

# Cypress Manor

This AGREEMENT is made on \_\_\_\_\_ by (hereinafter referred to as "Renter"),  
 \_\_\_\_\_ whose address is  
 \_\_\_\_\_ and

Triangle Events Center LLC., (hereinafter "Cypress Manor"). Renter shall rent from Cypress Manor the premises located at 1040 Buck Jones Road, Raleigh, North Carolina 27606 under the following terms:

## 1) Rental Fees, Rental Time and Security Deposit

Cypress Manor's rental rate is based on minimum **8 continuous hours of rental**. Additional rental hours, exceeding the rental hours mentioned below will be charged, in increments of hours. All events must end NO LATER THAN midnight 12:00 AM. All post event clean-up / tear down by Renter shall be completed no later than 1:00 AM.

Phone:		Renter's email:	
Event Date:		Rental hours:	
Event Start Time:		Event End Time:	
Estimated Guest Count:		Type of Event	
Rental Amount:		Damage Deposit:	\$500.00
Initial Payment:		Due Date:	
Final Payment:		Due Date:	

Renter's Initial \_\_\_\_\_

Cypress Manor Representative's initial \_\_\_\_\_

An initial payment of 50% of the rental fee is required at the time of booking to secure Cypress Manor for the date of the event. This deposit is non-refundable. A damage deposit of \$500.00 shall be collected from the Renter, secured as a check made payable to "Cypress Manor". The final payment and damage deposit are due 30 days prior to the event date. Final payment is non-refundable at this time and the damage deposit is refundable pending no damage is done to venue during rental. Failure to make payment will constitute default of this Agreement.

After the event, Cypress Manor shall apply the damage deposit against payment for any damages and any other charges incurred. Security deposit shall be returned to Renter following Cypress Manor's confirmation that no damage has occurred to Cypress Manor's premises and surrounding property. Renter agrees that if the damages actually incurred exceed the amount of the damage deposit collected, then the Renter is liable for the difference and is due within 72 hours of assessment. Renter 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) Refund policy for cancellations *(The initial payment is not refundable under any circumstances)*

Six months or more before the event: If Cypress Manor can re-book the date then only the final payment and security deposit will be waived, if not, the Renter is still liable for the final contract amount.

Less than six months before the event: Cancellation is not allowed. Renter is liable for the final payment.

## 3) Vendor meetings

This time will be scheduled by our event coordinator during business hours Tuesday to Thursday 12 PM - 3 PM. The Renter has 1 hour allocated for vendor walk thru. Should the time exceed 2 hours, additional hourly fee will be applied. Cypress Manor will make every effort to accommodate scheduling, but reserves the right to rent the facility the day prior to Renter's contracted date. *All vendor meetings are by appointment only.*

## 4) Caterers

Cypress Manor has compiled an approved list of caterers for your use and ***you must choose your caterer from the approved list.*** These companies have met our strict standards before being granted the privilege of serving our clients. All food served at Cypress Manor must be prepared in a licensed and inspected facility with a Grade A sanitation rating. If you choose to have any other catering food, an additional fee of 10% of total space rental amount will be charged.

## 5) Alcohol Use

a) Self-serve alcohol is ***NOT*** permitted. Brown bagging is ***ILLEGAL*** and strictly ***PROHIBITED***.

b) Renter agrees and warrants that there shall be ***NO CONSUMPTION OF ALCOHOL BY PERSONS UNDER AGE 21.*** Further, Renter shall monitor all services and specifically acknowledges that Renter 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. Renter shall indemnify and hold Cypress Manor and its owners harmless from all liability for improper use of alcohol.

c) A North Carolina State ABC Permit is required for ***"hard liquor"*** or any drink mixed with hard liquor and a copy of the ***Special Occasion ABC Permit*** must be provided to Cypress Manor at least a week

Renter's Initial \_\_\_\_\_

Cypress Manor Representative's initial \_\_\_\_\_

before the event and displayed at the bar during the event. **Single event liability insurance** is strongly recommended for the Renter's protection. All alcohol will be consumed ONLY inside the premise.

d) Cypress Manor reserves the right to end any event IMMEDIATELY if these policies are violated.

## 6) Set Up/Tear Down & Cleanup

Set-up time shall be included in the rental time, unless other arrangements are made and clearly noted in the Rental agreement with Cypress Manor. Renter, guests, caterers, musicians and vendors shall be out of Cypress Manor one hour after the event's scheduled ending time. Clean-up of Cypress Manor will be completed no later than one hour after the end of the scheduled ending time. Renter will supply and use reasonable and adequate table coverings during the event. Table trash, cups, plates, plastic ware, cake, food, decorations, etc. will be gathered and placed in proper receptacles. All cups will be emptied into the sinks before being placed in the trash receptacles. All food items & left-over drinks have to be removed from the refrigerator and from the Bar. Failing to do that will lead to a minimum fee of \$100.00.

## 7) Venue Use

Candles with open flames are prohibited. Floating candles, votive and enclosed pillar candles in glass may be used. No rice, confetti or other unapproved "celebration materials" shall be allowed inside or outside the facility. **Smoke machines, fog machines** and sparklers are **STRICTLY PROHIBITED** inside the building. All mylar balloons have to be removed, if not will lead to removal charges. Renter is responsible for providing receptacles for disposal of extinguished sparkers and cleaning of grounds. Please check with Cypress Manor if a certain material is approved. Any violation may result in loss of partial or the full Security Deposit. The staff at Cypress Manor are not responsible with assisting cleaning, clearing, setting, modifying food, beverages, outside rental, decoration. All foods, drinks and any other materials that stain, damage or otherwise disfigure flooring, walls or any other part of Cypress Manor will incur cleaning charges based on the damage. If damage occurs, Cypress Manor will contract all repairs to be made by skilled professionals; charges for repairs will be deducted from Renter's Security Deposit. In the event that repair costs exceed the amount of Security Deposit, Renter will be responsible for the entire repair over and above the Security Deposit.

## 8) Smoking

Cypress Manor is a non-smoking facility and smoking is STRICTLY PROHIBITED. All smoking should be done ONLY on the outside away from the front porch, in the parking lot and the cigarette butts disposed of properly. The use of chewing tobacco, snuff or any other smokeless tobacco product is strictly prohibited inside the Cypress Manor. Receptacles for smokeless tobaccos or "spit-cups" found in the premises after an event will constitute immediate forfeiture of the entire Damage Deposit.

## 9) Decorations

Pictures, lamps, furniture and other day-to-day decorative accessories may not be relocated or removed from the premises. Renter agrees that if decorations are attached, it shall be attached to the walls, ceilings, existing wall decorations, woodwork, ceiling fixtures, window treatments, **ONLY** by removable

Renter's Initial \_\_\_\_\_

Cypress Manor Representative's initial \_\_\_\_\_

tapes. Renter agrees that decorations attached by the renter will be completely removed, including the tapes and disposed off in a proper manner at the end of the event. No nails, staples, screws, pins, adhesives of any kind may be put into walls, ceilings or floors. No adhesive tapes may be placed on any surfaces. **DUCT TAPES ARE STRICTLY PROHIBITED. There is a minimum charge of \$100.00 for any violation.**

#### 10) Kitchen Usage.

The kitchen is a "**washing or staging**" kitchen only and shall NOT be used for preparation of meals for guests. Caterers or serving personnel may use the designated refrigerator, ice machine, stainless steel tables/countertops for service at the event and with permission from Cypress Manor personnel. 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. Food shall be scraped into the disposal, dishes rinsed, and the sink and floor shall be clean. Caterers or serving personnel may not use the stove or oven. Failure to do so shall result in cleaning charges deducted from Renter's Security Deposit.

Please initial one -

- Use one of the **approved** catering company on the Cypress Manor vendor list. Cypress Manor catering vendors pay **10% catering fee** for using kitchen utilities.
- Use **outside** of the approved catering company on the Cypress Manor vendor list. Agrees to the **10% catering fee** or \$300.00 whichever is higher which includes the usage of kitchen (two trash can, dumpster, one prep station, one washing station, fridge and ice machine).
- Use **outside** of the approved catering company on the Cypress Manor vendor list. **NO** usage of kitchen (two trash can, dumpster, one prep station, one washing station, fridge and ice machine).

#### 11) Use of Outside Area

The outside area is available for use, weather permitting. Smoking is permitted on the outside in the parking lot only. Renter is requested to ensure that guests observe the city noise ordinance. Renter is responsible for disposing of cigarette butts in the proper receptacles. Renter shall use no nails or staples on the outside; plastic wire ties are acceptable, but must also be disposed of at the end of the event. Empty bottles, cups, paper napkins and other trash will be picked up by the Renter and disposed of at the garbage bin located behind the kitchen. Any necessary clean-up by Cypress Manor's personnel will cause retention of full Damage Deposit.

#### 12) Conduct, Behavior, and Indemnity

Renter is responsible for the behavior of their guests. Renter and guests are to conduct themselves in a responsible manner at all times and abide by the Cypress Manor policies and comply with applicable regulations and laws. Cypress Manor reserves 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 without liability. Children

Renter's Initial \_\_\_\_\_

Cypress Manor Representative's initial \_\_\_\_\_

should be supervised at all time and should at no time be allowed in the kitchen or bar areas, or outside if unsupervised. Cypress Manor shall not be responsible for injuries to unsupervised children.

Renter covenants at all times to hold harmless Cypress Manor and its 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 on or about the Cypress Manor, or to the property itself resulting from any act done, or omission by or through the Renter, its agents, contractors, employees, invitees, or any person on the premises by reason of the Renter's use or occupancy or resulting from Renter's non-use, or possession of said property and any and all loss, costs, liability, or expense resulting therefrom; and at all times to maintain said Cypress Manor premises and the surrounding property, in a safe and careful manner.

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

### 13) 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 Wake County, North Carolina. **Keep all sound amplification under 60 decibels between 9 a.m. and 9 p.m., and under 50 decibels between 9 p.m. and 9 a.m.**

### 14) Entire Agreement

The parties agree that all of the terms and conditions are contained herein and that any modification to this agreement shall be in writing. The parties hereto have set their hands on the day and year first above written.

Notes/Exceptions

RENTER'S INITIAL

Renter's Signature \_\_\_\_\_

Cypress Manor's Signature \_\_\_\_\_

DATE \_\_\_\_\_

DATE \_\_\_\_\_

PRINTED NAME \_\_\_\_\_

Renter's Initial \_\_\_\_\_

Cypress Manor Representative's initial \_\_\_\_\_