FOR OFFICE USE ONLY
Date Time, Location, & Guest Count:

FOR OFFICE USE ONLY
Security Deposit 50%: ☐
1/2 Rental Paid: ☐
Final Payment: ☐
Deposit Refund Mailed:

THE ELIZABETHAN GARDENS WEDDING/EVENTS

VENUE RENTAL POLICIES & CONTRACT

Updated: 9/26

Client or Event Primary Contact: _____

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.

- ☐ *ELIZABETHAN GARDENS WEBSITE*
- ☐ *ROANOKE ISLAND.NET WEBSITE*
- ☐ *WEDDING EXPO*
- ☐ *KNOT MAGAZINE*
- ☐ *OUTER BANKS WEDDING ASSN WEBSITE*
- ☐ *THE WEDDING GUIDE WEBSITE*
- ☐ *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.

Weddings may be held during or after The Gardens regular operating hours February - Mid-November. Evening events held from June- August must conclude before the start of The Lost Colony play (usually 8PM). All after-hours events must conclude by the event end time. The Gardens must be clear of all invited guests no later than 10:30 pm.

The Elizabethan Gardens, 1411 National Park Dr. Manteo, NC 27954
(252) 473-3234 adminassistant@elizabethangardens.org

PRICING MENU

Location	Capacity	Rental Fee
Rose Garden	Up to 50	$1,500.00
Sunken Gardens	Up to 50	$1,500.00
Odom Hall Meeting Room	Up to 100	$2,500.00
The Great Lawn	Up to 300	$4,000.00
The Overlook Terrace	Up to 200	$4,000.00
Micro Wedding Ceremony Only	Up to 20 Guests	$950.00

Add-ons	Description	Rental Fee
Odom Hall Staging Space	Getting ready space, 2 hr. access prior to event to AC private room, kitchen, and restrooms.	$300
Conservatory Greenhouse	Seasonally available, heated in cool temps., tropical planted, 3 bistro tables and 1 bar height table, bistro lighting, and 24 chairs.	Rehearsal Dinner Location-$500 Cocktail hour/ bar location- $250
Satellite Bar/ Welcome Drink station	Example locations: Sunken Garden, Well Mount, Rose Garden, Courtyard, Etc.	$250

Location (s) Selection:

Cermony :_____ Cost:_____

Reception:_____Cost:_____

Add-On:_____ Cost:_____

Add-On:_____ Cost:_____

Add-On:_____ Cost:_____

Total Rental Fee:_____

WEDDING & EVENT RENTAL CONTRACT

Event Client(s) Information:

Client A:*(primary)* _____

Client B: _____

Address: _____

Mailing Address: ☐*Check if same as above*

_____

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

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

B. _____ B. _____

Elizabethan Gardens Representative:

Name: Morgan Suter

Primary Phone #: 252-473-3234 EXT 101 E-mail: adminassistant@elizabethangardens.org

FEES & PAYMENT INFORMATION

A. Refundable Security Deposit: $	**$750.00**	☐ *<20 Guests: $450*	
B. Event Fee per chart on page + Add ons 2: $			
C. TOTAL PAYMENT DUE: $			
D. 50% of Event Fee *(Line B divided by 2):* **$**		**FOR OFFICE USE ONLY:**	
E. DUE FOR CONTRACT *(Line c minus Line d):* **$**		**DATE PAID:**	
REMAINDER DUE *(Line D minus Line E)* **$**		**DATE DUE:**	**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. There is a 3% fee added for credit card payments.

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: _____ CVV # _____

Date of Charge: _____ Amount: _____

Signature of Credit Card: _____

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WEDDING & EVENT RENTAL CONTRACT

FINAL EVENT GUIDELINES AND DETAILS

(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 4
BOOKING 5
WEDDINGS 6
FACILITY RENTALS – WEDDINGS, RECEPTIONS AND OTHER EVENTS 8
EVENT LOGISTICS 9
TENTATIVE HOURLY SCHEDULE 11
CONTRACTING PARTIES' CONTACT INFORMATION 12
FINAL DETAIL APPOINTMENT 12

Instructions for Completing this Contract:

- Read through the contents thoroughly – please note all of the Gardens' policies and feel free to 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.
- Send to the Gardens by email or mail to the address listed on page one of this contract.
- The Gardens will send receipt to confirm event date and time.
- Final detail appointment is to be scheduled for 30 days prior to your event.

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 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 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 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.

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_____ Pets and Animals:

Service animals are allowed in the Gardens at all times. We are a pet-friendly venue, and dogs are welcome as guests, or as participants in your ceremony. A Dog Policy waiver must be signed, and dogs must remain on leash at all times.

_____ Releases:

Butterfly releases are permitted as set forth in a written addendum to this contract. The release of any other animals is strictly prohibited.

_____ Decorations

- No live flames or sparklers, artificial petals/leaves, glitter, confetti, rice, balloons, 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 designated location. The Gardens staff will place wedding location site signage to direct guests to the agreed upon site.
- Birdseed is not permitted for use in The Gardens at any time.
- Sky Lanterns and fireworks of any kind are prohibited.

_____ Smoking:

- Smoking is allowed at your designated outdoor location, however, clients must provide a receptacle for cigarette butts and other smoking related trash.
- No smoking is permitted in any Garden facilities, buildings, including restrooms.

_____ 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 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; these access points are considered fire lanes for emergency access.

_____ 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.

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 $750 is also due at signing

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- 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 $750.00 Security Deposit is required for your event, 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 (Refunded via check 30 days post event). The Security Deposit is for damages and/or remediation if terms of this contract are not abided by (i.e. trash removal) and cannot serve as payment for any other portion of this contract.

_____ **Cancellation:**

- If after the initial date of contract, up to 90 days prior to the event, you should cancel the event rental agreement, only the security deposit will be refunded.

_____ **Rescheduling:**

- The Gardens permits you to reschedule your event <u>once</u> 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 event rental payment.

_____ **Refunds Process:**

- The Security Deposit will be refunded via check 30 days after the event, if no damages have occurred to the Gardens.
- The Gardens reserves the right to charge the rental group additional fees as necessary to restore The Gardens to its original condition. Charges will first be deducted from the security deposit.
- We require purchasing Cancellation and Liability insurance through a company such as Wedsure or WedSafe. Please list The Elizabethan Gardens as your venue. The policy information will be needed by the 30-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.

<u>WEDDINGS</u>

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 Package:

_____ • 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.

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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 space.
- 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, September or October, as long as their use does not conflict with the scheduled performances 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 The 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 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. 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 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 at 10 PM at the latest, 30 minutes prior to the event's conclusion, and the bar must be closed 15 minutes prior to the end of the event.

Food Vendors/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 Dept. 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 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 Dare County Health Dept

____ Food trucks/caterers are to bring their own trash receptacles to use during the duration of the event. 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 truck can access event site. If truck cannot access the site, the truck will be turned away.

____Vendor must provide fire extinguisher in food truck.

_____ **Odom Hall Meeting Room** (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, the event and breakdown/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: Date_____Time _____
- 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.
- 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 photogrsphy permit 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 appointment to review all logistical plans.
- Please set this appointment with the Events Staff 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.

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WEDDING & EVENT RENTAL CONTRACT

TENTATIVE HOURLY SCHEDULE

Date of the Event: Estimated Guest Count:

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		
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		
2:30 PM		
3:00 PM		
3:30 PM		
4:00 PM		
4:30 PM		
5:00 PM		
5:30 PM		
6:00 PM		
6:30 PM		
7:00 PM		
7:30 PM		
8:00 PM		
8:30 PM		
9:00 PM		
9:30 PM		
10:00 PM		
10:30 PM		
11:00 PM		

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EVENT DETAILS

Planner/Event Coordinator Information:

Name: _____ Primary Phone #: _____

E-mail: _____

Primary Contact Information:

Name: _____ Primary Phone #: _____

E-mail: _____

Rehearsal information:

Date: _____ Time: _____

Wedding Ceremony Information:

Date: _____ Time: _____ Location: _____

Officiant: _____ Bride Dressing Room Requested: _____

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.

_____

Photographer: _____

_____

Florist: _____

_____

_____

Caterer: _____

_____

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WEDDING & EVENT RENTAL CONTRACT

Rental Equipment: _____

Instructions: _____

_____

Additional Equipment: _____

Instructions: _____

Cake: _____

Instructions: _____

DJ or Music: _____

Instructions: _____

Music Starts: _____

Electrical Needs: _____

Instructions: _____

Wedding Insurance: _____

Alcohol Permit: _____

Liquor Liability Policy: _____

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:

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WEDDING & EVENT RENTAL CONTRACT

Spouse 1: _____

Phone: _____ Email: _____

Spouse 2: _____

Phone: _____ Email: _____

Security Deposit
Refund Address : _____

City: _____ State: _____ Zip: _____