



WEYMOUTH CENTER FOR THE ARTS & HUMANITIES

P.O. Box 939, Southern Pines, North Carolina 28388
weymouthcenter@weymouthcenter.org 910.692.6261

RENTAL CONTRACT

FOR OFFICE USE ONLY

PAID IN FULL
 ALCOHOL PERMIT
 INSURANCE DOCUMENT
 LIABILITY WAIVER
 PORTA-JOHN DOCUMENT
 SECURITY FEE REFUND

CK # _____
DATE _____
AMT \$ _____

This agreement is entered into between **Friends of Weymouth, Inc.** and the following person or group, hereinafter known as **Renter**. This person is responsible for payment and contract agreement:

Name
Mailing Address
Phone / email

SAMPLE CONTRACT

FRIENDS OF WEYMOUTH, INC. owns the grounds and buildings known as the Weymouth Center for the Arts & Humanities, located at 555 East Connecticut Avenue, Southern Pines, North Carolina. Weymouth Center is a historical and architectural landmark with special requirements regarding its use.

DATE OF EVENT: Day, Month Date, Year
PURPOSE OF USE: Celebration Name
Bride: _____ Groom: _____

AREA TO BE USED: Specify areas to be used during rental
 Light Kitchen Use Full Kitchen Use No Kitchen Use
 Carriage House restroom accessibility

ALCOHOL USE: Will alcohol be served? NO YES (permit required: see p. 2-5.)

BEGINNING/END TIME: Rental event must occur within the hours of 9AM to 11PM.
Approximate time of event startup: _____

EXPECTED ATTENDANCE: # of people expected
MAXIMUM CAPACITY: Boyd House Great Room: 60 seated or 120 standing. Outside: 300 approx.
Please call Property Manager, Alex Klalo, for setups 910.724.3389.

TENT FEE: Will you be renting a tent? NO YES (\$50 grounds fee per tent)

TOTAL FEES*: \$ Rental / \$ Security / \$ Holiday / \$ Tent/Admin add-on. Total due.
*At time of contract inception

PAYMENT: We accept cash, checks* or charge. One half of the rental amount and the entire refundable security deposit are due immediately and will secure the event date. *Please make checks payable to Friends of Weymouth.

PAYMENT POLICY: **\$(1/2 Rental) + \$500.00 (Security) for a total of \$NNNN.00 is due now.**

BALANCE DUE BY DATE: **\$NNNN.00 is due by ONE MONTH PRIOR TO EVENT.**

Please Note:

- 1-1. To receive a full refund of the Rental Fee, the event must be cancelled 91 days prior to the event. Renter forfeits security fee. If the event is cancelled within 90 days, Security Fee plus 50% of the rental fee will be retained by Weymouth Center. In any cancellation, \$100.00 of Security Fee will be retained for admin costs.
- 1-2. Due to the unforeseen nature of the recent coronavirus crisis further issues and addendums regarding circumstances deemed Force Majeure may be addressed if necessary, as event date approaches. Additional changes to contract may incur an additional processing fee for each occurrence. **Waiver required, see p. 5.**
- 1-3. Should Renter misrepresent the event the Renter may be charged additional fees.
- 1-4. For full day events, all guests must be off the premises by 11:00. Band members and catering staff are required to vacate by midnight. Non-compliance will result in additional charge of \$150 per any part of one hour, per hour, after midnight. Security fee will be retained if there are breakages or mess/garbage left anywhere on the property.
- 1-5. If you need to come to Weymouth prior to event for planning purposes, you must make an appointment.
- 1-6. Tent Fee: \$50.00 per tent. Tents are not allowed on the East Lawn (near pond and long bed gardens), or on the West Lawn (adjacent to the covered terrace). Weymouth does not rent tents.

FACILITIES TO BE PROVIDED IN ACCORDANCE WITH COMPLETED RENTAL CONTRACT INCLUDING PRICING AND PAYMENT OF FEES, PERMITS, INSURANCE AND OTHER REQUIRED DOCUMENTS. • FRIENDS OF WEYMOUTH, INC. RESERVES THE RIGHT OF REFUSAL FOR DECORATIONS OR ACTIVITIES DEEMED CONTRARY OR DAMAGING TO THE WELFARE OR INTERESTS OF THE WEYMOUTH CENTER.

REGULATIONS FOR THE USE OF THE WEYMOUTH CENTER

Renter Responsibilities

2-1. **PLANNING SESSION:** Renter is responsible for scheduling an appointment with Weymouth's Property Manager, Alex Klalo, *at least four (4) weeks prior to the event* to plan and confirm the necessary set-up and clean-up schedule. Call (910) 692-1977 from 8.30am-3:30pm, Monday-Friday. The caterer should be included in the planning session.

2-2. **AREA TO BE USED:** Renter agrees that only the areas specified in AREA TO BE USED on page one will be accessible to Renter, Guests, Caterers, Florist, Band, and all other non-employees involved in the event. Evidence of additional use will result in forfeiture of all or part of the security fee or other fine.

2-3. **KITCHEN USE:** Professional catering service use only. Cooking is not permitted on the grounds or in the house *except* in the kitchen, or with permission from the property manager. Kitchen may not be left unattended while stove or oven is in use. Members of catering staff or representative of business, individual or organization utilizing the premises must remain in the house while the stove or oven is in use. Intention of Kitchen Use must be reflected in AREA TO BE USED on page one. Light Kitchen includes only use of sinks, ice machine, commercial fridge and counter prep areas. Evidence of additional use will result in forfeiture of all or part of the security fee.

2-4. **ALCOHOLIC BEVERAGES:** If the Renter chooses to serve alcohol the Renter is responsible for each guest's behavior during and following the consumption of alcohol. Please see that your event is a safe and happy one in accordance with legal restrictions.

2-5. ALCOHOL PERMITS ARE REQUIRED 30 days prior to event if alcohol of any kind is to be served. If a caterer provides alcohol, then the caterer is responsible for alcohol permit. If Renter provides alcohol, then the Renter must provide alcohol permit and insurance umbrella for alcohol. (Required policy of \$1 Million for personal events such as weddings and \$2 million for commercial events where alcohol will be served or sold. See 2-12.) Form can be found online at: <https://abc.nc.gov/Permit/ApplyLSO>

2-6. **RENTER and RENTER'S CATERER AND FLORIST** are responsible for the proper care and maintenance of Weymouth during the period of use. All rooms and grounds must be left as they were found. All flowers, decorations, food/drink containers, etc., must be removed.

2-7. **CLEAN-UP SCHEDULE** must be confirmed with the Property Manager in advance. Floors must be broom swept. The caterer will be responsible for trash removal to the outside trash enclosure. Trash must be secured in garbage bags. Recycling containers are available. If clean-up is not complete, Renter forfeits entire security fee.

2-8. **TENTS & EQUIPMENT** must be from an approved service provider. Property Manager must be included in the tent/equipment placement process. Tent may be erected up to 2 days before and must be removed by 2 days after the event. The fee to set up a tent is \$50 per tent.

2-9. **CARRIAGE HOUSE RESTROOM** may be requested for outdoor events. It is ADA compliant.

2-10. **PORTABLE TOILETS are required for events greater than 150 guests.** Please provide one portable toilet for every fifty people over 150 (ie: 1 toilet for 151-200; 2 for 201-250; etc.). **Documentation of order for toilets must be received by Weymouth sixty (60) days prior to event.**

2-11. **DAMAGES:** The Renter shall reimburse the Weymouth Center for damage to any and all objects housed within Weymouth and on the premises. Excessive damages may be billed accordingly. Any known damage incurred during an event shall be reported by the Renter to the Weymouth office on the first business day after the event. The Security Fee may be withheld if damages can be remedied within that amount.

2-12. **FINANCIAL RESPONSIBILITIES:** Renter is financially responsible for all staff or services required in catering, decorating, set-up and removal thereof, including rental equipment and/or personal items left on the premises. **Weymouth assumes no liability for these items.**

2-13. INSURANCE: Sixty (60) days prior to the event, Renter is required to provide a Certificate of Insurance for General Liability in the amount of one million dollars (\$1,000,000.00) per occurrence, naming Friends of Weymouth, Inc., as the Additional Insured party for the date(s) of the event. This amount may be adjusted higher depending upon event risk assessment.

Renter Restrictions

3-1. **ROOM ACCESS:** The second floor and specifically the St. Andrews Room is to be used for Full-Day Reception/Wedding Ceremony rentals and Conference rentals ONLY. Other areas and rooms that are not part of the rental agreement may not be entered. Evidence of use of other spaces not specified for rental forfeits security fee.

3-2. **FURNITURE:** No furniture (other than the folding chairs and wrought iron furniture) may be moved without the prior approval of the Property Manager. *Property Manager does not move or set up tables and chairs or other furniture to be used by Renter.* Weymouth's folding chairs may be used on the verandas, but not on the grounds. Flower arrangements must be used with mats underneath to protect the furniture. Place nothing on the piano; it is to be used as a musical instrument and never as a serving table. The two lamps in the Great Room and the large blue pottery vase on the staircase may not be moved.

3-3. **NO SMOKING: Weymouth Center is a nonsmoking campus.** Smoking materials or evidence of smoking found on the grounds during or after event forfeits the security fee.

3-4. **ROOM CAPACITY:** According to the Fire Marshall, the maximum standing capacity of the Great Room is 163. The maximum theatre style seated capacity is 100. The maximum table seated capacity is 66. Subject to unforeseen changes.

3-5. **CARE OF PREMISES:** Renter will take special care that garbage, bottles, cans, cups, other containers and personal belongings may not be left on the grounds, the entrance way, or in the parking lot.

3-6. **WEYMOUTH CONTENTS:** Weymouth's inventory of linen, china, glassware and flatware is not a part of the rental agreement. Furnishings may not be moved unless approved by property manager.

3-7. **NOISE:** Because Weymouth is located in a residential district and local noise ordinances apply, musical entertainment must be kept at a reasonable level.

3-8. **PIANO:** A special request must be made in order to use the piano in the Great Room. The cost for single use during any part of the event is \$200. Use of the piano without rental forfeits Security Fee.

3-9. **PARKING:** Parking must be in the approved lot from the E. Connecticut Avenue entrance. The circle drive in front of the main entrance is a fire lane and should be used only for drop offs or deliveries.

3-10. **FIREPLACES:** Fireplaces are not operational and shall not be used.

3-11. **CANDLES:** Candles must be dripless and covered. They may only be used in the Great Room, Dining Room and on outside tables.

3-12. **CONFETTI:** Due to the difficulty of cleanup and the hazards to area birds and wildlife, confetti, glitter, bird seed, rice, flower petals, etc., balloons, kites, flying lanterns, etc. are not permitted.

3-13. **FIREWORKS/SPARKLERS:** No fireworks or sparklers are allowed on the premises.

We appreciate your cooperation.

Non-compliance with responsibilities and/or restrictions shall result in forfeiture of all or part of the security fee.

Additional Notes

- Children must be closely supervised at all times.
- Weymouth reserves the right to schedule concurrent events.
- Writers-In-Residence may be staying on the second floor. Please respect their privacy. Writers-In Residence quarters are off limits to renters and guests.
- You might not have access to Weymouth on the day before your event as there could be another event scheduled on that day. Please check with the Property Manager about access.
- Use of stove/oven or dishwasher not permitted in this contract is subject to a \$250.00 charge.
- **No Smoking.** Weymouth Center buildings, grounds and parking lot are part of a non-smoking campus. Evidence of smoking materials left anywhere will result in forfeiture of the Security Fee.
- The Boyd House is not handicapped accessible. We apologize for any inconvenience. However, if your event is outdoors there is an ADA accessible restroom in the Carriage House.



CORONAVIRUS/COVID-19/VARIANT ASSUMPTION OF THE RISK AND WAIVER OF LIABILITY

Thank you for your interest in attending an event at Weymouth Center.

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. **COVID-19 and variants are extremely contagious** and are believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of large groups of people. The owner of the property, **Weymouth Center, aka Friends of Weymouth, Inc., (WC in this document) cannot guarantee that you will not become infected with COVID-19 and/or its variants.** Further, **attendance at an event located at WC could increase your risk** of contracting COVID-19/variants.

There are inherent risks of contracting coronavirus. You are assuming this risk by entering these premises.

RELEASE of LIABILITY

THEREFORE, under the terms of this Agreement and for consideration of entry and attendance at an event, the sufficiency of which is hereby acknowledged, I do hereby release, covenant not to sue, hold harmless, and forever discharge WC from claims and damages relating to attendance at an event at WC. This includes agents, employees, representatives, directors, successors and their assigns of WC, their respective heirs, personal representatives, affiliates, successors and assigns, and any and all persons, firms or corporations liable or who might be claimed to be liable, whether or not herein named, none of whom admit any liability to the undersigned, but all of whom expressly deny liability, from any and all claims. Any and all claims includes all liabilities, claims, demands, costs or expenses of any kind arising out of or relating thereto, damages, actions, causes of action or suits of any kind or nature whatsoever, which I now have or may hereafter have, arising out of or in any way relating to any and all injuries, illnesses, and damages of any and every kind, to both person and property, and also any and all injuries, illnesses, and damages that may develop in the future, as a result of or in any way relating to attendance or involvement at an event at WC. I understand and agree that this release includes any claims based on the actions, omissions, or negligence of WC, its employees, agents, and representatives, regardless of whether a COVID-19, a variant, or related injury, illness, or damage occurs before, during, or after attendance at WC.

The terms of this Release Agreement whether alone or accompanied with Rental Contract are either part of said contract or stand-alone and not merely a recital. Furthermore, this Release shall be binding upon the undersigned, and his/her respective heirs, executors, administrators, personal representatives, successors, event guests and all event service providers.

I acknowledge that I am over 18 years of age and have read and executed this release voluntarily.

This Release has been read and fully understood by the undersigned.

By signing this agreement, I acknowledge the contagious nature of coronavirus and voluntarily assume the risk that I and my guests may be exposed to or infected by COVID-19 or a related illness by attending any event at Weymouth Center and that such exposure or infection may result in, among other things, personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 or a related illness at WC may result from the actions, omissions, or negligence of myself and others, including, but not limited to, WC employees, representatives, other vendors and event members and guests.

RELEASE AGREEMENT DATE _____ EVENT DATE _____

RELEASER'S SIGNATURE _____

PLEASE PRINT NAME _____

FULL ADDRESS _____

EMAIL _____ PHONE _____