

THE ELIZABETHAN GARDENS

WEDDING/ EVENTS 2021v4 POLICY & CONTRACT

Effective: 6-8-21 CVC

Client or Event Primary Contact: _____

Event Date: _____

HOW DID YOU HEAR ABOUT THE ELIZABETHAN GARDENS? PLEASE CHECK ALL THE PLACES YOU HAVE HEARD ABOUT HAVING A WEDDING OR SPECIAL EVENT AT THE ELIZABETHAN GARDENS.

- | | |
|------------------------------------------------------|-----------------------------------------------------------|
| <input type="checkbox"/> ELIZABETHAN GARDENS WEBSITE | <input type="checkbox"/> OUTER BANKS WEDDING ASSN WEBSITE |
| <input type="checkbox"/> ROANOKE ISLAND.NET WEBSITE | <input type="checkbox"/> THE WEDDING GUIDE WEBSITE |
| <input type="checkbox"/> WEDDING EXPO | <input type="checkbox"/> OTHER: _____ |

This document constitutes an agreement between The Elizabethan Gardens (the Gardens) and the Client(s) or individual for the rental of designated facilities, sites, and property of The Gardens. Once both parties have signed this document, a contract will have been formed according to the policies listed herein. Amendments to the Contract may be made only by the agreement of both parties. The parties further agree to make a good faith effort to resolve any conflicts that may arise that are not addressed in the Contract.

LOCATION	CAPACITY
Gate to Sound	Up to 25
Sunken Garden	Up to 50
Rose Garden	Up to 65
Odom Reception Hall	Up to 100
Overflow Tent	Up to 100
Overlook Terrace	Up to 200
Great Lawn	Up to 400
Reception Hall	Up to 100

STANDARD RATE IS \$18 PER GUEST: (Note: Guest totals indicated on this contract CAN be increased up to three days before event. However, guest totals CANNOT be decreased or adjusted based on event attendance. Event fee includes free use of Gardens for engagement/wedding portraits before your event.)

of GUESTS _____ x \$18 (per guest)* = EVENT RENTAL FEE \$ _____

**Additional charges for after-hours event will also be applicable.*

HOURS OF EVENT - Beginning: _____ End: _____

THE ELIZABETHAN GARDENS "PUBLIC" HOURS OF OPERATION					
JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE
10 am - 3 pm	CLOSED	9 am - 5 pm	9 am - 6 pm	9 am - 6 pm	9 am - 6 pm
JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER
9 am - 6 pm	9 am - 6 pm	9 am - 6 pm	9 am - 5 pm	9 am - 4pm	11 am - 4pm

PLEASE NOTE: Over time fees of \$75 per half hour will be charged for events running past our standard operation hours – consult chart above for details.

Event Client(s) Information:

Client A: _____ (primary)

WEDDING & EVENT RENTAL CONTRACT

Client B: _____

Address: _____

Mailing *Check if same as above*

Address: _____

City, State: _____ **ZIP Code:** _____

Phone #'s: A. _____ **E-mails:** A. _____

B. _____ B. _____

Elizabethan Gardens Representative:

Name: _____

Primary Phone #: _____ **E-mail:** _____

FEES & PAYMENT INFORMATION

		FOR OFFICE USE ONLY:
A. Refundable Security Deposit: \$	350.00	DATE PAID:
B. Event Fee (\$18 per guest): \$		DATE PAID:
C. After Hours Rental Fee (\$75 per ½ hr.): \$		DATE PAID:
D. TOTAL PAYMENT DUE: \$		DATE PAID:
E. 50% of Event Fee (<i>Line B divided by 2</i>): \$		DATE PAID:
F. DUE FOR CONTRACT (<i>Line D minus Line E</i>): \$		DATE PAID:
G. REMAINDER DUE (<i>Line D minus Line F</i>): \$		DATE PAID:

A completed contract with deposit is the only way to confirm availability with the Gardens. Your proposed dates and locations will be reserved on the date that your contract and deposit are received by the Gardens. Please return this form with payment to ensure availability.

Card Type: VISA MASTERCARD DISCOVER PERSONAL CHECK # _____

Name on Card: _____

If payment name is not the same as the client(s) name, please also provide mailing info of the card holder.

Card Number: _____ Expiration: _____ Security # _____

Date of Charge: _____ Amount: _____

Signature of Credit Card: _____ Security Code: _____

FINAL EVENT GUIDELINES AND DETAILS

WEDDING & EVENT RENTAL CONTRACT

(to be reviewed and completed at 30-day appointment)

This Contract, which generally reserves the designated properties of The Elizabethan Gardens (the Gardens) for the designated times, includes the following sections:

GENERAL GUIDELINES	3
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Instructions for Completing this Contract:

1. Read through the contents thoroughly – please note all of the Gardens’ policies and feel free to request clarification of anything that is unclear.
2. Initial each individual policy on the lines provided to indicate acceptance thereof.
3. Complete all possible fields (Information on the Final Detail Appointment will be due 30 days prior to the event), including credit card information.
4. Sign and date.
5. Send to the Gardens by mail, email, or fax at the address listed on page one of this contract.
6. The Gardens will confirm receipt and send back a signed copy of page 10, confirming the schedule.
7. Schedule the Final Detail Appointment at least 3 months in advance of the event date; the Final Detail Appointment form (page 11) will be completed at this meeting.

GENERAL GUIDELINES

_____ Appearance of Garden

- The Gardens will make every effort to ensure that the gardens are in bloom and attractive for your event; however, given changing weather conditions and the seasonal nature of flower displays, the Gardens appearance will change daily.
- The Gardens premises must be used as is on the day of the event, and must be kept in the same condition in which it was found.

_____ Public Access

- The Gardens are open to the general public daily. While our staff will do our best to deter visitor interference with your event, public access will be maintained during these times.
- No transportation of event guests is offered of any kind in the Gardens.

_____ Garden Admission

- Complimentary admission for your guests is included with the rental of the facility or ceremony site.
- Guests are allowed to take private photographs; however, all commercial photography must be confirmed by the Gardens. Please see “Photographer Protocol” (page 8) for further details.

_____ Drones

The Gardens does not allow drones to be launched or operated within our property.

_____ Pets and Animals:

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- Service pets are allowed in the Gardens at all times. Additional pets are permitted in the Gardens for a fee of three dollars (\$3.00) per pet. Pets attending a wedding must be indicated and remain on leash.

Releases:

- The release of doves, butterflies, or any other animals is strictly prohibited in the Gardens. Honing Doves however are allowed in the Gardens and must be put into writing.

Decorations

- Artificial petals/leaves, glitter, confetti, rice, balloons, fireworks (including sparklers), tiki-torches, and hanging signs on the outside of buildings or on plants or trees is not permitted. Bubbles, flowers, and flower petals are permitted, but must be cleaned up thoroughly after the event. The pavement and/or grounds may not be chalked or otherwise marked to direct guests to your rented location. Birdseed is not permitted for use in The Gardens at any time.
- The Gardens staff will place wedding location site signage to direct guests to the agreed upon site.

Smoking:

- Smoking is allowed only in the designated area. The designated smoking area is located behind Odom Reception Hall and the Gardens will provide a receptacle for cigarette butts.
- All remaining grounds and buildings are smoke-free.

Parking:

- There is a paved parking lot at the Gardens that provides limited parking for your guests.
- Parking is also permitted in the grass circle. Please ensure fire hydrants and handicapped parking spaces are not blocked.

Contact Information:

- The Gardens requests all contact information, including e-mail address, phone number, and mailing address, be updated as client information changes in order to better serve you, the client.

BOOKING EVENT

Reservation Process:

- A rental contract must be signed; guidelines initialed and signed, as well as appropriate deposit and payments submitted in order to confirm facility use. Please see "Deposits" below for further information.
 - The non-refundable Rental Payment for this event is one-half of the cost of the event rental \$ _____
 - A Refundable Security Deposit of \$350 is also due at signing
- All remaining payments are due 90 days prior to the scheduled event date. For events booked less than 90 days in advance, all fees are due at the time of contract signing.

Deposits:

- A 50% non-refundable event rental payment is due upon signing which locks in your date. A refundable \$350.00 Security Deposit is required for weddings and/or receptions pending no damages have been incurred to The Elizabethan Gardens by the client or the client's guests or vendors and all balances are paid in full. Payment for additional time, in half hour increments of \$75.00, is refundable if not used but is requested at the time of signing. The Security Deposit is for damages only and cannot serve as payment for any other portion of this contract.

Cancellation:

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- If after the initial date of contract, up to 90 days prior to the event, you should cancel the event rental agreement, the Gardens will retain the non-refundable portion of the event rental. If you should cancel the event rental agreement between 90 and 60 days prior to the event, the Gardens will retain the non-refundable portion of the event rental payment plus 10% of the remaining event rental fee.
- If you should cancel the agreement less than 60 days prior to the event, the Gardens will retain the non-refundable portion of the event rental payment plus an additional 20% of the event rental fee. For cancellations or postponements made within two weeks of the event date, the Gardens will retain the full amount paid.
- Any add-ons after original signed contract that has been made will require a new contract process to be completed.

Rescheduling:

- The Gardens permits you to reschedule your event once without penalty up to 120 days prior to the original event date (pending availability).
- If you need to reschedule within the 120 day time frame from the event date of this contract more than once, the initial contract will be cancelled, forfeiting the non-refundable event rental payment.

Refunds Process:

- Please allow 2-6 weeks for any refunds, including Security Deposits or cancellation refund, to be processed. Refunds will be disbursed by check.

Unforeseen Events:

- The client cannot hold the Gardens responsible for failure to provide the basic facilities and services due to emergencies, catastrophes or interruptions of public utilities.
- In case of a Mandatory Evacuation for Roanoke Island or the Outer Banks during hurricane season, the Gardens will allow you to reschedule if possible and/or receive a full refund including the original deposit.
- If any other Act of God were to occur preventing the event from taking place as scheduled, the Gardens will allow for the event to be rescheduled, pending availability, with no penalty.

WEDDINGS

Ceremony Sites:

- The event rental fee for an outdoor ceremony site is for a two (2) hour period of time, which allows for setup, seating of guests, ceremony, photography sessions and departure.
- Photography sessions are limited to the event rented garden space. Photos in other areas of the Gardens are allowed but based upon availability and agreed upon before the wedding date. Additional time is billed in 30-minute increments at \$75.00 per half-hour of overage. See "Photography" below for further details.

Reception Sites:

- The event rental fee for an indoor or outdoor reception site is for a five (5) hour period of time, which allows for setup, seating of guests, toasting, serving of food and beverages, cleanup and departure.
- Please see "Music" below for policies regarding amplified and non-amplified music and/or speech.

Event Coordinator:

- The client is required to designate an Event Coordinator, who is not involved in the wedding party, for the day of the event.
- An Event Coordinator can be made available here at the Gardens for an additional fee.
- This Event Coordinator must be present with the client at the 30-day Final Detail Appointment.

Rehearsals:

- The space contracted for the wedding ceremony is also available for wedding rehearsals, pending availability.

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- Time is limited to one (1) hour and booking must be made prior to the 30-day Final Detail Appointment (see below).

Rain Plan:

- All outdoor ceremonies must have an inclement weather back-up plan.
- The Gardens has no rain back up site. Arrangements must be made to have a tent or other plan in place due to weather.
- Last minute cancellations of outdoor event rental sites due to inclement weather will not be considered for refunds.

Transportation:

- Limousines, charter buses, or vans are permitted in the parking lot only. They may not load or unload in front of handicapped parking space.

Music:

- Both Parties to this contract agree to the following policies regarding Music:
 - Amplified Music (DJ, Karaoke, Live Band, etc.) is allowed only in Odom Hall at all times. Amplified music is allowed throughout the Gardens during non-business hours, except for the months of June through August during the performance of The Lost Colony drama next door.
 - Non-amplified music may be allowed in other areas of the Gardens by approval. Ex: a string quartet, soloist or pianist may be allowed provided the sound does not disturb the Gardens neighbors.
 - Microphones may be used during the wedding ceremony and reception dinner in other areas of the Gardens.

Paths to Ceremony:

- We will work with you in the selection of the appropriate walkway to and from your event site.

FACILITY RENTALS – WEDDINGS, RECEPTIONS AND OTHER EVENTS

Food and Beverage:

- Clients may utilize a caterer of their choice when holding a wedding, reception or other event in the Gardens. However, the Gardens do require all vendors who have not utilized the Gardens before to complete a Vendor Application.
- Vendor must have a completed and approved Vendor Application on file with the Gardens.

Caterer Responsibilities:

- If your event is catered, your catering company is responsible for the set-up, break-down, and clean-up of the catered site.
- While a Gardens staff member may be present for the duration of the event, the caterer must provide staff from the beginning to the end of your event.
- Allow appropriate time for break-down and clean-up. All event trash must be disposed of in the designated areas at the conclusion of the event. These areas are located at the National Park Service maintenance facility. The client must be responsible for sweeping and mopping kitchen and dining areas if using indoor facilities. Please clean laminate floors with a damp mop only.
- All caterers must have a copy of an ABC permit on premises if serving alcoholic beverages.

North Carolina Alcohol & Beverage Control (NCABC) Permit:

- A "Limited Special Occasion Permit" authorizes the Client to bring fortified wine and spirituous liquor onto the premises of a business, with the permission of the owner of that property, and to serve those alcoholic beverages to the Clients guests at a **reception, wedding, party or other special occasion** being held there.

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- Complete an application for “A Limited Special Occasion Permit” with NCABC and submit required fees (usually \$50). Permits under this section are to be issued only for the limited circumstances and not as substitutes for other retail permits. To apply for this permit online, go to: www.ncabc.com.

Odom Reception Hall (100 Guest Capacity)

- A limited kitchen facility is available. Rentals of the Reception Hall are for five (7) hour increments, which include the set-up, the event and breakdown/clean-up of the event.

After-Hour Events:

- There is an additional fee to rent the premises for after-hour events. If additional time is needed after closing of the Gardens, you will be billed \$75.00 per 30-minute increment.
- An after-hour event is defined as a portion of entire event that is scheduled after normal operating hours for the time period of the rental. On the date of the event, the Gardens are scheduled to close at _____.
- All events (including clean up) must end by 11:00 PM; therefore, guests should be excused at the appropriate time to allow for breakdown and clean up.

Staff:

- The Gardens will provide two (2) Gardens employees to be on site for all after-hour events.

EVENT LOGISTICS

Event Setup:

- Vendors (florists, bakers, musicians, Rental Company, etc.) must adhere to the terms of our guidelines, and it is the Client’s responsibility to share these guidelines with them. Set up for your event may not begin before the contracted rental time on the day of the event.
- The Contracted Rental Time for this event is: Date _____ Time _____
- Any vendor, coordinator, or other guests that arrive early to begin setup before the designated setup time will be asked to return at the appropriate setup time.
- Decorations, supplies, rentals, musical instruments, and/or other items are not permitted on the site prior to the contracted rental time.
- Clients must notify the Gardens of any vendors needing assistance via the service road.
- Further details of this nature will be discussed at the 30-day Final Detail Appointment.

Decorations:

- Signs, banners, or additional decorations may not be taped, nailed, stapled or otherwise fastened to the Gardens property. All decorations must be removed from the rental site at the conclusion of the event.
- Freestanding decorations such as flower pots, shepherds hooks, etc. are allowed; provided they do not interfere with or damage plants or property in the Gardens.
- Spikes or other implements used in the erection of poles for tents or other temporary structures may be driven into the ground with the approval of Gardens staff.

Publicity:

- Once your event is contracted, use of the Gardens name is permitted only to announce the location of the event and must not imply that the Gardens are sponsoring the event.

Courtesy Protocol

- The Gardens reserves the right to request any person or group of people acting unruly and contrary to rental regulations to leave the premises. Assistance from law enforcement agencies may be acquired if this request is not met immediately.

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Photographer Protocol

- Photographs can be taken within the area contracted for the special event and/or reception during the Clients designated rental time. Other areas of the Gardens may be utilized based upon availability. Photo areas must be determined and approved at the 30-Day Final Detail Appointment.
- A portrait session for engagement or wedding portraits is included with the rental fee. The session is one hour long, and is limited to 4 passes, and must be scheduled through the Gardens in advance. Portrait sessions must be scheduled during normal business hours.
- If an after-hour portrait session is requested, there is a \$25.00 per hour fee plus two staff assistants with a two-hour min. at the cost of \$100.

Liability:

- The Client agrees not to hold the Gardens, its Board of Governors, staff and volunteers, liable from suit, actions, damages, and expenses in connection with personal injury, illness, or property damage or theft resulting from the use of any facility at The Gardens.
- Facilities are not locked during times of rental and the Gardens is not responsible for personal articles left unattended in any facility during an event or left after the conclusion of the event.

Alcohol Policy:

- Hard Alcohol, beer and wine may be served in designated outside rented areas of the gardens; however, because of the sensitive nature of the gardens, guests will not be permitted to pour any liquid onto the ground. Garbage and recycling receptacles will be provided for the proper removal of all containers and debris. It is the responsibility of the Client to dispose of trash in these receptacles.

Final 30-Day Detail Appointment

- The Final Detail Appointment is required 30 days prior to the event.
- Please set this appointment with the Wedding Sales Coordinator as soon as possible as meeting times during peak season may have limited availability. We request you bring all pertinent information per the checklist provided to the appointment, as it will be the final scheduled appointment with the Gardens staff prior to the event.
- At this appointment, we will review and approve all logistical plans including photography, the choice of caterer, Rental Company, decorations, entertainment, and all set up and delivery/pickup schedules.
- If neither the client is able to attend the 30-Day Final Detail Appointment, a qualified representative may represent the couple so long as all of the above requirements are met.

WEDDING & EVENT RENTAL CONTRACT

Date of the Event: _____

TENTATIVE HOURLY SCHEDULE

(To be signed by both Parties)

Time <div style="display: flex; justify-content: space-between; font-size: 0.8em; margin-top: 5px;"> - Unreserved - Reserved </div>	Designated Activity <i>(such as "Wedding Ceremony Begins")</i>	Location <i>(Gate to sound, Rose Garden, Sunken Garden, Overlook Terrace, Great Lawn, Reception Hall, Overflow Tent)</i>
9:00 AM		
9:30 AM		
10:00 AM		
10:30 AM		
11:00 AM		
11:30 AM		
12:00 PM		
12:30 PM		
1:00 PM		
1:30 PM		
2:00 PM		
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7:30 PM		
8:00 PM		
8:30 PM		
9:00 PM		
9:30 PM		
10:00 PM		
10:30 PM		
11:00 PM		

PLEASE NOTE: Additional over time fees of \$75 per half hour will be charged after the Gardens close – please consult chart for hours of operation.

THE ELIZABETHAN GARDENS "PUBLIC" HOURS OF OPERATION					
JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE
10 am - 3 pm	CLOSED	9 am - 5 pm	9 am - 6 pm	9 am - 6 pm	9 am - 6 pm
JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER
9 am - 6 pm	9 am - 6 pm	9 am - 6 pm	9 am - 5 pm	9 am - 4pm	11 am - 4pm

Client initial(s) _____

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EVENT DETAILS

Planner/Event Coordinator Information:

Name: _____ Primary Phone #: _____

E-mail: _____

Rehearsal information:

Date: _____ Time: _____ Location: _____

Dressing Room Needed: _____

Wedding Ceremony Information:

Date: _____ Time: _____ Location: _____

Officiate: _____ Dressing Room Needed: _____

Reception Information:

Date: _____ Time: _____ Location: _____

Rain Plan: _____

(Must be signed if reception is on site.) I _____ understand that the reception must over by _____. This gives me _____ **(time)** for clean-up of the facility.

Operator	Name	Phone Number	E-mail Address
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Photographer: _____

Instructions: _____

Florist: _____

Instructions: _____

Deliver Flowers To: _____

Caterer: _____

Instructions: _____

Rental Equipment: _____

Instructions: _____

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**Additional
Equipment:**

Instructions:

Cake:

Instructions:

DJ or Music:

Instructions:

Music Starts:

**Electrical
Needs:**

Instructions:

Set-Up

Venue(s) Used:

Back Gates Unlocked:

Service Gate Unlocked:

Facility Use

Spouse 1 Arrives:

Spouse 1 Location:

Spouse 2 Arrives:

Spouse 2 Location:

ADDITIONAL NOTES: