



# NEW HANOVER COUNTY ARBORETUM

## RENTAL AGREEMENT - WEDDINGS & PRIVATE EVENTS

	Tues - Thurs	Fri-Sun	Refundable Security Deposit
1 hour - no rentals	\$300		\$300
2 hours	\$1000	\$1400	\$700
4 hours	\$2000	\$2800	\$700

**Security Deposit:** Required for all events. This fee is refundable provided regulations of the entire contract have been adhered to.

**Additional Hours:** Up to 2 extra hours may be purchased at \$250 per hour for the 4 hour package only.

### RENTAL TERMS (please initial all)

\_\_\_\_\_ **Fees:** At the time of scheduling, a contract must be executed and all applicable fees must be paid. No date is considered firm until this is accomplished. The remaining balance is due 60 days prior to the event. We accept credit cards or checks made payable to the New Hanover County Arboretum. An invoice will be emailed to you after the signed contract is received.

### TO SECURE RESERVATION

- Signed contract
- 50% of rental fees for 2 and 4 hour packages ( 1 hr must be paid in full)
- Refundable security deposit

\_\_\_\_\_ **Guests:** The maximum number of guests for any event is 150. Guests and their behavior are the responsibility of the lessee. Any damage to the Arboretum grounds or property due to misconduct of lessees and/or guests will result in legal action. Guests may leave their cars in the main parking lot only after a wedding reception with the permission of the Arboretum venue coordinator.. Vehicles may not be left overnight for a ceremony-only event.

\_\_\_\_\_ **Event Coordination:** For the 2 and 4 hr package, it is a required condition that you obtain a qualified planner or coordinator that is, at a minimum, responsible for setup, directing the event and any rehearsal (if applicable), managing vendors and rentals, and breaking down the event to ensure the Arboretum is returned to its original state. Any new coordinators must meet with our Special Event Program Coordinator no later than 60 days prior to the event. Failure to acquire a qualified event coordinator will result in a loss of deposit.

\_\_\_\_\_ **Smoking:** Smoking of any kind including vaping is strictly prohibited. Violation of our non-smoking policy *will* result in loss of the security deposit if smoking or evidence of smoking is discovered.

\_\_\_\_\_ **Security:** A deputy from the New Hanover County Sheriff's Department will be present at wedding receptions to provide security and, if necessary, rule enforcement. Arboretum staff members will also be present to provide support and rule enforcement.

\_\_\_\_\_ **Rehearsal Time:** A one-hour wedding rehearsal time must be scheduled with the Arboretum Venue Coordinator. Monday-Thursday 8:00 a.m. - 4:00 p.m., Friday 8:00 a.m. - 1:00 p.m.. Available for 2 and 4 hour packages only.

\_\_\_\_\_ **Arrival:** The wedding party may arrive one hour prior to the rental start time. Two separate dressing rooms are available for the bride and groom and their wedding party. Guests may arrive 30 minutes prior to the ceremony.

\_\_\_\_\_ **Pets:** Dogs are allowed on the grounds but must be kept on a leash at all times. Waste must be picked up and disposed of in a trash can.

\_\_\_\_\_ **Decorations & Rentals:** New Hanover County Arboretum is rented "as is" and does not include tents, chairs or other rentals. Tents and dance floors are required for all receptions, with tent placement pre-determined by the Arboretum. Any damage caused by the erection, use or removal of a tent will result in loss of security deposit.

In order to protect the natural environment, decorations are limited to table decorations or free-standing decorative elements. Nothing may be hung on trees except lighting installed by a qualified lighting company. Nothing may be in plant beds, and may only be installed the day of the event. There are to be no open flames, including candles, torches or sparklers. Plant seeds, birdseed, rice, confetti and balloons are strictly prohibited for celebrations or sendoffs. Fresh flower petals are allowed, though *all petals must be removed*.

\_\_\_\_\_ **Vendor Delivery and Setup:** For the purpose of this document the word "vendor(s)" shall refer to any type of service business, i.e., including, but not limited to; florist, musicians, rental companies, etc. Vendors shall be responsible for all setup prior to an event, all service during the event, and all clean-up after the event. Vendors must be completely self-sufficient and able to provide transportation of all equipment and supplies by hand trucks or wheeled carts. Arboretum staff will not assist with setup or breakdown. Below are the approved times your vendors can come on site to begin event setup. Vendors must park in the main lot and check in upon arrival. **All vendors must unload from the parking lot, unless given prior approval by the Arboretum Wedding Coordinator to drive on our service road within the gardens.**

\_\_\_\_\_ **TENT & RENTALS: Tent Setup** - day of event unless prior approval received from the arboretum venue coordinator. **Please contact the venue coordinator to confirm setup time.** All tents must be removed by noon the day following an event, or a \$200/day fee will be charged to the lessee.

**ALL OTHER VENDORS:** Can arrive and set up the day of ( no earlier than 8am). **Please be aware the Arboretum venue coordinator will not be on site until one hour prior to the contracted time.** The Arboretum cannot be held responsible for any damages prior to staff being onsite.

\_\_\_\_\_ **Service Road:** For vendors to access the service road within the Garden for setup and breakdown, we require a minimum of \$1 million general liability and \$1 million auto liability listed on a Certificate of Liability addressed to *New Hanover County, 230 Government Center Drive, Wilmington, NC 28403*. Any attempt to use the service road without approval, by vendor or event attendee, will result in loss of deposit.

\_\_\_\_\_ **Caterers:** Any contracted caterers must provide a minimum of \$1 million auto liability, in addition to a current permit and sanitation grading from the New Hanover County Health Department or their local permitting agency. **Please make sure your caterer is provided with enough trash cans and liners for your event, in addition to bar mats or astro turf for any bars.** Ice may not be dumped in the lawn areas or in flower beds. Food trucks are allowed and hookups are provided. Generators may not be used.

\_\_\_\_\_ **Alcohol: Alcohol may only be served for events taking place after hours or when the gardens are closed to the public.** Only beer and wine are permitted, with liquor limited to 2 pre-mixed cocktails. You must hire a bartender from a licensed and insured caterer or bartending company.. Kegs are allowed. New Hanover County Arboretum requires the use of barmats or astro turf, which may be provided by your rental company. **For events serving liquor; the lessee must obtain a *Special Limited Occasion Permit* from the NC Alcoholic Beverage Control Commission and NHC Arboretum must receive a copy.**

The lessee is wholly responsible for any common law social host activity which may result directly or indirectly from the consumption of alcoholic beverages during the event. The NHC Arboretum/New Hanover County specifically disclaims all such liability. Should New Hanover County, or any agent thereof, is found by any court or similar authority to be liable to any person or party resultant of the consumption by any party of such beverages during the event, you agree to wholly indemnify and hold New hanover County harmless of said liability to the greatest extent allowable under applicable law.

\_\_\_\_\_ **Drones:** Requests to fly drones must be approved by the Event Coordinator at the New Hanover County Arboretum prior to the event date. Proof of general liability insurance and a signed waiver is required.

\_\_\_\_\_ **Entertainment:** Volume levels for entertainment must abide by the City of Wilmington Noise Ordinance. No amplified music will be allowed past 10:00 PM. Should an Arboretum representative request sound volume to be lowered, compliance is expected; the second warning will be from the New Hanover County Sheriff's Office or the Wilmington Police Department.

\_\_\_\_\_ **Cleanup and Removal:** All events must end within the contracted time. Any deviation of this will result in a penalty of \$500/hour. The latest an event can be contracted for is 10:00 PM. All items brought into the garden must be removed from the garden immediately following the event, including decorations, flowers, ice and garbage. It is the lessee's responsibility to have everything removed one hour following the event. All tents must be removed by noon the day following an event, or a \$200/day fee will be charged to the lessee.

\_\_\_\_\_ **Cancellation:** The New Hanover County Arboretum maintains the right to cancel, without advance notice, any event not in compliance with agreement terms and regulations. It is the responsibility of the person requesting the facilities and services to ensure that the event and patrons are in compliance with all applicable regulations.

In the event that conditions are deemed unsafe due to circumstances beyond control of the New Hanover County Arboretum, the event may be canceled by the New Hanover County Arboretum and all fees will be refunded. Should the lessee decide to cancel the event, all fees except the security deposit will be refunded with a written notice of cancellation 90 days prior to the event.

\_\_\_\_\_ **Security Deposit:** A thorough evaluation of any damages will be made by an New Hanover County Arboretum representative following your event. The security deposit refund will be processed within 30 days of your event, provided that no damages have occurred and all contract regulations and guidelines were properly followed. If any damages or contract violations are discovered, a detailed explanation will be provided along with a partial refund, if applicable, within this time period. In the event of a lost or misplaced refund check, a new check can be issued for a \$35 fee.

I (print name), \_\_\_\_\_, as the lessee of the event described below, agree to comply with all stated regulations in the New Hanover County Arboretum Rental Agreement. I have knowingly initiated all terms and will adhere to all items stated above and assume responsibility for any violations by my vendors or guests. I understand that the New Hanover County Arboretum and the Friends of the New Hanover County Arboretum specifically disclaims any and all such liability. In the event that New Hanover County or any agent thereof is found by any court or similar authority to be liable to any person or party resulting from the consumption by any party of such beverages during the event, I agree to wholly indemnify and hold New Hanover County harmless of said liability to the greatest extent allowable under applicable law.

The New Hanover County Arboretum and the Friends of the New Hanover County Arboretum will assume no responsibility for loss, theft, or damage to vehicles, personal items or equipment.

Lessee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Wedding Date: \_\_\_\_\_ Rental Time: \_\_\_\_\_

Name - Bride/Partner 1: \_\_\_\_\_

Name - Groom/Partner 2: \_\_\_\_\_

Wedding Locations(s): *(Circle all that apply)*

*Grand Lawn, Gazebo, Woodland Gardens, Japanese Gardens, Red Bridge Island, Butterfly Knoll*

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New Hanover County Arboretum Approval: \_\_\_\_\_ Date: \_\_\_\_\_

Services may not begin until the contract is fully executed by all parties