NORTH·CAROLINA
AQUARIUM
On Roanoke Island

Rental Guide & Contract

North Carolina Aquarium on Roanoke Island
Events Department
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_____	_____
Initials	Date

Rental Options

The NC Aquarium on Roanoke Island offers the following facility rental options for your special event. We thank you in advance for respecting the safety and well being of the animals and exhibits.

Option #1: Entire Aquarium
(This Rate applies to events after 5:00 PM.)

This option includes all designated public space. Guests may stroll through the facility throughout the event - dining, dancing and being entertained by the Aquarium's critters.

Base Fee:	$ 3200.00	Based on an event up to 5 hours (includes Soundside Pier) *Capacity depends on type of event/room setup/space utilized.*
Extra Persons:	$ 5.00	Per-person charge over 200 guests
Neptune's Theater	$ 350.00	Included in Option 1 if space utilized set as-is (theater seating) If altering theater setup there is an additional fee of $350
Deposit:	$ 500.00	

Option #2: Individual Room Rentals by the Hour
(Hourly Rates apply during normal business hours: 9:00 AM – 5:00 PM.)

A. Conference Room (*Includes seating for up to 14 guests at the conference table.)*
(Hourly Rates apply during normal business hours: 9:00 AM – 5:00 PM.)

Base Fee:	$ 100.00	Per-hour
Deposit:	$ 100.00	

B. Neptune's Theater (***Hourly Rates apply during normal business hours: 9:00 AM – 5:00 PM.)***

Base Fee:	$ 375.00	Per-hour with up to 125 guests - Set as-is (theater seating). (Three-hour minimum)
Additional Fee	$ 350.00	If altering theater setup (*Capacity depends on style of room setup.)*
Deposit:	$ 500.00	

Option #3: Soundside Pier Only

Base Fee:	$ 500.00 per hour
Deposit:	$ 500.00

Option #4: Other - *Events may be structured to meet your needs.*

Enhance your event: Ask about the Live Animal Encounter: Your guests will learn fun facts as they get up close and personal with some of the Aquarium's residents, such as turtles, snakes, alligators, frogs and other animals. *Schedule with Events Coordinator.*

Fee: $200.00 Based on a 45 minute program.

_____	_____
Initials	Date

Aquarium Rental Equipment

All equipment listed below is included in the rental fee and is for *INDOOR USE ONLY.* Aquarium staff will setup and breakdown this equipment. ***Please note the renter is responsible for any equipment needed for outdoor use and the set-up and breakdown of that equipment.***

Equipment:

12	5' round tables (each table seats up to 10 people)
12	4' round tables (each table seats up to 8 people)
12	8' banquet tables
12	6' banquet tables
12	30" Round cocktail tables with adjustable column
6	29" Triangle cocktail tables with adjustable column
6	30" Square cocktail tables with adjustable column
2	36" Round cocktail tables with adjustable column
200	white padded folding chairs

General Information

Hours and Availability: The Aquarium is open daily 9:00 AM to 5:00 PM year-round except for Thanksgiving and Christmas. Events may be held during the day and after-hours subject to availability. ***Wedding rehearsals may be scheduled with the Aquarium's Events Coordinator.*** *Rehearsals occur during normal business hours 9-5.* ***All after-hours events must conclude by 11:30 PM. The Aquarium must be clear of all invited guests by the EVENT END TIME.***

Exceptions and Restrictions: Commercial, private and non-profit groups may rent the Aquarium subject to availability and approval. Patrons may not book the facility for the purpose of renting to another party ("third-party rental"). Third party rentals will result in the loss of rental privileges for all parties involved.

The primary concern of the NC Aquarium is the safety and well-being of the visitors, animals and the exhibits and their components. To ensure the overall safety and well-being of the visitors, animals and exhibits, the Aquarium reserves the right to close any public space and move the event to another location on the Aquarium grounds.

Other: The Aquarium is committed to work with vendors/caterers and rental groups that choose sustainable products, serve sustainable seafood and locally sourced food, and recycle waste products. Recycle containers are provided for events.

Disclaimer: Pursuant to the North Carolina Public Records Law (G.S. 132-1), rental contract information is considered to be public information and may be released to third parties upon request.

_____	_____
Initials	Date

Deposit, Payment and Cancellation

Refundable Security Deposit: A security deposit must follow the completed Rental Guide & Contract once the Events Coordinator has reviewed and approved the date, time, number of guests, etc. The security deposit is not applied to the rental fee. The amount of the required security deposit will vary depending on the rental option chosen. Upon receipt of the security deposit and forms signed by the rental group, the Events Coordinator will review and sign the document - the reservation then becomes official and the date will be secured.

A refund of the security deposit will be issued (after the event has taken place) if all of the conditions and terms are met as defined by this document. ***If payment is made by money order, cash or check***, you will be required to complete a State of NC Substitute W-9 Form (we will provide you with this form) in order to process the refund. The refund will be made by check and it may take up to approximately 30 days from the time the completed State of NC Substitute W-9 form is received by the Aquarium. ***If payment is made by VISA or MasterCard***, the payee is **NOT** required to provide a completed State of NC Substitute W-9 Form. The refund will be applied to your credit card. The refund will be processed within approximately two weeks after the event date.

Rental Fee Payment: An invoice for balance due will be submitted (by e-mail) to the rental group approximately 90 days prior to event's contracted rental date. Full payment of the rental fee must be received at least 60 days in advance of the contracted rental date and is non-refundable (the security deposit is not applied to the balance due). If payment is not received 60 days prior to the event date, the event will be subject to cancellation*. Payments should be made to the North Carolina Aquarium on Roanoke Island and may be made by MasterCard, VISA, money order, cash or check.

***Cancellation:** Cancellation of the event by the rental group results in the forfeiture of the entire security deposit. Should the rental group terminate the event after the receipt of full payment, the group will not be entitled to any reimbursement. If for any reason the Aquarium is forced to cancel the event due to weather, mechanical system failure or other unforeseen events, the rental group has the option of rescheduling the event. If the event cannot be rescheduled, the Aquarium will refund all money paid directly to the Aquarium. The Aquarium is not responsible for any consequential losses.

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Rental Conditions

01. The rental group is responsible for ensuring that the Aquarium complex is restored to its original condition immediately following the event's conclusion.
02. It is highly recommended that you retain the services of an event coordinator/wedding coordinator to assist you with the many aspects associated with planning an event.
03. The rental group is responsible for rental equipment and Aquarium goods during their event. The Aquarium assumes no responsibility for loss of any items stored at the facility that belong to the rental group or associated vendors.
04. The rental group and associated vendors must adhere to the start and end times as specified in the rental agreement. The rental group and associated vendors have access to the Aquarium for setup at the time the Aquarium closes. The rental group and associated vendors are responsible for the removal of food, beverages, decorations, flowers, rental materials and cleanup including emptying all trash receptacles. The rental group and associated vendors have up to one hour from the Event End Time to complete breakdown and cleanup. The Aquarium must be clear of all invited guests by the Event End Time. If the event extends longer in duration than the contracted rental time, or associated vendors exceed the allotted time to clean up and break down, additional time may be charged as such and the fees will be deducted from the security deposit.
05. All food must be provided by one insured and permitted caterer (approved by the Aquarium). Events must be serviced by the caterer throughout the entire event. Drop-off service is not permitted. Caterers are responsible for the cleanup of all food and beverage to include emptying all trash cans and depositing trash in the dumpster.
06. All coolers and containers being used to service an event must be in good condition (free from leakage and condensation).
07. Alcoholic beverages are limited to beer, wine and champagne (do not exceed current alcohol content levels established by the NC Alcohol Beverage Control (NC ABC) Commission) and must be approved prior to the event. Liquor is strictly prohibited on Aquarium property by State regulation. If serving keg beer, a kegerator is required to avoid condensation which causes carpet damage and/or slippery tile floors. The legal drinking age in North Carolina is 21 years old. Open containers may not leave the Aquarium grounds.
08. Self-serving of alcoholic beverages is not permitted. All bars serving alcoholic beverages must be serviced by the insured and permitted caterer associated with the event. Bartenders will cease serving alcoholic beverages 30 minutes prior to the end of the contracted rental time. However, the bar must stay open and serve non-alcoholic beverages until the end of the event.
09. For Rental Groups considering a monetary exchange for admittance into an event where alcoholic beverages are served, a Special One-Time Permit issued by the North Carolina Alcohol Beverage Commission (ABC) must be obtained in order to have alcoholic beverages served at the event.
10. Balloons, live fish, rice, glitter, bird seed and laser lights are not permitted. Sparklers are not permitted on the Soundside Pier.
11. Candles are permitted if they are in enclosed containers and staged in a safe manner.
12. All aspects of the event including decorations, caterer, music, special lighting (laser lights are not permitted), etc. must be pre-approved by the Events Coordinator. This is to ensure the health and well-being of our animals. Due to the sensitivity of our exhibits, we require that nothing be posted, taped, nailed, screwed or otherwise attached to the tanks, exhibit graphics or other parts of the Aquarium's furnishings or structures (this includes the Soundside Pier).
13. Tank lights go out at 10:00 PM. This is to ensure the health and well-being of our animals.
14. The Aquarium strives for 100% exhibit operation, but some exhibits are occasionally closed for maintenance. No discounts or refunds will be made for these closures.
15. Use of any restricted or illegal substance on-site by or on behalf of the responsible contracted rental group, guests and associated vendors will result in immediate expulsion from the property, event cancellation without refund and notification of the proper authorities and law enforcement officials in accordance with the laws of the State of North Carolina.
16. Smoking is prohibited indoors. There is a designated smoking area outdoors.
17. At its discretion, the Aquarium reserves the right to limit the event time and/or noise level. The rental group and associated vendors may not enter or use any rooms or areas not previously specified in the rental agreement or deemed closed and/or off-limits. Children must be under constant supervision.
18. The organization, individual party or group responsible for the rental of the Aquarium assumes all liability during and as a result of the activity or event. The Aquarium reserves the right to charge the rental group additional fees as a result of extra security and other Aquarium staff time, excessive cleaning or incurred damage. Any and all damage incurred will be the responsibility of the rental group and will be subject to forfeiture of the original security deposit in full and any additional charges deemed necessary to restore the facility and its property to its original condition will be billed.
19. <u>The rental group is responsible for communicating all service provider requirements to the appropriate parties including, but not limited to, caterers, wedding coordinators, musicians, DJs, photographers, decorators, florists, rental companies and guests involved with the logistics of the event.</u>

_____ _____

Rental Group Signature (Responsible Party) Date

_____

Print Name

Application (page 1 of 2)

EVENT DATE: _____
Day of Week Month Day Year

***TYPE OF EVENT*:** _____

BRIDES NAME: _____ **E-MAIL:** _____

HOME #: _____**WORK #:** _____ **CELL #:** _____

***GROOM'S NAME*:** _____**E-MAIL:** _____

HOME #: _____**WORK #:** _____ **CELL #:** _____

***CONTACT NAME*:** _____ **PHONE**: _____

COMPANY NAME: _____

E-MAIL: _____

MAILING ADDRESS: _____

CITY: _____ **STATE**: ____ **ZIP CODE**: _____

HOME #: _____**WORK #:** _____ **CELL #:** _____

***CEREMONY*:** Location: _____ Time: _____

***EVENT START TIME*:** _____ ***EVENT END TIME*:** _____
Guests Arrive Guests Depart

***NUMBER OF GUESTS*:** _____

(Graveyard of the Atlantic Gallery has a maximum seating capacity (setup) of 108 for dinner.)

***REHEARSAL DATE AND TIME*:** *(Schedule with Events Coordinator. Rehearsals occur during normal business hours 9-5.)*

HOW DID YOU FIRST HEAR ABOUT US?* (If on-line, please specify the Website.** *Thank you)**:

_____

_____

_____

_____ _____
Initials Date

Application (page 2)

EVENT DATE: _____
Day of Week Month Day Year

RENTAL OPTIONS: **1 ☐ 2A ☐ 2B ☐ 3 ☐ 4 ☐ (Other)** **$_____**
(4 - OTHER) to be completed by Events Coordinator

OTHER: _____
_____
_____
_____
_____

SECURITY DEPOSIT: **$_____**

VISA ☐ ***MC*** ☐ ***MONEY ORDER*** ☐ ***CASH*** ☐ ***CHECK*** ☐
(You may make credit card payments by phone)

ENHANCE YOUR EVENT: *(Schedule with Events Coordinator.)*

Live Animal Encounter ☐ **$ _____**

I hereby acknowledge with my signature a full and complete understanding of the entire Rental Guide & Contract (8 pages) and agree to abide by these conditions and terms and any special provisions by the North Carolina Aquarium and the State of North Carolina. In the event that any information contained within this application is found fraudulent, all money collected will be forfeited, and the event will be cancelled.

The security deposit must accompany the signed/dated Rental Conditions, Application, Liability Release and Express Assumption of Risk, and all other pages dated and initialed in order to reserve the date and time of the event. Please complete, sign, and/or initial and date all 8 pages and mail or scan and e-mail to the Aquarium's Event Coordinator (see page 1).

_____ _____
Rental Group Signature (Responsible Party) Date

_____
Print Name

_____ _____
Aquarium Signature (Events Coordinator) Date

_____
Print Name

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LIABILITY RELEASE AND EXPRESS ASSUMPTION OF RISK

For and in consideration of the use of the North Carolina Aquarium facilities, I hereby assume responsibility and liability for any and all injuries or damages to persons or property which may occur, directly or indirectly, as a result of my use of the North Carolina Aquarium on Roanoke Island for my planned event, as such event is described in the Rental Guide, whether such injury or damage occurs before, during or after such event. Also, I shall indemnify and hold harmless the North Carolina Aquarium on Roanoke Island, their employees and agents from all responsibility against any claims filed by parties for any such injuries, acts and all damages.

Furthermore, in signing this agreement, I hereby agree to comply with and abide by the laws applicable to the serving of alcoholic beverages at an event. The North Carolina Aquarium on Roanoke Island reserves the right to refuse alcoholic beverages to any individual that appears intoxicated.

In consideration of being allowed to set up equipment at and access the North Carolina Aquarium on Roanoke Island property, I hereby personally assume all risks in connection with my actions and those of any service providers while on the Aquarium property and, for any harm, injury or damage that may befall me or any service provider, whether foreseen or unforeseen.

I further state that I am of lawful age and legally competent to sign this liability release. I understand that the terms herein are contractual and not a mere recital and that I have signed this document of my own free act.

I have fully informed myself of the contents of this liability release and express assumption of risk by reading it before I signed it on behalf of myself and my heirs.

_____ _____
Rental Group Signature (Responsible Party) Date

_____
Print Name

_____ _____
Aquarium Signature (Events Coordinator) Date

_____
Print Name