



## PROPERTY LEASE AGREEMENT

This agreement ("Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between Verulam Farm Conservation Group LLC, a Virginia limited liability company ("Verulam") and \_\_\_\_\_ of \_\_\_\_\_ ("Lessee").

**WHEREAS**, Verulam is the record owner of certain improved real estate located at 99 Bloomfield Road, Charlottesville, Virginia; and

**WHEREAS**, Lessee desires to host an event ("Event") on portions of Verulam's property on \_\_\_\_\_ ("Event Date"), and Verulam desires to rent certain portions of its property to Lessee pursuant to the terms and conditions of this Agreement.

**NOWTHEN**, in consideration of the Deposit and the fees to be paid as described below, the mutual covenants and agreements herein contained, and other good and valuable consideration, Verulam and Lessee hereby agree as follows:

1. **Rental Area** – Pursuant to the terms of this Agreement, Verulam does hereby lease to Lessee and Lessee does hereby let from Verulam those portions of improved real estate depicted by the maps attached hereto as Exhibit A and described by text as follows:

## ☐ Level 1 – Reception at the “Cider Barn”

**The Cider Barn** – The “Cider Barn” is the two story barn so labeled on the map attached as Exhibit A. The portions of the Cider Barn making up part of the Rental Area are: i) the barn’s mow (i.e.the second floor area designed for the storage of hay), ii) the decks and stairs attached to the barn, iii) loft above the second floor, and iv) the surrounding area between the barn structure and fencing of adjacent paddocks. The ground floor of the Cider Barn is excluded from the Rental Area. Event guests are permitted in the Cider Barn between 10:00am and Midnight during the Rental Term. Vendors and event staff are permitted in the Cider Barn between 10:00am and 2:00am during the Rental Term.

**Parking** -- One or more open areas (“Fields”) as depicted by the map attached hereto as exhibit A to be used for parking. Fields do not include any structures that may be present on the land. Guest parking is permitted between 10:00am and Midnight during the Rental Term. Vendor and staff parking is permitted between 10:00am and 2:00am during the Rental Term. The Rental Fee does not include overnight parking.

## ☐ Level 2 – Field Ceremony and Reception at the “Cider Barn”

**Ceremony Field** – The ceremony area as depicted by the map attached hereto as exhibit A to be used for the ceremony between 10:00am and 8:00pm during the Rental Term.

**The Cider Barn** – The “Cider Barn” is the two story barn so labeled on the map attached as Exhibit A. The portions of the Cider Barn making up part of the Rental Area are: i) the barn’s mow (i.e.the second floor area designed for the storage of hay), ii) the decks and stairs attached to the barn, iii) loft above the second floor, and iv) the surrounding area between the barn structure and fencing of adjacent paddocks. The ground floor of the Cider Barn is excluded from the Rental Area. Event guests are permitted in the Cider Barn between 10:00am and Midnight during the Rental Term.

**Parking** -- One or more open areas (“Fields”) as depicted by the map attached hereto as exhibit A to be used for parking. Fields do not include any structures that may be present on the land. Guest parking is permitted between 10:00am and Midnight during the Rental Term. Vendor and staff parking is permitted between 10:00am and 2:00am during the Rental Term. The Rental Fee does not include overnight parking.

☐ **Level 3 – Garden Ceremony and Reception at the “Cider Barn”**

**Garden Ceremony** – The Garden area as depicted by the map attached hereto as exhibit A to be used for the ceremony between 10:00am and 8:00pm during the Rental Term. The Garden area may not be used for the service of food and beverages or an event other than the ceremony.

**Bridal Suite** – The portion of the main house including the sitting room, bedroom, closets, wet bar, bathroom, porch and patio underneath the pergola depicted in exhibit “A” for use by the bridal party between 10:00am and 8:pm during the Rental Term. Other portions of the house and gardens surrounding the house are excluded from the Rental Area. The Bridal Suite is not to be used by event guests other than the bridal party.

**The Cider Barn** – The “Cider Barn” is the two story barn so labeled on the map attached as Exhibit A. The portions of the Cider Barn making up part of the Rental Area are: i) the barn’s mow (i.e.the second floor area designed for the storage of hay), ii) the decks and stairs attached to the barn, iii) loft above the second floor, and iv) the surrounding area between the barn structure and fencing of adjacent paddocks. The ground floor of the Cider Barn is **excluded** from the Rental Area. Event guests are permitted in the Cider Barn between 10:00am and Midnight during the Rental Term. Vendors and event staff are permitted in the Cider Barn between 10:00am and 2:00am during the Rental Term.

**Parking** -- One or more open areas (“Fields”) as depicted by the map attached hereto as exhibit A to be used for parking. Fields do not include any structures that may be present on the land. Guest parking is permitted between 10:00am and Midnight during the Rental Term. Vendor and staff parking is permitted between 10:00am and 2:00am during the Rental Term. The Rental Fee does not include overnight parking.

☐ **Level 4 – Garden Ceremony and Cocktail Party Reception at the “Cider Barn”**

**Garden Ceremony** – The Garden area as depicted by the map attached hereto as exhibit A to be used for the ceremony and cocktail party between 10:00am and 9:00pm during the Rental Term.

**Bridal Suite** – The portion of the main house including the sitting room, bedroom, closets, wet bar, bathroom, porch and patio underneath the pergola depicted in exhibit “A” for use by the bridal party between 10:00am and 8:pm during the Rental Term. Other portions of the house and gardens surrounding the house are excluded from the Rental Area. The Bridal Suite is not to be used by event guests other than the bridal party.

**The Cider Barn** – The “Cider Barn” is the two story barn so labeled on the map attached as Exhibit A. The portions of the Cider Barn making up part of the Rental Area are: i) the barn’s mow (i.e.the second floor area designed for the storage of hay), ii) the decks and stairs attached to the barn, iii) loft above the second floor, and iv) the surrounding area between the barn structure and fencing of adjacent paddocks. The ground floor of the Cider Barn is excluded from the Rental Area. Event guests are permitted in the Cider Barn between 10:00am and Midnight during the Rental Term. Vendors and event staff are permitted in the Cider Barn between 10:00am and 2:00am during the Rental Term.

**Parking** -- One or more open areas (“Fields”) as depicted by the map attached hereto as exhibit A to be used for parking. Fields do not include any structures that may be present on the land. Guest parking is permitted between 10:00am and Midnight during the Rental Term. Vendor and staff parking is permitted between 10:00am and 2:00am during the Rental Term. The Rental Fee does not include overnight parking.

#### ☐ **Level 5 – Garden Ceremony and Reception**

**Garden Ceremony and Reception**– The Garden area as depicted by the map attached hereto as exhibit A to be used for the ceremony and reception. Event guests are permitted in the Garden area between 10:00am and Midnight during the Rental Term. Vendors and event staff are permitted in the Garden area between 10:00am and 2:00am during the Rental Term.

**Bridal Suite** – The portion of the main house including the sitting room, bedroom, closets, wet bar, bathroom, porch and patio underneath the pergola depicted in exhibit “A” for use by the bridal party between 10:00am and 8:pm during the Rental Term. Other portions of the house and gardens surrounding the house are excluded from the Rental Area. The Bridal Suite is not to be used by event guests other than the bridal party.

**Parking** -- One or more open areas (“Fields”) as depicted by the map attached hereto as exhibit A to be used for parking. Fields do not include any structures that may be present on the land. Guest parking is permitted between 10:00am and Midnight during the Rental Term. Vendor and staff parking is permitted between 10:00am and 2:00am during the Rental Term. The Rental Fee does not include overnight parking.

**Ingress/Egress** – Open areas comprised of paths and driveways that connect the above Rental Areas are included in the Rental Area.

The Rental Area does not include those open areas and structures not explicitly described by the above text and Exhibit A.

2. **Personal Property** – Verulam agrees to rent to Lessee the personal property listed in Exhibit B during the Rental Term for use within the Rental Area.
3. **Rental Term** – Lessee’s use of the Rental Area may commence at 10:00am on the Event Date and terminates at 10:00am the following day. The Rental Area may be used for storage throughout this term. Individual areas may be used by guests, vendors and staff only as indicated by the area description above.
4. **Access** – Lessee shall have access to the Rental Area at other times with advanced notice and during normal business hours.
5. **Deposit** – A Deposit payment in the amount of fifty percent (50%) of the Rental Fee is due upon ratification of this Agreement and reserves Lessee’s use of the Rental Area during the Rental Term.
6. **Rental Fee** – The total Rental Fee due Verulam is \_\_\_\_\_ (\_\_\_\_\_) of which the Deposit is paid in accordance with #5 above. The remaining amount is due and payable no fewer than five (5) days prior to the commencement of the Rental Term.
7. **Damage Deposit** – A damage deposit of five hundred (\$500) is due no fewer than five (5) days prior to the Event Date. The cost of the following items may be deducted from the damage deposit: 1) cost of propane utilized for heaters, 2) the cost of cleaning and removing items left by Lessee after 10:00am of the day following the Event Date, 3) parking fees for cars or trailers left overnight, 5) personal property rented by Lessee after this Agreement is executed, and 4) any damage to the property exceeding normal wear and tear.
8. **Late Payments** – Interest at the rate of 1.5% per month will be charged on all past due amounts due Verulam under this Agreement.
9. **Cancellation** –
  - a. In the case where Lessee cancels the Event at any time, Lessee surrenders the Deposit. The Deposit will not be refunded.
  - b. In the case where Lessee cancels the Event less than 90 days before the commencement of the Rental Term, then the full Rental Fee is due and immediately payable to Verulam. Verulam shall refund to Lessee any amount that Verulam recovers by renting all or part of the Rental Area to another party for the same Rental Term.

## **10. Alcohol**

- a. Lessee will ensure that they or their caterer will obtain a valid and appropriate ABC license that permits the service of alcoholic beverages as contemplated by Lessee.
- b. Lessee will ensure that they or their caterer will control the service of alcoholic beverages such that: a) persons are not over-served and b) minors are not served.
- c. Lessee will ensure that they comply with the ABC laws of the Commonwealth of Virginia.

## **11. Utilities**

- a. Verulam will provide electrical service to each structure included in the Rental Area.
- b. Electrical supplies to the Cider Barn includes: i) a 40 amp isolated circuit adjacent to the stage for use by the band or disc jockey, ii) a “shore line” for use by a tour bus, and iii) heat lamps and outlets for cooking gadgets in the catering kitchen.
- c. Propane used for heating or cooking is **not** included in the Rental Fee. Verulam will provide full propane tanks at the commencement of the Rental Term. Verulam will have the tanks refilled within a week following the Event. Lessee agrees to pay the actual cost of the propane consumed.
- d. Large appliances utilized by Lessee’s caterer are to be propane fired. The caterer may not connect large electric appliances to the Cider Barn’s electrical outlets.

## **12. Parking**

- a. In the event that excessive rain or snow makes the planned parking area un-useable, Verulam reserves the right to set an alternative parking area.
- b. The Rental Fee does not include overnight parking. Lessee agrees to pay \$50 for each vehicle parked on the property after midnight of the Event Date. Vehicles left after 10:00am following the Event Date are subject to towing at Lessee’s expense.

## **13. Restrictions**

- a. Lessee, its invitees, contractors, agents or employees must vacate the Rental Area and other property owned by Verulam between 2:00am and 8:00am.

- b. Irrespective of whether the Rental Area includes a swimming pool or pond, Lessee agrees that Lessee, Lessee's guests, Lessee's vendors, Lessee's agents may not swim.
- c. Smoking of tobacco products is not permitted within a structure.
- d. Heaters may not be placed within 36 inches of a wall or roof of any structure.

#### **14. Decorations**

- a. Aside from fixtures permanently mounted to a structure and those personal property items listed in Exhibit B, Lessee will provide all decorations for the Event.
- b. Verulam provides white paper lantern lighting in the Cider Barn. Lessee may replace the shades. Lessee may have the shades removed and raise the light fixtures to the point where they are less visible. Lessee agrees to contract separately with Verulam to: i) modify the lights and ii) return them to their original condition after the event.
- c. Verulam agrees to remove the basketball hoop and other sport's equipment that may be mounted in the Cider Barn at Lessee's discretion. Lessee agrees to notify Verulam of their intentions no less than ten days prior to the commencement of the Rental Term.
- d. No open flames (candles, fire pits, etc) are permitted within the Rental Area or any other property owned by Verulam unless exempted by Exhibit C.
- e. No items/substances similar to rice, glitter, birdseed, or confetti may be thrown in the Rental Area without the prior written permission of Verulam. No liquids, powders or oil may be deliberately placed on the floors of any structure without the prior written permission of Verulam. If Verulam agrees to an exception, Lessee understands that these items will require special cleaning to be completed by Lessee or at Lessee's expense.

#### **15. Insurance**

- a. Lessee agrees to obtain at least \$1 million in general liability insurance coverage for the Event. The insurance policy will name Verulam and Melton McGuire as an additional insured party.
- b. In the event that alcoholic beverages are served during the Event, then Lessee will insure that the server of alcoholic beverages has, in force, at least \$1 million in liquor liability coverage for the Event.
- c. Lessee's vendors and agents of Lessee will maintain prudent insurance coverage relating to their business and for vehicles to be operated on

Verulam's property. Lessee will provide or have its vendors provide proof of insurance to Verulam no less than five (5) days before the commencement for the rental Term.

#### **16. Damages**

- a. Verulam will provide all structures in "broom clean" condition at the commencement of the Rental Term. Verulam will provide pastures within the Rental Area in mowed condition. Lessee agrees to return the structures in similar "broom clean" condition normal wear and tear excepted. Lessee is to ensure that trash generated during the event is removed from the property by trash is placed in receptacles provided by Verulam.
- b. Lessee shall be liable for any damages, harm or injury to the Rental Area, or to any other real or personal property of Verulam caused by the acts or omissions of the Lessee, its invitees, contractors, agents or employees in connection with the use or occupancy of the rental Area for the Event, excluding normal wear and tear. Lessee shall deliver to Verulam the Rental Area in as good a condition and repair as the same shall be delivered to the Lessee at the beginning of the Rental Term. If Lessee fails to do so after reasonable demand therefore, Verulam may make reasonable repairs and Lessee shall reimburse Verulam the actual cost incurred (less available Damage Deposit) in connection with such repairs upon receipt of Verulam's invoice requesting payment of same.

#### **17. Licenses and Permits**

- a. Albemarle County zoning ordinances limit the number of guests at such events in the rural area to 200. Lessee is responsible to ensure either: 1) ensure 200 or fewer people attend the Event or 2) a temporary Special Use Permit for the Event is granted.
- b. Lessee is to ensure that the Event meets all local, state, and federal laws.

18. **Indemnification** – Lessee agrees to hold harmless and indemnify Verulam, their management and partners (collectively the "Indemnified Parties") against any and all claims, liabilities, reasonable costs or expenses, including reasonable attorney's fees arising out of the use and occupancy of the Rental Area, the Event, and the breach of this Agreement, including but not limited to , any act or omission of Lessee, its invitees, contractors, agents, and/or employees in connection with the use and occupancy of the Rental Area or the Event. Verulam is not responsible for personal property of Lessee, its invitees, contractors, agents, and/or employees.

19. **Images** – Verulam reserves the rights to images it may produce of the Rental Area during the Rental Term. In addition, Verulam reserves the right to reference or duplicate images the Lessee elects to publish to public forums.



20. **Assignment** – Lessee may not assign the rights under this Agreement to another party without the prior written approval of Verulam.
21. **Governing Law** – The provisions of this Agreement shall be interpreted under the laws of the Commonwealth of Virginia.
22. **Force Majeure** – If Verulam is delayed, interrupted, or prevented from performing any of its obligations under this Agreement, including but not limited to the closure the Rental Area, and such delay, interruption or prevention is due to fire, act of God, governmental act or failure to act, terrorist act, unavailability of utilities, including but not limited to electricity, water or sewer, or any other cause outside the reasonable control of Verulam, then Lessee may either reschedule the Event, subject to availability, or request to be released from this Agreement and receive a full refund of all amounts paid.
23. **Survival** – The obligations of the Lessee contained in sections 14 and 16 of this Agreement shall survive the termination of this contract.

**VERULAM**

\_\_\_\_\_  
Verulam Farm Conservation Group LLC

\_\_\_\_\_  
Date

**LESSEE**

\_\_\_\_\_  
[Insert name here]

\_\_\_\_\_  
Date

\_\_\_\_\_  
[Insert name here]

\_\_\_\_\_  
Date

**EXHIBT A**  
**FIELDS INCLUDED IN RENTAL AREA**

**EXHIBIT B**

**PERSONAL PROPERTY TO BE INCLUDED IN RENT**

## **EXHIBIT C**

### **EXCEPTIONS AND ALLOWANCES**