



HISTORIC COROLLA PARK RENTAL AGREEMENT

THIS AGREEMENT is made the _____ day of _____, 20____ between the County of Currituck (hereinafter "County") and _____ (hereinafter "Event Holder") for the following date(s):

Currituck County is pleased to provide the Historic Corolla Park grounds for event rentals and hope you will enjoy the natural beauty and historic significance of the area while hosting your event. The rental of the Historical Corolla Park grounds is intended for private, commercial, or non-profit groups and is subject to availability.

When considering the rental of Historic Corolla Park, please note the following:

- **Park Hours:** The Park is open to the public and there are often spectators until the park closes at dusk.
 - **Boat Ramp:** The Boat Ramp is a public access area and, by law, cannot be blocked by either Currituck County or the Event Holder.
 - **Rental Agreement:** The Rental Agreement must be initialed, signed by the Event Holder, and returned with the security deposit of \$750 to reserve the date(s) of your event.
 - **Certificate of Insurance:** A Certificate of Insurance in the name of the Event Holder and naming County of Currituck as the additional insured and as the certificate holder for the day of the event must be on file with Currituck County 3 months (90 days) before the date of the scheduled event.
 - **Tents:** Tents are only permitted on the North Lawn. If you plan to have a tent for your event, you **MUST** rent the lawn for the day before and after to allow for tent set-up & breakdown. If you are planning on holding a reception, a tent is **REQUIRED**.
 - **Reservations:** Multiple events may be contracted on the same day unless all 3 areas at the Park are reserved (North & South Lawn and the Point) for that day.
 - **Event Rental Hours:** Hours of rental are from 10:00 am to 11:00 pm.
-

Event Holder Contact Information:

Mailing Address: _____

City: _____ State: _____ Zip: _____

Telephone (where you can be readily reached): _____

Email address: _____

Requested Rental:

Rental Type (*check*): _____ Wedding _____ Other Type of Event*

*If not a wedding, please describe activity to be scheduled:

RENTAL LOCATIONS *(Check the areas you would like to reserve for main and additional locations)*

Main Location and Rental Fees

_____ NORTH LAWN WITH TENT: \$2,250 – Includes rental of lawn for the day before, day of, and day after your event to accommodate tent set-up day before and tent break down day after event

_____ NORTH LAWN: \$750 (per day)

_____ SOUTH LAWN: \$750 (per day)

_____ THE POINT: \$750 (per day)

_____ GAZEBO: \$150 (per day)

Additional Locations and Rental Fees

_____ NORTH LAWN TOTAL: \$400 (per day)

_____ SOUTH LAWN: \$400 (per day)

_____ THE POINT: \$400 (per day)

_____ GAZEBO: \$150 (per day)

Would you like to reserve the chosen additional locations for the day before or day after? ___YES* ___NO

*If YES, please note the location(s) & corresponding dates:

Location: _____ Dates: _____ Location: _____ Dates: _____

Location: _____ Dates: _____ Location: _____ Dates: _____

TRANSPORTATION

Two (2) golf carts available on a first come, first served basis for transportation of guests within Historic Corolla Park. Golf carts are \$300 each and can be used for up to 6 hours the day of your wedding – driver is provided.

SECURITY DEPOSIT *(required with rental agreement and separate from event fees)*

Security Deposit: \$750.00

Deposits will be returned upon determination that the Historic Corolla Park grounds have been left in the condition in which the grounds were found and all rules and regulations have been followed. The Event Holder is also liable for any damages and/or maintenance fees incurred as a result of the Event Holder’s use or use by any member or attendee of the Event Holder’s event. Failure to follow the provisions of this Rental Agreement will result in the forfeiture of the Security Deposit.

EVENT FEES *(due 90 days before the event)*

Golf Cart(s): \$ _____ (#Carts Needed X \$300)

Main Location: \$ _____ (initial fee x days needed – if renting North Lawn with tent, \$2250)

Additional Locations: \$ _____ (initial fee x days needed)

TOTAL: \$ _____

PAYMENTS

Security Deposits (required with rental agreement) and *Event Fees* can be made via credit card or check. If you have any questions and/or would like to make a credit card payment, please call Emily Morrisette at 252-453-9040. If paying by check, please make checks payable to County of Currituck. Rental Agreements and checks for security deposits and rental fees should be mailed to:

Whalehead in Historic Corolla
Attn: Emily Morrisette
PO Box 431
Corolla, NC 27927

RULES AND REGULATIONS (to be initialed by EVENT HOLDER)

____ Initial: By signing this agreement Rental Agreement, I understand that I am renting the Historic Corolla Park Grounds (as specified on the Reservation Application) between the hours of 10am to 11pm.

____ Initial: Deposits will be returned if the event and surrounding area has been left clean and free of litter. The person signing the Reservation Application Rental Agreement (the Event Holder) is held liable for cleanup and any damages or maintenance fees incurred as a result of the event activities.

____ Initial: Historic Corolla Park is a popular site for a variety of outdoor events, both public and private. The park is well used on a daily basis, especially during the warm weather months, by visitors seeking recreation, relaxation, and/or a tour of the buildings with actual numbers of people varying according to the time of day and season. Most frequently during the week, visitors come to watch the sunset. We will post signage advising visitors that there is a wedding in progress and, when able, will advise people to be respectful of your private event.

____ Initial: Alcoholic beverages are permitted only with a valid liquor license/permit in the name of the Event Holder. Alcoholic beverages are only allowed in the immediate vicinity of the event/tent and Whalehead house and cannot extend to anywhere else on park grounds. Open containers are not permitted in Historic Corolla Park. Alcoholic beverages are prohibited to be served to anyone under the legal drinking age in the state of North Carolina. No bar shall be self-serve; all alcoholic beverages must be served by a caterer or bartender with an off-premises liquor license and adequate proof of insurance provided to Currituck County at least 90 days prior to the event. A member of the catering or bartending staff must be present for the entire duration of the event, or as long as alcohol is being served. It is the responsibility of the Event Holder to ensure that all caterers hold any required permits to serve alcohol and provide Currituck County with a Certificate of Insurance. NOTE: CURRITUCK COUNTY RESERVES THE RIGHT TO TERMINATE THE SERVING OF ALCOHOL AT THE EVENT.

____ Initial: Drugs: Use of any restricted or illegal substance in Historic Corolla Park will result in immediate expulsion from Historic Corolla Park, cancellation of the event without refund and notification of the proper authorities and law enforcement officials in accordance with the laws of the state of North Carolina.

____ Initial: All fireworks, including sky lanterns and sparklers, and open flame of any kind are prohibited in Historic Corolla Park.

____ Initial: Due to the abundance of wildlife in Historic Corolla Park and due to environmental concerns, it is not permissible to use balloons, wish lanterns, rice, confetti or non-biodegradable items or chemicals on the grounds. Any company hired for pest control (e.g. mosquitoes) must be approved in advance by the Public Works Supervisor for Historic Corolla Park, must provide a Certificate Insurance to the County of Currituck before any work is performed and must use a non-chemical, organic product.

____ Initial: Due to the Historic Corolla Park Noise Policy, all events must conclude no later than 11:00 p.m. This means that all music must stop, and guests must begin departure promptly at 11:00 p.m., if not earlier. All clean-up must be concluded and Historic Corolla Park must be clear of all guests and vendors by 11:30 p.m. with the exception of tent breakdown.

____ Initial: An Event Holder is responsible for orchestrating clean-up after the event, removing all food, beverages, decorations and rental materials. All items should be disposed of in the dumpster and recycle bins located near the boat ramp parking area, not in trash cans around Historic Corolla Park. All rental items that are to be picked up the day after the event must be placed under a tent. These rental items must be picked up by the rental company the morning after the event by 10am. Except for the rental items discussed above, the Event Holder must restore the property to its original condition immediately following the event's conclusion. Under no circumstances can food or alcohol be left overnight under the tent, on the Whalehead porches or elsewhere in Historic

Corolla Park. Failure to adequately clean-up and follow the provisions of this Agreement Rental Agreement will result in withholding of all or part of the Event Holder's refundable security deposit, plus any additional charges deemed necessary to restore the property to its original condition.

____ Initial: All events with over 30 individuals in attendance are required to have a Local Wedding Coordinator. The Local Wedding Coordinator is someone that will communicate, coordinate, and direct the event and the event vendors on the Event Holder's behalf. The Local Wedding Coordinator is required to make sure that the rules of Park and Whalehead are followed and will be on hand the day of the event to communicate with the Historic Corolla Park Events Coordinator. They will also confirm the availability of a rehearsal time so that it does not interfere with another event occurring on the property. The Local Wedding Coordinator must be on hand for set-up and breakdown although they are not required to set-up and breakdown unless agreed to do so. Your Local Wedding Coordinator will be required to provide a Certificate of Insurance to the County listing the County of Currituck as the additional insured 90 days before the event. If the event is 30 or less, the Event Holder is responsible for all of the functions of the Local Wedding Coordinator including permits, tent inspections, etc.

____ Initial: Parking is in designated parking areas only.

____ Initial: NO TRUCKS are allowed on any grassy area. This policy is to assist in minimizing damage to the Park's lawns. Small pick-ups and SUVs (and trailers if applicable), with a Gross Vehicle Weight of no more than 5,000 lbs., will be allowed to drop off items closer to the event location but must be removed immediately following. Only small pick-ups and SUVs (and trailers if applicable) and golf carts will be allowed out on the Point Lawn. Catering trucks are allowed on the lawn, but catering employees must park their cars in the designated parking areas, not on the lawn beside the catering truck. If any driving is seen, whether damage has occurred or not, we reserve the right to keep your security deposit. This applies even if a vendor you have hired does this. It is your responsibility to make sure the vendors you hire understand our rules and regulations.

____ Initial: By County Ordinance, no smoking is allowed on County owned property including parking lots and buildings.

CANCELLATION POLICIES (to be initialed by EVENT HOLDER)

____ Initial: In the event of inclement weather where Currituck County is required to enforce its Disaster Plan, Currituck County reserves the right to cancel the event. Every effort will be made to work with the Event Holder and decide upon a time for the event to be rescheduled at no additional cost. If Currituck County is forced to cancel the event due to any circumstance beyond the control of Currituck County such as Acts of God, acts of nature (e.g. hurricane or tropical storm with a mandatory evacuation order issued by local officials), fire, flood, riot, accident, local or national emergencies, subsequent law or ordinance, and a time cannot be agreed upon for a rescheduled event, the Event Holder will be issued a full refund, including any deposits. If such circumstances occur, Currituck County will determine whether the event may proceed at its sole discretion. Currituck County shall be released from all liability and claims for damages and no other compensation will be provided.

____ Initial: If the Event Holder cancels the event less than 3 months (90 days) prior to the Event Date for ANY reason, Currituck County will refund the security deposit only; all other fees are non-refundable. If the Event Holder cancels the event less than 9 months prior to the Event Date for ANY reason, Currituck County will return the security deposit and one half (1/2) of all other fees paid. If the Event Holder cancels the event more than 9 months prior to the Event Date for ANY reason, Currituck County will issue a full refund of security deposits and fees.

____ The Currituck County Department of Travel & Tourism reserves the right to refuse any request for use of facility based on concern for the health, safety, and welfare of the users, invited guests, or general public, as well as the protection, security, and image of Historic Corolla Park.

LIMITATION OF LIABILITY AND EXPRESS ASSUMPTION OF RISK (to be initialed by EVENT HOLDER)

____ Initial: The Event Holder shall provide Currituck County with a Certificate of Insurance (in the amount of \$1,000,000.00) naming Currituck County as the additional insured and listed as the certificate holder. The event will not be allowed to take place without all Certificates of Insurance on file.

____ Initial: Currituck County, its staff and agents are in no way responsible or liable for any accidents or injuries to guests, vendors, or any other person involved with or attending any event. The Event Holder shall indemnify and hold harmless Currituck County from and against any and all loss, cost, damage or liability arising from or relating to any event. Currituck County and its staff and agents will not be held responsible for items damaged, lost, stolen, or missing before, during, or after the event. In no circumstance shall Currituck County or its staff or agents be liable for consequential damages of any kind.

____ Initial: The Event Holder hereby assumes responsibility and liability for any and all injuries or damages to persons or property which may occur, directly or indirectly, as a result of use of Historic Corolla Park for the event, whether such injury or damage occurs before, during or after such event. Furthermore, the Event Holder shall indemnify and hold harmless Currituck County and each of its officers, agents, and employees, from all responsibility against any claims filed by parties for any such injuries or damage.

POLICY CHANGES THAT AFFECT RENTAL AGREEMENT (to be initialed by EVENT HOLDER)

____ Initial: If Currituck County changes or adds any policy between the time this Agreement is signed and the date of the event, you must abide to the policy change. Currituck County's event coordinator will notify you of any change in policy as soon as it is put into place.

The undersigned have read the entire Agreement and accept the terms and conditions as shown by their signatures below.

ATTEST:

COUNTY OF CURRITUCK

By: _____
Clerk to the Board of Commissioners

By: _____ (SEAL)
Currituck County Manager

EVENT HOLDER

By: _____ (SEAL)
Signature

Print Event Holder Name

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Sandra Hill
Finance Officer