

CITY OF WHITEVILLE



CITY OF WHITEVILLE RENTAL CONTRACT

Name of Event:

Event Date:

Contact Information: (contact name, telephone #, address, email address)

This agreement made and entered into on this date, _____ between City of Whiteville, North Carolina, party of the first part (hereinafter referred to as Lessor), and

_____ Name of Lessee, party of the second part (Hereinafter referred to as Lessee).

WITNESSETH: That for and in consideration of the rents and mutual covenants hereinafter set fourth, the LESSOR does hereby and lease unto the LESSEE the facilities, equipment, and services hereinafter referred to under the terms hereinafter provided.

1. The LESSOR shall provide the Event Center for use by the LESSEE for the **period of** _____ **until** _____ **beginning** _____ (date of event). The City of Whiteville will NOT hold a date(s) without this contract being fully executed and payment/deposit being rendered.

2. The LESSOR shall provide to the LESSEE in connection with the use of the facilities hereinabove referred to: cleaning services, maintenance of the building, electrical services, staff representations (if required), as well as set up of City owned tables/chairs. The City of Whiteville is not responsible for rented items left after scheduled event time. Bounce Houses are prohibited.

3. The LESSEE shall pay to the LESSOR fifty percent (50%) of the rental fee and the full amount of the security deposit as a down payment at the time this contract is effective, and the remainder to be paid on or before ONE MONTH PRIOR TO THE EVENT. If rental fee is not received in full, one month prior to event date, LESSOR may require LESSEE to make payment in cash or by certified check before event takes place. The total charges include a non-refundable portion of the rental fee as described in GENERAL INFORMATION, and the refundable security deposit. The security deposit may be applied, at LESSOR'S discretion, towards repairing, replacing, or the extra cleaning of any damage to LESSOR'S facility or property caused by LESSEE, LESSEE'S guests, or persons contracted by LESSEE. The LESSEE shall also be responsible for any damage. The unused portion of said damage deposit shall be refunded to the LESSEE no longer than thirty (30) days after the date of facility usage.

4. The LESSEE shall pay additional charges as set forth on REGISTRATION FORM and in the GENERAL INFORMATION and these documents are made a part of this lease agreement as fully as if

set forth for any equipment, space, and/or service other than those provided heretofore, and agreed upon by the LESSEE and the LESSOR, to be due and payable one month prior to the event.

5. The LESSEE expressly agrees that the above-named facility shall, during the term of this lease, be used exclusively for the event described hereinabove.

6. The LESSEE shall provide the LESSOR details for set up requirements one month prior to the event.

7. The LESSEE must sign a contract. The contract is executed only after a deposit is received. The LESSEE and LESSOR must fully execute the contract prior to the LESSEE advertising in any way, selling tickets to the event or using the space. Heat and air conditioning shall only be available during hours contracted.

8. The LESSOR may deny use of the facility for any one of the following reasons:

- a. The LESSEE cannot or will not meet one or more obligations of facility use.
- b. The event or use is or will obviously be in violation of laws or ordinances, or is likely to cause severe damage to the building/grounds or injury to individuals.
- c. The potential LESSEE has repeatedly made, then canceled, reservations.
- d. The LESSEE has longstanding and unfulfilled financial obligations to LESSOR.
- e. The LESSEE has previously broken the LESSOR'S rules, city ordinances, county or state laws.

9. Once a contract has been signed and deposit received, the individual or organization signing the contract may cancel an event only upon written notice to the LESSOR. Notice must be acknowledged by the LESSOR to be valid. The LESSOR may terminate a reservation if it determines one or more of the following:

- a. The space is not usable due to circumstances beyond the control of the LESSOR, such as damage to the facility.
- b. The LESSEE cannot or will not meet one or more of the obligations of facility use, as defined in these policies and/or rental contract and/or rental agreement between LESSEE and the LESSOR.
- c. The LESSOR determines that the event or use is, or will be, obviously in violation of laws or ordinances; or is likely to cause severe damage to the facility or injury to individuals.

10. In the event of cancellation, the LESSEE will receive 75% of fees paid when providing the LESSOR written notice before end of nine (9) months prior from event date. The LESSEE will receive 50 % of fees paid when giving the LESSOR written notice before the end of four (4) months' notice. The LESSEE will not receive a refund for rental with fewer than three (3) months' notice. If the LESSEE requires an event

to be re-scheduled after an initial contract and deposit has been received, a new contract must be issued to guarantee retention of the new date. No holds will be placed on rescheduled dates until a new contract has been issued and is in place.

11. If the LESSEE violates any of the regulations to herein, this lease shall terminate and the LESSEE, LESSEE guests and LESSEE contracted personnel shall vacate the facility immediately.

12. The LESSEE shall comply with the provided DECORATING GUIDELINES statement and accept financial responsibility for any damages to the facility or its equipment caused by the LESSEE'S employees, assistants, audience, guests, or contracted personnel. The LESSEE is responsible for removing all decorations immediately after the event ends, unless prior arrangements have been made with the LESSOR.

13. The LESSEE shall indemnify and hold harmless the LESSOR for any lawsuit, injury, or claim arising from said event(s) or functions. This indemnification shall include reimbursements to the LESSOR for all responsible costs arising out of said claim or claims. In addition, the LESSEE accepts responsibility and liability for any damage, injury, or loss occurring from such event/function and use of the facility and agrees to make restitution and/or reparation accordingly.

14. General Liability insurance must be possessed by independent contractors, such as event/wedding planners. Renter may be required to name the City of Whiteville as an additional co-insured and provide a copy of the certificate to the city. The City of Whiteville assumes no responsibility, legally or financially, for any personal property brought into the facility, including rented equipment. Bounce houses are prohibited. The City of Whiteville assumes no responsibility, legally or financially, for any injuries to the renter, guest or agents hired by the renter. A homeowner's policy may cover use of an outside facility parties, reunions, etc. However, there may be certain instances where proof of insurance is required from the renter's own General Liability insurance coverage and/or liquor liability coverage such as for hazardous activities, large number of attendees, alcohol exposure, etc. The Event Coordinator may provide renter with information as to how to obtain a special event policy through Tenant Users Liability Insurance Policy (TULIP). Proof of General Liability is required one month prior to the event.

15. Security may be required for event(s) and functions. City staff will determine whether security may be required, based upon the type of event/function identified in this contract.

16. Special requirements for public safety may be required for event(s) and functions. The City's Fire Marshal will determine whether special requirements for public safety are required based upon the type of event/function identified in this contract.

The Total Rental Charge is based on the following:

City of Whiteville Rental Package	\$ _____
Total Base Rental Fees	\$ _____
Deposit (<i>refundable</i>)	\$ _____
Total Rental Charge	\$ _____
Total Down Payment Due (<i>see page 1</i>)	\$ _____
Balance Due After Down Payment	\$ _____

In testimony whereof, the parties hereto have caused this contract to be executed, I am further stating that I have read, understand, and will abide by all rules and regulations as found in the following pertaining to the rental of the Vineland Station Depot. _____ (initials)

GENERAL INFORMATION + PARKING (APPENDIX A) _____ (initials)

CATERER'S RESPONSIBILITIES (APPENDIX B) _____ (initials)

DECORATING GUIDELINES (APPENDIX C) _____ (initials)

SECURITY OFFICER RESPONSIBILITIES (APPENDIX D) _____ (initials)

CITY OF WHITEVILLE (LESSOR)

Signature

Date

LESSEE

Signature

Date

APPENDIX A

VINELAND STATION DEPOT

GENERAL INFORMATION

CONTRACT FOR USE

All persons and/or organizations reserving space must sign a contract. **A contract is effective after the initial deposit has been received.** The user (LESSEE) and the City of Whiteville (LESSOR) must fully execute the contract prior to the user advertising in any way, selling tickets to the event, or using the space. Heating and air conditioning services shall only be available during contracted event hours.

DENIAL OF USE

City of Whiteville may deny use of the facility for any one of the following reasons:

- a. The potential user cannot or will not meet one or more obligations of facility use.
- b. The event or use is or will obviously be in violation of laws or ordinances, or is likely to cause severe damage to the building/grounds or injury to individuals.
- c. The potential user has repeatedly made, and then canceled, reservations.
- d. The potential user has longstanding and unfulfilled financial obligations to LESSOR.
- e. The potential user has previously broken City of Whiteville rules, city ordinances, county or state laws.

EVENT CANCELLATION

Once a contract has been signed and a deposit received, the individual or organization signing the contract may cancel an event only upon written notice to Vineland Station Depot. Notice must be acknowledged by City of Whiteville to be valid. If the LESSEE requires an event to be re-scheduled after an initial contract and deposit has been received, a new contract must be issued to guarantee retention of the new date. No holds will be placed on rescheduled dates until a new contract has been issued and is in place. City of Whiteville may terminate a reservation if it determines one or more of the following:

- a. The space is not usable due to circumstances beyond the control of Vineland Station Depot, such as damage to the facility.
- b. The potential user cannot or will not meet one or more of the obligations of facility use, as defined in these policies and/or rental contract and/or rental agreement between potential users and Vineland Station.
- c. City of Whiteville determines that the event or use is, or will be, obviously in violation of laws or ordinances; or is likely to cause severe damage to the facility or injury to individuals.

INCLEMENT WEATHER

If an event is canceled, due to inclement weather, City of Whiteville will make every reasonable effort to reschedule the canceled event or refund the amount of money paid to the city for the scheduled event.

City of Whiteville will not be held liable for losses incurred by the user/renter due to cancellation. Excessive heat or cold will not change the heating or cooling policy.

REFUNDS

- a. User will receive 75% of fees paid when giving City of Whiteville written notice before end of nine (9) months from the event date.
- b. User will receive 50% of fees paid when giving City of Whiteville written notice before end of four (4) months from the event date.
- c. User will not receive a refund for rental with fewer than four (4) months' notice.

PARKING

Parking provided by the Venue is outlined in the attached map.

If additional parking is required, the Lessee must coordinate arrangements with J. L. Powell & Company at (910) 840-4822. The Venue is not responsible for securing or managing additional parking beyond what is specified in the attached map. The Lessor is not responsible for towing, damages, or any other liabilities if the Lessee or their guests park in areas outside of those designated in the attached map.

ACCOMMODATIONS

City of Whiteville is rented for social and meeting functions. City of Whiteville will authorize occupancy and seating pursuant to the NC Fire Code.

EQUIPMENT

As part of the rental, additional items may be rented from the City of Whiteville and/or you may rent items from rental companies for your event/function.

SMOKING

Smoking is permitted outside in designated areas only. Smoking is not permitted anywhere inside the building. Guests or persons hired by the renter who continue to smoke in unauthorized areas are subject to immediate removal by security or City of Whiteville staff.

ANIMALS

No animals are allowed into the Vineland Station Depot, except for those trained to assist disabled persons.

ADDITIONAL INSURANCE

General Liability insurance must be possessed by independent contractors, such as event/wedding planners. Renter may be required to name the City of Whiteville as an additional co-insured and provide a copy of the certificate to the City. The City of Whiteville assumes no responsibility, legally or financially, for any personal property brought into the facility, including rented equipment. Bouncy houses are prohibited. The City of Whiteville assumes no responsibility, legally or financially, for any injuries to the renter, guests or agents hired by the renter. A homeowner's policy may cover use of an outside facility for birthday parties, reunions, etc. However, there may be certain instances where proof of insurance is required from the renter's own General Liability insurance coverage and/or liquor liability coverage such as for hazardous activities, large number of attendees, alcohol exposure, etc. The Event Coordinator may provide renter with information as to how to obtain a special event policy through Tenant Users Liability Insurance Policy (TULIP).

INCLEMENT WEATHER

If an event is canceled, due to inclement weather, City of Whiteville will make every reasonable effort to reschedule the canceled event or refund the amount of money paid to the City for the scheduled event. City of Whiteville will not be held liable for losses incurred by the user/renter due to cancellation. Excessive heat or cold will not change the heating or cooling policy.

SUPERVISION OF MINORS

Activities involving minors must have appropriate, ongoing, on-site supervision by a suitable number of adults.

SECURITY

Arrangements for Security will be coordinated by the Whiteville Police department pursuant to departmental policy: costs of security will be the responsibility of the user/renter and paid by the end of the event. The cost of security will be provided based on city policy. The City of Whiteville reserves the right to determine the number of security officers based on type of event/function. The City of Whiteville reserves the right to cancel any event if the safety of the public is compromised. The user/renter will be instructed to leave the premises immediately, in which case the user/renter shall not receive any refund.

ALCOHOL BEVERAGES – PERMIT INFORMATION

Serving only beer, wine, or champagne does NOT require an ABC permit, **but selling or brown**

bagging does require a permit. Serving, selling, or brown bagging spirituous liquors DOES

REQUIRE a permit. Wristbands, tickets, cover charges, etc. supporting the sale of beer, wine,

champagne, and spirituous liquors **REQUIRE A PERMIT.** Permits may be obtained at <https://abc.nc.gov/>. For questions, call the ABC Commission at 919-779-0700. City of Whiteville staff and the City of Whiteville Police Department **MUST receive a copy of the appropriate permit 24 hours prior to event, or NO alcohol will be permitted.** The permit holder is required to post a copy of the ABC permit on-site during the event/function.

LEGAL ORDINANCES

User/renter agrees to abide by all pertinent local, state, and federal laws and ordinances.

CLEAN-UP

The following are minimal clean-up standards (please see Caterer's Responsibilities for additional information). Excessive clean-up or damage to the facility and/or its furnishings will be billed to the user/renter at cost. Abuse of the facility by the user/renter or their agent (caterer, florist, etc.) may result in the loss of that privilege for both the user/renter and/or their agent.

All trash must be removed from the building and placed in the proper receptacles. This includes trash in the catering kitchen, bathrooms, and in addition to areas rented/used. Restrooms must be left in the condition in which they were prior to the rental. All spills must be cleaned up/mopped up immediately. Failure to remove trash and leave restrooms in satisfactory condition will result in the forfeiture of the damage fee and could result in additional cleaning charges. All materials brought into the facility must be removed, immediately after the event, unless otherwise approved by City of Whiteville staff prior to the event. This includes decorations, food/beverages, signs/banners, kegs, outside rentals, etc. Items not removed immediately are subject to a penalty for their return or will be disposed of at the discretion of City of Whiteville management.

TENTS AND/OR TEMPORARY MEMBRANE STRUCTURES

Tents and temporary membrane structures must be permitted and be fire retardant. Requests for tents and temporary membrane structures will be reviewed by City's Fire Marshal and must be approved, pursuant to the NC Fire Code.

SECURITY DEPOSIT

The Event Coordinator will inspect the entire facility immediately following the event. Upon successful inspection, the Event Coordinator will notify the City of Whiteville Finance department to return the security deposit.

EVENT LAYOUT

A copy of the event layout is required at least one month prior to the event and submitted to Staff.

It is the express responsibility of the renter to explain these policies and restrictions to any caterer, band, decorator, performer, etc. which the renter/user brings into Vineland Station Depot.

VINELAND STATION DEPOT

701 S. MADISON STREET, WHITEVILLE NORTH CAROLINA 28472

910-840-2928

www.vinelandstationdepot.com

APPENDIX B
VINELAND STATION DEPOT
CATERER'S RESPONSIBILITIES

PLEASE REVIEW AND PROVIDE TO CATERER

PRIOR TO EVENT

Caterers may contact City of Whiteville at 910-840-2928 during the week of the event to ascertain time of access to the building. The City of Whiteville will not be responsible for checking in rental items delivered to the building/grounds prior to an event. Rental items may be delivered one day prior to an event (if no other event is scheduled) and must be picked up the day following an event. It is preferable for items to be delivered and removed within two days of the day of the event.

DURING EVENT

Caterers should be prepared to bring bagged ice to have on hand. There is no ice machine onsite. The caterer will remove all trash as soon as all bags are removed from the garbage cans. Trash is not allowed to accumulate outside the kitchen door. The City of Whiteville supplies trash bags and cleaning supplies. Ask the Event Coordinator for the location of items if they are not found in the kitchen.

AFTER EVENT

Remove all items from refrigerator and freezer and wipe inside and doors of each clean of food materials and smudges. Remove all items brought into Vineland Station Depot. Wipe down all counters, carts, and racks. The kitchen and bathroom floors must be swept and mopped, leaving mops and bucket clean. Kitchen and bathroom sinks should be cleaned. Contact the Event Coordinator to determine a location where rental items can be stored until pick-up.

BEFORE LEAVING THE PREMISES

If there are any questions, they should be addressed to the Event Coordinator via email or telephone call.

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APPENDIX C
VINELAND STATION DEPOT
DECORATING GUIDELINES

Built originally in 1903, Vineland is one of North Carolina's original brick depots and derived its name from the expansive grape vineyards that once covered the area. The main room, or warehouse, has the original exposed brick walls, slate roof and restored heart pine flooring and ceiling timbers. The offices and history gallery have much of the original bead board wall and features of the original train station. Strict adherence to the guidelines listed below is required. Renter/user must supply for transport, set-up, and removal of items other than those supplied by Vineland Station Depot.

GENERAL

No tape, staples, or nails may be used to attach decorations to any surface of the building.

Confetti and glitter are prohibited. Banners, signs, balloons, etc. may be tied or hung from posts or beams in the building or on the grounds. If plants or flower arrangements are placed on any interior wood surface, a clear plastic saucer or plate must be used to protect the wood. Any items attached to light fixtures, doorknobs, etc. should be tied with ribbon, pipe cleaners, or some similar soft material that will not scratch the finish. Decorating is the sole responsibility of the renter/user and City of Whiteville is not responsible for any damage or theft of decorations. All decorations must be removed, immediately after the event.

CANDLES

No open flame will be allowed on the property, pursuant to the NC Fire Code. Only battery operated candles may be used anywhere in the building/grounds, except the restrooms.

OTHER PARTY DECOR

Smoke machines, fireworks, including sparklers are prohibited. Other celebratory items may be considered for use pursuant to review by City staff. Part of the review process may include inspection(s); the fees for such inspections are the responsibility of the requester.

The Event Coordinator will be happy to discuss decorating ideas with the renter/user.

APPENDIX D
VINELAND STATION DEPOT
SECURITY OFFICER RESPONSIBILITIES

GENERAL

Security will be provided by the City of Whiteville Police Department. Upon arrival, Security Officers will check in with the renter/user or the Event Coordinator. Security will patrol the building and grounds during the event and may not participate in the event.

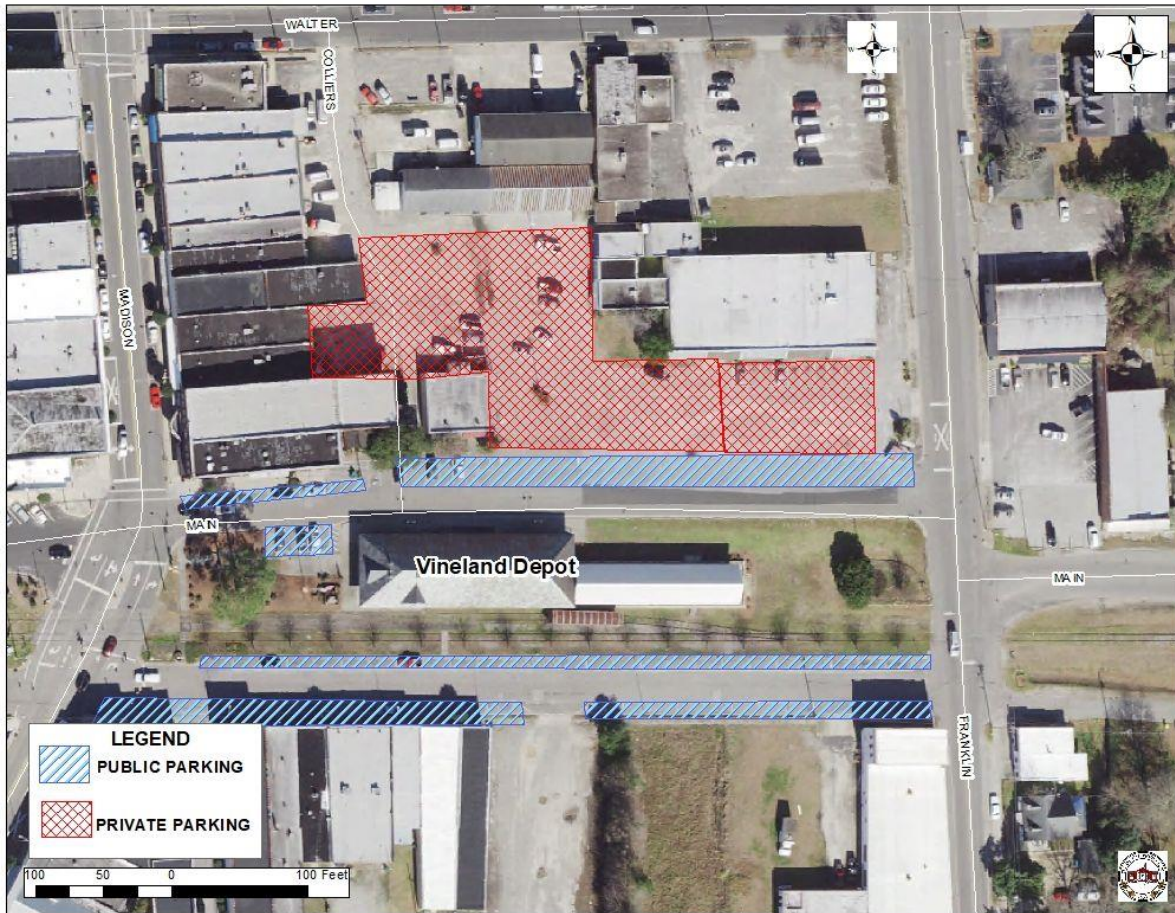
RESPONSIBILITIES DURING THE EVENT

Security will monitor for violations of the law, if situations arise where individuals are caught violating the law, become unruly or disruptive, they may be asked to leave immediately, and no refund will be given. No one other than city staff is permitted access to the office areas inside the building.

AFTER THE EVENT

Security Officer(s) is/are to notify the Event Coordinator or renter/user prior to their departure. Security Officers represent the City of Whiteville while performing security duties at events held at Vineland Station Depot.

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