



Facility Rental Contract

CLIENT: _____

ORGANIZATION: _____

POINT OF CONTACT: _____

MAILING ADDRESS: _____

BILLING ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

PHONE 1 #: _____ PHONE 2 #: _____

EMAIL: _____

TYPE OF EVENT: _____

EVENT DATE(S): _____

EVENT START TIME: _____

EVENT CONCLUSION TIME: _____

NUMBER OF ATTENDEES: _____

HOW DID YOU HEAR ABOUT US: _____

Jennette's Pier
P.O. Box 1445 • 7223 South Virginia Dare Trail
Nags Head, North Carolina 27959
252-255-1501 ext. 204 or ext. 209
Fax: 252-255-1507
www.jennettespier.net

Facility Rental Conditions

Please initial all items, acknowledging that you fully understand and agree to abide by Jennette's Pier Facility Rental Conditions.

___ The Jennette's Pier rental program includes Oceanview Hall (OVH) and the pier-deck only. The beach is public property governed by the Town of Nags Head. Jennette's Pier does not own, maintain, rent, reserve or clean the beach beneath and around the pier.

___ Jennette's Pier does not reserve parking spaces. The parking lots are available for use by the public.

___ Jennette's Pier will be open to other activities and/or programs, such as special events, fishing, and educational activities during the event.

___ Guests must arrive no earlier and leave no later than the contracted rental time or additional fees may incur. Guests must leave at the end of the contracted rental time; if the event runs longer than the contracted rental time, additional fees will be charged.

___ All events must end by 11:30 p.m. Event guests must leave at the specified contract time. Breakdown by the rental group and vendors must begin immediately following the conclusion of the event.

___ All events utilizing OVH include five hours of event time, which begins when the first guest arrives.

___ OVH is available for set-up beginning at 9:00 a.m. the morning of the contracted rental date.

___ Ceremonies utilizing the pier-deck include one hour of event time, which begins when the first guest arrives.

___ Both the first and second floor pier-decks are available for set-up two hours prior to the contracted rental time.

___ The first-floor pier-deck will remain open and accessible to the public during wedding ceremonies.

___ Ceremonies on the pier-deck are required to leave a six-foot-wide area open on the right-hand side (facing the ocean) for E-911 purposes and for access by pier patrons as needed. This area may not be blocked for any reason.

___ Rehearsals using any area of the pier must be pre-approved by the Facility Rentals Department and are not guaranteed.

___ Tables and chairs are included in the rental of OVH only. Any equipment needed for the first-floor pier-deck is the responsibility of the rental client to provide. All equipment owned by Jennette's Pier must remain in OVH and/or the second-floor deck. Equipment and décor cannot block emergency exits for any reason.

___ Jennette's Pier staff are not responsible for setting up tables and chairs. However, equipment in OVH does not have to be broken down after the event.

___ In the absence of a wedding planner, Jennette's Pier staff do not assume that role.

___ Jennette's Pier does not own or provide linens, décor, dinnerware or a dancefloor.

___ All aspects of the event including decorations, catering, music and special lighting requirements must be pre-approved by the Facility Rentals Department. Lighting (ex. stringed-bulbs) must be done by a pre-approved professional vendor.

___ Nothing can be posted, taped, nailed, screwed, or otherwise attached to any areas of the building, fixtures and furnishings.

___ Balloons, rice, bird seed, sparklers, sky lanterns, artificial flower petals and live animals are not permitted.

___ Candles must be in an enclosed container.

___ All items belonging to and/or rented by the rental group and vendors must be removed from the facility directly following the conclusion of the event. Jennette's Pier assumes no responsibility for loss of any items left behind at the facility belonging to the rental group or associated vendors.

___ The fireplace may be available for use in OVH with a two-week's notice.

___ All vendors must be pre-approved by the Facility Rentals Department and provide an on-site point-of-contact from their staff.

___ Caterers are required to have and provide copies of their General Liability and Liquor Liability insurance to the Facility Rentals Department prior to the event.

___ Caterers are required to stay throughout the entire duration of the event. No drop-off services are permitted.

___ Caterers are responsible for removing all trash from the event and cleaning the kitchen and butler's pantry.

___ Alcoholic beverages are limited to beer, wine and champagne only. Liquor is strictly prohibited on Jennette's Pier property by state law. All alcohol must be served by the licensed and insured catering staff; no self-serve bars are allowed. Kegs must be in a kegerator.

___ A "last call" for alcohol must be announced 30 minutes prior to the event's conclusion, and the bar must be closed 15 minutes prior to the end of your event.

___ Cash bars are limited to non-profit organizations only who must obtain a Special One-Time Permit from the NC ABC Commission.

___ Audio Visual (AV) Equipment must be reserved through the Facility Rentals Department prior to the event for an additional fee. AV Equipment must be tested prior to the day of the event or there is no guarantee that it will work.

___ The piano must be reserved at least 30 days prior to your event and moved only by Jennette's Pier staff. The piano must be covered by a linen if used for decorating needs.

___ Smoking is prohibited in all indoor facilities.

___ Use of any restricted or illegal substance on-site by or on behalf of the responsible contracted rental group, guests and associated vendors will result in immediate expulsion from the property, event cancellation without refund and notification of the proper authorities and law enforcement officials in accordance with the state of North Carolina.

___ The Pier strives for 100% exhibit operation but some exhibits are occasionally closed for maintenance. No discounts or refunds will be made for these closures.

___ The organization, individual party or groups responsible for the rental of the Pier assume all liability during and as result of the sponsored activity or event. The Pier reserves the right to charge the rental group additional fees as a result of extra security and other Pier staff, excessive cleaning or incurred damages. Any and all damages incurred will be the responsibility of the rental group and will be subject to forfeiture of the original security deposit in full and any additional charges deemed necessary to restore the facility and its property to its original condition.

FACILITY RENTAL FEE:		\$ _____
EXTRA HOURS _____:		\$ _____
DISCOUNT:		\$ _____
AUDIO/VISUAL EQUIPMENT:		\$ _____
MISCELLANEOUS:		\$ _____
FINAL PAYMENT FEE:		\$ _____
SECURITY DEPOSIT:	VS MC DS AMEX CASH CHECK	\$ _____

I hereby acknowledge with my signature a full and complete understanding of the facility rental conditions and payment requirements of the rental agreement and agree to abide by these conditions and terms and any special provisions by Jennette's Pier and the State of North Carolina. In the event that any information contained within this contract is found fraudulent, all monies collected will be forfeited, and the event will be cancelled.

The security deposit is to accompany the signed rental application and contract and liability waiver in order to reserve the date and time of the event. Please sign and mail original pages 1- 5.

X _____
Rental Group Responsible Party Signature

Date

X _____
Print Name

X _____
Pier Facility Rental Coordinator Signature

Date

X _____
Print Name



LIABILITY RELEASE AND EXPRESS ASSUMPTION OF RISK

For and in consideration of the use of the Jennette's Pier facilities, I hereby assume responsibility and liability for any and all injuries or damages to persons or property which may occur, directly or indirectly, as a result of my use of Jennette's Pier for my planned event, as such event is described in the Facility Rental Information, whether such injury or damage occurs before, during or after such event. Also, I shall indemnify and hold harmless Jennette's Pier, their employees and agents from all responsibility against any claims filed by parties for any such injuries, acts and all damages.

Furthermore, in signing this agreement, I hereby agree to comply with and abide by the laws applicable to the serving of alcoholic beverages at an event. Jennette's Pier reserves the right to refuse alcoholic beverages to any individual that appears intoxicated.

In consideration of being allowed to set up equipment at and access the Jennette's Pier property, I hereby personally assume all risks in connection with my actions and those of any service providers while on the Pier property and, for any harm, injury or damage that may befall me or those of any service providers, whether foreseen or unforeseen.

I further state that I am of lawful age and legally competent to sign this liability release. I understand that the terms herein are contractual and not a mere recital and that I have signed this document of my own free act.

I have fully informed myself of the contents of this liability release and express assumption of risk by reading it before I signed it on behalf of myself and my heirs.

X _____
Rental Group Responsible Party Signature

Date

X _____
Print Name

X _____
Pier Facility Rental Coordinator Signature

Date

X _____
Print Name

Facility Rental Prices

Special Events

Host your event in an inspiring environment on the oceanfront. Jennette's Pier offers a myriad of possibilities for events, such as alumni receptions, retreats, lecture series and much more.

Oceanview Hall

Rental Fee:	\$600.00	Based on a three-hour event with up to 175 guests.
Security Deposit:	\$200.00	Not applied to the rental fee. (See page seven.)
Extra Hours:	\$300.00	Available at an additional fee per hour over standard allotted time.

This fee is for special events held between 5:00 am – 5:00 pm.

Rental Fee:	\$1200.00	Based on a three-hour event with up to 175 guests.
Security Deposit:	\$500.00	Not applied to the rental fee. (See page seven.)
Extra Hours:	\$300.00	Available at an additional fee per hour over standard allotted time.

This fee is for special events held during the hours of 5:00 – 11:30 pm.

Audio/Visual Equipment

Rental Fee:	N/C	Set-up and operation done by the Facility Rentals Department staff only. Please call for more information. <i>(Piano not included. The rental fee for the piano is \$200.00.)</i>
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Meetings

Make an appearance unlike any other with your next corporate meeting, conference, etc...on the oceanfront. It will not only be productive but memorable at Jennette's Pier on the Outer Banks of North Carolina.

Oceanview Hall

Rental Fee:	\$150.00	Per hour up to 200 guests.
Security Deposit:	\$150.00	Not applied to the rental fee. (See page seven.)

Classroom

Rental Fee:	\$75.00	Per hour up to 30 guests.
Security Deposit:	\$75.00	Not applied to the rental fee. (See page seven.)

Audio/Visual Equipment

Rental Fee:	N/C	Set-up and operation done by the Facility Rentals Department staff only. Please call for more information. <i>(Piano not included. The rental fee for the piano is \$200.00.)</i>
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Security Deposit, Payments and Cancellations

Security Deposit: A security deposit must accompany the signed rental contract, indicating acceptance of stated conditions of use. The amount of the required security deposit will vary depending on the rental option chosen. Upon receipt of the security deposit and signed forms, the reservation becomes official and the date will be secured.

The security deposit will be refunded within thirty (30) days after the event by Jennette's Pier if all of the conditions and terms are met as defined by this contract. A Social Security/Federal ID number is required to issue all refunds that are paid by cash, personal check or money order.

Payment: Full payment of the rental fee must be received at least sixty (60) days in advance of the contracted rental date and is non-refundable. If payment is not received sixty (60) days prior, the event will be subject to cancellation. Payments should be made to Jennette's Pier at P.O. Box 1445, Nags Head, NC 27959.

Cancellation: Cancellation of the event results in the forfeiture of the entire security deposit. Should the rental group terminate the event after the receipt of full payment, the group will not be entitled to any payment reimbursements of any kind. If for any reason, the Pier is forced to cancel the event due to weather, mechanical system failure or other unforeseen events, a full refund will be issued to the rental group. However, no other compensation will be provided.

If the rental group requests to change their date, the security deposit will be moved to the new date at no additional cost one time only. Reservations are accepted no further out than 18 months. There is a \$500.00 fee for any additional date change requests after the one- time courtesy.

General Information

Hours and Availability: The Pier is open year around except for Thanksgiving and Christmas Day, and the hours vary depending upon the season. Events may be held during the day and after-hours subject to availability. All events must conclude by 11:30 PM. The Pier must be clear of all rental guests by the end of the contracted rental time.

Exceptions and Restrictions: Commercial, private and non-profit groups may rent the Pier subject to availability and approval. Patrons may not book the facility for the purpose of renting to another party ("third-party rental"). Third party rentals will result in the loss of rental privileges for all parties involved.

The primary concern of the Pier is the safety and well-being of the visitors, exhibits, animals and their components. To support these concerns and to insure the overall safety and needs of the rental group, the Pier reserves the right to move or terminate the location of any event.

Hurricane/Natural Disaster Policy: If officials call for an evacuation of the area due to a hurricane or natural disaster, the Pier will not host the event. The rental group has the option of rescheduling the event or have all monies refunded to them. If a hurricane, natural disaster, or other extreme emergency threatens the area the Pier retains the discretion to determine whether it will remain open for the event to proceed.

Equipment: All equipment listed below is included in the rental fee and is for use in Oceanview Hall only. Please note the renter is responsible for any equipment needed for outdoor use and the set-up and breakdown of that equipment.

Tables:

- 20 5' foot round tables (seats up to 10 people)
- 10 4' foot round tables (seats up to 8 people)
- 14 8' foot banquet tables (seats up to 10 people)
- 10 6' foot banquet tables (seats up to 8 people)
- 11 Round cocktail tables with adjustable columns

Chairs:

275 white padded folding chairs

Other: Information on this form may be subject to the North Carolina Public Records Law (NC General Statute 132 – 1) and may be disclosed to third parties upon request.

The pier is committed to work with vendors, caterers and rental groups that choose sustainable products, serve sustainable seafood and locally sourced food, and recycle waste products. Recycle containers are provided for events.