



Facility Rental Contract

BRIDE/GROOM: _____

BRIDE/GROOM: _____

CONTACT NAME: _____

MAILING ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

HOME #: _____ WORK #: _____ CELL #: _____

EMAIL: _____

TYPE OF EVENT: _____

EVENT DATE(S): _____

CEREMONY LOCATION: _____

CEREMONY TIME: _____

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 line items below.

- _____ The rental includes Oceanview Hall only. We do not own, maintain, rent, reserve, or clean the beach beneath and surrounding the Pier. This is a public beach that is governed by the Town of Nags Head.
- _____ The Pier will be open to other activities and/or programs, such as fishing, educational activities and special events during your event.
- _____ Jennette's Pier Staff is not responsible for setting up tables and chairs.
- _____ The Pier provides tables and chairs only. It does not own linens, dishes, dance floor, nor décor.
- _____ All caterers must be approved by the Facility Rentals Department.
- _____ All caterers must have and provide to the Facility Rentals Department their General Liability and Liquor Liability Insurance.
- _____ The caterer must stay for the entire duration of the event. No drop-off services permitted.
- _____ Alcoholic beverages are limited to beer, wine and champagne only. Liquor is strictly prohibited on the Pier property by State law.
- _____ Kegs must be contained in a kegerator.
- _____ All alcoholic bars must be serviced by the licensed and insured caterer. No self-serve bars allowed.
- _____ Cash bars are limited to non-profit organizations only. The non-profit organizations must obtain a Special One Time permit from the ABC commission.
- _____ The Pier assumes no responsibility for loss of any items stored at the facility that belong to the rental group or associated vendors.
- _____ All Audio Visual equipment must be tested prior to the day of the event or there is no guarantee it will work.
- _____ Balloons, rice, bird seed, sparklers, sky lanterns, artificial flower petals, and live animals are not permitted.
- _____ Candles are permitted if they are in enclosed containers.
- _____ All aspects of the event including decorations, catering, music and special lighting requirements must be pre- approved by the Facility Rentals Department.
- _____ Nothing can be posted, taped, nailed, screwed or otherwise attached to the tanks, exhibit graphics or other parts of the building's furnishings.
- _____ Guests need to leave at the end of the contracted rental time. If the event runs longer than the contracted rental time, additional fees will be charged.
- _____ 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.
- _____ Smoking is prohibited in all indoor facilities.
- _____ 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 a 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.



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

Oceanview Hall

Rental Fee:	\$4000.00	Based on a five-hour event with up to 175 guests.
Security Deposit:	\$1000.00	Half (\$500.00) applied to final payment. (See information below.)
Extra Hours:	\$500.00	Available at an additional fee per hour over standard allotted time.

The five hours is the time your guests are here for the event. The room is open at 9:00 am to rental clients and their vendors for set-up and decoration needs at no additional cost.

Pier Deck

Rental Fee:	\$500.00	Based on a one-hour event with up to 175 guests.
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The Pier is available two hours prior to the event to rental clients for set-up and decoration needs at no additional cost. The Pier will be open to other activities and/or programs, such as fishing, educational activities and special events during your event.

Audio/Visual Equipment

Rental Fee:	\$250.00	Set-up and operation done by the Facility Rentals Department staff only. Please call for more information.
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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, excluding the portion applied to the final payment, 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, including the portion that is applied to the final payment. 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. 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 column

Chairs:

- 275 white padded folding chairs

Other: The Pier appreciates any attempts to recycle and use sustainable products and foods. 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.