

Contract, Terms, Rules & Policy

AMERICANS WITH DISABILITIES ACT (ADA)

- Concerning the Americans with Disabilities Act and all the regulations there under ("ADA"), the Isaac Taylor Garden is responsible for the permanent building access requirements: such as, but not limited to, wheelchair ramps, elevator standards, restroom standards, and internal hallways and doors. The Licensee is responsible for the non-permanent accessibility requirements, such as, but not limited to, seating accessibility, assistive listening devices, sign language interpreters, signage and other auxiliary aids. One week prior to occupancy of the Isaac Taylor Garden, Licensee shall provide the Isaac Taylor Garden with the number of disabled persons that have registered for the event and an outline of the accessibility services that will be provided to the disabled attendees.

ANIMALS

- Animals are not allowed in the Isaac Taylor Garden without prior written approval from the assigned Event Coordinator to the specific event. Additionally, in accordance with state and local Health Department guidelines, animals are not permitted within 50 feet of any food service preparation or service area. The only exception to this is the use of assistance animals.

AUDIO/VISUAL

- The Isaac Taylor garden provide electrical hookups for your A/V needs.

EMERGENCY & PUBLIC SAFETY REQUIREMENTS

- Predicated on the type of event and number of attendees, the Isaac Taylor Garden may require the Licensee to provide certified first aid personnel for the entire term of occupancy.
- Licensee may also be required to provide such first aid equipment and supplies as the Isaac Taylor Garden deems necessary, but at least a minimum of equipment/supplies to handle cuts and scrapes and other minor injuries, headaches and minor pains, during occupancy at the Licensee's cost.
- Licensee assumes total responsibility for the qualification and actions of these first aid personnel.
- Any accidents occurring or first aid rendered to an attendee, staff or employee must be reported to the Event Coordinator immediately. The incident must be recorded on a form provided by the Isaac Taylor Garden before the close of the event.
- The Licensee may also wish to consider providing wheelchairs or scooters for their attendees as the Isaac Taylor Garden does not provide this equipment.
- Access to public concession stand areas, utilities, fire suppression equipment, heating and air conditioning vents shall not be covered or obstructed at any time by Licensee or its agents. Exit doors must have a minimum 10' clearance on both sides (ingress and egress) with no physical obstruction.

EVENT PERSONNEL

- All event workers and temporary help must wear an identification badge provided by their respective employer while working in an official capacity on the Isaac Taylor Garden property.
- Event managers and service contractors are responsible for the conduct of their personnel.
- Employees under their supervision, who do not comply with Rules & Regulations will be subject to dismissal from the Isaac Taylor Garden and may be restricted from the building or premises as deemed appropriate by Isaac Taylor Garden management.
- Restricted areas of the building labeled "Authorized Personnel Only" are off limits to all personnel except employees of the Isaac Taylor Garden.
- Normal working hours are 6:00 a.m. until 11:00 p.m.
- For all event personnel working past normal business hours, the supervisor overseeing such personnel shall notify the Isaac Taylor Garden management of the approximate working hours of his/her crew.
- Service contractors, stagehands and other contracted employees are responsible for keeping all work areas clean at all times during their occupancy of the Isaac Taylor Garden. Areas include, but are not limited to, crew check-in/out areas, break areas, loading areas and all storage areas.
- All electrical/plumbing service contractors shall ensure that all areas where electrical/plumbing connections are completed are left clean and free of debris once the event has concluded. The Isaac Taylor Garden management reserves the right to apply cleaning charges to those areas not returned to a clean condition.

FIRE DEPARTMENT REGULATIONS

- The event coordinator, service contractors and attendees must comply with the Federal, State of North Carolina, City of New Bern, Craven County, International Fire Code and National Fire Prevention Association Fire Codes which apply to places of public assembly.
- All curtains, drapes and decorations must be constructed of flame retardant material or treated with a Fire Department approved flame retardant solution. Treatment shall be renewed as often as may be necessary to maintain the flame retardant effect. Documentation of such treatment must be made available to the Event Coordinator prior to setup. No curtains, drapes or decorations shall be hung in such a manner as to cover any exit signs. All decorations are subject to inspection by the City of New Bern Fire Department.
- All hay, straw, sawdust and shavings shall be thoroughly treated with a Fire Department approved flame-retardant product, stored and maintained in a manner approved by the Fire Marshall.
- No exit door shall be locked, bolted or otherwise fastened or obstructed in any area of the contracted space. All exits, hallways and aisles are to be kept clear and unobstructed at all times. There shall be no obstruction blocking exit doors from the outside of the Isaac Taylor Garden, such as vehicles parked in front of doorways or barricades across sidewalks, etc.
- All fire fighting equipment inside the building shall not be blocked or obstructed under any circumstances. This includes all fire hose cabinets, fire extinguishers and all fire alarm pull boxes.
- All 110 volt extension cords shall be a minimum three (3) wire, #14 gauge wire when used in booths. Extension cords must be terminated with a fused end or power strip. All electrical wiring shall be installed in a manner approved by Isaac Taylor Garden management and New Bern Fire Department.
- At no time will power be left energized to exhibits in the Isaac Taylor without an authorized licensed electrician on the premises. All power to exhibits shall be turned off during non-show hours to ensure against potential fire hazards. Exhibitors requiring 24 hour power must be arranged through your service



EVENT PLAN CHECKLIST

- Initial Site Inspection
- Preliminary Floor Plan
- Hazardous Materials Notification
- Attendee Transportation
- General Schedule
- Basic Event Plan
- Food & Beverage Sample Request
- Final Floor Plan
- Certificate of Insurance
- Welcome Messages
- Hazardous Materials Removal
- Banners and Signage Approval
- Rigging/Hanging Approval
- Lock Change Request
- Key Request
- Catering Order and Concession Plan
- First Aid Personnel Qty & Schedule
- Security Plan
- Sample Security Badges
- Final Event Plan
- Pre-Event Meeting
- List of Disabled Attendees
- Food & Beverage Guarantee
- Move-in Inspection
- Move-out Inspection
- Post-Event Meeting

contractor and Isaac Taylor Garden management.

- No person shall cause or permit any open flame to be used in or for any exhibit, except when used in conjunction with a Fire Department approved heating or cooking appliance. For deviations from this policy, event coordinator must have a special permit issued by the City of New Bern Fire Department.
- All vehicles, boats, tractors, recreational vehicles and other fuel operated equipment stored or on exhibit within the Isaac Taylor Garden must be secured as follows: Disconnect battery cables, Gas caps are to be locked or taped, Fuel tanks must be no more than ¼ tank full, Liquid Propane Gas tanks must be empty.
- Ignition keys for vehicles on display shall be kept at a designated location determined in conjunction with Isaac Taylor Garden management for removal of such vehicles in the event of an emergency
- Flammable liquids and gases, including gasoline, are strictly prohibited inside the Isaac Taylor Garden during events. Storage of these liquids must be in a sealed cabinet/trailer in an area off premises from the Isaac Taylor Garden and as approved by the City of New Bern Fire Inspector.
- Storage of any kind is prohibited. All cartons, crates, containers, and packing materials that are necessary for repacking shall be labeled "EMPTY" and removed from the Isaac Taylor Garden.
- Crates, packing materials, wooden boxes, cardboard and other highly combustible materials may not be stored in the Isaac Taylor Garden.
- Whenever, in the opinion of the New Bern Fire Department, it is deemed necessary to have a Fire Inspector work an event, the cost involved will be the responsibility of the Licensee. The Fire Inspector shall be subject to the Fire Marshall's orders at all times when so employed, and shall be in uniform and remain on duty during the required times of an event.

FOOD & BEVERAGE

- All arrangements for the service of food and beverages on the Isaac Taylor property must be made through the one of the official food and beverage vendors registered with the Isaac Taylor Garden.
- Attendees ARE NOT PERMITTED to bring food and beverage onto the Isaac Taylor Garden property during contracted dates. This includes all alcoholic beverages which are regulated by the North Carolina state liquor commission. Any deviation from this policy will constitute a breach of contract with the Isaac Taylor Garden.
- Attendees wishing to distribute or dispense, without charge, samples of food, beverage and sundries related to the event, must obtain written permission from the Isaac Taylor Garden prior to the event. The Isaac Taylor Garden has the right to regulate the size of samples that are offered.

FREIGHT/SHIPMENT OF MATERIALS

- The Isaac Taylor Garden will not accept advance shipment of freight and materials. All shipments should be to the attention and are the responsibility of the Licensee and/or its designated event coordinating contractor.
- All rental equipment, freight or materials of any kind shall be picked up on the last contracted move-out hour. Failure to comply with this policy will result in the removal by Isaac Taylor Garden staff of the materials/equipment left on Isaac Taylor Garden property. The Isaac Taylor Garden shall not be responsible for any materials/equipment left after the contracted move-out day.
- It is the responsibility of the Licensee to make arrangements for storage of all crates and packing material. Crate storage is not permitted on Isaac Taylor Garden grounds. Promptly following unpacking of crated items, crates shall be removed from the Isaac Taylor Garden grounds. Crates and/or storage vessels may be returned to Isaac Taylor Garden site upon close of event.

LOADING & SETUP

- Vehicles left unattended at the loading dock/ramp for an excessive period of time, or not in the actual process of loading or unloading, are subject to being towed at the expense of the Licensee.
- Licensee and/or contractors are responsible for cleaning loading areas of all excessive trash, debris, skids and equipment. Failure to do so may result in additional charges to the Licensee and/or contractors for the costs of cleaning the dock area.
- The Isaac Taylor Garden reserves the right to require security during the event move-in and move-out.
- No parking is allowed in the Isaac Taylor Garden. Vehicles are allowed in to load or unload only. Unauthorized vehicles will be towed at the

owner's expense.

MOTORIZED VEHICLES

- No motorized vehicles may be operated in the Isaac Taylor Garden. Exceptions may be authorized by the Isaac Taylor Garden management only. Any damages resulting from motorized vehicles will be charged to the Licensee/contractor.
- A certified operator must operate all forklifts or other heavy equipment operated within the building. All operators must be in compliance with OSHA standards (sub part F 1910.66-1910.70/sub part N 1910.178). Service contractors shall provide the Isaac Taylor Garden with copies of operator's certificates.
- Building and Ground damage due to the operation of equipment will be charged to Licensee/contractor. Any operator utilizing equipment in an unsafe manner as determined by Isaac Taylor Garden management shall be subject to removal from the Isaac Taylor Garden premises.

MOVE-IN/MOVE-OUT

- Licensee is responsible for coordinating the move-in and move-out dates, procedures, schedules and logistics of the event with their Event Coordinator.
- All labor requirements for move-in and move-out and set-up of areas shall be the sole responsibility of the Licensee at the Licensee's expense.
- All move-in and move-out equipment must be through designated loading area. The front door of the building is not to be used for this purpose. Event Coordinator should verify, with Isaac Taylor Garden management, all show security arrangements and times for move-in and move-out to avoid problems with unattended equipment and materials.
- The Facility may require a "pre and post" event inspection of the licensed space. The inspection, examining the physical condition of the space, will be conducted by a designated Event Coordinator.
- Isaac Taylor Garden management may require the Licensee, at the Licensee's expense, to provide a sufficient number of security personnel to solely monitor traffic and marshalling during move-in/move-out area. The number shall be as deemed necessary by the Isaac Taylor Garden management. A schedule and location of security must be submitted to the assigned Event Coordinator.
- No forklifts, truck trailers, etc., are to be stored or left before or after the Licensed Period for any events without written authorization from the Isaac Taylor Garden management. Failure to comply with this policy may result in the removal by Isaac Taylor Garden staff of the equipment left on Isaac Taylor Garden property. The Isaac Taylor Garden shall not be responsible for any equipment left after the contracted move-out hour.

PARKING & Valet Attendant

- The Isaac Taylor Garden does not own any parking spaces.
- Convenient Public Parking spaces are available. View public parking map for details (http://www.newbern-nc.org/documents/free_parking.pdf).
- At their expense, Licensee has the right to hire an approved Valet Parking Service.

PERMITS-LICENSES

- The Licensee, contractors, sub-licensee's and their exhibitors shall be required to comply with and acquire any and all applicable Federal, State and/or Municipal permits or licenses for doing business within the State of North Carolina and the City of New Bern. Below is a listing of the related permits and licenses provided for reference only.
- Special Events Business License: City of New Bern Business License Division. This license must be applied for and paid for at least thirty (30) business days prior to the opening day of your event.
- Temporary Sellers Permit: Acquire permit at the City of New Bern Department of Taxation. The promoter or organizer of an event has the responsibility to collect and remit the taxes for their respective events.
- Floor Plan Check, Inspection Fee, Per Vendor Inspection Fee, Cooking Exhibits Fee: Acquire permit at City of New Bern Fire Prevention. In most cases, your service contractor will submit all fees and required floor plans.
- All preferred vendors of the Isaac Taylor Garden must provide proof of Business & Liability Insurance and current Business License.

PREVENTION OF FACILITY DAMAGE AND DISFIGUREMENT

- All equipment shall be set-up and/or operated as authorized by Isaac Taylor Garden management. No locks and/or chains will be placed on any door of the Facility or Garden Grounds for any reason.
- All tape and/or tape residue marks, chalk and stickers are to be removed by the Licensee at the completion of the move-out. No adhesive-backed decals are permitted to be distributed or used inside or outside the Facility.

Failure to comply with this policy may result in additional charges being assessed to Licensee to remove these items.

- No signs may be attached to any object without the prior written consent of the Event Coordinator.
- No holes may be drilled, cored or punched in the building or building equipment.
- No painting of signs, displays or other objects will be permitted inside or outside the Facility.
- Drip pans and scrap buckets are required for operating machinery to prevent lubricants, paint, etc. from staining the floor or grounds and/or causing a safety hazard. Licensee shall be responsible for any costs associated with any special clean up, damages or proper environmental disposal. For any display where soil, humus or other landscaping type materials must be approved in advance, in writing by the Event Coordinator.
- Licensee is responsible for the repair of any damage or disfigurement to the Isaac Taylor Garden property resulting from actions of the Licensee or any of its attendees, agents, employees, sub-contractors, etc. Licensee and the Event Coordinator will inspect the Licensed premises prior to and after the occupancy so as to identify any damage occurring during occupancy.

RESIDUAL MATTERS

- Licensee shall, and shall cause its servants, agents, employees and Licensee, to abide by the Isaac Taylor Garden Rules & Regulations and such other responsible rules and regulations as may from time to time be adopted for the use, occupancy and operation of the Premises and Facility. Licensee shall notify their attendees, contractor and agents of these Rules & Regulations and shall be responsible for their enforcement.
- Licensee shall also be responsible for payment of all applicable fees and charges should their exhibitors or contractors default or fail to meet their obligations, with respect to the Rules & Regulations.
- All matters, rules, regulations or deviations therefrom, not expressly provided for herein, shall be decided upon by the Isaac Taylor Garden management at his/her sole discretion. The Isaac Taylor Garden management has the right to alter and/or amend these Rules & Regulations at any time.
- For every event, the Isaac Taylor Garden management has final determination on whether the Facility is properly prepared, as defined in these Rules & Regulations, for the doors to be opened or closed to the public and/or to the event's attendees.

SECURITY

- Licensee shall be responsible for their own event security during occupancy on the premises. A schedule of the number and locations of guards must be submitted in writing to and approved by the Isaac Taylor Garden Management. In the event of a conflict or emergency, 911 will be called and the Licensee will pay for all police fees.
- Safety of all occupants is of primary concern. Any unsafe condition or activity should be immediately reported to 911 and the Isaac Taylor Garden management for corrective measures.

Locks & Keys

- A limited number of keys to gates, doors and support spaces are available for your use. Key requests should be made thirty (30) days in advance to your Event Coordinator. The Isaac Taylor Garden will issue requested keys on the first move-in hour of your event. Any keys issued to you must be returned to Isaac Taylor Garden management prior to leaving the Facilities on the last hour of the event.
- There is a charge of \$50 per lost or unreturned key. Lock changes will be charged at the prevailing rate.

JANITORIAL SERVICES

- The Isaac Taylor Garden personnel will clean common use public areas including restrooms, meeting rooms (except when utilized as event area), and association offices.
- All janitorial and cleaning service for the garden and staging area for catering begin with the opening hour of move-in and through the final hour of move-out shall be the responsibility of Licensee.
- Trash containers will be placed at strategic locations in event areas. No wood, plastic sheeting, metal, carpet, or oversized objects shall be discarded. All cardboard boxes must be flattened. Containers will be serviced by Licensee's designated service contractor.
- Requests by Licensee for additional cleaning will be charged accordingly.

COMMUNICATION SERVICE

- The Isaac Taylor Garden is not equipped to provide telephone service to the public.
- Telephones are reserved exclusively for Isaac Taylor Garden business and may not be published as an official event phone number.
- Telephone message routing for attendees of Licensee's event is the responsibility of the Licensee. The Isaac Taylor Garden's telephone operator will provide a phone number to callers if the Licensee provides a number for that purpose. It is not the responsibility of the Isaac Taylor Garden or its staff to forward any message. The Licensee should notify all event attendees, exhibitors, and staff of this policy.

SET-UP CHANGES

- The final event plan must be provided to your Event Coordinator twenty-one (21) days prior to your first move-in day. Set-up changes made one to twenty-one days prior to the first date of your event are subject to additional late charges for
- staff time at the discretion of your Event Coordinator. Requests for adjustments after set-up will be handled as expeditiously as possible and you will be advised of the approximate cost of those changes. The Isaac Taylor Garden reserves the right to charge for excessive, unplanned changes or numerous changes per day.

SIGNAGE and DECORATIONS

- Scheduled events will be displayed during event date only. The number and duration of such announcements will be subject to the availability of time and space based on the Isaac Taylor Garden's overall schedule of events and other commitments. Isaac Taylor Garden management reserves the right to determine content. Approval for any hanging signage or attaching to the Isaac Taylor Garden structures will be based upon the stipulation and guidelines stated below and must be included in the final event plan submitted to your Event Coordinator.
- The Licensee of the Facility is ultimately responsible for any damage, injury, etc. occurring out of or because of the hanging or attachment to the Facility by any attendee, exhibitor, contractor, subcontractor, representative, agent, etc. during the Licensee period.
- A written request or a plan from the service contractor for any hanging or attaching (including, but not limited to, drawings, weights, attachment *hanging /production points, etc.) must be submitted to your Event Coordinator at least thirty (30) days prior to the first day of the License period. Isaac Taylor Garden Event Coordinator will confirm whether or not the requirements fall within the Isaac Taylor Garden's approved guidelines. Isaac Taylor Garden management may, at any time, refuse permission to hang, stop, terminate or delay the hanging or attachment process if they are concerned for safety reasons or for damage to the building. The Isaac Taylor Garden Event Coordinator's decision will be final in all cases. At no time will any item be attached to walls, fabric surfaces, ceiling grid, ceiling tile or a false ceiling of the Facility. At no time will any item be attached to exterior walls, surfaces, permanent facility signage, landscaping or fencing. Exterior signage is not permitted on the city streets or right-of-way. At no time will Licensee or its agents be allowed on the roofs of the Isaac Taylor Garden Facilities. All approved beam structures or other painted structures are to be covered with a protective material before wire, cable, etc. is attached to ensure no damage occurs to painted surfaces. At no time will electrical lighting conduits, utility pipes or sprinkler systems be used as supports or as a source for attachment. Whatever goes up must come down. No wires, ropes, etc. should be left behind. All items must be completely removed before the end of the License period. Failure to comply with this policy may result in additional charges being assessed to Licensee to remove these items.
- Event signage is subject to approval in advance by your Event Coordinator. Signage requests must conform to the approval of Isaac Taylor Garden management including: types of materials for hanging and rigging, and service contractors must have Certificate of workers compensation and liability must be on file. All sign material used must be flame retardant to the satisfaction of the City of New Bern Fire Marshall.

SMOKING

- Smoking is NOT permitted inside the building. Smoking is only permitted in designated areas.

WEAPONS

- Handguns and other weapons are strictly prohibited.

CANCELLATION POLICY

- The retainer fee to reserve the Isaac Taylor Garden is non-refundable. The payment to reserve the Isaac Taylor Garden is a true retainer, and as such is non-refundable.
- When we accept a retainer fee for your event, we remove that date from our availability calendar and do not accept any other bookings for that day – it is yours! We block your date on our public calendar. This means that if you cancel your event, prospective event reservation inquiries are lost. People will not contact us to reserve your date. In turn people will find another event venue for the date we had set aside for you, resulting in a significant loss to our business. Consequently, the retainer fee is not refundable under any circumstances, or for any reason.
- If you are planning an event or wedding and are concerned about the possibility of loss of retainers paid to your photographer, venue, caterer, limo service, DJ, florist, etc. — you may wish to investigate the option of purchasing wedding insurance or event insurance or event insurance, such as www.markeleventinsurance.com
- In the event of a cancellation, while the Isaac Taylor Garden is under no obligation to do so, if The Isaac Taylor is able to re-book a comparable event on your scheduled date, a portion of the retainer fee will be refunded minus a \$100.00 cancellation fee for handling.

PAYMENT POLICY

- At time of signing the contract to reserve the Isaac Taylor Garden, a retainer fee of \$1000 is to be paid in-full.
- For events less than \$1000, the retainer fee is 100% of your reservation fee.
- The retainer fee is to be paid in-full at time of booking the reservation of the Isaac Taylor Garden.
- The remaining portion of the retainer fee is due 90 days prior to your event.
- Payment is accepted by cash, check or credit card. Checks are payable to: Isaac Taylor Garden.

DATE(s) OF RESERVATION _____

Initial Retainer Fee Amount _____

☐ PAID on DATE _____

☐ M/C ☐ VISA ☐ AMEX ☐ CASH ☐ CHECK# _____

Remaining Retainer Fee Amount _____

Remaining Retainer Fee Due Date _____

☐ PAID on DATE _____

☐ M/C ☐ VISA ☐ AMEX ☐ CASH ☐ CHECK# _____

I have read and agree to the payment terms, rules, regulations, and cancellation policy of the Isaac Taylor Garden. Signatures of Agreement:

Signature of Licensee _____

Signature of Licensee _____

Print Name _____

Print Name _____

Date _____

Date _____

Address _____

Address _____

Email _____

Email _____

Phone _____

Phone _____

Alternate contact/phone _____

Michael Lentz, signature of agreement _____ Date _____

Terms of Payment _____

Needs Assessment for Reserving at the Isaac Taylor Garden

CONTACT INFORMATION

Contact Name

Company or Organization

Phone Number

 - -

Email

Comment

FOOD & BEVERAGE DESCRIPTION

Who will be catering the food

Hors d'oeuvre

Appetizers

Main Entree

Dessert

Who will be providing the beverage license

Beer

Wine

Liquor

EVENT DETAILS AND DESCRIPTION

Type of Event (Wedding, Reception, Fundraiser, Conference, Concert)

Number of People (estimate)

Date of Event

Amount of time needed for cleanup

Event - Length of Time (start, end)

Amount of time needed for Setup

Decoration (Who will be coordinating, what elements of decor)

Entertainment (band, performers, electrical requirements, ipod)

Flowers & Table Displays (Who will be coordinating, types of elements)

Linens (who will be coordinating, type of elements)

Special Needs (Valet parking, Horse & Carriage, Barbarque, miscellaneous questions)