

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 Page 2 of the Rental Application form.
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 the 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. Designated smoking areas have been provided near the main entrance and outside in the "Tobacco Shed" of the event 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 and political organizations, renters of the Carolina Center are not permitted to charge guests an admission or other fee. Failure to adhere will result in immediate cancellation of the event as well as forfeiture of all monies paid to the Carolina Center by the Renter.** Nonprofit organizations and political organizations see Addendum "B" of this contract.
13. Children 10 and under attending events must be under parental supervision at all times.
14. 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.

15. 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.

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.
 - 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. **Credit card charges are subject to a 4% surcharge.**
 - 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).
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. This includes the renter(s), guests and all associated vendors e.g. caterers, disc jockeys, photographers, etc.
6. **The cleaning responsibilities of the renter can be found on the "Event Cleaning Checklist" provided as Addendum "A" of this contract.** Should the condition of the Carolina Center be found to be in excess of normal wear and tear it shall result in the forfeiture of the security deposit and is 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 it shall be the responsibility of the renter to ensure the cleanliness of the facility at the event's end is to the satisfaction of the Carolina Center staff.

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.
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):
 - 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
 - 3' (36-inch) cocktail tables - 10 available at additional charge
 - Mobile Bar 30"W x 72"L x 30"H - 1 available at additional charged
 - Black fabric banquet chairs - 220 available

<<<The Carolina Center at Corporate Drive LLC package pricing does NOT include linens nor chair covers. The Carolina Center has limited selection of table linens for rent at an additional cost.>>>

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 the Carolina Center facility.

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. **No furnishings belonging to the Carolina Center may be removed nor altered without expressed consent from The Carolina Center at Corporate Drive, LLC. These items include but are not limited to animal mounts, wall hangings, antiques, furniture, etc. No one other than Carolina Center staff may remove, alter or relocate said items unless granted permission by a member of the Carolina Center staff. It is the responsibility of the renter to ensure that all persons involved in the set-up and decoration of the facility are aware of this policy even in the occurrence of the renter's absence.**
3. **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. Renter and/or caterer is responsible for drawing up and submitting a floor plan to Carolina Center special event coordinator for approval.

4. As a courtesy, the Carolina Center staff will typically provide the initial set-up of the tables and chairs. This cannot always be guaranteed and only applies to the tables and chairs belonging to the Carolina Center. Should an event require the rearrangement of the tables and chairs after the initial set-up, it is the responsibility of the renter to ensure that enough manpower is available to complete the conversion. An example of this would be transitioning from wedding seating arrangement to a dining reception configuration. Also, for more intricate seating requests e.g. chevron style seating, a charge of \$1/chair will be assessed if work is accomplished by the Carolina Center staff.
5. **No decorations or signs may be adhered to the Carolina Center walls, doors, or windows. Magnetic hanging hooks (5 pounds per hook maximum) are provided 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).**
6. 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.
7. **Pyrotechnics are prohibited.** Candles are permitted so long as they are housed in a non-flammable container where the flame is not exposed and the candle wax is contained. LED candles are preferred. For more guidance on approved candles, please consult with a staff member of the Carolina Center.
8. Confetti, bubbles, sparklers, streamers, rice, bird seed, "Silly String" spray streamer, 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.
9. Live animals (service animals excluded) are not allowed in the Carolina Center.

Alcoholic Beverages

1. The Carolina Center at Corporate Drive LLC has both North Carolina ABC Retail Beer and Wine Permits and is the sole provider of these beverages for on-premises events. A bartender will be provided by the Carolina Center at Corporate Drive LLC.
2. Only beer and wine are allowed at the Carolina Center at Corporate Drive, LLC. **No spirits (hard liquor) are allowed to be served or consumed at the Carolina Center at Corporate Drive, LLC.**
3. **All present during the time of rental use of the building who consume any alcoholic beverages must be 21 years of age or older.**
4. **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.** Requests for certain beers and wines may be made but cannot be guaranteed availability for event.
5. 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 or a political organization**. These organizations with approval from The Carolina Center may serve wine and malt beverages at a ticketed event held to allow the organization to raise funds. The proper North Carolina ABC permits in addition to general liability insurance must be obtained. See Addendum "B".
6. 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.**

7. Alcoholic beverages are not allowed outside the Carolina Center facility with the exception of the outdoor garden/smoking area.

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 \$75/Hour (minimum 2 hours / maximum 4 hours). 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 less the \$100 application fee. **Should you cancel within six months of your date, the Carolina Center reserves the right to retain the down payment in addition to the \$100 application fee 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.



Addendum A
Event Cleaning Checklist

EVENT CLEANING CHECKLIST

Please use this checklist after an event to be sure all necessary cleanup has been completed. Only rooms rented need to be cleaned. **Tables and chairs may be left out; the Carolina Center staff will put those in storage.** If you have questions during set up or take down please see a Carolina Center staff member. Thanks!

MAIN BALLROOM / PREFUNCTION ROOM / MEETING ROOM:

- PERFORM A GENERAL SWEEPING OF THE FLOORS. BROOMS AND DUSTPANS ARE LOCATED IN THE KITCHEN BEHIND THE DOOR
- REMOVE ALL TRASH, FOOD ITEMS, DECORATIONS, LINENS* FROM TABLES.
***LINENS RENTED FROM THE CAROLINA CENTER CAN REMAIN ON THE TABLES.**
- COLLECT GARBAGE FROM ALL BLACK TRASH CANS. REPLACE LINERS (SPARES SHOULD BE PROVIDED IN TRASH CAN; IF NOT PLEASE SEE A CAROLINA CENTER STAFF MEMBER). COLLECTED TRASH SHOULD BE TAKEN TO THE DESIGNATED AREA JUST OUTSIDE THE CATERING ENTRANCE (SEE DIAGRAM ON BACK). TRASH BAGS SHOULD BE TIED SHUT.
- TABLES AND CHAIRS BELONGING TO THE CAROLINA CENTER MAY BE LEFT OUT; THE CAROLINA CENTER STAFF WILL STORE.

KITCHEN:

- CLEAN TOPS OF TABLES AND ROLLING CARTS
- ENSURE ALL FOOD ITEMS ARE REMOVED FROM THE REFRIGERATOR AND THE INTERIOR OF THE REFRIGERATOR IS CLEAN (IF USED)

- CLEAN INTERIOR OF “HOLDING/WARMING” OVEN AND ITS TRAYS (IF USED). UNPLUG THE “HOLDING/WARMING OVEN” AND PLACE TRAYS ON TOP
- WIPE DOWN RANGE TOP AND CLEAN OVEN (IF USED).
- CLEAN INTERIOR OF MICROWAVE (IF USED).
- PERFORM A GENERAL SWEEPING AND MOPPING OF THE FLOORS. BROOMS DUSTPANS, MOP AND MOP BUCKET ARE LOCATED IN THE KITCHEN BEHIND THE DOOR.
- ENSURE ALL DEEP SINKS ARE LEFT CLEAN.
- COLLECT GARBAGE FROM ALL ROLLING TRASH CANS. REPLACE LINERS (SPARES SHOULD BE PROVIDED IN TRASH CAN; IF NOT PLEASE SEE A CAROLINA CENTER STAFF MEMBER).
- COLLECTED TRASH SHOULD BE TAKEN TO THE DESIGNATED AREA JUST OUTSIDE THE CATERING ENTRANCE (SEE DIAGRAM ON BELOW). TRASH BAGS SHOULD BE TIED SHUT.

