



RENTAL AGREEMENT FOR THE VILLAGE COMMON

This RENTAL AGREEMENT is made as of the latest date set forth beside the signatures of the parties below, by and between the Village of Bald Head Island, as the Lessor, and the undersigned as the Renter, for property located in Cape Fear Station, Bald Head Island, North Carolina, known as the Village Common.

WHEREAS, Lessor is the owner of the Village Common, which Renter has applied to let and lease on a specific date for the use of Renter, its guests, contractors, agents, invitees and participants in an event described in Renter's attached Application for Rental of the Village Common.

NOW THEREFORE, in consideration of the payment of rent and of the mutual promises and covenants contained in this Agreement and in the documents attached, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. **RENTAL**. Lessor hereby agrees to let and lease to Renter, and Renter hereby agrees to let and lease from Lessor, subject to the terms and conditions set forth or referenced herein, the premises known as the Village Common in Cape Fear Station, Bald Head Island, NC, including the grounds, gazebo and esplanade thereon, but not including the observation tower.

2. **RENTAL FEES**. The rental fees are \$500 for the first two hours and \$200 for each additional hour thereafter. Rental fees are calculated based on the hours reserved for the actual event. Renter will not be a charged fee for the time required to set-up and breakdown for an event.

3. **TERM**. The rental period shall commence at ____:____.m. on _____, 20____ and shall end at ____:____.m. on _____, 20____.

4. **RENT AND DEPOSIT**. For lease of the Village Common for the above term, Renter shall pay rent in the amount of _____ and 00/100 (\$_____.00) dollars to Lessor at least ninety (90) days in advance of the commencement of the rental period, together with a security deposit of one thousand and 00/100 (\$1,000.00) dollars.

5. **USE**. Renter shall use the Village Common only for the event and activities described in Renter's attached Application for Rental, and for no other purpose whatsoever.

6. ADDITIONAL TERMS AND CONDITIONS. Attached to this Agreement and incorporated herein by this reference are the Application, the Payment, Cancellation & Refund Policy, and the Rules and Regulations for Rental of the Village Common, all signed and acknowledged by Renter. By signing below, Renter ratifies and confirms his or her understanding of and agreement with the terms and conditions of the attached documents and agrees to be bound thereby as though the same were spelled out in this Rental Agreement.

Date: _____

Lessee: _____

Print Name: _____

Date: _____

Lessor:

The Village of Bald Head Island

RULES AND REGULATIONS

Reservations are required for rental of the grounds, gazebo and esplanade at The Village Common in Cape Fear Station, owned by the Village of Bald Head Island. Confirmation or rejection of a reservation request will not be provided until after receipt of a completed and signed Application and Rental Agreement, accompanied by the required deposit. Since the Common is located in a residential area and is open for use by the general public, rental times are restricted. Events may not commence earlier than 10:00 a.m. and must be concluded by 10:00 p.m. unless otherwise approved by the Village. Set-up and break-down for an event may occur outside these hours with Village approval. **THE VILLAGE OF BALD HEAD ISLAND RESERVES THE RIGHT TO ACCEPT OR REJECT, IN ITS SOLE AND UNLIMITED DISCRETION, ANY REQUEST OR APPLICATION FOR RENTAL OF THE VILLAGE COMMON.**

Renters, event participants, their agents, contractors and guests shall comply with the following:

- 1) The Renter(s) who sign(s) the Application for Rental and/or the Rental Agreement shall be responsible for damages (except normal wear-and-tear), injuries, or violations that occur to or at the Village Commons during the rental period. The security deposit may be used to correct or compensate for damages, injuries and violations, but Renter remains liable for all correction costs exceeding the deposit amount.
- 2) Renter shall provide temporary toilet/restroom facilities sufficient for the number of expected guests, all in accordance with applicable health and sanitation regulations and other governmental requirements.
- 3) Renter is responsible for leaving the Village Common in a clean, orderly and trash-free condition.
 - a) Personal property, equipment, facilities, decorations (including flowers and floral arrangements), trash and debris must be removed immediately after the event.
 - b) Equipment and facilities requiring barge transportation must be neatly stored on the grounds, in natural areas off the grass, and removed on the first day after the event that the barge is operating.

- c) Trash must be bagged and placed in animal-proof trash receptacles or removed from the premises. Excess trash that will not fit in the receptacles must be removed from the premises.
 - d) The gazebo, lighthouse tower and esplanade must be left free of trash and debris, in broom-clean condition.
 - e) Events requiring extraordinary cleaning may be subject to deductions from the security deposit.
- 4) Smoking is prohibited on the grounds and in the gazebo or tower during events.
 - 5) Decorations may be placed on railings or in trees, provided that no vegetation is harmed. Nothing may be attached to the gazebo or the tower. Use of nails or staples is prohibited. Candles in appropriate holders are allowed, but sparklers and other pyrotechnics are prohibited. Birdseed and natural petals may be used, but synthetic materials, silk petals, glitter, confetti and rice are prohibited.
 - 6) Renter must submit site plan for approval if tent(s) will be erected, or if decorations entail driving stakes into the ground. If irrigation system is damaged or components punctured, Renter will be charged costs of repair.
 - 7) If beer / wine will be served, Renter must submit, at least 14 days prior to the event, a certificate of insurance providing liquor liability coverage for the event with limits not less than one million (\$1,000,000.00) dollars per occurrence, naming the Village of Bald Head Island an additional insured. Beer and wine may be served only in accordance with state law. No brown-bagging is allowed. Loud, offensive, and disorderly conduct will not be tolerated.
 - 8) Unless advance approval is obtained from the Village of Bald Head Island, the Village Common observation tower is not included in the rental, may not be accessed, and will remain locked during the event.
 - 9) Renter is responsible for violation of these rules and regulations during the rental period or associated with Renter's event, whether by Renter, Renter's agents or contractors, guests, or other event participants.

_____ **Lessee Initials**

PAYMENT, CANCELLATION & REFUND POLICY

1. A reservation deposit in the amount of 50% of the total rental fee must be paid with the submittal of the completed and signed Application for Rental of the Village Common. (NOTE: Applications received without the reservation deposit, or incomplete or unsigned applications will not be accepted or considered.)
2. The balance of the total rental fee plus a security deposit of \$1,000.00 must be paid when the Rental Agreement is signed and returned, no later than 90 days prior to the date reserved for the event.
3. Unless other arrangements are made through the caterer or event planner, credit card payments are not accepted. All payments shall be via check or money order payable to the Village of Bald Head Island and are accepted subject to clearing the maker's account. A fee of \$25.00 shall be charged for each returned check.
4. To receive a full refund of the reservation deposit and any other amounts paid, written notice of cancellation must be received no later than 90 days prior to the date reserved for the event.
5. If notice of cancellation is received fewer than 90 days prior to the reserved date, the reservation deposit, i.e. 50% of the total rental fee, will be retained, and any amount paid in excess of the reservation deposit will be refunded to the Renter.
6. In the event of inclement weather, the Village of Bald Head Island and its representatives are not responsible for relocating an event or providing an alternative venue. The Renter is solely responsible for taking measures to protect or shelter an event being held in uncovered outdoor space. Except as set forth below, no refunds will be made due to adverse weather conditions.
7. In the case of hurricanes or tropical storms, if state or local authorities order a voluntary or mandatory evacuation of Bald Head Island for a time period that includes the date reserved for the event, Renter shall comply with the order. Upon such compliance, 100% of the rental fees and deposits paid shall be refunded.
8. After the event or upon cancellation, the security deposit may be used to pay expenses related to cleaning the site, repairing damage, paying fees and charges, and/or correcting violations of the Rules and Regulations for rental of the Village Common. Any unused portion of the security deposit will be refunded to the Renter.

Lessee Initials

APPLICATION FOR RENTAL OF THE VILLAGE COMMON

The undersigned wishes to rent the Village Common in Cape Fear Station for:

Type of Event:

Wedding Only _____ Wedding & Reception _____ Reception Only _____

[Note: Rehearsals on-site are subject to availability of the property.]

Date of Event: _____, 20 ____ / Time of Event: from ____:____.m

until ____:____.m.

Expected Number of Attendees: _____ / Tent: _____ No ____ Yes /

Event being catered: _____ No ____ Yes

Caterer Name & Telephone:

Wine / Beer ____ No ____ Yes

Live Music: _____ No ____ Yes

Person(s) Responsible for Event (“Renter”):

Address: _____ City: _____ State: _____

Zip Code: _____

Telephone: _____ Alternate telephone: _____

E-mail: _____

Event Planner/Coordinator: _____

Telephone: _____

***If alcoholic beverages will be served, Renter must produce, at least fourteen (14) days prior to the event, a certificate of insurance providing liquor liability coverage for the event with limits not less than one million (\$1,000,000.00) dollars per occurrence, naming the Village of Bald Head Island as an additional insured.**

A reservation deposit equal to 50% of the total rental fee, in the form of a check or money order payable to The Village of Bald Head Island, must be submitted with this completed application and mailed or delivered to: The Village of Bald Head Island, P.O. Box 3009, Bald Head Island, NC 28461. Additional deposits may be required. All payments are subject to the attached Payment, Cancellation & Refund Policy.

The undersigned acknowledges that he/she has read and understands the attached Payment, Cancellation & Refund Policy and the attached Rules and Regulations governing the rental of the Village Common and agrees to abide by the terms thereof. The undersigned assumes responsibility for damages, injuries and/or violations occurring at or to the Village Common during the rental period, and agrees to release, indemnify and hold the Village of Bald Head Island and its representatives harmless from liability therefore. The undersigned will be required to sign a Rental Agreement and make final payment before setting-up or holding the event. The Village of Bald Head Island reserves the right to adopt or revise rules, regulations and policies for use of the Village Common and the undersigned agrees to comply therewith upon reasonable notice.

_____ Lessee Initials