

THE Terraces ON SIR TYLER

1826 Sir Tyler Drive | Wilmington, NC 28405 | P 910-473-5550 | F 910-762-9860 | www.terracesonsirtyler.com

Today's date: _____

Name of Lessee: _____

Name of Event/Meeting: _____

MLS WILL NOT RENT A ROOM TO AN ORGANIZATION, CORPORATION, PARTNERSHIP OR INDIVIDUAL WHERE THE LESSEE'S PURPOSE COMPETES WITH MLS'S PROGRAMS, SERVICES, COURSES OR ITS OWN BUSINESS INTERESTS.

Lessee shall rent from the Multiple Listing Service of the Wilmington Regional Association of REALTORS®, INC ("MLS") the Terraces on Sir Tyler as specified in the Additional Conditions (attached) located at 1826 Sir Tyler Drive, Wilmington, North Carolina:

Date of Event: _____

Event Start and End Time: _____

**Duration of the event/meeting as well as special needs and requirements will determine the allotted time one has for set up and break down (standard- 1 hour for set up and 1 hour for breakdown).*

Initial Expected Attendance: Appx. _____ Guests

Please check all that apply:

**Terraces are included in ballroom rental*

Ballroom A & B		Ballroom A		Ballroom B	
Classroom & Conference Room		Classroom Only		Conference Room Only	

PLEASE READ CAREFULLY TO FULLY UNDERSTAND YOUR RESPONSIBILITIES

1. Rental Rate. The Rental Rate shall be determined by location, day of week and amount of time needed. In the event that a business check(s) is returned or credit card is declined for insufficient funds, the Lessee must present full payment in cash, money order, or certified check within twenty four (24) hours of notification, including a twenty-five dollar (\$25) penalty or contract is null and void and all Deposits are forfeited. MLS does not accept personal checks.

Failure to make payment timely terminates this Agreement.

Rental Rate Payment shall be due 14 days prior to the event.

2. Deposit. A Deposit is required and shall be collected from the Lessee at the time of signing. The Deposit shall be secured and subjected as a charge to a major credit card. Following the event/meeting year, the MLS shall apply Deposit against payment for any damages and any other charges incurred, and net amount shall be due and payable to the MLS by Lessee. Any unused portion of the Deposit shall be returned to Lessee. The Deposit shall be returned to the Lessee following the MLS's confirmation that no damage has occurred to the premises, and surrounding property. Lessee agrees that if the damages actually incurred by the MLS exceed the amount of the Deposit collected, then the Lessee is liable for the difference. Lessee 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. The Deposit amount for All-Day Rentals (10am to 11pm) is FIVE HUNDRED DOLLARS (\$500). Any event expecting an attendance of three hundred (300) or more people is

required to put down a ONE THOUSAND DOLLAR (\$1,000) Deposit. Events to be held within business hours (Monday-Friday 8:00am-5:00pm) are required to put down a Deposit of THIRTY PERCENT (30 %) of the Rental Rate.

Lessee Initials _____

3. Program Cancellation Policy. Deposits received are NON-REFUNDABLE. If Lessee cancels the Event/Meeting with less than a 60-day notice, 50% of Rental Rate is due and payable. The MLS shall not be liable for non-performance of this contract when such non-performance is attributable to labor troubles, disputes or strikes, accidents, governmental regulation limiting or restricting use of the facility, travel or transportation, non-availability of food, beverage, or supplies, riots, national emergencies, terrorist acts, acts of GOD and any other causes, whether enumerated herein or not, which are beyond the reasonable control of the MLS and which prevent or interfere with the MLS’s performance. In such event, the MLS shall not be liable to the Lessee for any damages, whether actual or consequential, which may result from such non-performance but shall be liable only for refunding to Lessee any Deposits being held.

Lessee Initials _____

4. Registration. Even though tentative space requirements are made, assignments are subject to change. Management reserves the right to make final space allocations. Inform pre-registrants that the telephone number for messages while attending the program is (910) 473-5550. All messages will be held at the reception area during regular business hours.

If registration space was requested, the assigned pre-function area will be designated by a registration sign. Use the assigned space only; tables or chairs should not be moved from other locations without consulting the Representative. Registrations not held in the pre-function area can only be held in the assigned meeting room.

Lessee Initials _____

5. Lessee Responsibility.

(a) Lessee agrees to be completely responsible for any and all damages which may occur, either as the result of negligence, accidents or intentional acts of Lessee, guests, invitees and/or vendors secured by the Lessee or the MLS on the “Premises” which is defined as all of the real property located at 1826 Sir Tyler, Wilmington, NC.

(b) All foods, drinks and any other materials that stain, damage or otherwise disfigure flooring, walls or any other part of The Terraces on Sir Tyler will incur cleaning charges to remove the damage. If damage occurs, MLS will contract with skilled professionals for all repairs; charges for repairs will be deducted from Lessee’s Deposit. In the event that repair costs exceed the amount of Deposit, Lessee will be responsible for the entire repair over and above the Deposit.

(c) Lessee warrants that s/he shall remain at the Premises during the Usage Term.

(d) Lessee shall provide to the Entities, as that term is defined herein, certificates of insurance and bonding for any vendor secured by Lessee prior to event.

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

Lessee Initials _____

6. Conduct of Event. For the duration of the event, the Lessee and its guests must abide by MLS policies and comply with applicable regulations and laws. Lessee is responsible for the actions of guests and for any damages or losses incurred during the event. The MLS has 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 or in a manner not befitting MLS. MLS reserves the right to exclude or remove any undesirable persons from the event and Premises without liability.

Lessee Initials _____

7. Indemnity. Lessee covenants at all times to hold harmless the Entities, as that term is defined herein, and all of their 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 or chattels, on or about the Premises, or to the property itself resulting from any act done, or omission by or through the Lessee, its agents, contractors, employees, invitees, or any person on the Premises by reason of the Lessee’s use or occupancy or resulting from Lessee’s non-use, or possession of said property and any and all loss, costs, liability, or expense resulting there from; and at all times to maintain said Premises and the surrounding property, in a safe and careful manner.

Lessee Initials _____

8. Decorations. Tables and chairs are included in the rental fee. Excess tables and chairs are the responsibility of the Lessee. **Tableware, linens and decorations are not provided.** Alterations to the Premises or to its furnishings are not permitted. Lessee agrees that decorations shall NOT be attached to the walls, ceilings, existing wall decorations, woodwork, ceiling fixtures, window treatments, by use of nails, scotch tape, staples, etc.

Lessee Initials _____

9. Access to the Terraces on Sir Tyler. All events are on a “first-come first-served” basis. An evening event booked after an afternoon event may be required to have a later start time. Set-up shall be included in booking time, unless other arrangements are made in writing directly with MLS. All Lessees, guests, caterers, musicians and vendors shall vacate the Premises one (1) hour after the event’s scheduled ending time, unless prior arrangements have been made. A charge of \$100.00 per hour, or portion thereof, shall apply for each hour the Premises is not vacated after an event.

10. Room Set-Up. The MLS does not have storage capacity; therefore, any materials should be delivered immediately before the program begins and removed immediately after the program ends. The MLS is not responsible for any materials provided by the Lessee.

Room set-up and catering requirements must be completed by Lessee and returned to MLS **no less than two (2) weeks prior to the scheduled event.**

Lessee must submit any last minute changes, including guaranteed number of participants, **48 hours in advance.**

Set-up of all items and materials provided by the client and vendors shall be part of the scheduled time unless previous arrangements are made.

Furniture arrangement must be approved by MLS prior to the event. While every effort will be made to arrange all furniture at the request of the Lessee, MLS reserves the right to adjust furniture as necessary to allow for safety, traffic, damage to walls or other reasons it deems necessary.

Lessee Initials _____

11. Use of Kitchen. The kitchen is a “staging” kitchen only and shall not be used for preparation of meals for guests; however, the stainless steel tables and sink(s) may be used. Caterers shall furnish to MLS copies of all applicable permits issued by the New Hanover County Department of Health and further agree to abide by all regulations promulgated by the New Hanover County Department of Health. 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. Failure to do so shall result in cleaning charges deducted from Lessee’s Deposit.

Lessee Initials _____

12. Use of the Outdoor Terrace Area. The outdoor terrace(s) are available for use with the room, if the space is not rented for another event and weather permitting. Lessee is requested to ensure that guests observe the city noise ordinance.

Smoking is not permitted except at the designated area at the rear of the building near the rear outside staircase. All smoking residue “butts” shall be placed in the smoking disposal container at the designated area. The use of any smokeless tobacco product is strictly prohibited. Cigarette butts, receptacles for smokeless tobaccos, or “spit-cups” found on the premises after an event will constitute immediate forfeiture of the entire Deposit.

Lessee shall use no nails or staples on the terrace; plastic wire ties are acceptable, but must also be removed at the end of the event. Any necessary clean-up by MLS will be charged against the Deposit.

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13. Use of Equipment. Additional equipment may be rented by the Lessee by completing the Rental Item Agreement. Equipment requested in advance may be cancelled without incurring a charge(s) provided a written notice of cancellation is received three (3) calendar days prior to the scheduled event. The Lessee remains liable for appropriate rental charges if the cancellation notice is not received timely. Lessee will be responsible for damage, misuse or abuse of equipment by the Lessee or Lessee’s guests.

_____ Lessee Initials

14. Miscellaneous.

- (a) Since rental is for the third floor area of MLS, use of the first and second floor areas of the facility is prohibited.
- (b) Unless rented from MLS, reasonable and adequate table coverings will be supplied by the Lessee and used during the event.
- (c) Lessee is advised that the City of Wilmington and New Hanover County have very strict sign ordinances. Lessee agrees to obey all applicable ordinances. *Any fines that result from illegal signage placed by the client will be the financial responsibility of the Lessee.* Copies of the ordinances may be obtained from the websites: <http://www.ci.wilmington.nc.us/> and <http://www.nhcgov.com/Pages/NHC.aspx>

Lessee Initials _____

15. Alcohol Use.

(a) **BY LAW, NO ONE UNDER 21 MAY CONSUME ALCOHOLIC BEVERAGES.** Lessee agrees and warrants that there shall be NO CONSUMPTION OF ALCOHOL BY PERSONS UNDER AGE 21. Further, Lessee shall monitor all service, if any, of alcohol and specifically acknowledges that Lessee 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.

(b) The MLS may ask guests for identification to verify age. The MLS reserves the right to ask the entire party to leave if (1) a minor is consuming alcohol; (2) an adult is providing alcohol to a minor; or (3) a guest or guests appears intoxicated and refuses to leave the Premises.

(c) All alcohol must be served by a pre-approved bartender and consumed within the Terraces on Sir Tyler. No alcohol is permitted anywhere outside of the main building. This includes areas outside the doors, the parking lots, etc. Only packaged liquor may be consumed.

(d) Only caterers and persons holding the appropriate liquor licenses and permits will be authorized to dispense alcohol, and only from the bar area. All caterers and persons must be pre-approved by the MLS.

Proposed Bartender(s): Provided by caterer Provided by the client/Lessee

(e) Lessee shall indemnify and hold the MLS, and the Wilmington Regional Association of REALTORS® from all liability for improper use of alcohol.

Lessee Initials _____

16. Caterers. The MLS has a list of recommended caterers for your use. If your caterer is not on MLS's list, the written consent of the MLS is required. Caterer will be required to meet with MLS and provide the appropriate certificate of insurance, and sign an agreement.

Lessee Initials _____

17. Cleanup. Clean-up of the Premises will be completed no later than one (1) hour after the end of the scheduled time. Lessee shall adhere to the following instructions for clean-up of the facility:

(a) **The Terraces on Sir Tyler.** Table trash, cups (contents being emptied into the sinks), plates, plastic-ware, cake, food, decorations, etc. will be gathered and placed in MLS provided plastic trash bags.

(b) **Restrooms.** Trash will be picked up from the restrooms' floor and placed in the MLS provided trash bags or in the trash receptacle located in each restroom.

(c) **Outdoor Terrace(s).** Trash will be picked up outside the building. Cups, miscellaneous items left outside and on any terrace area shall be gathered and placed in MLS provided plastic trash bags.

(d) **Kitchen/Bar Area.** The kitchen is to be left as it is found. Wipe out sinks, wipe counters/tables/stovetop clean, clean bar equipment, remove remaining bottles, cans, kegs, etc. from the site. Floors in the kitchen/bar area are to be left clean. All trash from the event shall be placed in the trash bins at the rear of the property. Please separate recyclable materials; place those in the first bin. All other trash goes in the larger bin.

Any necessary clean-up by MLS of any items (a) through (d) will be charged and withheld from the Deposit.

Lessee Initials _____

18. 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 New Hanover County, North Carolina.

Lessee Initials _____

19. Emergency Evacuation Procedures For Fire, Gas Leak, Hazardous Material, Fire Alarm. When a problem has been identified and notification has been made, occupants will instantly take steps to ensure personal safety by moving away from the affected area. Use the most direct route to the outside of the building by following the posted "EXIT" signs. If possible, alert other occupants in the building by pulling the fire alarm(s) and telling others of the situation. Evacuate to an area outside the building and follow directions as provided by MLS staff. Keep clear of the driveways and entrances. Public Safety Officials will signal the end of the incident and give further instructions. Minimum fee of Two Hundred Dollars (\$200) will be charged for any service calls due to falsely pulling of fire alarm or using the elevator emergency phone.

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20. Disaster Plan: Building Emergency Procedures For Tornado or Earthquake. When a problem has been identified by observing visible warning signs or receiving radio or telephone reports, steps should be taken by the Lessee to ensure occupants safety. Occupants should move to any interior areas such as bathrooms, closets or halls. Stay away from windows and doors. If there is no time to move to the interior areas, seek cover under tables and protect head.

Lessee Initials _____

21. Special Services. In accordance with ADA, if you or any of your guests have any disabilities which require special accommodations, please notify us immediately.

Lessee Initials _____

22. Entities Defined. As used herein, the term "Entities" shall mean and refer to the following entities: MLS, Wilmington Regional Association of Realtors, Inc., and Sir Tyler Development, LLC.

Lessee Initials _____

23. Entire Agreement. The parties agree that all of the terms and conditions are contained herein and that any modification shall be in writing.

Lessee Initials _____

The parties hereto have set their hands on the day and year first above written.

Multiple Listing Service of the Wilmington Regional Association of REALTORS[®], Inc.

Date: _____

Dayma Edwards
Director of Meetings & Events

Please scan and email to: Events@TerracesOnSirTyler.com or fax to: 910.762.9860

LESSEE(s): _____
(print name)

(print name)

Date: _____

(signature)

Date: _____

(signature)

Email: _____

Phone Number: _____

Deposit DUE AT THE SIGNING OF THIS AGREEMENT \$ _____

TOTAL BALANCE DUE ON OR BEFORE _____ \$ _____