

TOPSAIL MANOR

EVENT CONTRACT

CLIENT(S): _____

Event Date: _____

1. VENUE RENTAL FEE(S)

- Nightly and Weekly rental rates vary by season. A quote for requested dates will be provided by Access Realty upon request.
- The CLIENTS agree to pay a non-refundable Event Fee of \$1,500.00. This payment is for the use of the home as a venue for the specified date of wedding and is payable with pre-payment. In the event of a cancellation by the CLIENT of this wedding, this deposit will be non-refundable.
- A refundable damage deposit of \$1,000.00 is refundable to the CLIENT(S) 30-45 days after check out and once property has been inspected for any potential damage from the occupancy.

2. DATE CHANGES:

In the event the CLIENT(S) are forced to change the date of the wedding, every effort will be made by the Venue to transfer reservations to support the new date. The CLIENT(S) agree that in the event of a date change, any expenses including but not limited to deposits and fees that are non-refundable and non-transferable are the sole responsibility of CLIENT(S).

3. CANCELLATIONS:

Upon receipt of a written cancellation, we will immediately put the property back on the market for rent. If we can successfully re-rent the property for the same time period and at the same rental rate, we will refund your money less a \$125 cancellation fee and any third party fees. If we are unable to re-rent the property, your payment will be forfeited except for the refundable security deposit, if paid.

4. UNFORSEEN EVENTS:

The CLIENT(S) cannot hold the Venue responsible for failure to provide the basic facilities, failure of services, equipment failures, or damaged amenities due to emergencies, catastrophes or interruptions of public utilities. If an Act of God were to occur preventing the event from taking place as scheduled, Venue will allow for the event to be rescheduled, pending availability, with no penalty. Last minute cancellations of outdoor site due to inclement weather will not be considered for refunds.

When Planning a Beach Wedding, Consider the Following:

- ***When is high tide?*** You'll want to avoid the possibility of your ceremony being dampened by waves and to ensure there is enough beach to set everything up on. **Be sure to check our local tide charts to see when low tide occurs on your special day (Visit: tides.willyweather.com).** We highly recommend you plan your event as close as possible to the time of low tide. *Please note: we cannot control the tides or Mother Nature. A back up plan is highly encouraged as average storms can change the tides and beach structure. NO REFUNDS will be given due to circumstances beyond our control, such as tides, weather, or public beach conditions.*

- ***What's the forecast?*** If rain is predicted, you'll need a contingency plan. Make sure you have an indoor space plan to host your ceremony **and** reception in the event of bad weather.
- ***How windy will it be?*** You may need to windproof and weigh down some of your décor. (*And rethink that cathedral-length veil!*)
- ***How noisy will our site be?*** Crashing waves, rustling breezes, and general beachgoer chit-chat can all add up to a pretty loud environment. Your sound system/microphone should be set up so that all your guests can hear your vows.
- ***How hot will it be, and is there any shade?*** Wild guess, but you're probably used to wearing a swimsuit on the beach. Now imagine being in a suit and tie, which is what your guy guests will likely be sporting... If there's no shaded area, consider giving out parasols to offer some protection from the sun.
- ***How crowded will the beach be?*** Again, a beach wedding isn't exactly private. If you really want to avoid the droves of summer bodies, consider an off-season wedding.
- ***Sand. Sand is a beach.*** Keep some towels and baby powder handy so you and your guests can dust off before the reception. *Also consider some cheap flip flops in case your guests wear heels!*

5. VENDORS

- CLIENT(S) may select any vendors from the Preferred Vendor List or one of their choosing (with approval from Venue).
- If event is catered, catering company is responsible for the set-up, break-down, and clean-up of the catered site.
- Please allow appropriate time for break-down and clean-up.
- All event trash must be disposed of in the designated areas **at the conclusion of the event**. Failure to do so will result in any clean up fees deemed necessary by Venue staff, to be deducted from Refundable Security Deposit.
- CLIENT(S) must provide a list of ALL Vendors used for their event NO LATER THAN 30 days prior to event date.
- ALL vendors (florists, bakers, musicians, rental company, etc.) must adhere to the rules and regulations, and it is the client's responsibility to share these regulations with them. CLIENT(S) will be held responsible for any damage caused by Vendors.
- **Absolutely NO under-age drinking allowed.**

6. COURTESY PROTOCOL:

- Venue prohibits discrimination of any kind to its CLIENT(S) and/or their guests.
- The Venue reserves the right to request any person or group of people acting unruly and contrary to rental regulations to leave the premises. Assistance from law enforcement agencies may be acquired if this request is not met immediately.
- Venue staff or property management staff reserves the right to enter or exit the property at any point during the course of an event.

7. LIABILITY:

The CLIENT(S) cannot hold the Venue, or its property management company and staff, liable from suit, actions, damages, and expenses in connection with personal injury, illness, death or property damage or theft resulting from the use of any facility at the Venue.

8. RULES AND REGULATIONS: The following is a list of rules and regulations to be upheld by CLIENT(S), which includes all WEDDING PLANNERS and VENDORS who are involved in the planning and execution of a wedding on the premises of the Venue.

EVENT RULES:

- All wedding receptions/events must end by 10:00pm to comply with the City sound ordinances and in order to allow for clean-up and closure of the site by 11:00pm.
- CLIENT(S) will incur a \$100 per hour late check out fee if not checked out of the property by 11:00pm.
- Children under the age of 16 are not permitted to wander the grounds unsupervised by an adult.
- Venue is TOBACCO-FREE. There are designated smoking areas by the pool. The Venue has provided shell planters with sand for cigarette disposal.
- No violence of any kind is acceptable or permitted on the premises. If Venue is notified of such behavior, staff has the authority to close down the event and/or evict such guests from the premises.
- No weapons are allowed on the premises.
- No parking allowed on the grass, mulch, or along the street.
- No glass by the pool or on the beach.
- Only CLIENT(S) residing at the property are allowed to use the pool and hot tub. Any damages found to the pool due to negligence or wedding related items will result in a charge deducted from the security deposit and/or a charge to the card on file.
- Guests may only park in the designated parking spots at the Venue. For overflow parking, Venue recommends either parking in one of the two the public beach access lots down the street and/or carpooling.
- ALL damages should be reported IMMEDIATELY to prevent further damages that may incur. Any damage found that is due to negligence by CLIENT(S) and/or their guest(s) will be charged to the refundable security deposit and/or to the card on file.

DECORATIONS:

- All decorations must be removed without leaving damages. Be kind and leave the property as you found it.
- No tape, wire, screws, nails, or anything that would cause damage to walls and/or fixtures. If damage is caused, repair/replacement fees incurred will be deducted from refundable security deposit and/or charged to the card on file if security funds are insufficient.
- No furniture may be left outside overnight (chairs, arbors, dance floors, tents, etc.) on the property or on the beach.
- Placements of tables, tents, live music, catering equipment etc. must be approved by Venue management.
- No Fire or Candles with Flames allowed on premises.
- No live flower petals to be used indoors. No rice, glitter, or confetti allowed on the premises. For wedding and/or reception farewells, we recommend the use of bubbles, sparklers, or birdseed in lieu of any of the previously mentioned prohibited items.
- **ALL rented items must be broken down and placed in the upstairs rental item closet in the same condition they were received. Failure to do so may result in additional charges for breakdown/moving.**

ALCOHOL:

- Alcohol may not UNDER ANY CIRCUMSTANCE be served to minors.

- No illegal substances of any kind. NO EXCEPTIONS.
- At any time, if the Venue is notified of alcohol consumption to be excessive or alcohol has been served to minors, the property management staff has the authority to close down all alcohol service and/or evict inebriated guests from the premises.

AFTER HOURS CONTACT:

- For emergencies, please contact 911.
- For rental related issues after normal business hours, please contact our after hours rentals line at 910-367-8926.

9. ENTIRE AGREEMENT:

This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

10. ADMENDMENT:

This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

11. SEVERABILITY:

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

12. WAIVER OF CONTRACTUAL RIGHT:

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

CLIENT SIGNATURE

DATE

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DATE

VENUE AGENT SIGNATURE

DATE