

# Special Events Facility Rental Information & Agreement

Thank you for your interest in renting the North Carolina Aquarium at Fort Fisher for your special event. Please contact us with any questions. We look forward to creating your enchanted event by the sea!

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Beginning on page 5, please complete all areas following section marked "Staff Use Only."

Note: Prices are subject to change. Applicable prices are those in effect on the date a rental is booked. North Carolina Aquarium at Fort Fisher Rental Agreement: Effective May 27, 2022

## **NC Aquarium Fort Fisher- Facility Rental Prices**

The following are basic options for your special occasion. Each rental will be structured to meet your needs and expectations. A 10% discount is offered Sunday-Thursday for evening rentals in our larger galleries. Rental times may not exceed 12:30 a.m.

## Entire Aquarium, Evening Rental

The North Carolina Aquarium at Fort Fisher allows for the rental of the Entire Aquarium with a diverse use of rooms and can accommodate a very large event. Imagine the delight of your guests as they stroll through the entire Aquarium during your special event. This rental includes the magnificent Upper and Lower Cape Fear Shoals, the enchanting Conservatory and the fun and tropical deck and garden.

# Base Fee: \$3750

## Security Deposit: \$500

## Additional Time: \$500 per hour (up to 2 hours)

- 5.5-hour rental with up to 2,000 strolling guests or 350 seated with no minimum number of guests.
- 1.5-hour setup, 3-hour event and 1-hour breakdown.
- · Rental does not include tables, chairs or linens.
- Add the Auditorium with rental of the Entire Aquarium option for \$350 per hour.
- Security deposit is separate from fees and is non-refundable if rental is cancelled.

## Freshwater Conservatory, Evening Rental

The Freshwater Conservatory contains the flora and fauna found in the Cape Fear River Basin and beyond. Nearly an acre, the Conservatory's glass roof, sloping brick walkways and low-level lighting make an enchanting setting for corporate parties, receptions, family reunions, and other functions. The Conservatory is especially charming during fall and spring months. Guests can mingle amongst our new Asian small-clawed otters, alligators, freshwater fish and more. This space works well for a strolling type event with tall standing tables and limited seating. Guests will need to stay in the rented area and enter and exit from the front of the lobby.

Note: Renters are advised there may be free-roaming quail, song birds and wood ducks in the Conservatory. Potential renters with concerns are encouraged to obtain more details and explore options with the Aquarium Events Coordinator.

## Base Fee: \$2200

## Security Deposit: \$500

## Additional Time: \$400 per hour (up to 2 hours)

- 5.5-hour rental with up to 200 strolling guests with no minimum number of guests.
- 1.5-hour setup, 3-hour event and 1-hour breakdown.
- Rental does not include tables, chairs or linens.
- The Freshwater Conservatory may be rented for 1 hour as an add-on to the Upper and Lower Cape Fear Shoals or Lower Cape Fear Shoals options.
- Security deposit is separate from fees and is non-refundable if rental is cancelled.

## Upper and Lower Cape Fear Shoals, Evening Rental

This area combines the upper and lower levels of the Aquariums saltwater building. You can use the upper level for a ceremony, cocktail hour or for food setup: buffet style stations or dining tables. The lower level Cape Fear Shoals can be setup for a reception, seated dinner, dancing, beverages, etc. Located off the lower level is the garden deck available for guests to enjoy a beautiful sunset or simply an enchanting place to sit and relax with great company. Guests will need to stay in rented area and enter and exit from the garden.

## Base Fee: \$3200

## Security Deposit: \$500

#### Additional Time: \$400 per hour (up to 2 hours)

- 5.5-hour rental with up to 350 seated (180 for ceremony and reception) with no minimum number of guests.
- 1.5-hour setup, 3-hour event and 1-hour breakdown.
- · Rental does not include tables, chairs or linens.
- Add the Conservatory for 1 hour to the rental of the Upper and Lower Cape Fear Shoals option for \$400. This hour would replace 1 of the additional hours in the Upper and Lower Cape Fear Shoals.
- Add the Auditorium with rental of the Upper and Lower Cape Fear Shoals option for \$350 per hour.
- · Security deposit is separate from fees and is non-refundable if rental is cancelled.

## Lower Cape Fear Shoals, Evening Rental

This venue allows access to all galleries on the lower level of the Aquarium's saltwater building including a two-story view of the 235,000 gallon Cape Fear Shoals exhibit, largest in the Aquarium with rays, sharks and hundreds of schooling fish. Access to the deck and gardens is also allowed. Guests will need to stay in rented area and enter and exit from the garden. <u>Note that pricing for</u> Saturday rental differs from pricing for Sunday-Friday rentals for Lower Cape Fear Shoals.

### Base Fee: \$2200

# Saturday Base Fee: \$2700

## Security Deposit: \$500

## Additional Time: \$400 per hour (up to 2 hours)

- 5.5 -hour rental with up to 150 seated (75 for ceremony and reception) with no minimum number of guests.
- 1.5-hour setup, 3-hour event and 1-hour breakdown.
- Rental does not include tables, chairs or linens.
- Add the Conservatory for 1 hour to the rental of the Lower Cape Fear Shoals option for \$400. This hour would replace 1 of the additional hours in the Lower Cape Fear Shoals. Guests would use our garden path to access the Lower Cape Fear Shoals from the Conservatory.
- Add the Auditorium with rental of the Lower Cape Fear Shoals option for \$350 per hour.
- · Security deposit is separate from fees and is non-refundable if rental is cancelled.

## **Exotic Aquatics Gallery, Evening Rental**

The Exotic Aquatics Gallery contains live coral, vibrant tropical fish such as clownfish, poison dart frogs, bamboo sharks, lionfish and more. In addition, this option contains the outdoor deck and lovely garden. For a more intimate group setting, this option has a variety of functionality such as dancing on the deck or strolling through the beautiful garden. This space accommodates anything from a romantic dinner for two or a social event of 70. Guests will need to stay in rented area and enter and exit from the garden. No additional hours may be added; therefore, the rental breakdown ends at 10:30 p.m. <u>Not available on Saturdays</u>. <u>Not available for weddings.</u>

### Base Fee: \$1400

### Security Deposit: \$500

## Additional Time: No additional hours available.

- 5.5-hour rental with up to 70 seated with no minimum number of guests.
- 1.5-hour setup, 3-hour event and 1-hour breakdown.
- Rental does not include tables, chairs or linens.
- Security deposit is separate from fees and is non-refundable if rental is cancelled.

## Shark Cove, Day Rental

The Shark Cove is nestled next to our Cape Fear Shoals exhibit featuring grouper, sharks, and other fish. It is the perfect location for an intimate wedding ceremony. Guests enter through the front lobby and are directed to the Shark Cove on the lower level of the saltwater building.

#### Base Fee: \$500

## Security Deposit: \$200

## Additional Time: No additional hours available.

- 2-hour rental with up to 25 guests with no minimum number of guests.
- This venue is only available during business hours, 9 a.m. to 5 p.m.
- Rental time covers setup, event and breakdown.
- · Rental does not include tables, chairs or linens. Room has built-in benches for ceremony seating.
- Security deposit is separate from fees and is non-refundable if rental is cancelled.

## Auditorium, Day or Evening Rental

The Auditorium is the perfect setting for a daytime conference, show, or multimedia presentation depending on availability. The Auditorium is fully equipped with Wi-Fi, a 360 inch diagonal projection screen, Internet-connected computer with presentation software, Sony laser projector, Blu-ray/DVD player, five wireless microphones with stands and audio mixer, podium, professional wireless presenter with laser pointer, spotlight, LED theater lighting and surround sound audio system. The Aquarium's A/V equipment is available with rentals by submission of our A/V contract.

### Day Base Fee: \$300 per hour- minimum of 2 hours

# Evening Base Fee: \$350 per hour- minimum of 2 hours

## Security Deposit: \$300

### Day Rental Participation Fee: \$7 per person

- Seats up to 120 guests theater style or 80 guests banquet style, subject to needed layout space.
- Participation fee allows guests to view the Aquarium prior to or after rental.
- · Rental time covers setup, event and breakdown.
- Rental does not include tables, chairs or linens. Theater style setup does include chairs.
- Security deposit is separate from fees and is non-refundable if rental is cancelled.

### **Conference Room, Day Rental**

The Conference Room is the ideal setting for a daytime corporate meeting or a round table discussion. The Conference Room is equipped with Wi-Fi, a large conference table, 12 ft. Dry erase whiteboard, a projector and 110 inch diagonal screen, DVD player, ceiling mounted speakers, Internet-connected computer with presentation software, personal computer hookup, and podium. The Aquarium's A/V equipment is available with rentals by submission of our A/V contract.

# Base Fee: \$50 per hour- minimum of 2 hours Security Deposit: \$100

### Participation Fee: \$7 per person

- Seats up to 16 guests.
- 2-day rental maximum.
- Participation fee allows guests to view the Aquarium prior to or after rental.
- Rental time covers setup, event and breakdown.
- Rental includes conference table with chairs.
- Security deposit is separate from fees and is non-refundable if rental is cancelled.

#### **Classroom, Day Rental**

The Classroom is an ideal setting for small groups to have a retreat, discussion, or more intimate presentation and is equipped with tables, chairs, Wi-Fi, a projector and 110 inch diagonal screen, ceiling mounted speakers, and personal computer hookup. The Aquarium's A/V equipment is available with rentals by submission of our A/V contract.

## Base Fee: \$100 per hour- minimum of 2 hours Security Deposit: \$100

#### Participation Fee: \$7 per person

- Seats up to 40 guests.
- 2-day rental maximum.
- Participation fee allows guests to view the Aquarium prior to or after rental.
- Rental time covers setup, event and breakdown.
- Rental includes banquet tables and chairs.
- Security deposit is separate from fees and is non-refundable if rental is cancelled.

# NC Aquarium Fort Fisher - Add-ons and Extras

The Aquarium staff is pleased to provide any extras available to make your event as educational and entertaining as possible. The following programs are available based on staff and animal availability. They require advanced scheduling and must be added on to a rental no later than 30 days prior to rental.

#### **Touch Pool \$300**

- Evening rentals only; Touch Pool is otherwise closed.
- Available for Entire Aquarium and Upper and Lower Cape Fear Shoals rentals only
- Upstairs Touch Pool only; Horseshoe crabs, sea stars, stingrays and more
- Includes 2 attendants for 2.5 hours (No additional hours available.)

### Behind the Scenes Tour \$9 per person

- Available for daytime Auditorium, Conference Room, and Classroom rentals only
- 60-minute program
- A limit of 15 people per tour (Ages 8 and up)

### **Beaded Spadefish Centerpiece \$75**

 A beautiful, beaded crystal spadefish centerpiece is available for rent to integrate the theme of the Aquarium into your event. The Aquarium event staff is responsible for setup and breakdown of this item and will need to know the location of the centerpiece in your layout.

#### **Diver Demonstration \$400**

- Available for Entire Aquarium, Upper and Lower Cape Fear Shoals and Lower Cape Fear Shoals rentals only
- Interactive diver demonstration in Cape Fear Shoals
- Includes 2 divers for a 30-minute program; programs can begin no later than 7:30 p.m.
- Add a personalized sign for an additional \$50

#### **Guided Aquarium Tour \$5 per person**

- Available for daytime Auditorium, Conference Room and Classroom rentals only
- 45- to 60-minute program
- Must be scheduled from 5-6 p.m.
- A limit of 10 people per tour

#### Wedding Ceremony Direction \$175

If you do not hire a professional wedding planner, the Aquarium Events Coordinator can serve as your ceremony director at the Aquarium only.

NC Aquarium Fort Fisher - Staff Use Only:				
Event:				
Assigned Aquarium Events Coordinate	or:			
Contact Information:				
	plina Public Records Law (NC General Statue 132-1) and may be disclosed to			
third part	ties upon request.			
Rental Date:				
Month Date	Year Day of Week			
Type of Event:	reception only reunion, appiversary, hitthday, dinner, etc.)			
BrideGroom First & Last Name (if applicable):				
Bride Groom First & Last Name (if applicable):				
Company/Group Name (if applicable):				
Number attending event:	Non-profit: No Yes (501c3 required)			
EVENT DETAILS CONTACT INFO	SECURITY DEPOSIT PAYEE CONTACT INFO			
Name:	Name:			
Address:	Address:			
City: State:Zip Code:	City: State:Zip Code:			
Preferred Phone#:	Preferred Phone#:			
Alternate Phone#:	Alternate Phone#:			
Email:	Email:			
Setup Time:to	<ul> <li>*Evening rentals require at least 1.5 hours for setup beginning no earlier than 5 p.m.</li> </ul>			
Event Time:to	*Evening rentals require at least 1 hour for breakdown ending			
Breakdown Time:to				
*Day rentals may require more or less setup and breakdown	n time. Please discuss needs with Aquarium Events Coordinator.			
Referred by:GoogleCarolin	a Wedding MagazineCarolina Wedding Guide Expo			
	erfect Wedding Planner MagazineWilmington Wedding Showcase			
NC Aquarium WebsiteWedding WireLocal Caterer/Wedding Vendo				
NC Aquarium Social MediaFamily Member/Friend Other				

# NC Aquarium Fort Fisher - Facility Rental Worksheet

ltem	Evening Rental Only	Day Rental Only
Facility Venue:	<ul> <li>Entire Aquarium \$3750</li> <li>Freshwater Conservatory \$2200</li> <li>Upper and Lower Cape Fear Shoals \$3200</li> <li>Lower Cape Fear Shoals \$2200</li> <li>Lower Cape Fear Shoals (Saturday) \$2700</li> <li>Exotic Aquatics \$1400</li> <li>Auditorium Evening \$350 per hour Number of hours:</li> </ul>	Shark Cove \$500 Auditorium Day \$300 per hour Number of hours: Conference Room \$50 per hour Number of hours: Classroom \$100 per hour Number of hours:
Extra Hours:	<ul> <li> Entire Aquarium \$500 per hour</li> <li> Number of hours:</li> <li> Freshwater Conservatory \$400 per hour</li> <li> Number of hours:</li> <li> Upper and Lower Cape Fear Shoals \$400 per hour</li> <li> Number of hours:</li> <li> Lower Cape Fear Shoals \$400 per hour</li> <li> Number of hours:</li> </ul>	
Discount:	Percent: Reason: Approved by: (Aquarium Events Coordinator initials)	Percent: Reason: Approved by: (Aquarium Events Coordinator initials)
Security Deposit:	<ul> <li>Entire Aquarium \$500</li> <li>Freshwater Conservatory \$500</li> <li>Upper and Lower Cape Fear Shoals \$500</li> <li>Lower Cape Fear Shoals \$500</li> <li>Exotic Aquatics \$500</li> <li>Auditorium Evening \$300</li> </ul>	Shark Cove \$200 Auditorium Day \$300 Conference Room \$100 Classroom \$100
Add-ons, Extras and Participation Fee:	<ul> <li>Aquatic Scene Paper Lanterns \$18 each Number of lanterns: Total:</li> <li>Beaded Spadefish Centerpiece \$75</li> <li>Touch Pool \$300 for 2.5 hours only Please indicate timeframe:</li> <li>Dive Show \$400 (May begin no later than 7:30 p.m.)</li> <li>Personalized sign \$50 Please indicate start time:</li> <li>Wedding Ceremony Direction (Aquarium Only) \$175</li> </ul>	Aquatic Scene Paper Lanterns \$18 each         Number of lanterns:       Total:        Beaded Spadefish Centerpiece \$75        Behind the Scenes Tour \$9 per person         Number of People: Total:        Guided Aquarium Tour \$5 per person         Number of People: Total:        Guided Aquarium Tour \$5 per person         Rumber of People: Total:        Participation Fee \$7 per person         (Required for Auditorium Day, Conference Room and Classroom rentals only)         Number of People: Total:

Facility Venue Total:	+	\$
Extra Hours Total:	+	\$
Discount Total:		\$
Security Deposit Total:	+	\$
Add-ons, Extras and Participation Fee Total:	+	\$
TOTAL PACKAGE PRICE:	=	\$

- The rental balance is the total package price minus the security deposit.
- A partial payment of fifty percent (50%) of the rental balance is due 6 months prior to the contracted rental date.
- If rental is within 6 months, the partial payment is due within 1 week of booking the Aquarium.
- The final balance payment must be received 3 months prior to the contracted rental date.
- If rental is within 3 months, the full balance is due within 1 week of booking the Aquarium.

## Ceremony taking place at the Aquarium? \_\_\_\_\_Not Applicable (rental is not a wedding)

- Yes, my is ceremony taking place at Aquarium.
  - Aquarium Ceremony Location: \_\_\_\_Conservatory \_\_\_\_Upper Cape Fear Shoals \_\_\_\_Lower Cape Fear Shoals
  - All wedding rehearsals need to be scheduled Monday-Friday based on availability with immediate wedding party only. Prior arrangements must be made for rehearsals no later than 30 days prior to rental, so please contact the Special Events Department.
  - Ceremony Rehearsal Date: \_\_\_\_\_(Mon. -Fri.-must be scheduled with Aquarium Events Coordinator)
  - Number attending ceremony rehearsal (estimated) \_\_\_\_\_\_\_
- \_\_\_\_ No, I am planning an outdoor ceremony and the Aquarium is my back-up ceremony location.
  - Plan a 6 p.m. beach wedding place on your invitations the following: {In case of inclement weather, the ceremony will be held at the North Carolina Aquarium at Fort Fisher at 6:30 p.m.)
  - If the Aquarium is to be utilized for the ceremony, with a 1.5-hour setup required, we will get your guests in as close to 6:30 p.m. as possible or immediately after your contracted setup time if more setup time is required. If this is the case, make sure the invitation indicates the correct time.
  - A Plan B layout for your rental will be created, please make sure all contracted vendors know of the plan.
  - I understand a back-up ceremony cannot start at the Aquarium prior to 6:30 p.m. \_\_\_\_\_(initial here)

\_\_\_\_No, I am planning an indoor ceremony offsite.

• Please discuss ceremony start times with Aquarium Events Coordinator.

## Having alcohol at your event? \_\_\_\_\_Yes \_\_\_\_ No

- If yes: \_\_\_\_\_Beer \_\_\_\_\_Wine \_\_\_\_Champagne
- I agree to hire a caterer who can supply a bartender who holds insurance to cover alcohol liability. \_\_\_\_\_ (initial here)
- I agree to bar service ending 30 minutes prior to the end of the contract rental time. \_\_\_\_\_(initial here)
- I understand that no liquor is permitted onsite at the Aquarium. \_\_\_\_\_(initial here)

### Need A/V equipment? Please contact DJ or band first prior to contracting services through Aquarium. \_\_\_\_\_Yes \_\_\_\_ No

- Please check what you will require for your event.
  - Podium (Available for all rentals)
  - Internet-connected computer with presentation software (Conference Room and Auditorium rentals only)
  - Personal computer hookup (Classroom and Conference Room rentals only)
  - \_\_\_\_Overhead projector with screen (Classroom, Conference Room and Auditorium rentals only)
  - \_\_\_\_\_Microphone (Auditorium and Evening Gallery rentals only)
  - \_\_\_\_\_DVD player (Auditorium rentals only)
  - I have spoken to the Aquarium Events Coordinator about my A/V needs. \_\_\_\_\_(initial here)

# NC Aquarium Fort Fisher - Facility Rental Conditions and Policies

<u>Hours and Availability</u>: The Aquarium is open daily 9 a.m. to 5 p.m. year-round except for Thanksgiving and Christmas. The Aquarium reserves the right to charge a Holiday Premium Fee for rentals occurring on or near holidays. Please contact the Aquarium Events Coordinator for specific dates. Evening rentals may begin following the facility's public closing at 5:00 p.m. NO early setup is allowed. The event setup, cleanup and breakdown are to be completed within the contracted time frame. Rentals must conclude no later than 11:30 p.m., with breakdown beginning immediately afterwards.

**Exceptions and Restrictions:** (1) Non-profit, private and commercial users may rent the designated spaces subject to Aquarium availability and approval. (2) The primary concern of the Aquarium is the safety and well-being of the animals in our care. To support these concerns and to ensure the overall safety and needs of the renter group, the Aquarium reserves the right to move or terminate the location of any event. (3) 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.

#### **Rental Space and Exhibits:**

- To ensure adequate setup time for the Aquarium and vendors, guests may no enter for evening rentals earlier than 6:30 p.m., and rentals must end no later than 12:30 a.m. including breakdown.
- Clients and guests may not utilize or occupy areas that are not rented, including for photos.
- Rentals for weddings and receptions may use the Conference Room and/or Classrooms beginning at 4 p.m. the day of the rental for getting ready prior to the event. Use must be approved by Aquarium Events Coordinator.
- The lights in all exhibits go out at 11:30 p.m. or at the end of your event time, prior to breakdown beginning. The Aquarium staff and the animals in our care thank you in advance for your consideration in these matters.
- The client is responsible for ensuring the Aquarium premises are restored to their original condition immediately following the rental's conclusion.
- The Aquarium Reef playground may remain open during your rental. Play will be at your own risk with parental supervision
  required. The Aquarium is not liable for any injury and reserves the right to ask guests to exit the area. Playground is not
  guaranteed to be open during your rental.
- The Aquarium strives for 100% exhibit operation, but some exhibits are occasionally closed for maintenance. No discounts
  or refunds will be made for these closures. The Aquarium reserves the right to change and renovate exhibits as needed
  and/or required. The renter will be made aware of any potential changes in rental space. Renovations and/or changes do
  not permit a discount on rental or refund of the down payment or any monies already paid.

## Aquarium Staff:

- The Aquarium Events Coordinator that reviews the rental agreement with you may or may not be the Coordinator working
  your rental.
- An Aquarium Events Coordinator, Security staff and housekeeping staff will be present throughout the duration of the
  rental to ensure timely setup and breakdown, to maintain the safety of guests, exhibits and Aquarium grounds throughout
  the rental and to enforce the policies contained in this contract.
- Aquarium staff are not responsible for the direction of ceremony unless services are rented by client.
- Aquarium staff are not responsible for the setup or breakdown of any items that have not been rented through the Aquarium including tables, chairs, linens or decor.

#### Vendors:

- The client is responsible for communicating all service provider requirements to the appropriate parties including, but not limited to, caterers, wedding coordinators, musicians, DJs, photographers, decorators, florists, rental companies and guests involved with the logistics of the event. Failures of service providers to meet the Aquarium's requirements will result in additional charges applied to the client.
- To ensure the proper use and care of facilities and equipment, the Aquarium requires the client to designate a professional, family member or friend who is not a member of the wedding party as the Day-of Coordinator to be responsible for client obligations on the day of the rental. The Day-of Coordinator will serve in the capacity of decision-maker on behalf of the client with all vendors including the caterer, florist, DJ/band, etc. and will collaborate with the Aquarium Events Coordinator and Aquarium staff during the rental and must be onsite at the Aquarium during designated setup time.
- Contact information for all vendors who will be onsite on the rental date must be provided to the Aquarium Events Coordinator at least 30 days prior to the rental date.
- Vendors are not permitted to arrive for setup earlier than 30 minutes prior to setup start time without prior arrangement with the Aquarium.

#### Food, Catering and Beverages:

- Alcoholic beverages are limited to beer, wine and champagne only (no more than 16% alcohol) and are permitted if approved prior to the rental by the Director of the Aquarium. The client is responsible for hiring a caterer that has insurance to cover alcohol liability and can provide bartending services. A bartender is responsible for the serving of all alcoholic beverages directly to guests. Bottles of alcohol such as wine cannot be placed on tables for self-service. Additionally, bartenders may not pre-pour alcohol drinks to be set out for guests to help themselves and must attend the bar at all times. Please note:
  - Hard liquor is explicitly prohibited on Aquarium property and is a term of cancellation, forfeiture of security 0 deposit and payment reimbursement of any kind if liquor is suspected.
  - 0 The legal drinking age in North Carolina is 21 years old. (Bartenders will card as necessary.)
  - Self-serving of alcoholic beverages is NOT allowed. 0
  - o Open containers may NOT leave the Aquarium.
  - Alcohol will not be served for the last 30 minutes of the event, but the bar will remain open to serve non-alcoholic 0 beverages. "Last Call" for alcohol will be made within at least 20 minutes past the last hour of the event.
  - It is the responsibility of the client to work with a caterer who can implement these alcohol related policies. 0
- For clients considering monetary exchange for guests' admittance into an event where alcohol is served, i.e. cash bars, ticket sales, membership fees, donations, etc., client must obtain a Special One-Time Permit though North Carolina ABC Commission. Cash bars are limited to non-profit organizations only who must obtain a Special One-Time Permit from the North Carolina ABC Commission. All ticketed events, must get prior approval by the Aquarium Events Coordinator.
- Food must be provided and served by a health department inspected, insured and permitted caterer or food service provider. An exception can be made for cakes, Events must be serviced by the caterer throughout the entire event; drop-off service is not permitted unless approved by the Aquarium Events Coordinator. A list of caterers who have met the standards required by the Aquarium is available for you to review at your convenience. Other caterers who possess a county business license, liability insurance and current health score may be used with prior approval of the Aquarium Events Coordinator. Caterers being requested who are not on our current Successful Catering List must be approved prior to your contracted rental with our Caterer Approval Form before contracting. Caterers are required to have and provide copies of their liability insurance to the Special Events Department prior to the rental.
- The caterer and/or client are responsible for equipment setup, breakdown, removal of food and beverages and cleanup and breakdown within the contracted rental period. A meeting between the Aquarium Events Coordinator and a new caterer is required before the contracted rental with a layout, timeline and checklist returned to the Aquarium Events Coordinator 30 days prior to your rental date.
- The Aquarium appreciates any attempts by caterers and renters to use sustainable products, serve sustainable seafood, and recycle waste products. Please inform us of the recyclable containers you will need. We strongly encourage clients to use environmentally friendly products; china is preferred for food and beverage. We strongly discourage the use of single-use, disposable items like individual water bottles, Styrofoam products, etc.
- Client agrees to provide a guest meal to all Aquarium staff present during the rental if rental time exceeds 2 hours.

#### **Decorations:**

- All centerpieces and decorations (including plants) must have prior approval from the Aquarium Events Coordinator. This is to ensure the health and well-being of the animals in our care.
  - o No open flames, sparklers, sky lanterns, etc.
  - No live animals, including dogs and other pets in ceremonies and fish in centerpieces or as favors. 0
  - No balloons as decorations.
  - o No rice for bride and groom exit.
  - Decorations should not be attached to any parts of the building; decor must be free standing. 0
  - Decorations may not impede the operation of emergency equipment, nor block exits. 0
- Arrangements to drop off items prior to the rental date may be made with the Aquarium Events Coordinator.
- All items belonging to and/or rented by the client and vendors must be removed from the facility directly following the conclusion of the event during the breakdown time. The Aquarium assumes no responsibility for loss of any items left behind at the facility belonging to the client or associated vendors. Items left by the renter more than 14 days may be disposed of.

#### AV Media:

 All media (CDs, DVDs, flash drives, videos, slideshows presentations, etc.) to be facilitated by Aquarium staff during the rental using Aquarium equipment must be submitted no later than 1 week prior to the rental.

## **Conduct and Smoking:**

- At its discretion, the Aquarium reserves the right to limit the rental time and/or noise level in approved areas. Client and/or guests may not use areas not previously specified in rental contract. Renters may not loiter outside their approved rental space (specifically classrooms, conference room and auditorium).
- Use of any restricted or illegal substance onsite by or on behalf of the responsible contracted rental party, service provide rs, and their guests will result in immediate expulsion from the property, rental cancellation without refund and notification of the proper authorities and law enforcement officials in accordance with the laws of the state of North Carolina.
- To ensure the safety of guests, Aquarium Staff and Aquarium property, the Aquarium reserves the right to require any
  person to immediately leave the Aquarium grounds who:
  - o Is behaving in a manner consistent with intoxication.
  - o Is belligerent toward guests and/or Aquarium staff or representatives.
  - o Destroys or threatens to destroy Aquarium property.
- Smoking, including e-cigarettes is absolutely prohibited in all indoor areas. The designated smoking areas outside the Aquarium are:
  - o Concessions deck (after 5 p.m.)
  - o Outside the turnstile gate near handicapped parking.

### Cleaning and Damage:

- A standard cleaning fee for the rented spaces is included in the rental fee which includes:
  - o Cleaning bathrooms
  - o Vacuuming
  - o Taking out recycling and trash
- The client responsible for the rental of the Aquarium assumes all liability during and as a result of the activity or event. The Aquarium reserves the right to charge the client additional fees as a result of extra security and other Aquarium staff time, excessive cleaning or incurred damage. Any and all damage incurred will be the responsibility of the client and will be subject to forfeiture of the original security deposit in full. Any additional charges deemed necessary to restore the facility and its property to its original condition will be billed.

#### Greeters:

The client is responsible for having a "greeter" at the front entrance of the Aquarium. The greeter is to be in place 15 minutes prior to the start time and remain throughout guests' arrival. The greeter should welcome the guests, ensure that they are event attendants and inform them of special instructions. Once the event has commenced, the doors will be locked and the greeter no longer needs to remain at the front. The doors must remain locked whenever the front is unattended during the event.

#### **Photography:**

- Photography is limited to the spaces and times rented in this contract unless previously arranged with Aquarium Events Coordinator no later than 14 days prior to rental. If the Freshwater Conservatory is added on for 1 hour, photos may only be taken in that space during that added hour, not during setup time or after rented time. Client is responsible for communicating policies to photographer.
- Photography sessions on the Aquarium grounds outside of rented hours are available to rent by the hour and can be scheduled through the Aquarium Events Coordinator.

#### Wedding Rehearsal:

- All rentals including a wedding ceremony will be offered a complimentary 1 hour rehearsal time which must be scheduled with the Aquarium Events Coordinator no later than 30 days prior to the rental date. The rehearsal must begin by 5 p.m.
- Aquarium staff are not responsible for the direction of ceremony rehearsal unless services are rented by client.

# **Observers:**

- The Aquarium reserves the right to bring in potential clients in during a rental for discreet observation.

#### Confirmation, Security Deposit, Payments, Cancellation and Rescheduling:

Confirming a Date: The applicable security deposit and signed agreement must be submitted together to reserve the date and time for a rental. No money will be taken by Aquarium prior to receiving a completed, signed contract. Date is not confirmed or guaranteed until contract and deposit are both received by the Aguarium.

Security Deposit: The security deposit does not go toward rental fees. The security deposit is kept separate from fees in case of damages or incidentals during rental. Any remaining deposit will be refunded after rental. The security deposit is non-refundable if client cancels rental.

Deposit Refunds: A refund of the security deposit will be issued if all the conditions and terms are met as defined by this contract. State policy requires a Social Security/Federal ID number (Substitute W-9 Form) to process a refund of check, money order, or cash; this requirement is not for tax purposes. The refund may take up to 30 days from the time it is requested. If the security de posit is paid with American Express, Discover, MasterCard or Visa, the payee's Social Security number is not required. Hourly fees will be prorated and charged to your account for the time that your rental runs over its contractual time. The Aquarium reserves the right to charge the rental group additional fees as a result of additional time for extra security, event 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.

Payments: All payments, once received by the Aquarium are non-refundable if the client cancels rental. Fifty percent (50%) of the rental balance is due 6 months prior to the contracted rental date. The final payment must be received 3 months prior to the contracted rental date. Invoices will be sent prior to contracted payment due dates with updated balances. Any payments made prior to the final payment due date are also non-refundable (with the exception of the refundable security deposit if rental stays in compliance with agreement and client does not cancel rental). Payments may be made by check, money order, cash, American Express, Discover, MasterCard or Visa.

Cancellation Agreement: Money paid to the Aquarium is non-refundable, once received. The exception is the security deposit, which is refunded after the rental, and ONLY after the rental has been determined to have stayed in compliance with agreement. The security deposit is <u>non-refundable</u> if client cancels rental. All rental cancellations must be submitted in writing.

Rescheduling Agreement: If requesting to reschedule within 6 months of contracted rental date a rescheduling fee in the amount of your original deposit is required to confirm the reschedule. If requesting to reschedule more than 6 months prior contracted rental date, no fees will be applied. All monies paid to the Aquarium will be transferred to new date in both cases. All reschedules will be accommodated based on availability and space. All rental rescheduling requests must be submitted in writing.

- Exceptions: Some exceptions can be made to the rescheduling agreement. These exceptions would be for reschedules requested within 6 months of the event. In the event of these exceptions a rescheduling fee would be waved even within 6 months from the rental.
  - 0 Military deployment for couple only
  - Death in immediate family (parents, grandparents, siblings, and children) 0

Unforeseeable Circumstances Agreement: In the case of extreme circumstances due to hurricanes, flooding or other natural disasters, snow/ice, fire, government action, contagion, epidemic, pandemic, explosions, infestations, acts of terrorism, civil disorder, war, curtailment of transportation or other unforeseeable severe occurrences the Aquarium may cancel your rental. You will have the option to reschedule your rental and your rescheduling fee will be waived. If you choose to cancel instead of rescheduling your rental, you will be refunded all monies paid to the Aquarium. The Unforeseeable Circumstances Agreement does not apply unless your rental is within the next 2 months.

Hurricanes/Natural Disasters: If Pleasure Island (Carolina Beach, Kure Beach and Fort Fisher) is closed to traffic due to a hurricane or natural disaster, the Aquarium will not host the rental. If a hurricane, natural disaster, or other extreme emergency threatens the area but road transportation is still allowed by law enforcement, the Aquarium retains the discretion to determine whether the Aquarium will remain open for the rental to proceed.

Client is responsible for all payment deadlines, understanding that if fees are not paid based on the payment schedule listed above, the Aquarium is not required to host the event and the rental may be cancelled.

\*I have read and understand the above policies. (initial here)

This page must accompany a security deposit to reserve a date.

#### LIABILITY RELEASE AND EXPRESS ASSUMPTION OF RISK

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. The North Carolina Aquarium at Fort Fisher reserves the right to refuse alcoholic beverages to any individual that appears intoxicated.

I hereby agree to assume all obligations and liabilities, and to indemnify, defend, and hold harmless the North Carolina Aquarium at Fort Fisher, its employees, volunteers, officers, trustees, and agents from any and all acts, claims, losses, attorney's fees, damages, demands, or actions brought against the North Carolina Aquarium at Fort Fisher by any person, private citizen, entity, group, governmental agency, or body, which are occasioned or caused directly or indirectly by Client's use of the North Carolina Aquarium at Fort Fisher facilities or by the acts or negligence of the Client's agents, employees, or invitees or by Client's public performance or playing of music, musical performances, or their audible entertainment.

In consideration of being allowed to setup equipment at and access the North Carolina Aquarium at Fort Fisher property, I hereby personally assume all risks in connection with my actions while on the Aquarium property and, for any harm, injury, or damage that may befall me, 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.

I hereby acknowledge with my signature a full understanding of the specific conditions of the rental agreement and agree to abide by these conditions and terms. I agree to pay the Total Package Price and any additional fees incurred.

In the event that any information contained within this contract is found to be fraudulent, all monies collected will be forfeited and the rental will be cancelled.

By signing this agreement, I am agreeing to pay the balance no later than <u>90 days</u> prior to my rental date.

#### Renter Signature:

X						
	Renter Group Contact Signature	Date				
	(Must be signed by payee - check or cardholder)					
x						
A_	Printed Name					
NC Aquarium a	t Fort Fisher - Staff Use Only:					
X_						
	Aquarium Events Coordinator Signature	Date				
X						
_	Printed Name					
	Please return pages 6-13 of this	Rental Guide with deposit to:				
	N.C. Aquarium a	t Fort Fisher				
	900 Loggerhead Rd., Kure Beach, NC 28449					
	Or by fax to: (910) 458-6812	Attention: Special Events				
	This page must accompany a secu	rity deposit to reserve a date.				