

THE SPILLWAY – EVENT VENUE

1252 Mill Pond Road

Whiteville, NC 28472

Reservation Terms / Facility Rules

Representation

THE SPILLWAY is managed by J Ray Realty, LLC in Whiteville, NC.

J Ray Realty is available by phone or at the office during regular business hours to schedule appointments to view the facilities, answer questions and meet with Renters. Appointments outside of regular business hours must be requested in advance.

Neither J Ray Realty's representatives nor members of THE SPILLWAY's Ownership will be present during events unless as invited guests. Representatives of J Ray Realty or Ownership may be present to render additional services outside of overseeing THE SPILLWAY:

- Any additional services provided during an event by representatives of J Ray Realty or Ownership must be agreed upon between the Renter and the applicable representative prior to the event and may be at additional costs. THE SPILLWAY is not responsible for any additional services provided by J Ray Realty or members of Ownership.

In case of an emergency, THE SPILLWAY's representatives may be reached at the following:

- | | | |
|---|-----------------------|----------------------------------|
| - J Ray Realty | (910) 642-8111 | jrayrealty@embarqmail.com |
| - Eric D Hill (property manager) | (910) 625-8199 | erichillreal@hotmail.com |

J Ray Realty is located at 101 Courthouse Square, Whiteville NC 28472.

Reservations / Availability

THE SPILLWAY is available to reserve on a “first come, first serve” basis. Dates may be reserved with completion of this reservation contract and submission of deposits or other applicable payments. There will be no “hold the date” arrangements. NO EXCEPTIONS.

Requests for reservations less than five (5) days prior to event date may be subject to additional “last minute” reservation fees, as defined in the Rates section below.

Reservations may be made by contacting J Ray Realty at (910) 642-8111.

Reservation Rates

- Weekdays: Monday – Thursday
 - o \$200 during business hours (8:00am – 5:00pm)
 - o additional \$50 for continued access after 5:00pm
- Weekends: Friday – Sunday
 - o \$400 for full day reservation (includes evening/night hours)
 - o \$225 for half day reservation (see *Reservation Request Form* for time options)
- Holiday rates may vary
- “Last Minute” Reservation additional fees:
 - o requests made less than 5 days prior to event: 25% of *total* reservation cost
 - o *** THE SPILLWAY reserves the right to deny “Last Minute” reservations due to a number of reasons including, but not limited to: availability of a member of the Management Company or an Owner to meet with requesting party, readiness of the facility for the requested type of event (inside or outside), time to ensure that requested type of event is appropriate for the facility, etc

Contact J Ray Realty at (910) 642-8111 to discuss multi-day rates and business event pricing.

THE SPILLWAY also offers on-site tables and chairs to rent for your event for \$1 each.

Deposits for Damages & Cleaning

A refundable deposit must be received along with the reservation contract. The deposit will be returned within ten (10) business days of the end of the event – after a walkthrough inspection has been completed by a member of the Management Company or the Owners and after any further cleaning or damage issues have been acceptably addressed. If damages to the facility exceed the amount of the deposit being held, the Renter shall be liable.

Deposit amounts may vary based on type of event, number of expected attendees etc.

Deposit amounts DO NOT apply towards the event’s reservation cost since they are refundable.

Cancellation / Termination / Rescheduling / Refunds

Cancellation or Rescheduling may be requested up to fifteen (15) days prior to scheduled event and all money previously paid shall be refundable.

Cancellation or Rescheduling less than fifteen (15) days prior to scheduled event may result in the following fees and/or forfeitures:

- Cancellation less than 15 days prior to event = forfeit of 50% of previously paid money
- Cancellation less than 5 days prior to event = forfeit of 100% of previously paid money
- Rescheduling less than 15 days prior to event = \$25 rescheduling fee
- Rescheduling less than 5 days prior to event = see “Last Minute” Reservation fees above

THE SPILLWAY reserves the right to terminate a reservation due to either of the following:

- The venue is unusable due to circumstances beyond the control of THE SPILLWAY
 - o 100% refund will be issued within 5 business days
- It is determined, after the reservation has been set, that the Renter or someone within the Renter’s party falls under the Right To Refuse Reservation terms shown below
- It is determined, after the reservation has been set, that the Renter or someone within the Renter’s party has previously broken any of the rules, as defined in the Rules section

Termination of reservations based on the above may result in forfeiture of all paid money.

Refunds will be issued within ten (10) business days of confirmed Cancellations / Terminations.

Inclement Weather

In the event of extreme inclement weather, such as a hurricane, the Management Company will make reasonable efforts to accommodate a *rescheduling* of the event and waiving of the rescheduling fees noted above. In general, THE SPILLWAY will consider it to be extreme inclement weather if schools and/or businesses must also be shut down. Therefore, for example, a simple thunderstorm and rain on the day of a planned outside wedding will not be considered extreme inclement weather and will not qualify for waiving of rescheduling fees.

Event hosts wishing to *cancel* an event due to inclement weather, as opposed to rescheduling, may be subject to cancellation fees listed above.

THE SPILLWAY shall not be held responsible for any expenses owed to other parties, such as lost deposits and/or rescheduling fees due to caterers, bands, decorators etc because of inclement weather reschedulings.

Right to Refuse Reservation

The Management Company and/or Owners of THE SPILLWAY reserve the right to refuse requests for reservations based on any one or more of the following:

- The space is not suitable for the type of event being requested
- The Renter is not willing and/or able to agree to ALL terms of this document
- The Renter has repeatedly made and then cancelled / rescheduled reservations
- The Renter has unsatisfied / outstanding bills with THE SPILLWAY, the Management Company or Owners from previous business transactions
- The Renter or any member of the Renter's proposed party has previously broken any of THE SPILLWAY's rules, as defined in the Rules section
- The event will violate local, county, state or federal laws or ordinances
- The event presents high risks to cause damages to THE SPILLWAY's facilities

** The Management Company and/or Owners of THE SPILLWAY reserve the right to refuse requests for reservations based on other reasons not listed above. These reasons will be made clear to the Renter at the time the decision is made to refuse the reservation.

Decorators

It is the responsibility of the Renter to ensure that decorating services follow all rules set in the Rules section of this document. Any damages caused by decorating services will be the responsibility of the Renter to remedy, whether by satisfactory repair or by payment.

It is also the responsibility of the Renter to confirm the time that the decorating service will need to 1) set up prior to the event and 2) clean up after the event. This time must fall within the agreed upon reservation time with THE SPILLWAY. Any extra time needed before or after the scheduled event must be approved by THE SPILLWAY Management Company or Owners and may require additional payment.

Catering Services

See separate *Catering Instructions* information page for use of catering services. It is the renter's responsibility to provide a copy of the catering instructions to the caterer.

DJ / Photographer / Audio-Visual Services

Although some equipment is available on site, it is the responsibility of the service professional to confirm compatibility and/or function. THE SPILLWAY shall not be held responsible for damages to the service professional's own equipment while in use at the venue.

Rules

Smoking at THE SPILLWAY

- Smoking is NOT allowed, under any circumstances, inside the building or on the deck of THE SPILLWAY. The Renter is responsible for instructing anyone smoking inside the building or on the deck to immediately move to the designated areas for smoking. Individuals smoking on the grounds of THE SPILLWAY must dispose of butts and other trash in a proper manner – DO NOT throw them on the ground or in the pond.

Decorations

- No nails, screws, staples, tapes or any other adhesives may be used to attach decorations to any surface of THE SPILLWAY – inside or outside.
- Balloons, banners, streamers, signs or other decorations may be tied to door knobs, posts, tables, chairs or other secure surfaces. They may NOT be tied to light fixtures.
- Decorations that are tied down must be done so with ribbon, pipe cleaners, yarn or some other soft material that will not scratch or otherwise damage surfaces.
- If flowers, plants or any other floral arrangements are to be used as decorations, each must have an appropriately sized saucer or plate underneath to protect surfaces from dripping water, scratches or any other damage.
- The Renter is responsible for delivery, set up and removal of all decorations or other items not supplied by THE SPILLWAY. The Renter is responsible for the proper care of items that are supplied by THE SPILLWAY during the scheduled event.

Candles

- Votive, pillar and taper candles of modest size may be used for decorating inside the building and outside on the deck under the following circumstances
 - o Larger candles and their intended locations must be approved by THE SPILLWAY Management Company or Owner prior to the event
 - o Candles must be contained inside appropriate holders or globes
 - o Candle wicks must be lower than the opening of the holder or globe
 - o Candles used inside must also be placed on top of appropriate tiles, saucers, plates or mirrors to protect surfaces from melting wax
 - o NO candles may be used in restrooms or the hallway (except battery operated)
 - o Candles may NOT be used inside of decorative bags or other flammable enclosures – luminaries must be battery operated

Rules (continued)

Heat & Air Conditioning

- The heating and air conditioning systems may NOT be adjusted by the Renter or any individual attending the Renter's event. Any adjustments to the heating and air conditioning systems must be requested prior to the event and a member of the Management Company or an Owner will make the appropriate adjustments.
- Note: covering any air vents with decorations, furnishings, boxes or other supplies may negatively impact the system's functionality. Leaving doors open for extended periods of time during set up or the event itself may also limit the system's ability to maintain a comfortable temperature for the event.
- The heating and air conditioning thermostat may NOT be adjusted by the Renter, caterer, decorator or any other individual associated with the event in an effort to counter the heat or air lost while doors are left open.
- It is strongly advised that the Renter carefully consider the type of event, type of activities (such as dancing) and number of attendees far enough in advance to ensure that the temperatures can be set to comfortable levels by THE SPILLWAY.

Keys & Security System

- If the reservation is for a multi-day event or if the event requires set up the night before, a member of THE SPILLWAY's Management Company or Owner will arrange a time to meet and provide the renter with a key and alarm code.
- The Renter is NOT permitted to make copies of the key, the Renter or someone designated by the Renter (under the Renter's responsibility) must meet any decorators, caterers or other individuals needing access.
- It is not advised to provide the alarm code to decorators, caterers or other services.
- The alarm code provided will only be functional during the reserved time for the event. Access outside of the reserved time, for any reason, must be arranged with the Management Company to avoid tripping the alarm system.

Restrooms

- Smoking or burning of candles is NOT allowed in restrooms.
- Some restroom supplies will be available from THE SPILLWAY, however, the Renter may be responsible for any additional supplies for larger groups.
- The Renter is responsible for ensuring the restrooms are left in an acceptable condition after the completion of the event – including all trash being placed in trash cans, personal items removed from counters, lights & fans turned off and toilets flushed.
- Any plumbing expenses that arise because of misuse of the restrooms – such as flushing inappropriate (paper towels, diapers, hygiene products etc) items down the toilets – will be charged against the Renter's deposit.

Rules (continued)

Supervision of Minors

- Events and activities involving minors must have appropriate supervision at all times.
- Additional supervision is strongly suggested while minors are outside on the deck or around the pond areas of THE SPILLWAY's grounds.
- ***Under NO circumstance is the serving of alcohol to under-aged individuals allowed.***

Animals

- Animals are not allowed inside or on the grounds of THE SPILLWAY.
- With prior notification to THE SPILLWAY's Management Company or Owner, animals properly trained to assist disabled individuals shall be welcome.

Parking

- Renters, caterers, decorators and other guests must park in designated areas only.
- Overnight parking is not allowed at THE SPILLWAY unless the Renter has made reservations for multiple dates

Alcoholic Beverages & Necessary Permits

In general, the following regulations apply when there is a presence of alcohol:

- *Serving* only beer, wine or champagne does not require an ABC permit
- *Selling or Brown Bagging* beer, wine or champagne does require an ABC permit
- *Serving, Selling or Brown Bagging* spirituous liquors does require an ABC permit

The Renter is responsible for verifying ABC regulations that may apply to the event.

THE SPILLWAY must receive a copy of any applicable ABC permits at least 24 hours prior to the event or no alcohol will be allowed.

Under NO circumstance is the serving of alcohol to under-aged individuals allowed.

After the Event

- All food items must be removed from cabinets, refrigerators, freezers.
- If the Renter or a catering service hired by the Renter used the kitchen area, appliances or other equipment, it is the Renter's responsibility to make sure all parts of the kitchen area are properly cleaned – including spills inside ovens, refrigerators, cabinets etc.
- The Renter is responsible for removal and disposal of all decorations, whether set up by the Renter or a decorating service.
- The Renter is responsible for removing all personal items remaining from the event. It will not be the responsibility of THE SPILLWAY to return personal items to their owners. Any items left behind are subject to being thrown away the day following the event.
- The Renter is responsible for ensuring that restrooms are properly cleaned – this includes wiping down of counters, emptying of trashcans, flushing toilets and removing any trash left on the floors.
- All chairs and tables rented from THE SPILLWAY are to be wiped down.
- The Renter is responsible for making sure all lights are turned off, doors are locked and that the alarm system is set before leaving THE SPILLWAY. Failure to do so may subject the Renter to liabilities and expenses resulting from break-in or vandalism.
- It is strongly advised that the Renter make a final walk-through before locking the doors.
- See the Deposits for Damages & Cleaning section for information on deposit refunds.

Trash / Garbage Removal

- The Renter is responsible for ensuring that ALL trash is bagged and tied and left in a designated location after the event to allow for THE SPILLWAY's maintenance crew to quickly remove it the following day. This includes emptying of smaller trash cans in the restrooms, serving room, event room etc. Failure to follow this instruction may result in forfeiture of the deposit.
- Use of the on-site large rolling trash cans is permitted.

THE SPILLWAY – EVENT VENUE

Catering Instructions

Prior to Event

- All catering services must be registered and approved with THE SPILLWAY prior to catering any event.
- THE SPILLWAY will not be responsible for receiving delivered catering supplies or equipment prior to an event. Arrangements must be made with THE SPILLWAY's Management Company to deliver or remove supplies or equipment before or after the event's contracted reservation time.
- Catering vehicles must park in designated locations – to be determined between the Renter and THE SPILLWAY's management representative based on the event type.
- See the Alcoholic Beverages & Necessary Permits section in the Rules if the catering service will be providing alcoholic beverages at the event.

During the Event

- Preparation of food must be limited to the kitchen area or the serving room. Buffet tables will be allowed in the event room under the following terms:
 - o Buffet tables must be in good condition and free from leaks
 - o Buffet tables may not have heating elements
 - o Buffet tables requiring grease traps are NOT allowed in the event room
- Catering services are responsible for removing their own trash from the property

After the Event

- Remove all food and supplies from and wipe out all appliances and cabinets
- Clean all counters and sinks and floor areas in preparation areas
- Remove all catering garbage – especially bags that may contain liquids

** The Renter is responsible for the caterer's following of instructions and could be held liable for any damages or other issues that may arise from a caterer's services.

It is also the responsibility of the renter to confirm the time that the catering service will need to 1) set up prior to the event and 2) clean up after the event. This time must fall within the agreed upon reservation time with THE SPILLWAY. Any extra time needed before or after the scheduled event must be approved by THE SPILLWAY Management Company or Owners and may require additional payment.

THE SPILLWAY – EVENT VENUE

1252 MILL POND ROAD, WHITEVILLE NC 28472

Reservation Request Form

Please complete the following to request a reservation at THE SPILLWAY.

Name: _____

Phone Number: _____

eMail Address: _____

Mailing Address: _____

Type of Event: _____

Date of Event: _____

Weekdays Only
(Mon – Thurs)

AM – 5:00PM
\$200

Full Day & Night
\$250

Weekends Only
(Fri – Sun)

Full Day & Night
\$400

Morning – 2:30PM
\$225

4:00PM – Night
\$225

Expected # of Guests: _____

Catering Service: _____

Will Event Include Alcohol? Yes No ABC Permit Required? Yes No

Requested: Tables # _____ Chairs # _____

Other Notes: _____

THE SPILLWAY – EVENT VENUE

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Reservation Confirmation

By signing below, Renter acknowledges receipt and agrees to all terms set forth in the *Reservation Terms / Facility Rules* document (version 2, February 2018 – 9 pages).

Reservations are not confirmed until all of the following have been submitted to a representative of J Ray Realty or THE SPILLWAY Ownership:

- completed *Reservation Request Form*
- signed & dated *Reservation Confirmation* page (this page)
- all applicable deposits – in full

Renter's Printed Name(s): _____

Renter's Signature(s): _____

Date Signed: _____

THE SPILLWAY's Rep Name: _____

THE SPILLWAY's Signature: _____

Date Signed: _____

THIS SECTION TO BE COMPLETED BY THE SPILLWAY'S REPRESENTATIVE ONLY

Reservation Date: _____

Reservation Total: _____

Deposit Amount: _____

Date Deposit Received: _____

Date Balance Due: _____

Date Balance Received: _____