Elizabeth City Shrine Club **Rental Contract Part 1** 

The Elizabeth City Shrine Club recognizes the interest for renting its facilities to members of the Club and the general public in our community. Therefore, the Elizabeth City Shrine Club offers several rental options to the public providing the following rules and regulations (which are Part 1 of the Contract Documents) are aided by and agreed to by entering into a rental contract with the Elizabeth City Shrine Club:

#### Definitions

**OWNER**: The Elizabeth City Shrine Club, including without limitation, Sudan Temple, The Imperial Shrine of North America, it's Officers, Directors, Members, Successors, Shareholders, and Employees of any of the Foregoing. **TENANT**: Any party wishing to contract with the Elizabeth City Shrine Club (Owner) for the purpose of renting the Owner's property for the purpose of business, entertainment, or any other function. **PROPERY**: Buildings, fixtures, grounds, equipment, pier, bulkheads and waterfront.

1. The tenant shall contact the owner to schedule a date and time for the use of the facility the Rental. Contract must be completed in full and returned at least One Month before the scheduled rental date. The owner will be given the time of day that the tenant would like to enter the facility on the scheduled date.

2. The deposit will be forfeited by the tenant in the event of:

Termination of rental within 20 days of the date specified in the Rental Contract. Or Failure to leave the Owner's Property cleaned and in good condition as deemed proper by the Owner's Representative on duty during the rental as shown in part 6. Or Any violation of the contract or provision presented to and agreed on between the Owner and tenant.

- 3. The tenant will be charged the rental rate as quoted on the Rental Rate Agreement Form (which will become Part 2 of the Contract Documents) and <u>the balance will be due one Month before the date of the tenant's scheduled event.</u>
- 4. All tenants MUST purchase a public liability insurance and liquor liability, if applicable, with a company licensed to do business in North Carolina with minimum limits of at least \$1,000,000.00 combined single limit for each occurrence. A copy of the policy must be returned at least one Month before the scheduled rental date along with Part 5 the signed hold harmless/indemnification form.
- 5. The tenant will be responsible for the conduct and actions of all persons attending their function on the Owner's Property. The tenant and their guest are expected to cooperate with the Owner's Representative on site and keep the Owner's Property in the best possible condition. If any tenant or their guest act negligently or remove/damage any property of the Owner, it is agreed that the tenant will be responsible for reparation. The tenant or it's/his designated agent must be present at the facility at all times during the rental. The name or identity of this person should be provided to the owner in advance.
- 6. Any injuries incurred by the tenant, the tenant's guests, or the property of the same while on or off the Owner's Property, including injuries or incidents from consumption of alcohol, will be the responsibility of the tenant and the tenant will indemnify the Owner. Indemnity shall include costs and attorney fees.
- 7. No illegal substances or firearms are allowed on the Owner's Property. The tenant will ensure that all federal, state, and local laws including those aforementioned are upheld.
- 8. The pier and waterfront are available for use by the tenant providing the following conditions: Check availability
  - No children unless accompanied by an adult.
  - No horseplay, diving, or disposal into the water.
  - No grilling devices or open fires are permitted on the wooden structure.

- Anyone wishing to moor their boat or watercraft at the pier will do so at their own risk and any damage to the Owner's Property or the property of the tenant's guest(s) will be the responsibility of the tenant.
- 9. Decorating of the property is permitted. However, it is the tenant's responsibility to decorate and set up the tables as they desire tables, chairs, and plastic tablecloths are the only items provided for the tenant's use. The stove, ovens, warmers, and dishes are not for use by the tenant. Staples, tape, glue, or any other substance that will damage the surface(s) they are attached to is prohibited.
- 10. It is the tenant's responsibility to inform the Owner thirty days of the scheduled date of any intentions of having alcohol on the property. No alcohol can be consumed on the Owner's Property unless the tenant has rented the bar. If a permit is purchased by the Owner, all beer, set-ups, and wine must be purchased from the bar. Liquor may **not** be brought on the premises (brown bag). Items available at the bar may not be purchased by the tenant from any location other than the bar at the Shrine Club.
- 11. Tenants who wish to have their meal served by the Owner will not be allowed to make changes to their menu selections within 14 days of the scheduled date. The Owner will not be responsible for the tenant's guests who may have known or unknown allergies. It will be the responsibility of the tenant to inform their guests of their menu.
- 12. Additional time is available for those tenants who require more time to set up for their event. There will be an additional charge, which is listed on the Rental Rate Agreement Form (Part 2 of the contract documents).
- 13. It will be the responsibility of the tenant to ensure that the musical, lighting, electronic, etc. equipment of outside entertainers (bands, DJs, etc.), is properly sized for the electrical capabilities of the Owner's Property and any damages to such equipment or the Owner's Property will be the responsibility of the same.
- 14. Members may rent the Owner's Property at the member rate listed on the Rental Rate Agreement Form (Part 2 of the contract documents), for himself or his immediate family, **ONCE** in the calendar year. Any additional rentals by said member will be at the full rental price available to the general public listed on the Rental Rate Agreement Form (Part 2 of the contract documents).

\* \* \*Any requests for variances to Part 1 of the Rental Contract must be brought before the Board of Directors and be submitted in writing. If the tenant does not have proper documentation from the Board of Directors for any variance(s) from Part 1 of this agreement, the agreement form shall govern.

# Elizabeth City Shrine Club

## **Rental Contact Part 2**

(Rental Rate Agreement Form)

### Standard Rental:

Deposit for cancellation Fee as stated in Part 1 of the Rental Contract (Refundable)	\$300
Rental Rate for the Elizabeth City Shrine Club for a member (in good standing)	\$175
Rental Rate for the Elizabeth City Shrine Club for Friday or Saturday	\$600
Clean up by the Club, Fee	\$300
Rental Rate for use of the bar area (required for consumption of alcohol on premises)	\$200
Rental Rate for the Elizabeth City Shrine Sunday, Monday, Tuesday, Wednesday or Thursday	\$300
Ceramic Dish Set (dinner plate, coffee mug & water glass) Call Shirley for price	

\*\*\*All tenants are allowed to use an outside caterer who prepares the meals off-site & serves on-site only.

### Meals Catered by the Elizabeth City Shrinettes:

Accommodations for up to 200 people with the bar services available.

The Elizabeth City Shrinettes will cater functions held at our facility provided that:

- 1. The menu is chosen from our menu sheet (Rental Contract Part 3).
- 2. The minimum number of persons or the minimum dollar amount is met.
- A. Heavy Hors d'oeuvres will require a minimum of 40 people (\$9 each) or \$360.
- B. Meals will require a minimum of 70 persons (\$12 each) or \$840.

### Outside Caterers:

Outside catering companies are encouraged to rent the facilities at the Elizabeth City Shrine Club. They will be allowed to use all kitchen appliances except in the event that the refrigerator and freezer are already full. The pier will be open when available and all appliances, i.e., the hoods, stoves, warmers, etc., will be in good working condition. Any outside caterer is required to fill out the Rental Contract and furnish the Elizabeth City Shrine Club, in addition, a certificate showing they are licensed by the state of North Carolina to operate this type of business.

Rental Rate for the Elizabeth City Shrine Club for an outside caterer\$600

**Non-Profit Organizations**: Non-Profit Organizations may rent the Elizabeth City Shrine Club without use of the kitchen to conduct meetings for their own members.

Rental Rate for the Elizabeth City Shrine Club for a Non-Profit Organization \$300

\*\*\*Blue Lodges will not be charged for the use of the Elizabeth City Shrine Club

## Elizabeth City Shrine Club Part 3

Name of person(s) or orga	anization responsible for the Rental and Conta	ct Person		
Street Address	City	State	Zip Code	-
Daytime Telephone	Evening T	elephone		
Date Requested	Optional Date (if possible)	Time Reque	ested	
1. Are you a member of th	ne Elizabeth City Shrine Club? YES, NO			
2. Are you a Non-Profit Or	rganization? YES or NO			
3. Are you an outside cate	erer? YES or NO			
4. Would you like the Eliza	abeth City Shrine Club to cater your event? YE	5 or NO		
5. Will you be using the ba	ar? YES or NO if Yes what time			
-	Beer or Wine is allowed on the primase of th of this Club, the North Carolina ABC and Payi		-	<u>ss permission of</u>
7. Will you need the Club	to clean up after your event Yes or No	_		
*If you answered yes to q	uestion #1, would you like to use your one (1)	member rental rate YES o	-	
**If you answered yes to	question #4, please complete the following qu	estionnaire and Sec	tion 3-A designating yo	our menu selection.
What time would like you	r meal served?			_
If you have chosen Hors d	'oeuvres, what time would like them served?			-
If your party is above the	minimum # of plates, how many total will ther	e be?		_
***If you answered yes to	o question #3, please provide the following info	ormation:		
•	nse Number, Telephone Number y Number, Telephone Number			_ _ Contact Person,

# Elizabeth City Shrine Club

### Rental Contract Part 3 A (Menu)

Hors d'oeuvres	s: Choose 5	Price per person after minimums are met: (with meal)\$4.20 (without meal) \$9.00			
Spiced Hot Dog	gs	Sausage Ba	ls	Cheese Wafe	ſS
Orange Balls		Pimento Ch	eese Sandwiches	Nuts	
Vegetable Tray	,	Chicken Sal	ad Sandwiches	Cheese Balls	
Punch		Tostito Chip	os & Salsa	Veggie Pizza	
Spinach Dip &	Crackers	Potato Chip	s & Dip		
Steak Dinner 8	Steak Dinner 8oz. & 10oz.: Price per person after minimums are met: \$14.40 & \$15.60				
Dinner includes	s Salad, Green B	eans, Baked F	Potato, Rolls, Desse	ert, Tea & Coffee	
Buffet:	Buffet: Price per person after minimums are met: \$12.00				ns are met: \$12.00
2 Meats, 3 Veg	etables, Rolls, D	essert, Tea ar	nd Coffee.		
Meats: Choose	2				
Baked Ham	Pot Pie	Turkey	Roast Beef	Meat Loaf	
Fried Chicken	BBQ	Pork Lion	Boneless Chic	ken Breast	
Vegetables: Choose 3					
Green Beans	Pickled Beets	s Car	died Yams	Baked Apples	Green Peas
Stewed Com	Dressing/Stu	ffing Bro	ccoli Casserole	Creamed Potatoes	Cole Slaw
Congealed Sala	d Potato Salad	Fre	nch Fries	Sweet Potato Cassero	le Fruit Cups
Dessert: Choos	e 1				
Sheet Cake		Brownies v	vith Whipped Topp	oing Varie	d Desserts

Pudding with Whipped Topping Apple or Peach Cobbler with Whipped Topping

Contact Person: Shirley Elliott email elliottshirley9@gmail.com, phone 252-339-6915 Please leave a message as I may be working and unable to answer, Make check out to EC Shrinetts mail to Shirley Elliott, 219 Woodland Church Rd., Hertford, NC 27944

Elizabeth City Shrine Club

172 Chantilly Road Camden, NC 27921 252-335-7050

### **Rental Contract Part 4**

By executing this agreement, the undersigned represents that they have read Parts 1, 2, and 3 of the Elizabeth City Shrine Club Rental Contract and deem them sufficient for the proper execution of this agreement and agree to operate within the guidelines stated. This contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, representations, commitments, understanding, or agreement between the parties, either written or oral, which are not in Part 1, 2, or 3 of the Contract Documents.

\*\*\*Must be returned with deposit and Sections 3 and 5 of the Rental Contract along with any other information required.

Tenant's Printed Name:	
Number of Guests:	Date & Time:
Address:	
Phone Number:	E-mail:
Signature of Tenant:	
Date contract was mailed:	Date contract was received:
	Please Return To: Elizabeth City Shrine Club
	PO Box 2484, Elizabeth City, NC 27906
	or Bobby Spruill 179 Country Club Rd. Camden, NC
Contact Information:	

Joe Elliott	252.339.6915 / mcttp1@yahoo.com
Bobby Spruill	252.337.4768 / rwspruill1943@gmail.com
Tom White	252.336.4744 / tomw2014@yahoo.copm
To Be Completed By ECSO	C Member

ECSC Member: \_\_\_\_\_

Balance Amount:	Date	paid in	full:	

# Elizabeth City Shrine Club

### Rental Contract Part 5

### **HOLD HARMELESS/INDEMINFICATION**

Tenant/Lessee shall defend, indemnify, and hold Landlord/Lessor harmless against any loss, damage, claim, actions, suits, demands, judgments, or expense (including legal and other fees and charges), either actual or threatened, which is incurred or sustained by Landlord/Lessor, as result of or attributable to any action or inaction by Tenant Landlord/Lessee, it's agents, guest and invitees related to this lease.

I have fully read and understand the terms of this contract.

Tenant/Lessee Signature	Date
	Tenant/Lessee Printed
Insurance may be obtained from any Insurance Comp	any Licensed in North Carolina

### <u>Gatherguard.com is one Company available online that we know of our Venue # with them</u> <u>is 2769-186</u>

<u>If you intend to serve Liquor or Fortified wine, you will need to obtain a Permit from ABC</u> <u>Commission of North Carolina which is called a Limited Special Occasion Permit</u> <u>Your Insurance Certificate will have to include this liability.</u>

# <u>Part 6</u>

## **Renters Checklist for Refund**

- 1 Remove all Decorations
- 2 **Clean** all tables that were used
- 3 Put all Tables and Chairs back on racks in storage room <u>as they were</u> when you got them, (<u>You will be charged if they are not.</u>)
- 4 Sweep and mop all floors you use (You will be charged if they are not.)
- 5 You need to Remove and dispose of all Food and trash
- 6 Check with the Bartender or member present that all has been completed give them the Key to the Club if you have it.
- 7 Bartender or Member Present Will Check Thermostats, turn out lights and lock Club if no member is present turn off all lights you will be told where to put the key and Call Bobby at 252-337-4768 if after 11 pm text Bobby and leave a message that you are finished.
- 8 Thank You for your patronage, tell your Friends
- 9 If you comply with the above, the Treasurer of the Club will mail the refund to you.