



## HISTORIC COROLLA PARK RULES AND REGULATIONS

Currituck County is pleased to provide the Historic Corolla Park grounds for your enjoyment. We are glad you are here and hope you will enjoy the natural beauty and historic significance of the area while hosting your event. Rental of the site is intended for private, commercial, or non-profit groups and is subject to availability.

Historic Corolla Park is open to the public and there are often spectators until the park closes at dusk. The Boat Ramp is a public access area and, by law, cannot be blocked by either Currituck County or the Event Holder. The Reservation Application and Park Rules & Regulations must be initialed and signed, and on file in the office **3 months (90 days) prior to your event.**

- **\_\_\_\_\_Initial:** By signing this 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 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 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-premise 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. 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, 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 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 Day-of Coordinator. (***Historic Corolla Park strongly recommends that the Event Holder contract with a Wedding Planner for their event, as the Day-of Coordinator cannot perform many of the tasks necessary for a flawless event.***) The Day-of Coordinator is someone that will communicate, coordinate and direct the event and the event vendors on the Event Holder's behalf. The Day-of 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 Day-of Coordinator must be on hand for set-up and breakdown although they are not required to set-up and breakdown unless contracted to do so. Your Day-of 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 Day-of Coordinator including permits, tent inspections, etc.
- \_\_\_\_\_ **Initial:** Parking is in designated parking areas only.
- \_\_\_\_\_ **Initial:** Beginning in 2016, NO TRUCKS will be 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**

- **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.

### **LIMITATION OF LIABILITY AND EXPRESS ASSUMPTION OF RISK**

- **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 Holder is also responsible for ensuring that all vendors (including an Officiant) hired by the Event Holder have provided 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.

**HISTORIC COROLLA PARK RESERVATION AGREEMENT**

A \$750.00 deposit is required to reserve the Historic Corolla Park North and South Lawns and the Point.

**Deposits will be returned upon determination that the Historic Corolla Park grounds have been left in the condition in which the grounds were found as stated in the above Rules & Regulations.** I

understand that violation of any of these Rules and Regulations may result in expulsion from the Park and possible denial of future privileges.

By signing this agreement, I acknowledge that I have read the above Rules and Regulations. I understand that I am liable for cleanup and any damages or maintenance fees incurred as a result of my use or use by any member in my group.

Responsible Person (Please Print Legibly): \_\_\_\_\_

Signature: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone (where you can be readily reached): \_\_\_\_\_

Email address: \_\_\_\_\_

Date: \_\_\_\_\_