



2 Bells Island Drive
Hampton, Virginia 23664 ♦ Phone: 757.850.0466 ♦ Fax: 757.851.2879

OFFICE USE ONLY	
Rcvd Use Fees	
Rcvd Damage Dep	
Rcvd Insurance	
Rcvd ABC/City Permit	
FINAL APPROVAL	

FACILITY RENTAL AGREEMENT

Boaters Square ♦ The Point ♦ Waterfront Party Pavilion

Reservation Date: _____

Today's Date: _____

APPLICANT INFORMATION

Applicant is: ☐ Individual ☐ Corporation

Applicant Name: _____

Organization: _____

Street Address: _____ City _____ State _____ Zip _____
(No PO Box)

Phone No.: (____) _____ Cell # (____) _____ EMAIL: _____

Address to mail damage deposit refund if different than above; refunding to person(s) other than the applicant not allowed:

FACILITY and EVENT INFORMATION

EVENT NAME/
DESCRIPTION: _____

Facility to Rent:

- ☐ Waterfront Boaters Square - *Max Capacity of 25*, 4-Hour use with tables. (\$250)
☐ The Point - *Max Capacity of 150*, 4-Hour use with picnic tables. (\$600)
☐ Waterfront Party Pavilion – *Max Capacity of 249*, larger events require security at applicants expense, tables and stage. (\$600)
☐ Optional: ☐ 20x40 Big-Top Tent (\$490) ☐ Sides (\$100)

Rental times: arrival and departure (Must include set-up and clean-up times. Entering early or staying later than times listed will result in charging deposit for additional hours.)

IN AM / PM

OUT AM / PM

☐ ALL DAY EVENT

Number of people attending event

The following may require City approval. Indicate yes or no and provide a brief description. Additional permits may be required.

- ☐ Yes ☐ No **Open to public** _____
☐ Yes ☐ No **Food Served** _____
☐ Yes ☐ No **Alcohol served** _____
☐ Yes ☐ No **Amplified sound** _____

APPLICANT: PLEASE READ THE FOLLOWING PROVISIONS AND INITIAL WHERE INDICATED

RESERVATIONS

To rent a Bell Isle Marina facility, applicant shall pay a use fee and a refundable deposit (hereinafter referred to as "deposit") to cover any maintenance and/or damage issues stemming from applicant's event. The completed agreement, fees, insurance documents, permits or licenses must be received by the Bell Isle Marina within 10 business days after the initial booking. Reservations will be considered final once all documentation and fees are processed and approved by the **Marina Manager**. **Deposit refunds could take up to 2 weeks to be refunded. Canceled events are subject to a \$20 cancellation fee or if canceled within 30 days of the planned event forfeiture of the use fee.** Reservations for which the use fee is waived may have the standard fees deducted from their deposit for cancellation within 30 days of the scheduled event or for failure to appear for said event. **If within the specified 10 days the applicant fails to comply with the any of the stated requirements, we reserve the right to leave the desired date available for new bookings.** Should another applicant desire the same date, the first party to provide the completed requirements will be granted the reservation. A copy of the approved agreement and permit or license must be openly displayed at the event. This agreement does not substitute for or replace a Special Event Permit issued by the City of Hampton or the Virginia Department of Alcoholic Beverage Control.



Initial

CONDITION OF USE

The use of tacks, nails, staples, push pins or anything that penetrates the walls, posts, ceilings or any part of Marina owned property is strictly prohibited. The use of string or tape to hang your decorations is encouraged. Applicant is responsible for removing all trash and cleaning of fields. **Failing to leave the facility in satisfactory condition, may result in forfeiture of the deposit and additional charges of \$50.00 per hour, billable in 1/2 hour increments for cleaning or maintenance.** If our maintenance crew is called in for an unscheduled cleanup, the applicant will be charged a 3 hour minimum fee (\$150.00) for cleaning. Should there be any damage to the facility that is not covered by the deposit; a claim may be made against you or your insurance.


Initial

ADDITIONAL NOTES


Initial

INSPECTION

During the event, applicant consents to allow inspection of the premises by City of Hampton employees, law enforcement officers, or their representatives for the purpose of determining compliance with the terms of this Agreement.

INSURANCE

Homeowners insurance is acceptable for private events without alcohol and less than 50 people.

Special Event General Liability insurance is required for events where one or more of the following conditions apply:

- a) alcohol will be sold or served
- b) there will be 50+ attendees
- c) the event is open to the general public
- d) there is an admission fee or fee for anything provided at the event (i.e. goods, food, dues, donations).

To obtain Special Event General liability, applicants are encouraged to contact their own insurance company for eligibility regarding their Tenants' and Users' Liability Insurance Policy (TULIP) offerings for short-term insurance needs. Evidence of insurance acceptable to the Bell Isle Marina must be provided covering the activities and dates of the event, the **Bell Isle Marina must be named as "additional insured" for \$1,000,000 and coverage must include a Liquor Liability Endorsement if applicable.** Limits and coverage may be adjusted to meet exposure as determined by the Marina Manager. The Marina does not maintain insurance that will respond to claims against the applicant arising out of the event.


Initial

HOLD HARMLESS

Applicant and their guests shall, to the fullest extent permitted by the law, defend, indemnify and hold harmless, Bell Isle Marina, its owner, employees and volunteers from and against any and all claims, suits, actions or liabilities for injury or death of any person, or for loss or damage to property, which arises out of or in connection with the Applicant's activity or event, including use of any premises, or from any activity, work or thing done, permitted, or suffered by Applicant in connection with the applicant's activity or event, including use of any premises, except only such injury or damage as shall have been occasioned by the sole negligence of Bell Isle Marina.


Initial

AGREEMENT AND ACKNOWLEDGEMENT

This agreement must be completed, signed and submitted to the Marina Office within 10 days of the booking date. The applicant, by their signature below, agrees and acknowledges that applicant is bound by the terms and representations of this agreement and the Facility Rental Policies and Information document. The applicant agrees that it will comply with the conditions set forth, and the terms of any other required permits or licenses or rental documents. Applicant further agrees on behalf of the reserving group to abide by the general use regulations of Bell Isle Marina as a condition to reserving the facility. Any misrepresentation in this agreement or deviation from the final agreed upon method of operation described in this agreement and the Facility Rental Policies and Information document, or failure to comply with all conditions, may result in the immediate revocation of the rental. This agreement does not constitute an approval until the Marina grants final approval which, once granted, must be presented at the event along with any permits.

APPLICANT SIGNATURE: _____

DATE: _____

IN CASE OF EMERGENCY AND CITY CONTACT NUMBERS

Police Dept.	Fire Dept.	Business hours from 8:00 am to 4:30 pm	Holidays / weekends / after hours
911	757.926.3315 or 911	757.850.0466	Marina Office: 757.850.0466 Marina Manager: 757.560.5200

<input type="checkbox"/> Reservation cancelled	Explanation: _____	Date: _____
	Completed by: _____	Date: _____



FACILITY RENTALS POLICIES & INFORMATION

Boaters Square ♦ The Point ♦ Waterfront Party Pavilion

Bell Isle Marina has three areas of the Marina available for rent: the Boaters Square, The Point and Waterfront Party Pavilion (Stage). Whether you are organizing a family gathering, birthday party, wedding or a business function, these waterfront sites fulfill a range of requirements.

The facilities are available to the public for community and personal activities and can be reserved throughout the year on a first-come, first-served basis (with priority being given to Bell Isle Marina Tenants). In the event of a scheduling conflict, official government use or government sponsored special public events shall take priority.

This document shall provide the information you need to decide which facility you might want to rent as well as the requirements for each location. Individuals or entities (the "Applicant") an agreement with Bell Isle Marina shall ensure all guests of the individual or entity with the requirements outlined in this pamphlet.

The Marina is committed to providing a safe, clean and fun environment for all citizens and guests. Event participants are required to act appropriately and be respectful of others when using our parks and facilities.

The Applicant will be held personally liable for the actions of everyone attending their event. Guests must conduct themselves in a civil and courteous manner at all times and may not jeopardize, harass, physically abuse or interfere with the rights and privileges of others. Abusive use of the facilities, equipment and/or amenities is prohibited.

Should any person attending the event not adhere to the standards herein described, the Marina reserves the right to immediately terminate the event. The deposit and all fees associated with event will be forfeited.

TO RENT A FACILITY PLEASE CALL THE BELL ISLE MARINA OFFICE

757.850.0466

Hours of operation are 8:00 am to 4:30 pm, Monday through Sunday

RENTAL REQUIREMENTS

CONDITIONS FOR USE:

- Applicant must be at least 21 years of age.
- Applicant is responsible for the renting, set-up and dismantling of tables, chairs, decorations, or any items related to their function.
- Use of a loud speaker, amplified sound or music on Marina property is prohibited without prior approval. Applicants wanting to provide music or some sort of amplified sound must discuss their plans with a marina representative to determine if approval can be granted.
- No open flames or free-standing candles such as candelabras, pillar candles, etc., are permitted. Candles may be used as centerpieces as long as the flame is enclosed and securely supported on substantial, non-combustible bases, such as in glass jars, votive holders or hurricane type lamps.
- The Marina will not be held legally or financially responsible for consequences experienced by Applicant or guests due to circumstances beyond the Marina's control. Those circumstances could be including, but not limited to, inclement weather, natural disasters and naturally-occurring health hazards. In such circumstances, the event may be rescheduled (pending availability) or fees and deposits will be refunded.
- Smoking is prohibited in all marina buildings or within 25 feet of any doors, windows, or ventilation intakes.
- Fireworks, firearms, crossbows and/or weapons of all kind are prohibited at event.
- Applicant and guests shall vacate the facility by the time indicated on the reservation as other parties may be scheduled for the next time slot.
- The Marina reserves the right to have final approval on all activities, events, or hours of operation scheduled at the facilities.
- Reservation fee includes the facility only; it does not entitle the Applicant to exclusive use of any other public areas. **Reserving or sectioning off other areas of the marina, lawns or beach is prohibited.**
- Permission to use the facility does not constitute an endorsement of a group's philosophies, policies, or beliefs.

RESERVATIONS:

- Applicants may reserve a facility up to 1 year in advance of the proposed date of use.
- The requested date is not secured until the application, use and deposit fees and all required documentation (insurance, permits or licenses) are received within 10 business days of initial booking.
- A reserved date will not be held beyond 10 days for incomplete applications.
- Non-compliance of any Marina provision will result in a hold on the Applicant's reservation and the date will remain available for new bookings. Should another Applicant desire the same date, the first party to provide the completed application, fees and documentation will be granted the reservation.

PAYMENT METHOD:

- Payment may be made by cash or check or credit card. Checks should be made payable to Bell Isle Marina.
- If a payment is NSF, the reservation will be canceled for non-compliance and will remain so until all applicable fees (rental fee, deposit and NSF charge) are paid in cash within 5 calendar days of notification from Marina.

DEPOSIT:

- In addition to the rental fee, every Applicant will be charged a separate refundable damage/maintenance deposit. This fee covers damage and clean-up of the facility (if necessary).

Applicant is responsible for clean up after their event which may include, but is certainly not limited to the removal of all material and waste from the facility, clean-up of all spills and the return of facility

equipment to its original location. The damage deposit will be returned if the Applicant fulfills their obligations. If the facility is not returned to an acceptable condition, then the deposit may be withheld and additional charges may be incurred. Please see Facility Condition Report and Facility Rental Agreement for detailed information.

- Applicant is responsible for any and all damages that occur as a result of the event, including damages to the building, fixtures, equipment, and personal property. Any costs incurred for damages to, or defacement of the Marina facilities, equipment, park amenities, grounds (such as grass, foliage, etc.), will be deducted from the deposit and/or billed to the Applicant's insurance to cover repair or replacement costs as determined by the Marina.
- Automatic forfeiture of deposits will occur under the following conditions:
 - Disturbing the peace (music too loud, honking horns, etc.), Including summoning of the Police Dept.,
 - Service or consumption of alcohol by any person under 21.

CANCELLATIONS AND REFUNDS:

- *Reservations canceled after being booked* will be subject to a \$20.00 cancellation fee which will be deducted from the refund.
- *Reservations canceled within 30 days of the scheduled event* will forfeit the refund of the User fee.
- Reservations for which the use fee is waived may have the standard fees deducted from their deposit for cancellation within 30 days of the scheduled event or for failure to appear for said event.
- A deposit will be refunded in approximately 1-3 weeks after the event, assuming all conditions were met and no damages or additional fees were incurred during the function. Refunds will be made payable to Applicant whose name is on check or agreement and mailed to address provided.

FOOD AND/OR ALCOHOL:

- Any cooking or heating equipment that requires gas or propane may be used outside providing it is NOT operated within 10 feet of any building or combustible materials. While operating a grill, the Applicant must have on hand a fire extinguisher and cell phone in case of fire.
- Alcohol is permitted providing Special Event General Liability insurance with Liquor Liability Endorsement is acquired as well as the proper Virginia Department of Alcoholic Beverage Control (VAABC) License is obtained prior to the event and clearly displayed at the function. Please see attached document for further information.
- Alcoholic containers (and Kegs) must be kept inside the designated area at all times. Alcohol shall be consumed within the rental/designated areas reserved by the applicant and NOT beyond the perimeters of these areas.
- Service to or consumption of alcoholic beverages by any person under the age of 21 will result in IMMEDIATE cancellation of the event and all fees and deposits will be forfeited.
- Applicant is responsible for ensuring that all marina property is protected from grease, cigarette butts, trash or other damage.

INSURANCE REQUIREMENTS:

- Homeowners insurance is acceptable for private events without alcohol and less than 50 people.
- Special Event General Liability insurance is required for events if any of the following conditions apply:
 - A) alcohol will be sold or served,
 - B) there will be 50+ attendees
 - C) the event is open to the general public,
 - D) there is a charge for anything provided at the event (admission, goods, food, dues, donations, etc.)
- Evidence of insurance acceptable to Bell Isle Marina must be provided covering the activities and dates of the event, **Bell Isle Marina must be named as "additional insured" for \$1,000,000 million and coverage must include Liquor Liability Endorsement if applicable.** Limits and coverage may be adjusted to meet exposure as determined by the Marina Manager.
- The Marina does not maintain insurance that will respond to claims against the Applicant arising out of the event.

Alcohol Banquet and Special Event Licenses

Issued by: Virginia Department of Alcoholic Beverage Control
(VAABC)
4907 W. Mercury Blvd, Hampton, VA 23605

Phone: (757) 825-7830
Website: www.abc.va.gov

If alcohol will be available at the event, either a Banquet or Banquet Special Event License will be required. The Applicant will need to contact the VAABC to purchase a banquet license. Commercial General Liability insurance with a liquor liability endorsement is also required, see Marina office for details. The proof of coverage must be provided with the Marina's rental application. Summary below subject to change by VAABC.

BANQUET LICENSE (permit fee is \$55 per day):

The license allows for the service and consumption of liquor at a private, invitation-only banquet or gathering held in a public place or business. Examples include weddings, company banquets, retirement parties, and club, organization or church events. After the banquet license is completed, a copy of it will be sent to the applicant. Officers may visit the function so it is important that a copy of the license is posted at the event.

- Banquet Licenses are available to “For-profit” businesses, societies, organizations, and individuals.
- Retail liquor licensees may not obtain banquet licenses.
- Attendance must be by invitation only. The event may not be open or advertised to the public.
- Liquor must be free of charge, or brought by individuals attending the event. No separate or additional charge may be made for liquor, and donations cannot be accepted.
- The event cannot be for business promotions.
- Liquor must be purchased from a VAABC retail store at full retail price.
- Package deals are allowed that may include, for example, the cost of dinner, liquor and entertainment. To ensure participants receive an equal share, tickets exchangeable for drinks may be issued as part of the package price. No profit may be made from the packaged deals.

BANQUET SPECIAL EVENT LICENSE (license fee is \$55 per day, per location – applications available on-line):

IMPORTANT: *VAABC requires that the application and fee be submitted 12 days before the event.* The license allows a bona fide nonprofit organization to sell liquor at a specified date, time and place. Examples include a fundraising dinner, gala event, auction, or wine tasting.

- Available to bona fide nonprofit organizations, allows sales of spirits, beer and wine by individual serving for on-premises consumption.
- The local authority will be notified of the application and have the opportunity to weigh in on the application.
- Spirits may be purchased from a domestic (in-state) Spirits Distributor, Retailer licensee, Craft Distillery, or Distillery. Spirits may also be purchased from a U.S. distillery holding a Spirits Out-of-State Certificate of Approval (COA) with Virginia to ship spirits directly to licensed retailers. Beer or wine may be purchased wholesale or retail.

Note: It is against the law to allow a third party (i.e.: “promoter”) to run an event on the Applicant’s behalf in exchange for a percentage of the profits. Allowing a third party to collect part of the proceeds or take a cut of the proceeds could prevent the nonprofit from obtaining future Banquet Licenses.

Bell Isle Marina Event Areas

