

THE CAROLINA CENTER AT CORPORATE DRIVE, LLC
Rental Agreement and Contract

Thank you for choosing the Carolina Center at Corporate Drive, LLC (hereinafter "Carolina Center") for your event. The Carolina Center boasts a 3,700-square foot ballroom, a 1,500-square foot pre-function area and a large catering kitchen. A 480-square foot meeting room is available for rent also.

Event Information

1. The Carolina Center is open for meetings and events Monday through Sunday from 9AM – 12AM.
2. Rental rates vary based on room selection and day of the week. Please see Addendum A.
3. All events are subject to approval by the Carolina Center. The Carolina Center reserves the right to refuse rentals on the basis of unlawful conduct, availability or safety of the proposed event.
4. Renter shall conduct the event in an orderly manner and in full compliance with all applicable laws, rules and regulations. The Carolina Center reserves the right to conclude any event at any time due to inappropriate or undesirable behavior by the Renter or Renter's guests as determined by the Carolina Center staff. Such cancellation shall result in the forfeiture of all monies paid to the Carolina Center by Renter.
5. Renter shall provide the name of a designated contact person for event arrangements.
6. A Carolina Center representative must be present during the setup, event and cleanup periods.
7. Renter shall not exceed the maximum occupancy of **200** persons within the Carolina Center.
8. Fire lanes must be clear at all times. Event guests must evacuate the building immediately if fire alarm sounds or if directed by the Carolina Center staff. Event guests may not re-enter the building until the "all clear" is given by the Carolina Center personnel and/or fire department.
9. Renter or designee must remain on premises until all invited guests have departed.
10. Smoking is not allowed inside the Carolina Center. A designated smoking area has been provided outside near the garden area. The use of illegal drugs is strictly prohibited.
11. The Carolina Center shall not be responsible for any items or property belonging to guests that are lost, stolen, damaged or destroyed while on the Carolina Center's premises.
12. With the exception of nonprofit organizations, units of local government, and political organizations, groups are not permitted to charge guests an admission or other fee.
13. Children 6 and under attending events must be under parental supervision at all times.

Reservations, Fees and Services

1. The reservation is **confirmed** when the event description, date, time, location and number of guests are agreed to in writing by the Carolina Center, **AND**
 - a. A signed rental application, along with a \$100 nonrefundable application fee has been received by the Carolina Center. The application fee shall be a part of the overall cost of renting the Carolina Center and will be deducted from the total balance due.

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- b. The Carolina Center accepts cash, Visa, Master Card, Discover Card and check deposits. Any check returned for insufficient funds, or for any other reason, shall be assessed a returned check fee in the amount of \$35.00. Payment for the returned check and any collection fees associated with the collection of the check must be paid by certified cashier's check or money order.
 - c. LIABILITY FOR AND PROMISE TO PAY COLLECTION EXPENSES. I understand that if the Carolina Center considers it necessary to refer all or part of the unpaid delinquent account, including principal and any interest or late fees as evidenced by this contract to an attorney or collection agency for collection, I am liable for and shall pay the Carolina Center the attorney fees and/or collection agency fees resulting from the referral. I understand that I am obligated to pay all charges and other costs, including attorney fees, that are allowed by federal and state laws and regulations that are necessary for the collection of these amounts.
2. Following receipt of the rental application and application fee, 50% of the rental balance is due **within 30 days of application approval**. Failure to submit payment within 30 days will result in automatic cancellation of the event request.
 3. The following are due no later than **15 business days prior to the event**. Failure to provide the following will result in the cancellation of the event.
 - a. The remaining 50% balance payable by either cash, Visa, Master Card, Discover Card or check deposits.
 - b. A \$300 refundable security deposit (to be refunded by the Carolina Center within 15 business days after the event).
 - c. For events serving alcohol: A copy of the North Carolina ABC Special One-Time Permit (for when alcoholic beverages are sold) and the required insurance documentation (actual policy and not a quote). For more information, see the **Alcoholic Beverages** policy on page 4 of this document.
 4. Should an event exceed its scheduled booking time, overtime charges of \$100 per hour will be assessed. These charges will be invoiced to the renter and upon receipt are due in full within 30 days.
 5. **The Carolina Center property must be vacated by 12:00 midnight** as per the Pasquotank County Commerce Park Restrictive Covenants.
 6. The Carolina Center shall provide normal cleaning of the premises. Cleaning in excess of normal wear and tear shall result in the forfeiture of the security deposit and are subject to additional repair or replacement costs. Normal wear and tear shall not include, for example, the removal of leftover ice, foodstuffs, decorations, stains, etc., and shall be the responsibility of the caterer and/or renter.
 7. Limited audiovisual equipment including a public-address system and a pair of television monitors are typically available for use upon request. All A/V requests must be finalized and submitted to the Carolina Center no later than **two weeks** prior to event. The Carolina Center cannot guarantee that it shall be able to honor any requests received less than two weeks prior to the event. The Carolina Center does not provide A/V support to any outside equipment. Audio/video equipment is not for use by bands nor DJs unless approved by a representative of The Carolina Center.
 8. Parking is limited to the parking lot of the Carolina Center. Parking is prohibited on the street (Corporate Drive) as per the Pasquotank County Commerce Park restrictive covenants. The driveway must remain unblocked to allow for emergency vehicles.

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9. Event Equipment—A limited number of tables and chairs are available upon request and are included in the rental cost. Available tables and chairs are as follows (tables are white unless noted otherwise):

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| • 5' (60-inch) round tables | - | 25 available |
| • 4' (48-inch) round tables | - | 3 available |
| • 6' (72-inch) rectangular tables | - | 12 available |
| • 8' (96-inch) rectangular tables | - | 12 available |
| • Mobile Bar & Buffet Table
30"W x 72"L x 30"H | - | 1 available |
| • Black fabric banquet chairs | - | 220 available |

<<<The Carolina Center does **NOT** provide linens nor chair covers.>>>

10. If Renter secures additional outside rental equipment, the Carolina Center personnel are not responsible for moving, setting up nor taking down any outside rental items. Such equipment must be approved in advance by the Carolina Center.

Food Service

1. **NO COOKING OF ANY KIND** shall be allowed inside Carolina Center facilities. This includes cooking with any type of electric appliance, gas burners, deep fryers and woks. Approved caterers may warm food on site in the Carolina Center catering kitchen, which is equipped with a heated holding cabinet.

Decorations and Set-up

1. All rentals, floral arrangements, decorations, music, and contracted services must be approved two weeks prior to the event. All rentals, floral arrangements, and decorations must be removed at the end of the event. Any items left at the end of the event shall be disposed of at the discretion of the Carolina Center.
2. **Floor plan of event must be submitted to Carolina Center special event coordinator no later than two weeks before the event.** It is the Renter's responsibility to schedule a meeting with Carolina Center special events coordinator and caterer to finalize the floor plan. Caterer is responsible for drawing up and submitting a floor plan to Carolina Center special event coordinator for approval.
3. **No decorations or signs may be adhered to the Carolina Center walls, doors, or windows. Permanent hanging hooks are installed in the ballroom to accommodate the hanging of decorations. Any power cords must be thoroughly taped down with 'gaffer' tape ONLY (tape is available from the Carolina Center staff).**
4. A schedule of all deliveries to the Carolina Center, e.g. floral arrangements, rental equipment, etc. must be submitted at least seven calendar days prior to the event.
5. **Open flames and pyrotechnics are prohibited.**
6. Confetti, bubbles, sparklers, streamers, rice, bird seed, etc. are not allowed *in* the Carolina Center. Many of the foregoing items are also not allowed outside the Carolina Center. See special event coordinator for details.
7. Live animals (service animals excluded) are not allowed in the Carolina Center.

Alcoholic Beverages

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1. Possession and consumption of alcoholic beverages within the Carolina Center facilities are permitted if renters:
 - a. obtain applicable permits from the Alcoholic Beverage Control (ABC) Commission as required by North Carolina law for any event at which alcoholic beverages are served or where event guests must pay to participate or pay for any alcoholic beverages,
 - b. receive written permission from the Carolina Center as required in the permit application process and present that application to the special events coordinator at least 30 days prior to the scheduled event (although permit review and approval times by the ABC Commission may vary),
 - c. sell or provide alcoholic beverages only in connection with an approved event in the building,
 - d. provide, or its catering service provides, dram shop liability insurance in maximum coverage limits and in which the carrier agrees to defend, save harmless, and indemnify the Carolina Center from all financial loss, damage, or harm arising out of the selling or dispensing of alcoholic beverages,
 - e. when required, display a copy of the ABC permit at the Carolina Center in a prominent, visible area at the bar during the event,
 - f. require that servers take proper precautions to ensure that guests are not served inappropriate amounts of alcohol, that no one under 21 years of age is served alcohol, and that guests seeking to purchase alcoholic beverages are not refused service based solely on their race, religion, color, national origin, sex, or disability,
 - g. comply with all state and local ABC Commission laws, rules, and ordinances, and
 - h. comply with all requirements established by the Carolina Center for the selling or serving of alcoholic beverages.

2. For a cash bar (other than those described in #6 below), all alcoholic beverages must be purchased through and subsequently served and/or sold (depending on the type of permit obtained if required) to guests at the event by an approved caterer. **Only beer and wine are allowed at the Carolina Center.**

3. Renter must inform the Carolina Center at a minimum of 30 days in advance of the approved event if alcoholic beverages are to be sold or served.

4. If alcoholic beverages are to be sold or served, Renter or its catering service shall provide as previously noted a dram shop policy in which Renter or its catering service provides liability insurance in maximum coverage limits and in which the carrier agrees to defend, save harmless, and indemnify the Carolina Center from all financial loss, damage, or harm arising out of the selling or dispensing of alcoholic beverages. If the Renter purchases liquor to be subsequently served and/or sold by an approved caterer (depending on the type of permit obtained if required), the Renter must also provide this insurance policy. The dram shop policy shall provide the following limit of liability:
 - a. \$1,000,000 combined single limit for bodily injury and property damage to any and all persons caused by any intoxicated person and means of support to any and all persons caused by or in consequence of any intoxicated person
 - b. For any event involving alcohol, general liability insurance shall also be provided by the Renter with coverage limits of no less than:
 - i. bodily injury (including death)- \$100,000 each person and \$500,000 per occurrence
 - ii. property damage- \$100,000 per occurrence

5. A certificate of such insurance coverage with a carrier for the foregoing policy shall be submitted to the Carolina Center **not less than two weeks prior to the date of the event** in a form satisfactory to the Carolina Center. The policy shall name the Carolina Center as insured and must preclude any right of subrogation against The Carolina Center at Corporate Drive, LLC and its members, employees and representatives. The Carolina Center or a designee may cancel the reservation or prohibit the service of alcohol at his or her discretion.

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6. Renters may not charge admission, sell tickets, have cash bars, or collect money at any event at which alcohol is served unless Renter is a nonprofit organization, political organization, or unit of local government that has obtained a permit approved by the ABC Commission as provided in Addendum A.
7. Renter or the Renter's caterer is responsible for ensuring those serving alcohol check the age of each person to whom they serve alcohol and to take precautions to ensure guests are not served excessive amounts of alcohol. **All persons being served alcohol must be 21 years of age or older.** Renters or Renter's caterer must also comply with state laws regulating age requirements for the serving and selling of alcoholic beverages. Person(s) tasked with serving alcoholic beverages are strictly prohibited from drinking alcohol while performing the duty of server.
8. Alcoholic beverages are not allowed outside the Carolina Center facility with the exception of the outdoor garden/smoking area. Alcoholic beverages are not to be removed for consumption from the Carolina Center property or grounds.
9. All serving of alcoholic beverages for events must cease at least thirty (30) minutes before the scheduled end of the approved event. No alcoholic beverages may be sold or served at events before noon on Sundays as per North Carolina State Law.

Renter agrees to hold The Carolina Center at Corporate Drive, LLC and its members, employees and representatives harmless of all claims that arise out of Renter's use of the facilities.

The renter gives permission for the use of event images, including the participants, in any medium for the purpose of future promotion of the Carolina Center.

Early Access Policy

The Carolina Center at Corporate Drive LLC cannot guarantee availability of the facility the day/night prior to your event. If access is required ahead of your scheduled event, it is highly recommended that you reserve also the day before to ensure facility/staff availability. This can be accomplished at a reduced daily rate. In certain limited situations, access to the facility for rehearsals, decorating and other preparations can be arranged for a fee of \$50/Hour. This option is only available within the 48-hour period prior to the scheduled start of your event to ensure facility/staff availability. Please consult a representative of the Carolina Center for details.

Cancellation

Should we receive written notice that you must cancel your function more than six months prior to the scheduled date, your down payment will be returned. Should you cancel within six months of your date, the Carolina Center reserves the right to retain the down payment unless the event is rescheduled. The \$300 security deposit will be returned in both instances.

Force Majeure & Inclement Weather

The ability to execute this Agreement by either party is subject to events that are considered Force Majeure (i.e. greater force) such as acts of God including, but not limited to hurricanes, flooding, earthquakes, fires, etc., as well as any government intervention, staff disputes, and strikes, civil disorders, terrorism, and other emergencies. Should the event be canceled through a legitimate "force majeure" event, all fees paid by the Renter will be returned to the Renter within thirty (30) days.

If an authorized Carolina Center staff member or the Renter has to cancel the event due to inclement weather, all attempts will be made by an authorized Carolina Center staff member to reschedule the event. All collected event fees shall be held by the Carolina Center and then transferred to the new event date. If a rescheduled date due to inclement weather cannot be agreed upon, the Carolina Center shall refund all event fees to the Renter.

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Modifications to this agreement are not permitted

There shall be no changes or exceptions to the preceding rules without written confirmation by the Carolina Center or its designee.

Failure to comply with any clause of the contract may result in the termination of your contracted event.

I have read and understood this agreement and the policies it contains. I understand that if I or any of the guests or vendors at the event does not comply with this agreement or the policies the event may be immediately terminated by the Carolina Center, in its sole discretion, and/or all deposits made retained by the Carolina Center. I understand and agree that, in addition, I will be responsible and liable to the Carolina Center for any costs exceeding the amount of the retained deposit.

Renter Signature

Date

Renter Printed Name

Agreement received on _____ by _____
Today's Date The Carolina Center at Corporate Drive, LLC Representative

Contract revised/updated 3/25/2018.

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Addendum B
***ABC Permit Regulations**

The Commission may authorize the issuance of a limited special occasion permit for certain functions or activities as described below. The fee for each permit is \$50.00.

A limited special occasion permit authorizes the permittee 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 permittee's guests at a **reception, wedding, party or other special occasion** being held there. The permit may be issued to any individual other than the owner or possessor of the premises. An applicant for a limited special occasion permit shall have the written permission of the owner or possessor of the property on which the special occasion is to be held. To obtain this permit, complete an Application for Limited Special Occasion Permit and submit the application with the \$50 fee.

The Commission may authorize the issuance of a special one-time permit for certain functions or activities as described below. The fee for each permit is \$50.00.

A permit may be issued to a person who acquires ownership or possession of alcoholic beverages through **bankruptcy, inheritance, foreclosure, judicial sale, or other special occurrence**, and who does not already have a permit authorizing the sale of that kind of alcoholic beverage. The permit may authorize the sale or other disposition of the alcoholic beverages in a manner prescribed by the Commission. To obtain this permit, complete a Special One-Time Permit Application and submit the application with the above fee.

A permit may be issued to a **nonprofit organization** to allow the **retail sale** of malt beverages, unfortified wine, fortified wine, or mixed beverages, or to allow brown bagging, at a single fund-raising event of that organization. A permit for this purpose shall not be issued for the sale of any kind of alcoholic beverage in a jurisdiction where the sale of that alcoholic beverage is not lawful. To obtain this permit, complete a Special One-Time Permit Application for Sale of Alcoholic Beverages and submit the application with the above fee amount.

A permit may be issued to a permittee who is **going out of business** to authorize the sale or other disposition of his or her alcoholic beverages stock in a manner that would not otherwise be authorized under his or her permit. To obtain this permit, complete a Special One-Time Permit Application and submit the application with the above fee amount.

A permit may be issued to a **collector of wine or decorative decanters of spirituous liquor** authorizing that person to bring into the State, transport, or possess as a collector, a greater amount of those alcoholic beverages than is otherwise authorized by the ABC Commission, or to sell those alcoholic beverages in a manner prescribed by the ABC Commission. To obtain this permit, complete a Special One-Time Permit Application and submit the application with the above fee amount.

A permit may be issued to a **unit of local government, or to a nonprofit organization or a political organization** to **serve** wine, malt beverages, and spirituous liquor at a ticketed event held to allow the organization to raise funds. For purposes of this subdivision "nonprofit organization" means an organization that is exempt from taxation under Section 501(c)(3), 501(c)(4), 501(c)(6), 501(c)(8), 501(c)(10), 501(c)(19), or 501(d) of the Internal Revenue Code or is exempt from similar provisions of the General Statutes as a bona fide nonprofit charitable, civic, religious, fraternal, patriotic, or veterans' organization or as a nonprofit volunteer fire department, or as a nonprofit volunteer rescue squad or a bona fide homeowners' or property owners' association. For purposes of this subdivision "political organization" means an organization covered by the provisions of GS 163-96(a)(1) or (2) or a campaign organization established by or for a person who is a candidate who has filed a notice of candidacy, paid the filing fees or filed the required petition, and been certified as a candidate. The issuance of this permit shall also allow the issuance of a purchase-transportation permit under GS 18B-403 and 18B-404 and the use for culinary purposes of spirituous liquor lawfully purchased for use in mixed beverages. To obtain this permit, complete a Special One-Time Permit Application for Sale of Alcoholic Beverages and submit the application with the above fee amount.

Permits under this section are to be issued only for limited circumstances and not as substitutes for other retail permits. Special one-time permits shall be valid only for the single transaction or the kind of activity specified in the permit and shall be subject to any conditions the ABC Commission may impose as to the time, place and manner of the authorized activity. Denial or revocation of a permit under this section shall not entitle the applicant or permittee to a hearing.

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