_\_\_\_

Event/Purpose/Function: \_\_\_\_\_

Term of Use: Starting \_\_\_\_/\_\_\_\_/\_\_\_\_ at \_\_\_\_:\_\_\_\_ AM / PM

Ending \_\_\_\_/\_\_\_\_/\_\_\_\_ at \_\_\_\_:\_\_\_\_ AM / PM

Rental Fee: \$\_\_\_\_.\_\_\_\_

Renter agrees that they have received, read, and agree to the Town of Haysi Property Use Policy (Property Use Policy dated August 9, 2024), which is attached to this Rental Agreement as Property Use Policy Exhibit "A" and incorporated within this Rental Agreement by reference, and to which this Rental Agreement is subject.

Security Deposit: Renter shall sign a credit card authorization to the Town of Haysi in the amount of \$\_\_\_\_.\_\_\_\_ as a Security Deposit. The Town of Haysi shall not charge the credit card the security deposit if Renter completely complies with section seven (7) of the Property Use Policy.

Duties of Renter: Immediately upon entering the rented facility, Renter shall inspect the property for safety, dangers, and damage. Renter shall then immediately report such items on the attached inspection form Exhibit "B."

Occupancy: Occupancy of the property will be limited to \_\_\_\_\_ persons.

Limitation of Liability: Renter shall release, hold harmless and indemnify the Town of Haysi from all liability for any injury to Renter or guests, resulting from any cause whatsoever, including known or unknown dangers, including but not limited to acts of God and intentional or negligent acts of third parties. Further, Renter shall indemnify and defend the Town of Haysi against any claim for loss, damages, or injury. The Town of Haysi recommends, but not required that Renter obtain and maintain at all times during the term of this Rental Agreement a policy of commercial general liability insurance from an insurance company licensed to do business in the state of Virginia.

Breach and Liquidated Damages: If Renter breaches any provisions or this Rental Agreement, and damages suffered by the Town of Haysi cannot be estimated, calculated, or determined, then Renter

shall forfeit the entire Security Deposit to the Town of Haysi as liquidated damages. In addition to forfeiture of the Security Deposit, nothing in this provision or this Rental Agreement shall prevent the Town of Haysi from pursuing other legal remedies to seek relief or compensation for damages above and beyond the amount of the Security Deposit.

Special Terms and Conditions: This facility is unique, and as such, may require special terms and conditions in addition to those listed above or in the Property Use Policy Exhibit "A", which are listed more particularly on the attached Property Use Policy Exhibit "C" incorporated within this Rental Agreement by reference, and to which this Rental Agreement is subject.

Assignment: This Rental Agreement is not assignable or transferable to any other person or entity.

Conformance: Renter agrees that he/she/they will abide by and conduct his/her/their affairs in accordance with the Town of Haysi Property Use Policy and all laws, rules, regulations, and ordinances, including those related to alcohol consumption and noise. Renter shall not engage in or allow any illegal activity to occur at the facility.

The parties have executed this Rental Agreement, subject also to the Special Terms and Conditions contained within Property Use Policy Exhibits "A" and "C", and Inspection Form Exhibit "B". All unaltered photocopies or fax transmissions of this Rental Agreement shall have the same force and effect as the original, whether or not executed by the parties separately and transmitted by fax.

Renter: \_\_\_\_\_ Date: \_\_\_\_\_

By: \_\_\_\_\_ (printed name)

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

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

Town of Haysi: \_\_\_\_\_ Date: \_\_\_\_\_

By: \_\_\_\_\_ (printed name)

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

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

Town of Haysi  
Property Use Policy  
(Exhibit "A")

*New Policy Effective August 9, 2024*

Property owned by the Town of Haysi may be used according to the following guidelines:

1. General Policy

First priority for use of the town properties will be given the Town of Haysi. Afterwards, consideration will be given to other groups or organizations. The town properties may be used for meetings, training, education programs, social events, and other activities deemed appropriate by the Town of Haysi.

2. Purpose

This policy prescribes the general responsibilities for the use of the town buildings, parks, and other associated sites. It is applicable to all buildings and sites under the control of the Town of Haysi.

3. Reservations

3.1 A deposit of fifty percent (50%) of the estimated charges and a one hundred dollar (\$100) credit card authorization will be required for all reservations as a security deposit and is due when the rental agreement is submitted. Standing reservations for buildings/sites (i.e. weekly meetings for non-profit or service organizations) will need to submit a new reservation request annually by the end of May for the following fiscal year (July to June) to the Haysi Town Hall. The remaining 50% of the charge is due at the commencement of the rental period on the agreement.

3.2 Reservations for use of each facility will be accepted on a first-come-first-served basis.

3.3 The frequency with which one group may utilize the building is at the discretion of the Town of Haysi.

3.4 The Town of Haysi retains the right to refuse requests for use of the space or to cancel reservations before or while they are in effect if the applicant fails to comply with these regulations.

3.5 Reservations are not accepted more than twelve (12) months in advance of the scheduled event.

3.6 Permission to use the Town of Haysi's facilities shall not, in any way, constitute an endorsement of the individual or group, or their policies and activities.

3.7 Access to facilities and grounds will be restricted between 11:00pm through 6:00am unless previously authorized in writing by the Town of Haysi.

3.8 The event may be cancelled by written request from the originating applicant. A ten dollar (\$10) service charge will be retained for each cancellation requiring a deposit. A refund of the amount paid to the Town of Haysi will be made minus the service charge, if cancellation is requested at least two (2) weeks prior to the event. For events cancelled less than two (2) weeks prior to the event, the entire deposit will be retained by the Town of Haysi.

3.9 Reservation of the facilities will not conflict with any municipal activity. A reservation may be cancelled and a full refund issued to the applicant if a conflict arises.

3.10 Reservation of the facilities to any group or individual will be limited in consecutive days to three (3) in a thirty (30) day period.

#### 4. Applicant Responsibility

4.1 Applicant must be at least twenty-one (21) years of age.

4.2 Applicant may not transfer or assign the reservation to another person, business, or organization.

4.3 Applicant is responsible for the supervision of minors at all times.

4.4 Applicant is responsible for providing law enforcement and/or security services if needed.

4.5 Applicant will ensure activity is in full compliance with applicable laws and this Town of Haysi Property Use Policy, including, but not limited to permits, licenses, and with fire and life safety requirements.

4.6 Applicant is responsible for the reasonable use of the building or site and for the protection of the property from excess wear and damage.

4.7 Applicant shall be required to execute a release of liability for negligence or any damages caused to the user or its property during the time of the event or use of the property.

4.8 Applicant will not admit to the property a larger number of persons than is permitted or designated in the agreement with the Town of Haysi.

4.9 Applicant will not place any additional locks on doors. The keys to all facilities shall remain in the possession of the Town of Haysi. Entrances and exits shall be locked and unlocked by an employee of the Town of Haysi in accordance with the time set forth in the corresponding rental agreement unless other arrangements are made and confirmed in writing by the Town of Haysi.

4.10 Applicant shall provide any furnishings, equipment, and other items required for the scheduled event or activity not existing within the building or site. The Town may provide any specialized or unique equipment, furnishings, audio-visual aids or other items to Applicant as available based upon request.

#### 5. Terms of Use

5.1 Animals are not allowed inside the buildings (with the exception of service animals) or in the playground area of Haysi's Riverfront Park. Any animals must be cleaned up after by the conclusion of the rental period in the agreement.

5.2 Smoking is not permitted in any part of the buildings.

5.3 Alcoholic beverages of any kind are not permitted in the facilities without proper approved permits from the State of Virginia.

5.4 Users may only occupy portions of the property that they have reserved.

5.5 Proper attire, including the wearing of shirts and shoes at all times is required during the use of the properties. Exceptions must be approved in writing by the Town of Haysi.

5.6 During all activities and events, a town representative will be assigned to supervise the property. Designated employees or representatives from the Town of Haysi have the right to enter any portion of the property for any purpose whatsoever any time during the scheduled event or activity.

5.7 Town sites may be used by individuals and organizations for suitable activities and events, when not required for town purposes. Properties are made available in "as is" condition. The Town of Haysi shall not be liable for any damage or expenses due to cancellation, non-suitability, or non-availability of the facilities for any reason.

## 6. Property Maintenance

6.1 Applicants are responsible for cleaning the rented property immediately following their activity or event. Clean-up time will be included in the rental time on the rental agreement.

6.2 Applicants are expected to clean up the property and remove any materials brought in to the facility. (Vacuum cleaner, trash bags, and other cleaning supplies will be available where needed).

6.3 Applicants are expected to:

6.3a collect and remove all trash

6.3b wipe off any tables, chairs, benches, swings, and kitchen counters

6.3c return any furniture to its original location (unless otherwise directed by staff)

6.3d sweep and clean floors (this includes mopping up any spills)

6.3e check and tidy restrooms (this includes flushing toilets and wiping counters)

6.4 Nothing shall be affixed to any walls or ceilings that permanently marks or damages the walls.

6.5 Tables and chairs will be available for Haysi's Russell Fork Trail Center and picnic tables will be available for Haysi's Riverfront Park; however, set-up will be the

responsibility of the applicant. Any damage to the furniture or structure that occurs shall be the responsibility of the applicant.

## 7. Security Deposit Authorization Guidelines

7.1 Inspection of the premises will be conducted upon exit of the reservation by the applicant and employee of the Town of Haysi.

7.2 All of the conditions below must be followed for continuation of property use privileges and/or to avoid the credit card charge authorized as a security deposit:

7.2a Activities must not be disruptive to those working in the building.

7.2b The property must be undamaged.

7.2c The property, including any carpet, is left clean.

7.2d Items under section 6.3 have been completed.

7.2e Functions that occurred have not violated any ordinances of the Town of Haysi or Virginia State Statues.

7.2f Facility doors and windows were securely closed and locked at the conclusion of the activity or event.

7.2g Lights were turned off and the thermostat was returned to the temperature as directed by staff.

7.2h Reservation balance is paid in full.

## 8. Regulations Specific to the Haysi Town Hall Building

8.1 Advertisements in and on the Haysi Town Hall Building premises are not permitted.

8.2 Use of open flames, candles, confetti, and glitter are not permitted.

## 9. Rental Rates

9.1 Rental rates and reservation fees are subject to change as necessary, at the town's discretion. A current Fee Schedule is attached.

9.2 Once a reservation is made and the deposit is paid, the rental rate cannot be changed unless the reservation is altered by the applicant.

## 10. Exceptions

10.1 Any exceptions to this property use policy must be approved in writing by the Town of Haysi prior to the reservation date.

## 11. Approval

11.1 Any and all requests are subject to availability of building space, and the Town of Haysi reserves the exclusive right to deny or approve any and all requests from any organization or individual for any reason other than stated herein.

Renter Initial: \_\_\_\_\_ Date: \_\_\_\_\_

Town of Haysi  
Daily Fee Schedule

*Effective August 9, 2024*

Haysi's Russell Fork Trail Center	\$200.00 Wedding or Reunion \$100.00 Other social event \$75.00 Church, Nonprofit, or Community Use \$25.00 Business Use* 6am-12pm \$25.00 Business Use* 1pm-5pm \$50.00 Business Use* 6pm-11pm
Town Gazebo	No charge
Haysi's Riverfront Park	\$50.00 \$20.00 6am-4pm \$30.00 5pm-11pm
Haysi Town Hall	\$50.00 \$25.00 6am-4pm \$25.00 5pm-11pm

*\*Business Use (up to 25 people), for business use over 25 people the charge is \$100 daily*

Inspection Date: \_\_\_\_\_ Inspection Time: \_\_\_\_\_ (Exhibit "B")

Existing Issues and Comments:

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Applicant: \_\_\_\_\_ (printed name)

\_\_\_\_\_  
Signature

Town of Haysi: \_\_\_\_\_ (printed name)

\_\_\_\_\_  
Signature

Inspection Date: \_\_\_\_\_ Inspection Time: \_\_\_\_\_

New Issues and Comments:

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Applicant: \_\_\_\_\_ (printed name)

\_\_\_\_\_  
Signature

Town of Haysi: \_\_\_\_\_ (printed name)

\_\_\_\_\_  
Signature



Town of Haysi  
Special Terms and Conditions  
(Exhibit "C")