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 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 **the balance will be due one Month before the date of the tenant's scheduled event.**

4. **All tenants MUST purchase 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 always be present at the facility 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.
- **No outdoor Equipment using electricity or water is allowed without permission of the Rental Manager.**

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 set-ups, 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 Elizabeth City Shrine Club. **If the tenant has a ABC permit (He or She) must purchase the beer prior to the event and has to serve it like the alcohol, no cost. The tenant will need to set up a bar in the Main Room with a designated bar tender to serve all alcohol. A List of the Beers wanted must be submitted and paid for at least 30 days prior to the event, it will be stored in the refrigerator in the kitchen for your access.**

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 may be available for those tenants who require more time to set up for their event. There will be an additional charge, which will be one half of the rental rate listed on the Rental Rate Agreement Form (Part 2 of the contract documents). Will need to check with the Rental manager to see if the date is open One month before.**

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.

Elizabeth City Shrine Club

Rental Contact Part 2

(Rental Rate Agreement Form)

Standard Rental:

Deposit for cleanup & 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
Rental rate for the day before or the day after a event ½ the event rate	
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 Club Sunday, Monday, Tuesday, Wednesday or Thursday	$300
Deposits for a Members in good Standing	$0.00
Bar Rental rate for a member in good Standing	$100.

***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 230 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 3A).
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

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 ½ RENTAL RATE (with 501c)

***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 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. **All soft drinks and bottled water must be purchased from The Elizabeth City Shrine Club, we provide Pepsi Products at $1.00 ea. All others will be $1.50 ea. We will need a list at least 1 month in advance of the event and paid for the bar to be open.**

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_____

Elizabeth City Shrine Club

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	Meatballs
Spinach Dip & Crackers	Potato Chips & Dip	

Buffet: *Price per person after minimums are met:* $15.00

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

Meats: Choose 2

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

Vegetables: Choose 3

Green Beans	Candied Yams	Baked Apples	Green Peas
Stewed Corn	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 (Shirleycare5@yahoo.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, 218 Woodland Church Rd., Hertford, NC 27925

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:
*27921*_____

*Phone Number: _252-337-4768__ 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:* _____

Elizabeth City Shrine Club

Take or send this to your insurance agent the last part in red and underlined must be included in your insurance policy

The parties to this contract recognize and acknowledge that SHRINERS INTERNATIONAL and SHRINERS HOSPITAL FOR CHILDREN are not parties hereto and are not bound by the terms of this contract. (Shrine Entity) is not authorized to act as the agent for SHRINERS INTERNATIONAL nor SHRINERS HOSPITAL FOR CHRILDREN herein. Not withstanding the foregoing. Nothing stated herein shall act to defeat or negate any rights that either SHRINERS INTERNATIONAL and SHRINERS HOSPITAL FOR CHILDREN may have as third-party beneficiaries to this contract.

(Shrine Entity) hereby agrees to indemnify, defend and hold harmless both SHRINERS INTERNATIONAL and SHRINERS HOSPITAL FOR CHILDREN for any claims, causes of action, or lawsuits that may be asserted against SHRINERS INTERNATIONAL and SHRINERS HOSPITASL FOR CHILDREN arising from the terms of this contract.

The Below Statements must be included with all contracts issued for the renting of The Elizabeth City Shrine Club Holding Corporation property.

Give this to your insurance agent and make sure it is included in your policy

In further compliance with s334.2 of the bylaws of Shriners International.

(1) In all liability insurance policies written for the temple, its Shrine clubs, units, holding corporations and appendant and affiliated entities, the following shall be included as additional insureds, with respect to the operations and activities covered under it policies: "**Shriners International, an Iowa corporation, and Shriners Hospital for Children, a Colorado Corporation, and all their affiliated corporations, entities and association.**"

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

Eventsured.com (888) 882-5902 ext. 116

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

Elizabeth City Shrine Club

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.