WEDDING & EVENT RENTAL CONTRACT FOR OFFICE USE ON LY EVENT DATE: FOR OFFICE USE ON LY Security Deposit 50% Deposit Paid Final Payment Rec'd

	WEDDING/EVENT	ETHAN GARDENS S POLICIES & CONT ed_2024-04-09	RACT
Client or Event Primary Contac	t:		
Event Date:			
Event Date.			
HOW DID YOU HEAR ABOUT TO ABOUT HAVING A WEDDING OR □ ELIZABETHAN GARDENS WE □ ROANOKE ISLAND.NET WEE □ WEDDING EXPO □ KNOT MAGAZINE	SPECIAL EVENT AT THE EBSITE	E ELIZABETHAN GARDE OUTER BANKS THE WEDDING	S WEDDING ASSN WEBSITE
herein. Amendments to the	Contract may be m		med according to the policies liste eement of both parties. The partie
further agree to make a good the Contract.	d faith effort to resc	lve any conflicts tha	t may arise that are not addressed i
		Rental Fee	•
the Contract.	Capacity Up to 50		•
the Contract. Location	Capacity	Rental Fee	•
Location Rose Garden*	Capacity Up to 50	Rental Fee \$1,250.00	•
Location Rose Garden* Sunken Gardens*	Capacity Up to 50 Up to 50	Rental Fee \$1,250.00 \$1,800.00	•
Location Rose Garden* Sunken Gardens* Odom Hall Meeting Room	Capacity Up to 50 Up to 50 Up to 100	Rental Fee \$1,250.00 \$1,800.00 \$2,500.00	•
Location Rose Garden* Sunken Gardens* Odom Hall Meeting Room The Great Lawn The Overlook Terrace Elopement Package*	Capacity Up to 50 Up to 50 Up to 100 Up to 300	Rental Fee \$1,250.00 \$1,800.00 \$2,500.00 \$4,000.00 \$4,000.00 \$450.00	•
Location Rose Garden* Sunken Gardens* Odom Hall Meeting Room The Great Lawn The Overlook Terrace	Capacity Up to 50 Up to 50 Up to 100 Up to 300 Up to 200	Rental Fee \$1,250.00 \$1,800.00 \$2,500.00 \$4,000.00 \$4,000.00	•
Location Rose Garden* Sunken Gardens* Odom Hall Meeting Room The Great Lawn The Overlook Terrace Elopement Package* Elopement Package 2* The Elopement Package (Cere	Capacity Up to 50 Up to 50 Up to 100 Up to 300 Up to 200 Up to 10 Guests Up to 15 Guests emony Only) venue face, and the Sound	Rental Fee \$1,250.00 \$1,800.00 \$2,500.00 \$4,000.00 \$4,000.00 \$450.00 \$700.00 es are: The Rose Gad Overlook Deck on	arden, The Sunken Gardens, The the Overlook Terrace.

Weddings may be held during or after The Gardens regular operating hours April - September. All afterhours events must conclude by the event end time. The Gardens must be clear of all invited guests no later than 10:30 pm.

ZIP Code:	
E-mails: A	
	В.
	
E-mail:	
MENT INEOP	MATION
	FOR OFFICE USE ONLY:
3/3 0.0 0	DATE PAID:
	DATE PAID:
on the date th	availability with the Gardens. Your nat your contract and deposit are re re availability. There is a 3% fee ac
DISCOVER	PERSONAL CHECK #
mailing info of the card I	holder.
Expiration:	CVV #
	E-mails: A E-mail: MENT INFORI \$750.00 Tay to confirm on the date the syment to ensu

WEDDING & EVENT RENTAL CONTRACT FINAL EVENT GUIDELINES AND DETAILS

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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FACILITY RENTALS – WEDDINGS, RECEPTIONS AND OTHER EVENTS	
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Instructions for Completing this Contract:

- Read through the contents thoroughly please review all of the Gardens' policies and request clarification of anything that is unclear.
- Initial each individual policy on the lines provided to indicate acceptance thereof.
- Complete all possible fields (Information on the Final Detail Appointment will be due 30 days prior to the event), including credit card information.
- Sign and date at top of page 10
- Send to the Gardens by email or mail to the address listed on page one of this contract.
- The Gardens will confirm receipt and send back a signed copy of page 10, confirming the tentative schedule.
- Our Wedding Sales coordinator will contact you prior to your event date to schedule the 30-day Final Detail Appointment. At this appointment, we will complete the forms on pages 10-12.

GENERAL GUIDELINES

Appearance of Garden

- The Gardens will make every effort to ensure that the gardens are 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 make an effort to deter visitor interference with your event, public access is permitted during regular business.
- No transportation of event guests is offered of any kind by the Gardens.
- Guests are allowed to bring their personal mobility devices and use them within the Gardens.

Garden Admission

- Complimentary admission for your guests is included with the rental of the facility or ceremony site during the hours of your event. Guests arriving more than one hour prior to the scheduled event time will be charged our regular admission fee.
- 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.

	The Gardens does not allow drones to be launched or operated within our property.
_ F	Pets and Animals:
	Service animals are allowed in the Gardens at all times. We are a pet-friendly venue, and dogs welcome as guests, or as participants in your ceremony. A Dog Policy waiver must be signed, dogs must remain on leash at all times.
_ F	Releases:
	loming Doves or Butterfly releases are permitted as set forth in a written addendum to ontract. The release of any other animals is strictly prohibited.
_ [Decorations
•	Artificial petals/leaves, glitter, confetti, rice, balloons, tiki-torches, and hanging signs on 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 event.
	The pavement and/or grounds may not be chalked or otherwise marked to direct guests to y designated location. The Gardens' staff will place wedding location site signage to direct guest to the agreed upon site.
	Birdseed is not permitted for use in The Gardens at any time. Sky Lanterns and fireworks of any kind, including sparklers, are prohibited.
Sr	moking:
	Smoking is allowed at your designated location, however, clients must provide a receptacle to cigarette butts and other smoking related trash.
•	No smoking is permitted in other Gardens' areas and buildings, including restrooms.
Pá	arking:
	There is a paved parking lot at the Gardens that provides limited parking for your guests. Parking is also permitted in the grass circle adjacent to the paved lot. Please ensure fire hydrants and handicapped parking spaces are not blocked.
•	Parking is specifically prohibited in any of the alternate access areas, once unloading is completed, the vehicle MUST be moved to a marked parking space in a designated area; the
	access points are considered fire lanes for emergency access, therefore cannot be blocked.
Co	ontact Information:
•	The Gardens requests all contact information, including e-mail address, phone number, a mailing address be updated as client information changes in order to better serve you.
	BOOKING EVENT

- 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 \$_____
 - o A Refundable Security Deposit of \$750 is also due at signing

·	ments are due 90 days prior to the scheduled event date. For events booked in advance, all fees are due at the time of contract signing.
refundable \$75 incurred to The balances are pa	undable event rental payment is due upon signing which locks in your date. A 0.00 Security Deposit is required for your event, pending no damages have been e Elizabethan Gardens by the client or the client's guests or vendors and alid in full. The Security Deposit is for damages and/or remediation if terms of this abided by (i.e. trash removal) and cannot serve as payment for any other portion
Cancellation:	
	date of contract, up to 90 days prior to the event, you should cancel the ement, only the security deposit will be refunded.
prior to the origin If you need to	ermits you to reschedule your event <u>once</u> without penalty up to 120 days all event date (pending availability). reschedule within the 120 day time frame from the event date of this an once, the initial contract will be cancelled, forfeiting the event rental
Refunds Process:	
 Gardens. The Gardens rese The Gardens to its We require purch or WedSafe. Plea 	posit will be refunded after the event, if no damages have occurred to the rves the right to charge the rental group additional fees as necessary to restore soriginal condition. Charges will first be deducted from the security deposit. asing Cancellation and Liability insurance through a company such as Wedsure se list The Elizabethan Gardens as your venue. The policy information will be Day Appointment.
_	

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 other than inclement weather 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

The rental of a venue does **NOT** include the assistance of our staff, i.e. venue setup, butterfly releases, cleanup, and/or other requests.

Elopement Pa	ckage:
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• The event rental fee for this package is for a three (3) hour period of time, which allows for

setup, seating of guests, ceremony, photography sessions and departure.

- For the Elopement Packages only, the security deposit is reduced to \$450.00.
- 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.

Event Rentals:

- The event rental fee for an indoor or outdoor event site is for an eight (8) hour period of time, which allows for setup, ceremony, 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/Wedding Coordinator & Event Primary Contact:

- The client is required to designate an Event/Wedding Coordinator, who is not involved in the wedding party, as well as a Primary Contact for the day of the event.
- The designated Event/Wedding Coordinator **MUST** be present for all pre-event setup to answer any vendor questions.
- The Primary Contact **MUST** be present during all hours scheduled for the event from beginning to end to address any logistics and/or other issues that may occur during the event.
- It is recommended that the Event/Wedding Coordinator and Primary Contact attend the 30-day Final Detail Appointment. (phone or zoom is acceptable, based on scheduling needs).

Rehearsals:

- The space contracted is available for wedding rehearsals, pending availability.
- Rehearsals occur during normal business hours. The Gardens must be clear of all rehearsal participants by 430pm.
- Rehearsal time is limited to two (2) hours 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 spaces.
- The Gardens does NOT provide any transportation services inside the Gardens for guests. If you have guests unable to walk from the Gatehouse to your wedding venue, we can get you directions to alternate access points for those guests only.

Music:

- Both Parties to this contract agree to the following policies regarding Music:
 - Amplified Music (DJ, Karaoke, Live Band, etc.) is allowed in Odom Hall at all times.
 - Amplified music and/or microphones are allowed throughout the Gardens during the months of April, May, or September, as long as its use does not conflict with a scheduled performance of The Lost Colony drama, which takes place adjacent to the Gardens.
 - Non-amplified music may be allowed in other areas of the Gardens with prior approval. Ex:
 a string quartet, soloist or pianist may be allowed provided the sound does not disturb a
 Lost Colony performance.

Paths to Ceremony:

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

FACILITY RENTALS – WEDDINGS AND OTHER EVENTS

The time allotment for a wedding or event is eight (8) hours, including setup and cleanup.

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 does require all vendors who have not previously utilized the Gardens to complete a Vendor Application.
- Vendor must have a completed and approved Vendor Application on file with the Gardens. ALL
 vendors MUST remove their vehicles per the written schedule reviewed by the parties 30 (thirty)
 days prior to the event.

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 set-up, break-down and clean-up. All event trash must be disposed
 of in the space designated at the conclusion of the event. These areas are located at the National
 Park Service maintenance facility. The caterer must be responsible for leaving the kitchen in the
 same condition as found. 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.
- ONLY the caterer or bar company is permitted to serve the alcoholic beverages for the event.
- The caterer must provide the Gardens with a copy of the Liquor Liability insurance policy 30 days prior to the event if a current one is not on file.
- The Caterer's Checklist must be completed and reviewed by staff prior to caterer departure.

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. To apply for this permit online, go to: www.ncabc.com.

Alcohol Service/Proof of Liability:

- If serving alcohol, you must have proof of liability. Please attach a copy to this application or forward it to adminassistant@elizabethangardens.org. Your application is not complete without certificate of insurance.
- With an ABC Permit, alcohol may be served in designated 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.
- "Cash Bars" are limited to nonprofit organizations only, who must obtain a Special One-Time Permit from the NC ABC Commission
- A "Last Call" for alcohol must be announced 30 minutes prior to the event's conclusion, and the bar must be closed 15 minutes prior to the end of the event.

Food Trucks/Catering
Please check one of the following:
☐ Your food truck vendor is a legitimate business establishment in Dare County and has a current
or temporary permit from Dare County Department of Health (Submit a copy of permit to The
Elizabethan Gardens.)
☐ Your food truck vendor is a legitimate business establishment not based in Dare County. (Submit
a copy of permit to The Elizabethan Gardens.)
Please initial the following:
I will convey these regulations to my food truck vendor:
All applicable electrical, fire and health department regulations and all town, county, state
and federal laws must be followed in strict compliance.
Food trucks are responsible for leaving your assigned area in the same condition as when you
arrive for the event.
Food trucks/caterers MUST dispose of all fats and oils in proper containers and be responsible
for removing these containers completely from the Gardens. Such waste will NOT be poured down
drains or disposed anywhere in the Gardens per the Dare County Health Department.
Food trucks/caterers are to bring their own trash receptacles to use during the duration of the
event. A dumpster is located at the service entrance to the Gardens.
Food trucks must be at least 20 ft away from the tent (if applicable)
Food truck owner is to communicate with the Gardens point of contact prior to the event to
ensure that the truck can access event site. If the truck cannot access the site, it will be turned away.
Vendor must have an updated, workable fire extinguisher in the food truck.
Odom Hall Meeting Room (up to 100 Guest Capacity)
• A limited kitchen facility is available within Odom Hall. Rentals of the Reception Hall are for
an eight (8) hour period, which includes set-up, breakdown and clean-up of the event. All
setup must be contained within the meeting room.
After-Hour Events:
Weddings or events may end after the regular business hours of the Gardens. However,
The Gardens must be clear of all invited guests by the event end time – no later than 10:30 pm.
• Staff: The Gardens will have 2 (two) employees 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 more than 2 hours before the contracted rental time on the day of the event.
The Contracted Rental Time for this event is: DateTime
 Vendor arrival and setup schedule will be determined at the 30-day meeting.
 Clients must notify the Gardens point of contact of any vendors that may need access to the
Gardens via the service road.

Further details regarding logistics will be discussed at the 30-day Final Detail Appointment.
 ALL Vendors needing electrical access must coordinate with the Gardens Manager regarding the electrical load they need, and use only the access assigned to prevent damage to the electrical

system.

Guest Arrival:

- Your wedding guests are invited to stroll through the Gardens during your scheduled event time. Guests arriving more than one hour prior to the event time will be charged our admission fee.
- Invited guests must depart The Gardens no later than 10:30 pm for after-hours events.

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, shepherd's 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 the Gardens Manager and/or his designee.

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.
- Use of any restricted or illegal substance on site by or on behalf of the responsible contracted rental group and associated vendors will result in immediate expulsion from the property, event cancellation without refund and notification of the proper authorities, including law enforcement.

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 two hours 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 \$150.00 for the first hour, and \$75.00 per half hour after that.

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.

Final 30-Day Detail Appointment

- The Final Detail Appointment is required 30 days prior to the event, and may take place by virtual or phone appointment.
- 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.

TENTATIVE HOURLY SCHEDULE		Date of the Event:		
(To be signed by both Parties	5)			
	6.1 6		 	

We realize that a venue is one of the first choices made when planning a wedding. Just a rough outline is needed at this time, and any vendors you may have already chosen. The final event schedule and vendor list will be needed at the 30-Day Detail Appointment.

Time	Designated Activity (such as "Wedding Ceremony Begins")	Location (Rose Garden, Sunken Garden, Overlook Terrace, Great Lawn, Odom Reception Hall)
9:00 AM		Terrate, oreat zawn, outsimesteption many
9:30 AM		
10:00 AM		
10:30 AM		
11:00 AM		
11:30 AM		
12:00 PM		
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9:00 PM		
9:30 PM		
10:00 PM		
10:30 PM		
11:00 PM		

Client initial	s)	

EVENT DETAILS

Planner/Ever	t Coordinator Information:		
Name:		Primary Phone #:	
		E-mail:	
Primary Cont	act Information:		
Name:		Primary Phone #:	
		E-mail:	
Rehearsal inf	ormation:		
Date:	Time:	Location:	
Wedding Cer	emony Information:		
		Location:	
	Time:		
Reception Inf	ormation:		
Date:	Time:	Location:	
Rain Plan:			
			understand that the reception
must over by_	This gives me	(tim	e) for clean-up of the facility.
Operator	Name	Phone Number	E-mail Address
Photographer:			
Instructions:			
Florist:			
Instructions:			
Deliver Flowers To:			
Caterer:			
Instructions:			

Rental Equipment:		
Instructions:		
Additional		
Equipment		
Instructions:		
Cake:		
Instructions:		
DJ or Music:		
Instructions:		
Music Starts:		
Electrical Needs:		
Instructions:		
Wedding Insurance:		
Alcohol Permit:		
Liquor Liability Policy:		
<u>Set-Up</u>		
Venue(s) Used:		
<u> </u>		
Back Gates Unlocked:	Service Gate Unlocked:	
Facility Use		
Spouse 1 Arrives:	Spouse 1 Location:	
Spouse 2 Arrives	Spouse 2 Location:	

ADDITIONAL NOTES:

Bride/Groom:				
Phone:	Email:			
Bride/Groom:				
Phone:	Email:			
Point of Contact:				
Phone:	Email:			
Mailing Address:				
City:		State:	Zip:	
Type of Event:				
Event Start Time:		_ Event End Time:		
Venue:				
Number of Attendees:				