

THE Terraces ON SIR TYLER

1826 Sir Tyler Drive | Wilmington, NC 28405 | P 910-202-1586 | F 910-762-9860 | www.terracesonsirtyler.com

This AGREEMENT (“Agreement”) is made this _____ day of _____, 20__ by and between _____ (hereinafter referred to as “Lessee”), whose address is _____ and the Multiple Listing Service Of The Wilmington Regional Association Of REALTORS®, Inc., (hereinafter referred to as “MLS”).

The purpose for which Lessee is renting space is: _____ . MLS WILL NOT RENT ROOMS TO AN ORGANIZATION, CORPORATION, PARTNERSHIP OR INDIVIDUAL WHERE THE LESSEE’S PURPOSE COMPETES WITH MLS’S PROGRAMS, SERVICES , COURSES OR ITS OWN BUSINESS INTERESTS.

Lessee shall rent from the MLS The Terraces on Sir Tyler as specified in the Additional Conditions (attached) located at 1826 Sir Tyler Drive, Wilmington, North Carolina beginning _____, from _____ am pm to _____ am pm, in its present condition under the following terms:

Please check all that apply:

Ballroom A & B		Ballroom A		Ballroom B	
Terrace A & B		Terrace A		Terrace B	
Classroom & Conference Room		Classroom Only		Conference Room Only	

PLEASE READ CAREFULLY TO FULLY UNDERSTAND YOUR RESPONSIBILITIES

1. Deposit. A deposit of FIVE HUNDRED DOLLARS (\$500) shall be collected from the Lessee secured as a charge to a major credit card (due at time of signing). Any event with attendance over three hundred (300) people will be required to put down a ONE THOUSAND DOLLAR (\$1,000) deposit. After the event, the MLS shall apply deposit against payment for any damages and any other charges incurred, and net amount shall be due and payable to the MLS by Lessee. Any unused portion of the deposit shall be returned to Lessee. The Deposit shall be secured and subjected as a charge to a major credit card. The Deposit shall be returned to the Lessee following the MLS’s confirmation that no damage has occurred to the premises, and surrounding property. Lessee agrees that if the damages actually incurred by the MLS exceed the amount of the Deposit collected, then the Lessee is liable for the difference. Lessee further agrees that if the same is placed in the hands of an attorney for collection, to pay the costs of collecting the amount due, including reasonable attorney’s fees.

2. Rental Rate. The Rental Rate shall be determined upon completion of the attached “Additional Conditions” and such amounts shall be entered below: The deposit of \$500.00 or \$1,000 is required to reserve space, regardless of rental term. In the event that a business check(s) is returned or credit card declined for insufficient funds, the Lessee must present full payment in cash, money order, or certified

check within twenty four (24) hours of notification, including a twenty-five (\$25) penalty or contract is null and void and all deposits are forfeited. MLS does not accept personal checks.

Failure to make payment timely terminates this Agreement.

The balance due for payment of the room shall be due 30 days prior to the event, and is non-refundable.

The Cancellation Policy is as follows:

- **At least 60 days before the event:** *Forfeit deposit*
- **Less than 60 days before the event:** *Forfeit deposit and 50% of contract price*

3. **Registration.** Even though tentative space requirements are made, assignments are subject to change. Management reserves the right to make final space allocations. Inform pre-registrants that the telephone number for messages while attending the program is (910) 202-1586. All messages will be held at the reception area during regular business hours.

If registration space was requested, the assigned pre-function area will be designated by a registration sign. Use the assigned space only; tables or chairs should not be moved from other locations without consulting the Representative. Registrations not held in the pre-function area can only be held in the assigned meeting room.

4. **Lessee Responsibility.**

(a) Lessee agrees to be completely responsible for any and all damages which may occur, either as the result of negligence, accidents or intentional acts of Lessee, guests, invitees and/or vendors secured by the Lessee or the MLS on the "Premises" which is defined as all of the real property located at 1826 Sir Tyler, Wilmington, NC.

(b) Lessee warrants that he/she shall remain at the Premises during the Usage Term.

(c) Lessee shall provide to the Entities, as that term is defined herein, certificates of insurance and bonding for any vendor secured by Lessee prior to event.

5. **Alcohol Use.**

(a) **BY LAW, NO ONE UNDER 21 MAY CONSUME ALCOHOLIC BEVERAGES.** Lessee agrees and warrants that there shall be NO CONSUMPTION OF ALCOHOL BY PERSONS UNDER AGE 21. Further, Lessee shall monitor all service, if any, of alcohol and specifically acknowledges that Lessee is solely liable for the consumption of any alcohol by any person on the Premises and that such liability shall extend to any aspect regarding the consumption of alcohol.

(b)The MLS may ask guests for identification to verify age. The MLS reserves the right to ask the entire party to leave if (1) a minor is consuming alcohol; (2) an adult is providing alcohol to a minor; or (3) a guest or guests appears intoxicated and refuses to leave the Premises.

(c) All alcohol must be served by a pre-approved bartender and consumed with the Terraces on Sir Tyler. No alcohol is permitted anywhere outside of the main building. This includes outside the front door, the parking lots, and rear of building. Only packaged liquor may be consumed.

(d) Only caterers and persons holding the appropriate liquor licenses and permits will be authorized to dispense alcohol, and only from the bar area. All caterers and persons must be pre-approved by the MLS.

Proposed Bartender(s): Provided by caterer Provided by the client/lessee

(e) Lessee shall indemnify and hold the MLS, and the Wilmington Regional Association of REALTORS® from all liability for improper use of alcohol.

6. **Compliance.** Lessee agrees to comply with the additional rules entitled "Additional Conditions," concerning the use of The Terraces on Sir Tyler which are are not attached hereto and made a part of this Agreement as of the date of the execution.

7. **Indemnity.** Lessee covenants at all times to hold harmless the Entities, as that term is defined herein, and all of their agents from and against all loss, liability, cost or damages that may occur or be claimed with respect to any person or persons, corporation, property or chattels, on or about the Premises, or to the property itself resulting from any act done, or omission by or through the Lessee, its agents, contractors, employees, invitees, or any person on the Premises by reason of the Lessee's use or occupancy or resulting from Lessee's non-use, or possession of said property and any and all loss, costs, liability, or expense resulting there from; and at all times to maintain said Premises and the surrounding property, in a safe and careful manner.

8. **Access to the Terraces on Sir Tyler.** All events are on a "first-come first-served" basis. An evening event booked after an afternoon event may be required to have a later start time. Set-up shall be included in booking time, unless other arrangements are made in writing directly with MLS. All Lessees, guests, caterers, musicians and vendors shall vacate the Premises one (1) hour after the event's scheduled ending time, unless prior arrangements have been made. A charge of \$150.00 per hour, or portion thereof, shall apply for each hour the Premises is not vacated after an event.

9. **Miscellaneous.** Lessee will supply and use reasonable and adequate table coverings during the event. Linens will be secured. If an outside vendor is used, linens must be at the Premises at least two (2) hours prior to scheduled start time.

10. **Cleanup.** Clean up of the Premises will be completed no later than one (1) hour after the end of the scheduled time. Lessee shall adhere to the following instructions for clean-up of the facility:

(a) **The Terraces on Sir Tyler.** Table trash, cups (contents being emptied into the sinks), plates, plastic-ware, cake, food, decorations, etc. will be gathered and placed in MLS provided plastic trash bags.

(b) **Restrooms.** Trash will be picked up from the restrooms' floor and placed in the MLS provided trash bags or in the trash receptacle located in each restroom.

(c) **Outdoor Terrace(s).** Trash will be picked up outside the building. Cups, miscellaneous items left outside and on any terrace area shall be gathered and placed in MLS provided plastic trash bags.

(d) **Kitchen/Bar Area.** The kitchen is to be left as it is found. Wipe out sinks, wipe counters/tables/stovetop clean, clean bar equipment, remove remaining bottles, cans, kegs, etc. from the site. Floors in the kitchen/bar area are to be left clean.

Any necessary clean-up by MLS of any items (a) through (d) will be charged and withheld from the deposit.

MLS will dispose of the bags of trash and will vacuum the carpet for the next event.

11. **Decorations.** Lessee agrees that decorations shall NOT be attached to the walls, ceilings, existing wall decorations, woodwork, ceiling fixtures, window treatments, by use of nails, scotch tape, staples, etc. Other decorating restrictions apply, as described in the attached "Additional Conditions."

12. **Use of Kitchen.** The kitchen is a "staging" kitchen only and shall not be used for preparation of meals for guests; however, the stainless steel tables and sink(s) may be used. Caterers shall furnish to MLS copies of all applicable permits issued by the New Hanover County Department of Health and further agree to abide by all regulations promulgated by the New Hanover County Department of Health. CATERED DROP OFF'S ARE PROHIBITED. At no time may caterers use any serving utensils, food, beverages, containers or any other equipment found in-house. The kitchen shall be left in the condition it was found. Failure to do so shall result in cleaning charges deducted from Lessee's damage deposit.

13. **Use of the Outdoor Terrace Area.** The outdoor terrace(s) are available for use with the room, if the space is not rented for another event and weather permitting. Smoking is prohibited on the outdoor terrace(s) and is only permitted as set forth in the Additional Conditions. Lessee is requested to ensure that guests observe the city noise ordinance. Lessee shall use no nails or staples on the terrace; plastic wire ties are acceptable, but must also be removed at the end of the event. Any necessary clean-up by MLS will be charged against the deposit.

14. **Use of Equipment.** Other equipment is available for use during your event. A rental charge is levied for other equipment as well as other special needs unique to the program. A credit card imprint is required for all equipment rentals. Lessee will be responsible for damage, misuse or abuse by the Lessee or Lessee's guest.

15. **Caterers.** The MLS has compiled a list of recommended caterers for your use. If your caterer is not on MLS's list, the written consent of the MLS is required. Caterer will be required to meet with MLS and provide the appropriate certificate of insurance, and sign an agreement.

16. **Conduct of Event.** For the duration of the event, the Lessee and its guests must abide by MLS policies and comply with applicable regulations and laws. Lessee is responsible for the actions of guests and for any damages or losses incurred during the event. The MLS has the right to refuse entry or service to and remove from the Premises any person it deems to be behaving in an improper or abusive manner or in a manner not befitting MLS. MLS reserves the right to exclude or remove any undesirable persons from the event and Premises without liability.

17. **Governing Law.** The parties agree that any dispute shall be subject to the laws of the State of North Carolina, and that any legal action shall be brought in New Hanover County, North Carolina.

18. **Entire Agreement.** The parties agree that all of the terms and conditions are contained herein and that any modification shall be in writing.

19. **Program Cancellation Policy.** Deposits received as confirmation of reservation are NON-REFUNDABLE. The MLS shall not be liable for non-performance of this contract when such non-

performance is attributable to labor troubles, disputes or strikes, accidents, governmental regulation limiting or restricting use of the facility, travel or transportation, non-availability of food, beverage, or supplies, riots, national emergencies, terrorist acts, acts of GOD and any other causes, whether enumerated herein or not, which are beyond the reasonable control of the MLS and which prevent or interfere with the MLS's performance. In such event, the MLS shall not be liable to the lessee for any damages, whether actual or consequential, which may result from such non-performance but shall be liable only for refunding to Lessee any deposits being held.

20. Room Set-Up. The MLS does not have storage capacity; therefore, any materials should be delivered immediately before the program begins and removed immediately after the program ends. The MLS is not responsible for any materials provided by the Lessee.

Room set-up and catering requirements must be completed by Lessee and returned to MLS **not less than two (2) weeks prior to the scheduled event.**

Lessee must submit any last minute changes, including guaranteed number of participants, **48 hours in advance.**

21. Emergency Evacuation Procedures For Fire, Gas Leak, Hazardous Material, Fire Alarm. When a problem has been identified and notification has been made, occupants will instantly take steps to ensure personal safety by moving away from the affected area. Use the most direct route to the outside of the building by following the posted "EXIT" signs. If possible, alert other occupants in the building by pulling the fire alarm(s) and telling others of the situation. Evacuate to an area outside the building and follow directions as provided by MLS staff. Keep clear of the driveways and entrances. Public Safety Officials will signal the end of the incident and give further instructions. Minimum fee of Two Hundred Dollars (\$200) will be charged for any service calls due to falsely pulling of fire alarm or using the elevator emergency phone.

22. Disaster Plan: Building Emergency Procedures For Tornado or Earthquake. When a problem has been identified by observing visible warning signs or receiving radio or telephone reports, steps should be taken by the Lessee to ensure occupants safety. Occupants should move to any interior areas such as bathrooms, closets or halls. Stay away from windows and doors. If there is no time to move to the interior areas, seek cover under tables and protect head.

23. Special Services. In accordance with ADA, if you or any of your guests have any disabilities which require special accommodations, please notify us immediately.

24. Entities Defined. As used herein, the term "Entities" shall mean and refer to the following entities: MLS, Wilmington Regional Association of Realtors, Inc., and Sir Tyler Development, LLC.

The parties hereto have set their hands on the day and year first above written.

Multiple Listing Service of the Wilmington Regional Association of REALTORS[®], Inc.

_____ Date: _____
Caitlin Hoffman
Director of Meetings & Events

Please scan and email to: Events@TerracesOnSirTyler.com or fax to: 910.762.9860

LESSEE(s): _____
(print name)

(print name)

_____ Date: _____
(signature)

_____ Date: _____
(signature)

Email: _____

Phone Number: _____

Credit Card: MC OR VISA (please circle one)

_____ Expires _____ V-Code _____ ZipCode _____

Signature _____

Deposit DUE AT THE SIGNING OF THIS AGREEMENT \$ _____

*Total of all deposits, \$500.00 minimum for the date secured

TOTAL BALANCE DUE ON OR BEFORE _____ \$ _____

ADDITIONAL CONDITIONS

NOTE: Whenever this document is executed it becomes an addendum to the Agreement entered into between the Lessee and the MLS.

- 1) Tables and chairs are included in the rental fee. Excess tables and chairs are the responsibility of the Lessee. **Tableware, linens and decorations are not provided.** Alterations to the Premises or to its furnishings are not permitted.

except: _____

_____ Lessee Initials

- 2) No nails, staples, screws, pins, tape or adhesives of any kind may be put into walls, ceilings or floors. No adhesive tapes including scotch, masking and duct tape may be placed on any surfaces, except:

_____ Lessee Initials

- 3) The usage of candles in centerpieces is permitted only in appropriate containers and approved by the MLS. The MLS is not responsible for any linens damaged due to hot wax. Candles may be used on buffet tables by caterers, but only when the table/candles are under their direct supervision.

_____ Lessee Initials

- 4) No rice, confetti, birdseed, flower petals or other unapproved "celebration materials" shall be allowed inside or outside the facility. Please check with MLS if a certain material is unapproved. **All celebration materials must be approved and clean up fee may apply.**

_____ Lessee Initials

- 5) Set-up shall be part of the scheduled time unless previous arrangements are made.

_____ Lessee Initials

- 6) D.J.'s/musicians/entertainers must be finished by 11:00 p.m. This allows time to dismantle their equipment and be out by 12:00 midnight. A breach of contract occurs if the vendor is not out of the building by 12:00 a.m. D.J.'s may not use a fog machine. No dance wax/compound, or any substance, may be spread on the floor.

_____ Lessee Initials

- 7) All foods, drinks and any other materials that stain, damage or otherwise disfigure flooring, walls or any other part of The Terraces on Sir Tyler will incur cleaning charges to remove the damage. A minimum charge of \$250 shall apply. If damage occurs, MLS will contract with skilled professionals for all repairs; charges for repairs will be deducted from Lessee's damage deposit. In the event that repair costs exceed the amount of damage deposit, Lessee will be responsible for the entire repair over and above the damage deposit.

_____ Lessee Initials

- 8) Furniture arrangement must be approved by MLS prior to the event. While every effort will be made to arrange all furniture at the request of the Lessee, MLS reserves the right to adjust furniture as necessary to allow for safety, traffic, damage to walls or other reasons it deems necessary.

_____ Lessee Initials

- 9) If damage has occurred to the facility, a joint walk-through will be requested by MLS no later than the next business day following the event. If MLS determines that no damage has occurred a walk-through will not be required.

_____ Lessee Initials

- 10) If damages to the facility prevent the next scheduled event(s) from occurring, Lessee will be responsible for any and all refundable deposits that may be demanded by future lessee(s).

_____ Lessee Initials

- 11) All alcohol will be consumed inside The Terraces on Sir Tyler. All alcohol will be dispensed only by approved bartenders and only beverages approved by MLS and served at the bar inside MLS. Brown bagging is prohibited. Keg beer is permissible only if refrigerator kegs are used. No iced down kegs permitted. MLS does not provide alcoholic beverages. Any alcoholic beverages consumed outside MLS, inside or from the inside, trunk or any part of an automobile, brought into MLS in coolers, containers, clothing, purses etc., or brought into or onto the premises by anyone other than the contracted Lessee, and only at the load-in of all appropriate alcohol for the event, shall be subject to an immediate cancellation and shutdown of the event.

_____ Lessee Initials

- 12) Lessee agrees to protect, indemnify, defend and hold harmless MLS from any Liability or claims of whatever nature arising out of or in connections with serving or consumption of the said beverage. The Lessee, it's agents, servants, employees, or bartenders shall not serve guests and/or patrons alcohol when that person is under lawful age or when the person is intoxicated and his/her judgment is impaired as a consequence of alcoholic consumption. It will be the duty of Lessee to prevent any guest or patron to refrain from driving a motor vehicle if that person has become legally intoxicated by definition/standard of the State of North Carolina.

_____ Lessee Initials

- 13) Smoking is not permitted except outside the building in one designated area. The use any smokeless tobacco product is strictly prohibited. Receptacles for smokeless tobaccos, or "spit-cups" found in the premises after an event will constitute immediate forfeiture of the entire damage deposit.

_____ Lessee Initials

14) Since rental is for the third floor area of MLS, use of the first and second floor areas of the facility is prohibited.

_____ Lessee Initials

15) Lessee is advised that the City of Wilmington and New Hanover County have very strict sign ordinances. Lessee agrees to obey all applicable ordinances. **Any fines that result from illegal signage placed by the client will be the financial responsibility of the Lessee.** Copies of the ordinances may be obtained from the websites: <http://www.ci.wilmington.nc.us/> and <http://www.nhcgov.com/Pages/NHC.aspx>

_____ Lessee Initials

16) MLS desires that your event be memorable and as special as possible. MLS recognizes that celebrations often include children. We ask that parents supervise their children. Children should be kept from running, throwing food or other objects, standing in window boxes, on tables or chairs, hanging from or on doors, etc. Children should at no time be allowed in the kitchen or bar areas. Parents must accompany children when outside. Lessee is responsible for injury to any party they invite onto 1826 Sir Tyler, Wilmington, NC.

_____ Lessee Initials

17) Additional equipment rented as specified below may be rented. A credit card authorization must be executed to reserve the additional equipment. Equipment requested in advance may be cancelled without incurring a charge(s) provided a written notice of cancellation is received three (3) calendar days prior to the scheduled event. The Lessee remains liable for appropriate rental charges if the cancellation notice is not received timely.

_____ Lessee Initials

18) Any equipment brought into the building by the Lessee is the responsibility of the Lessee.

_____ Lessee Initials

Function Room	Full Day	Size		Capacity			
		L x W	Sq Ft	Banquet	Classroom	Theatre	Reception
Full Ballroom	\$3000	45x80	4000	290	200	400	450
Ballroom A	\$2000	45x40	2000	130	100	200	180
Ballroom B	\$2000	45x40	2000	130	100	200	180
Both Terraces	\$1500		2834	150	-	240	200
Terrace A	\$750	25x60	1085	75	-	120	125
Terrace B	\$750	25x60	1085	75	-	120	125
First Floor							
Classroom	\$150						
Conference	\$150						
Rent Both	\$250						

Please note that the capacities shown are maximums. The addition of head tables, dance floors, food service tables, etc. will significantly reduce the available seating and room capacity.

Please contact us for Holiday Pricing

Hours of Operation	Hours	Hours in Excess
Monday-Friday	8 AM – 5 PM	\$100
	5 PM – Midnight	\$125
Weekend & Holidays	10 AM – Midnight	\$150