

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. **PROPERTY:** 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 **the balance will be due one Month before the date of the tenant's scheduled event.**
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). This Contract may be voided by the owner up to 30 days prior to the event after which the renter must consent, have paid all fees and provided all documents required.

* * *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.

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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:

Accommodation 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 people or the minimum dollar amount is met.
 - A. Heavy Hors d'oeuvres will require a minimum of 40 people (\$9 each) or \$360.00
 - B. Meals will require a minimum of 70 persons (\$15 each) or \$1050.00

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

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Part 3

Name of person(s) or organization responsible for the Rental and Contact Person

Street Address City State Zip Code

Daytime Telephone Evening Telephone

Date Requested Optional Date (if possible) Time Requested

1. Are you a member of the Elizabeth City Shrine Club? YES, NO _____

2. Are you a Non-Profit Organization? YES or NO _____

3. Are you an outside caterer? YES or NO _____

4. Would you like the Elizabeth City Shrine Club to cater your event? YES or NO _____

5. Will you be using the bar? YES or NO if Yes what time _____

6. **Absolutely no Alcohol, Beer or Wine is allowed on the primase of the Elizabeth Shrine Club without the express permission of the Board of Directors of this Club, the North Carolina ABC and Paying for the use of the Bar,**

7. Will you need the Club to clean up after your event Yes or No _____

*If you answered yes to question #1, would you like to use your one (1) member rental rate for the calendar year?
YES or NO

**If you answered yes to question #4, please complete the following questionnaire and Section 3-A designating your menu selection.

What time would like your 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 there be? _____

***If you answered yes to question #3, please provide the following information:

Legal Business Name, License Number, Telephone Number _____

Insurance Company, Policy Number, Telephone Number _____ Contact Person,

Mailing Address _____

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Rental Contract Part 3 A (Menu)

Hors d'oeuvres: Choose 5

Price per person after minimums are met: (with meal)\$ 9.00

Spiced Hot Dogs	Sausage Balls	
	Pimento Cheese Sandwiches	
Vegetable Tray	Chicken Salad Sandwiches	Cheese Balls
	Tostito Chips & Salsa	Veggie Pizza
Spinach Dip & Crackers	Potato Chips & Dip	

Dinner includes Salad, Green Beans, Baked Potato, Rolls & Tea

Buffet:

Price per person after minimums are met: \$15.00

2 Meats, 3 Vegetables, Rolls, Dessert, Tea and Coffee.

Meats: Choose 2

Baked Ham	Turkey	Roast Beef
Fried Chicken BBQ	Pork Lion	Boneless Chicken Breast

Vegetables: Choose 3

Green Beans	Pickled Beets	Candied Yams	Baked Apples	Green Peas
Stewed Com	Dressing/Stuffing	Broccoli Casserole	Creamed Potatoes	Cole Slaw
Potato Salad		Slice Potatoes	Sweet Potato Casserole	butter Beans

Dessert: \$2.00 per person

Varied: Pies, Cakes, Brownies & Cookies

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 Shrinettes 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 ECSC Member

ECSC Member: _____

Balance Amount: _____ Date paid in full: _____

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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 Company Licensed in North Carolina

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

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

Part 6

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 **as they were** when you got them, (**You will be charged if they are not.**)
- 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.