



KEEPER'S GALLEY EVENT CENTER RENTAL AGREEMENT

THIS EVENT CENTER (KEEPER'S GALLEY) RENTAL AGREEMENT, including any and all addenda attached hereto ("Rental Agreement" or "Agreement"), is by and between the Owner(s) of the subject property ("Landlord"), whose mailing address is P.O. Box 97, Nags Head, NC 27959 and **TBD** ("Tenant") whose address is **TBD**. It pertains to the rental of the Event Center ("Keeper's Galley").

The rental date for the Event Center is **TBD**. The intended use for the Event Center is **TBD**.

The Premises:

Landlord rents unto Tenant, and Tenant hereby rents and takes upon the terms and conditions which hereinafter appear as Keeper's Galley Event Center, including any improvements located thereon, which has the physical address of: **Keeper's Galley Event Center, 101 E. Dove Street, Nags Head, NC 27959**. The rental includes the Event Center building (Keeper's Galley) and the adjacent courtyard space (trellis and outdoor bar).

EVENT CENTER ("KEEPER'S GALLEY")

(Subject to cancellation if payment not received on or before due date)

This Rental Agreement is a legally-binding contract. The **minimum age required for the rental of the Cottage Court is 24 years old**. Your signature on this agreement, or payment of money, or taking possession of the property after receipt of the agreement, is evidence of your acceptance of the agreement and your intent to use this property for a as described above.

1. PREMISES

The Event Center, with its address noted above, includes banquet tables and chairs to accommodate 200 guests. In addition, Tenant shall be entitled to erect an outdoor tent in the common area beside the Event Center at a location designated by the Landlord or Landlord's site representative, where the tent is from an approved event rental company. There will be an additional fee of **\$1,000.00 to be paid**. Tenant should notify Landlord of intent to erect a tent so that the fee can be included in pricing.

2. TERM OF RENTAL: shall be for One (1) Rental Day. One Rental Day is the timeframe beginning at **9:00 AM** on the event day and expiring at **11:00 PM** on the event day. The dates of the Rental Day(s) for the purposes of this contract shall be **TBD**.

The rental period (9:00 AM to 11:00 PM) includes time needed for preparation of the event space, the actual event, and cleanup after the event. Rental hours may not go past 11:00 PM. **Tenant may purchase the time from 11:00 PM until 12:00 Midnight for an additional \$350.00** to be paid at time of securing the Agreement. Landlord will provide a site representative or other designated person to open the Event Center at 9:00 AM on the day of the event (unless an earlier time as been purchased). Tenant understands and agrees that the Landlord and/or Landlord's site representative must always be obeyed.

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Keeper's Galley may also be leased the **day PRIOR to the above stated event to hold a welcome party, rehearsal dinner**, etc. for an additional fee of **\$1,200.00**. This additional rental would allow access to the property at **4:00 PM on the day PRIOR** to the event and would continue through event day, **ending at 11:00 PM**. Additional cleaning services can be coordinated prior to event day for a fee of \$500.00. Please notify Landlord if these services are needed.

3. DOWN PAYMENT FOR EVENT CENTER

(A) Tenant agrees to pay Landlord, in advance, a Down Payment in the amount of **\$1,000.00** to secure booking. If Tenant fails to return the signed Rental Agreement and Down Payment that are required under this Agreement, within seven (7) days from the date Tenant communicated to Landlord to reserve the Premises, then the reservation will be cancelled automatically without notice. Acceptable forms of payment should be submitted in U.S. funds and include personal check, cashier's check, debit card, or approved credit cards. A \$25.00 handling fee will be charged on all returned checks. A copy of the fully executed Agreement will be returned to Tenant via DocuSign once all parties have signed.

(B) Should Tenant desire to cancel this Rental Agreement, and if notification of such desire to cancel is received by Landlord, in writing, at least one hundred eighty (180) days prior to the date of the initial Rental Day, then the advanced rent payment put forth for Event Center specifically shall be retained by Landlord as liquidated damages. While Tenant will not receive a refund for the advanced rent payment already put forth, both Tenant and Landlord will be relieved of any further obligation hereunder. If Tenant cancels less than ninety (90) days prior to the initial Rental Day, Tenant shall be responsible for paying the entire Event Center rental fee to Landlord as liquidated damages.

4. SECURITY DEPOSIT: Upon the execution of this Agreement, Tenant shall provide a Security Deposit of **\$500.00** for the Event Center to be held by the Landlord until completion of the Agreement. The Security Deposit is meant to cover any damages beyond normal wear and tear. **Once the property is inspected and deemed returned in acceptable condition, the Security Deposit will be refunded within sixty (60) days after the rental.** If there are charges to be deducted from the Security Deposit, a detailed accounting of the charges will accompany the refund. The Security Deposit does not get applied towards the Rental Fee.

The Tenant will also complete the enclosed **credit card authorization form to be kept on file by Landlord to cover any catastrophic damages or default to the Event Center.** Should Tenant fail to perform any of the terms of this Agreement over and above coverage of the \$500.00 Security Deposit, then Landlord may, upon providing a detailed accounting of failures of performance to Tenant, charge the credit card, or so much thereof as may be necessary, to compensate toward the payment of the rents, charges or other sums due from Tenant and towards any loss, damage, or expense, sustained by Landlord resulting from such default on the part of the Tenant. The credit card authorization form will be shredded upon completion of this Agreement.

5. BALANCE DUE: including taxes and any fees for goods or services as shown above, must be received by Landlord no later than **90 days prior to date of arrival** for the rental. If the balance is not received by 90 days prior to arrival, Landlord shall have the right, without further notification, to deem the reservation canceled, with all pre-payment subject to the cancellation and termination policy set forth in Paragraph 11. Acceptable forms of payment should be submitted in U.S. funds and include: personal check; cashier's check; debit card; or approved credit cards. A \$25.00 handling fee will be charged for all returned checks. For reservations made less than 90 days from check-in, all funds, or total as shown above, are due **immediately**. **ALL RESERVATIONS AND ASSOCIATED FEES MUST BE PAID IN FULL PRIOR TO ENTRY ONTO THE PROPERTY.**

6. CANCELLATIONS: must be made in writing and received by Landlord at least **180 days prior** to event date. Refunds are available only if all of the Property is re-rented. The tenant is responsible for verifying that
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the cancellation letter has been received by Landlord or its designated representative(s). If Landlord is unable to re-rent the Property, any and all pre-paid rental payments, administrative fees, and taxes due, will be forfeited. If the Property is re-rented, Tenant will receive a refund of any pre-paid rental payment, less the down payment and a service charge of \$125.00. Refunds will be payable to Tenant within 30 days after the subsequent re-rent payment has cleared Landlord's accounts.

In the event that an act of nature (i.e. hurricane) or any other unexpected event impairs the property and renders it unusable for occupancy, tenant will be offered two options: 1.) tenant will receive a credit of all monies paid to apply toward another available timeframe or 2.) tenant will be refunded all monies applied toward rent. In the event of a county-ordered mandatory evacuation due to a hurricane or other storm, a refund consideration for the prorated amount of time from the ordered evacuation until the area is reopened will be made with Keeper's Galley staff approval following a written request by the tenant.

TRIP CANCELLATION INSURANCE IS HIGHLY RECOMMENDED TO PROTECT AGAINST UNEXPECTED EVENTS.

I HAVE READ AND UNDERSTAND THE CANCELLATION POLICY: _____ (INITIAL).

7. RULES AND REGULATIONS

The rules and regulations for the Event Center, attached hereto ("Rules and Regulations") are made part of this Agreement. Tenant agrees to comply with any Rules and Regulations of Landlord in connection with the Premises, which are in effect at the time of the execution of the Agreement or which may be from time to time promulgated by Landlord in its reasonable discretion, provided such Rules and Regulations are in writing and are not in conflict with the terms and conditions of this Agreement.

8. PERMITTED USES

(a) The permitted use of the Event Center Premises shall be: **TBD** ("Permitted Use"). The Premises shall be used and wholly occupied by Tenant solely for the purposes of conducting the Permitted Use above. The Premises shall not be used for any other purposes unless Tenant obtains Landlord's prior written approval of any change in use. While Landlord makes no representation or warranty regarding the suitability of the Premises for or the legality (under zoning or other applicable ordinances) of the Permitted Use for the Premises, the Landlord does represent that it has no contractual obligations with other parties that will materially or substantially interfere with or prohibit the Permitted Use of Tenant on the Premises. Tenant shall not cause or permit waste in any form to occur on the Premises and shall not overload the floor, or any mechanical, electrical, plumbing, or utility systems serving the premises. Tenant shall keep the Premises, and every part thereof, clean and intact, free from any objectionable noises, loud music, disagreeable odors or nuisances, or other damages to the Premises.

(b) The maximum occupancy of the event center is 200. This must always be adhered to.

(c) If Tenant proposes to allow the serving of any form of liquor at the event, Tenant shall be solely responsible to obtain all necessary permits and approvals as may be required for the serving of alcohol. A copy of all permits and all liquor liability insurance which may be required for the event must be provided to Landlord, prior to Tenant being allowed to occupy the Premises. **All alcoholic service must be done by a licensed and insured caterer. No self-service serving of alcohol is permitted at any time.** Any violation is an automatic cause of termination of this Agreement, and Landlord bears no responsibility for any such violation.

(d) Considering that certain cultures and religions maintain a tradition of lifting the bride and/or groom on a chair and passing the chair(s) among the guests, due to insurance and safety concerns, this activity is strictly

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prohibited in Keeper's Galley Event Center, as well as on the Premises as a whole. Tenant acknowledges that Landlord and/or its representatives will retain no liability from any and all injuries emanating from a violation of this prohibition.

(e) Tenant agrees to defend, indemnify, and hold harmless Landlord, their officers, employees, and agents, from and against all claims, suits, damages, costs, and expenses arising from liability or loss for injury or death to persons or damages to property caused by any act or omission by the Tenant, their officers, agents, invitees, guests, contractors, suppliers, vendors, or any other persons authorized by the Tenant to use the leased Premises or any portion thereof or as a result of any of Tenant's activities or use of the facilities.

8. PARKING

The maximum number of automobile parking spaces at the event center is 39 automobiles. If Tenant needs additional parking, Tenant, through their event planner, must plan for shuttle services to the Event Center. Towing will be strictly enforced, and Tenant and/or their guests will be solely responsible for such incurred charges. **Keeper's Galley does offer Shuttle Services via a 15-passenger van for an hourly rate of \$100.00 and a minimum of 3 hours.** These hours do not have to be used consecutively. Please notify Landlord if you would like to purchase these services.

10. INSURANCE

Tenant agrees to secure event insurance for the permitted use. If Tenant proposes to serve alcohol during the permitted use, the insurance must include a liquor liability rider. The insurance shall name Gandt Development, LLC, as an additional insured. If a copy of the Certificate of Liability Insurance Policy is not received by Landlord at least ninety (90) days prior to the initial Rental Day, then Landlord and/or its designated representative(s) shall have the right to terminate this Rental Agreement for failure of Tenant to comply with its terms.

11. CONDITION OF PREMISES

Tenant agrees to return the Premises to Landlord at the expiration or prior termination of this Agreement, in as good condition and repair as on the Rental Commencement Date, natural wear and tear, damage by storm, fire, lightning, earthquake, or other natural disaster alone excepted. Tenant, through their caterer or other event planner, shall be solely responsible for the setup and breakdown of tables, chairs, and equipment prior to and after the event. Tenant shall indemnify and hold Landlord harmless from any liability, claim, demand, or cause of action arising on account of Tenant's breach of the provisions of this paragraph.

12. DESTRUCTION OF OR DAMAGE TO PREMISES

(a) If any portion of the Premises are destroyed by storm, fire, lightning, earthquake, or other natural disaster, Landlord shall have the right to terminate this Agreement on written notice to Tenant within thirty (30) days after such destruction. Further, this Agreement shall terminate as of the date of such destruction, and rental shall be accounted for as between Landlord and Tenant as of that date.

(b) If Tenant or Tenant's guest(s) cause damages to the Premises that in cost of repair exceed the amount of the Tenant's security deposit, Tenant agrees to be held solely responsible for the excess costs of repair to the Premises. Landlord will itemize any damage(s) and mail, email, or otherwise deliver this information to the tenant within thirty (30) days of the termination of the rental period. Tenant must submit payment to Landlord within thirty (30) days of receipt of the itemized list of damages.

13: NO SMOKING: of any substance is allowed on the premises. If smoking does occur on the premises: 1) Tenant is responsible for all damage caused by the smoking including, but not limited to, stains, burns, odors, INITIAL (TENANT): _____

and removal of debris; 2) Tenant is in breach of this agreement; 3) Tenant, guests, and all others may be required to leave the premises; and 4) Tenant acknowledges that in order to remove odor caused by smoking, the landlord may need to replace carpet and drapes and paint the entire premises regardless of when these items were last cleaned, replaced, or repainted. Such actions and other necessary steps will impact the return of any security deposit.

14. CONDEMNATION

(a) If the entire Premises shall be appropriated or taken under the power of eminent domain by any governmental or quasi-governmental authority or under threat of and in lieu of condemnation (hereinafter, "taken" or "taking"), this Rental Agreement shall terminate as of the date of such taking, and Landlord and Tenant shall have no further liability or obligation arising under this Agreement after such date, except as otherwise provided for in this Agreement.

(b) Landlord and Tenant, immediately after learning of any taking, shall give notice thereof to each other.

(c) If this Rental Agreement is not terminated on account of a taking as provided herein above, Tenant shall continue to occupy that portion of the Premises not taken. Tenant waives any statutory rights of termination that may arise because of any partial taking of the Premises.

15. ASSIGNMENT AND SUBLETTING

Tenant shall not assign this Rental Agreement or any interest hereunder or sublet the Premises or any part thereof or permit the use of the Premises by any party other than the Tenant, without Landlord's prior written consent. If consent to any assignment or sublease is granted, it shall not impair this provision, and it will not allow for any later assignments or subleases. Any subsequent assignments or subleases shall also be made only on the prior written consent of Landlord. No sublease or assignment by Tenant shall relieve Tenant of any liability hereunder.

16. EVENTS OF DEFAULT

The happening of any one or more of the following events (hereinafter any one of which may be referred to as an "Event of Default") during the term of this Rental Agreement, or any renewal or extension thereof, shall constitute a breach of this Agreement on the part of the Tenant: (a) Tenant fails to pay when due the rental or any other monetary obligation as provided for herein; and/or (b) Tenant fails to comply with or abide by and perform any non-monetary obligation imposed upon Tenant under this Agreement.

17. REMEDIES UPON DEFAULT

Upon the occurrence of any Event of Default, Landlord may pursue any one or more of the following remedies separately or concurrently, without prejudice to any other remedy herein provided or provided by law: (a) Landlord may terminate this Rental Agreement by giving written notice to Tenant and upon such termination shall be entitled to recover from Tenant damages as may be permitted under applicable law; and/or (b) Landlord may terminate this Agreement by giving written notice to Tenant and, upon such termination, shall be entitled to recover from the Tenant damages in an amount equal to all rental which is due and all rental which would otherwise have become due throughout the remaining term of this Agreement. No termination of this Agreement prior to the normal ending thereof, by lapse of time or otherwise, shall affect Landlord's right to collect rent for the period prior to termination thereof.

18. HOLDING OVER

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If Tenant remains in possession of the Premises after the expiration of the term hereof, or if forced to leave by the site representative due to violation of this Rental Agreement, Tenant shall be a tenant at sufferance, and there shall be no renewal of this Rental Agreement by operation of law. In such event, the hourly rental payable under paragraph 3 above shall for each hour, or fraction thereof during which Tenant so remains in possession of the Premises, be quadruple the hourly rental otherwise payable under paragraph 3 above.

19. ENVIRONMENTAL LAWS

(a) Tenant covenants that with respect to any hazardous materials (as defined below) it will comply with any and all federal, state, or local laws, ordinances, rules, decrees, orders, regulations, or court decisions relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions on, under, or about the Premises, or soil and ground water conditions, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Resource Conservation and Recovery Act, the Hazardous Materials Transportation Act, any other legal requirement concerning hazardous or toxic substances, and any amendments to the foregoing (collectively, all such matters being "Hazardous Materials Requirements"). Tenant shall remove all hazardous materials from the Premises, either after their use by Tenant or upon the expiration or earlier termination of this Rental Agreement, in compliance with all Hazardous Materials Requirements.

(b) For purposes of this Rental Agreement, "Hazardous Materials" means any chemical, compound, material, substance of other matter that: (i) is defined as a hazardous substance, hazardous material or waste, or toxic substance pursuant to any Hazardous Materials Requirements, (ii) is regulated, controlled or governed by any Hazardous Materials Requirements, (iii) is petroleum or a petroleum product, or (iv) is asbestos, formaldehyde, a radioactive material, drug, bacteria, virus, or other injurious or potentially injurious material (by itself or in combination with other materials).

(c) The warranties and indemnities in this paragraph shall survive the termination of this Rental Agreement.

20. NOTICES

All notices required or permitted under this Rental Agreement shall be in writing and shall be personally delivered, sent by e-mail, or by other overnight service.

21. GENERAL TERMS

(a) "Landlord" as used in this Rental Agreement shall include Gandt Development, LLC, its members, managers, representative(s), assigns, and successors in title to the Premises. "Tenant" shall include the undersigned and its heirs, representatives, assigns and successors, and if this Rental Agreement shall be validly assigned or sublet, shall also include Tenant's assignees or sublessees as to the Premises covered by such assignment or sublease. "Landlord" and "Tenant" include male and female, singular and plural, corporation, partnership or individual, as may fit the particular parties.

(b) No failure of Landlord to exercise any power given Landlord hereunder or to insist upon strict compliance by Tenant of its obligations hereunder and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Landlord's right to demand exact compliance with the terms hereof. All rights, powers, and privileges conferred in this Rental Agreement upon parties hereto shall be cumulative and not restrictive of those given by law.

(c) Time is of the essence in this Rental Agreement.

(d) This Rental Agreement may be executed in one or more counterparts, which taken together, shall constitute one and the same original document. Copies of original signature pages of this Agreement

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may be exchanged via facsimile or e-mail, and any such copies shall constitute originals. This Agreement constitutes the sole and entire agreement among the parties hereto and no modification of this Agreement shall be binding unless in writing and signed by all parties hereto. The invalidity of one or more provisions of this Agreement shall not affect the validity of any other provisions hereof and this Agreement shall be construed and enforced as if such invalid provisions were not included.

(e) Each signatory to this Rental Agreement represents and warrants that he or she has full authority to sign this Agreement and such instruments as may be necessary to effectuate any transaction contemplated by this Agreement on behalf of the party for whom he or she signs and that his or her signature binds such party. The parties acknowledge and agree that: (i) the initials lines at the bottom of each page of this Agreement are merely evidence of their having reviewed the terms of each page, and (ii) the complete execution of such initials lines shall **not** be a condition of the effectiveness of this Agreement.

(f) If legal proceedings are instituted to enforce any provision of this Rental Agreement, Tenant agrees to pay Landlord's fees, costs and expenses, including all reasonable attorneys' fees incurred by Landlord.

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EVENT CENTER (“KEEPER’S GALLEY) RULES, REGULATIONS, AND INFORMATION

1. EVENT CENTER ACCESS will be issued to the Tenant at **9:00 AM** on day of event by Keeper’s Galley staff. **Rental of the building is from 9:00 AM to 11:00 PM** includes time needed for event preparation, actual event duration, and cleanup after the event. The building will be locked at 11:00 PM promptly by Keeper’s Galley staff. **Tenant may purchase an additional hour from 11:00 PM to Midnight for \$350.00.** Please notify Landlord of additional rental needs for inclusion in the final pricing. Guests must arrive no earlier and depart no later than the contracted rental time. If the event runs longer than the contracted rental time, additional fees will be charged.

Keeper’s Galley may also be leased the **day PRIOR to the above stated event to hold a welcome party, rehearsal dinner**, etc. for an additional fee of **\$1,200.00**. This additional rental would allow access to the property at **4:00 PM on the day PRIOR** to the event and would continue through event day, **ending at 11:00 PM**. Additional cleaning services can be coordinated prior to event day for a fee of \$500.00. Please notify Landlord if these services are needed.

The rental includes the Event Center building (Keeper’s Galley) and the adjacent courtyard space (trellis and outdoor bar).

2. EQUIPMENT AND FURNISHINGS include a full caterer’s kitchen, banquet tables and chairs to accommodate 200 guests. Event furniture included:

- 20 Five (5) foot round tables
- 2 Four (4) foot round tables
- 8 Round cocktail tables with adjustable column
- 2 Six (6) foot rectangular tables
- 2 Eight (8) foot rectangular tables
- 1 Four (4) foot half table
- 200 White padded folding chairs
- Mobile Bar

Sound and microphone system, television, wi-fi are also available. Keeper’s Galley does not own or provide linens, décor, dinnerware or dancefloor. Keeper’s Galley is **NOT** responsible for set-up of tables and chairs prior to the event. Tenant is responsible for set-up. Keeper’s Galley staff will break down tables and chairs after the event. Tenant is responsible for removal of ALL debris from the tables and floors after the event.

3. A WEDDING COORDINATOR is strongly encouraged to assist with all the moving parts of the wedding. In the absence of a wedding coordinator, Tenant will provide a central point of contact for Keeper’s Galley representative and vendors to work with. Keeper’s Galley will not assume the role of wedding coordination under any circumstances.

The Wedding Coordinator also agrees to oversee and protect the usage of all of the remote controls used throughout the event center. Upon conclusion of the event, the Wedding Coordinator will ensure that all remotes are returned and locked in their appropriate storage location.

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4. ALL PREPARATION ASPECTS including decorations, catering, music and special lighting requirements must be pre-approved by Keeper's Galley staff. The Wedding Coordinator (or point of contact) is to communicate with Keeper's Galley regarding the decorating plan. Lighting (ex. stringed blubs) must be done by a pre-approved professional vendor. Nothing can be posted, taped, nailed, screwed, or otherwise attached to any areas, fixtures, and furnishing by the Tenant. Balloons, rice, bird seed, sky lanterns, artificial flower petals and live animals are not permitted. Candles must be in an enclosed container.

5. VENDORS must be pre-approved by the Keeper's Galley staff and provide an on-site point of contract from their staff to the Wedding Coordinator (Point of Contact). Caterers are required to have and provide copies of their General Liability and Liquor Liability insurance to the Keeper's Galley staff. Caterers are required to stay throughout the duration of the event. No drop-off services permitted. Caterers are responsible for removing all trash from the event and cleaning the kitchen and all surrounding areas.

6. FIREWORKS are not permitted on ANY portion of the Property.

7. SMOKE ALARMS: Tenant acknowledges that s/he will report any malfunction in these items promptly to Landlord and will hold Landlord harmless if s/he has not done so.

8. SPRINKLER SYSTEM: Tenant acknowledges that tampering with these items in the event center is prohibited and that any damages resulting from such tampering will be the responsibility of the Tenant. Tenant also acknowledges that s/he will report any malfunction or tampering in these items immediately to the Landlord and will hold Landlord harmless if s/he has not done so.

9. INTERNET: Tenant agrees that neither Tenant nor any of Tenant's guests will use the internet for any illegal or fraudulent activity, or for any improper purposes, including: copyright or trademark infringement, spamming, hacking, or any threatening behavior including, but not limited to, any such improper behavior as defined in the Digital Millennium Copyright Act of 1998. There will be no refunds for outages or disruptions of internet service.

10. ALCOHOLIC BEVERAGES are permitted in Keeper's Galley and include beer, wine and liquor. **All alcohol must be served by the licensed and insured catering staff; no self-serve bars allowed.** Kegs must be in a kegerator. Cash bars are limited to non-profit organizations only who obtain a special One-Time PERMIT from the NC ABC Commission. A "last call" for alcohol must be announced 30 minutes prior to event's conclusion, and the bar must be closed 15 minutes prior to the end of your event.

11. SMOKING is prohibited in all indoor facilities.

12. 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 state of North Carolina.

13. ALL ITEMS belonging to and/or rented by the Tenant and vendors must be removed from the facility directly following the conclusion of the event. Keeper's Galley assumes no responsibility for loss of any items left behind at the facility belonging to the Tenant or associated vendors.

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14. The organization, individual party or groups responsible for the rental of Keeper's Galley assume all liability during and as a result of the sponsored event or activity. Keeper's Galley reserves the right to charge the Tenant additional fees as a result of extra security and other Keeper's Galley staff, excessive cleaning or incurred damages. Any and all damages 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.

15. PARKING for 39 vehicles is available at on-site at Keeper's Galley. Please note that parking restrictions are STRICTLY ENFORCED in almost all areas of the Outer Banks. Do not park on the street in front of the Property. If Tenant or any guests do so, they risk being towed or ticketed, at no cost or expense to Landlord. Local ordinance of the municipalities and counties prohibit the connection of RVs or use of RVs for occupancy purposes. All vehicles associated with the event must vacate the premises at the end of the event.

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KEEPER'S GALLEY DECORATING RULES & REGULATIONS

- **YOU are responsible for ensuring that these directions are followed. Failure to adhere to these Rules & Regulations may result in additional damage fees, and/or denial of future use.**
- You will be granted access to Keeper's Galley at 9 AM on the day of your event. The event time is 11 PM, unless an additional hour is purchased ahead of time. If you have rented the space for the day prior to your event, you will be granted access at 4 PM on the day before.
- The site must be vacated at 11 PM (or midnight if additional hour purchased). This means the property is free of all guests, event items and trash.
- The hours you have booked contract include your decorating & tear-down time.
- You are responsible for set up of tables and chairs. Keeper's Galley staff will break the tables down at the conclusion of the event.
- Please review these directions with all members of your decorating crew and hired vendors.

Restrictions

To ensure that Keeper's Galley is maintained in pristine condition for our guests, we ask that you refrain from utilizing the following:

- We have installed some amazing chandeliers for your enjoyment. However, **the chandeliers are extremely delicate and fragile and can be easily entangled.** They are beautiful to look at, but do not do well when struck by objects. **PLEASE refrain from throwing any objects in the direction of the chandeliers.** Bouquets and garters can be tossed, as long as they are NOT in the direction of a chandelier. Please ensure that your Wedding Coordinator, DJ, and/or Band understands this requirement when planning the bouquet/garter toss. Should the chandeliers be struck by an object and tangled, the Tenant will be responsible for any repairs and/or maintenance required to return the chandelier to its original state.
- Tape on any wall, floor, ceiling, deck, railing, table, chair or trellis work.
- Blue painter's tape, electrical tape, gaffers' tape; 3M tape products, foam tape, gum type tape or adhesive sticky goo. Nails tacks, staples, pins or glue cannot be used on the facility walls, floors, equipment.
- Throwing of birdseed, rice, salts, glitter, oatmeal or confetti – including biodegradable versions.
- Blowing of bubbles inside the facility; bubble blowing is allowed outdoors.
- Sprinkling of glitter, confetti, potpourri, sequins, opened candy, herbs, sand, moss or ash on tables, floors, ledges or windowsills – including biodegradable versions.
- Sparklers or pyrotechnics inside or out – fireworks (including sparklers) are illegal within city limits.
- Use of flammable or combustible materials are prohibited. No open flame or fires are permitted on-site.
- Open flames or burning of items – including s'more roasting.
- Tiki torches inside or outside.

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- Balloon releasing and no floating lanterns.
- Water gel beads (often used in floral arrangements).
- Hay bales - inside or outside (fire hazard).
- Live Christmas trees (fire hazard); please use artificial trees
- Bubble, fog, rain/snow machines or pull smoke grenades.
- Décor affixed to chandelier or light fixtures.
- Animals/pets.
- Signage banners or decorations to the Keeper's Galley exterior, signage or trellis work.
- Staking into Keeper's Galley landscaping and grass lawn. Free-stand shepherd hooks only.
- Hanging / affixing / nailing any items to surrounding trees and shrubs on the property.
- Space heaters or propane umbrella heaters inside.

Allowances

- Tents are allowed on premise for an additional fee of \$1,000.00. Please inform Keeper's Galley staff if you intend use a tent. A professional service must be utilized that is familiar with the layout of Keeper's Galley (see preferred vendors list). We have also installed permanent anchors. Tenting at Keeper's Galley is only allowed where the permanent anchors are located.
- Open flame candles for wedding ceremonies unity candles or candelabras may be used without an enclosed glass holder as long as they are lit just prior to the ceremony and extinguished immediately after the ceremony. Please inform Keeper's Galley staff if you will be using these.
- Flower petals can be displayed on indoor tables & windowsills (silk preferred) but not on the floors. Flower petals can be sprinkled by a flower girl down ceremony aisle (silk petals preferred indoors, live petals required outdoors) but the aisle cannot be fully-coated or fully-lined with the petals. Petals cannot be tossed by guests. Petals must be cleaned up by renter by end of event.

Ceiling Decorating Tips

- We encourage the use of freestanding decorations.
- We have installed hooks around the perimeter, above the doors, to assist with draping/lighting.
- We recommend hiring a professional decorating company to assist you with tent ceiling decorating (see our preferred vendors list).
- Zip-ties, bendable metal shower hooks, fishing wire or string work great to hang items from outside or inside.
- We recommend hanging your décor with zip-ties, dowels, fishing wire or string. Please no tape.
- Objects heavy enough to leave marks on the floor are not to be drug across the floors. Please use a hand truck or dolly. No motorized vehicles are permitted inside the facility.
- Broken glass and other sharp objects need to be disposed of separately from the regular trash containers in the facility.

INITIAL (TENANT): _____

Yard Games

- Yard games can be permitted if approved in advance. Please email a list of the yard games you would like to have at your event to our office for review at least one month in advance of your event. The sooner always the better though before you get too far into your planning and purchasing!
- We will not approve any games that require staking into our lawn such as croquet, horse shoes or lawn darts.
- We will not approve any games involving mess creating items such as eggs, water balloons, etc.
- Games most often approved include lawn bowling, bean bag toss, corn hole, washers, ladder ball, 3 legged races, Frisbee, qolf, miniature golf, badminton & Jenga.
- Please do not use any chalk to outline games.

Beach Weddings

A permit is not required for ceremonies on the beach; however, guests should observe the “no parking” signs on S. Virginia Dare Trail and South Old Oregon Inlet Rd. Alcohol may not be served on the beach. Tents are not allowed on the beach in order to maintain clear access by beach patrol lifeguards.

**EVENT CENTER (“KEEPER’S GALLEY”)
LIABILITY RELEASE AND EXPRESS ASSUMPTION OF RISK**

For and inconsideration of the use of Keeper’s Galley event center, I hereby assume responsibility and liability for all injuries of damages to persons or property which may occur, directly or indirectly, as a result of my use or Keeper’s Galley for my planned event, as such event is described in this contract, whether such injury or damage occurs before, during or after such event. Also, I shall indemnify and hold harmless Keeper’s Galley, their staff and agents from all responsibility against any claims filed by parties for an 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. Keeper’s Galley 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 Keeper’s Galley property, I hereby personally assume all risks in connection with my actions and those of any service providers while on the Keeper’s Galley property and, for any harm, injury or damage that may befall me or those of any service providers, 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 the liability release and express assumption of risk by reading it before I signed it on behalf of myself and my heirs.

TENANT:
Individual(s)

Signature

Signature

Printed Name

Printed Name

Date: _____

Date: _____

LANDLORD:

Gandt Development, LLC.

By: _____(SEAL)

Date: _____

INITIAL (TENANT): _____

EVENT CENTER (KEEPER’S GALLEY)
PAYMENT TERMS, DOWN PAYMENT, SECURITY DEPOSIT AGREEMENT

This agreement is between above said Landlord (Gandt Development, LLC) and Tenants (TBD).

In accordance with above sections 3 (Event Center Down Payment), 4 (Security Deposit), and 5 (Balance Due), following is detail of payment terms, down payment, and security deposit due from Tenant to Landlord:

PROPERTY RENTAL DETAILS

Keeper’s Galley Event Center **TBD**

RATE AND PAYMENT SCHEDULE

<INSERT QUOTE>

THIS DOCUMENT IS A BINDING LEGAL CONTRACT. EXECUTION OF THIS DOCUMENT HAS LEGAL CONSEQUENCES THAT COULD BE ENFORCEABLE IN A COURT OF LAW. LANDLORD MAKES NO REPRESENTATIONS CONCERNING THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS DOCUMENT OR THE TRANSACTION TO WHICH IT RELATES. LANDLORD RECOMMENDS THAT YOU CONSULT YOUR ATTORNEY BEFORE SIGNING.

IN WITNESS WHEREOF, the parties hereto have hereunto caused this Rental Agreement to be duly executed.

To signify your acceptance of this Rental Agreement for the Event Center, type (print) your name below exactly as it appears on Page 1 of this Rental Agreement. Your signature is evidence of acceptance of this Agreement and the Total Amount Due of **TBD**.

TENANT:

Individual(s)

Signature

Signature

Printed Name

Printed Name

Date: _____

Date: _____

LANDLORD:

INITIAL (TENANT): _____

Gandt Development, LLC.

By: _____ (SEAL)

_____ (SEAL)

Date: _____

INITIAL (TENANT): _____

Credit Card Authorization Form

Please complete all fields. Authorization will remain in effect until which time rental agreement at Event Center has been satisfied or contract is terminated.

Credit Card Information
Card Type: <input type="checkbox"/> MasterCard <input type="checkbox"/> VISA <input type="checkbox"/> Discover <input type="checkbox"/> AMEX <input type="checkbox"/> Other _____
Cardholder Name (as shown on card): _____
Card Number: _____
Expiration Date (mm/yy): _____
Cardholder ZIP Code (from credit card billing address): _____

I, _____, authorize Gandt Development, LLC to charge my credit card above for any loss, damage, or expense to the Event Center (Keeper's Galley), sustained by Landlord resulting from such default on the part of the Tenant.

I understand that my information will be saved for future transactions on my account and will be removed from file once all conditions of rental agreement of Event Center have been satisfied by both the Tenant and the Landlord.

Signature

Date

INITIAL (TENANT): _____

PAYMENT PROCESSING

1.) Personal Check, payable to **Gandt Development, LLC** and mailed to:

Gandt Development, LLC
P.O. Box 97
Nags Head, NC 27959

2.) Authorization to charge credit card (complete below):

I, _____, authorize Gandt Development (Landlord) to charge the attached credit card a total of **\$1,500.00** (\$1,000 Down Payment and \$500.00 Security Deposit) to confirm my booking at the Cottage Court (Haven on the Banks).

Signature

INITIAL (TENANT): _____