

For Business and Social Events in Durham

Title of Event.....
Date(s) of Function _____

FACILITY CONTRACT

The Durham Regional Association of REALTORS® does not permit seminars, presentations, programs, etc., that are of a "recruitment" nature. That is, we do not permit programs that attempt to recruit real estate agents, managers, and/or franchisees from one real estate company to another. Our Association has 1,600+ members that represent a number of companies. Thus, we must insist upon maintaining neutrality in our programming. Our member companies and agents are certainly invited to utilize our facilities as long as the topics are limited to intra-company business and are not a recruitment program in disguise. Companies violating this policy will lose rental privileges at the Association headquarters. Members only may host a political event for a Municipal candidate. (amended 4/18)

Programs in competition with Durham Regional Association of REALTORS® are NOT permitted. The selling of merchandise in the building is restricted to specific criteria. Please call for more information.

Rental of the Frank Ward Community room for events sponsored by an outside User or host will not include promotion or marketing to DRAR members. Only events hosted by DRAR will be promoted or included on the DRAR Calendar of Events or Communications.

Food Functions

All food requirements must be arranged through one of the approved caterers. Clients may NOT supply their own food.

Alcoholic Beverage Policy

Brown bagging is prohibited. Kegs of alcoholic beverages are not permitted. ALL alcohol **MUST** be served by caterer. Please call for additional information.

The Durham Regional Association of REALTORS® assumes no responsibility or liability for alcohol served on premises.

A REALTOR SQUARE representative will be onsite to provide entry and monitoring during each event. If the event occurs any time other than DRAR business hours, 8:30 a.m. – 5 p.m., there will be an event monitoring fee of \$100/hour to be paid prior to the event, covering this service. Likewise, for all events a janitorial fee of \$100.00 is due prior to the respective event. This latter fee can be waived in whole or in part, if the DRAR CEO deems it appropriate.

Space, Equipment, Services and Fees

Tables and chairs are included in the rental fee. Excess tables and chairs are the responsibility of the User. **Tableware, linens and decorations are not provided.** Please contact the facilities coordinator or your caterer for rental of these items, or any other items not available through REALTOR® SQUARE. A rental charge is levied for audio-visual equipment, when available, as well as other special needs unique to the program. A credit card imprint is required for all equipment rentals.

The Durham Regional Association of REALTORS® has an audio/speaker system throughout the public areas. If Users are planning to have a band or other music providers, you must check with the Facilities Coordinator to clear logistics.

Day programs are scheduled between the hours of 8:30 a.m. and 5:00 p.m. Evening programs are scheduled between the hours of 5:00 p.m. and 12:00 a.m. (midnight). Half day hours are 8:30 a.m. to 12:00 noon or 1:30 p.m. to 5:00 p.m.

Event monitoring fee: A staff person must be present at all times during facility rental. The staff fee for any time before 8:30 a.m., after 5:00 p.m., or on the weekend is \$100/hour.

A fifty percent (50%) deposit of the room rental, along with a \$200 damage deposit is required to obtain a booking and must be submitted with signed contract. The remaining balance, including the event monitoring fee (where applicable) and janitorial fee, is due thirty (30) days prior to the event. If the reservation is made less than thirty (30) days prior to the event, full payment is required to reserve a room. The damage deposit of \$200 is required to reserve space, regardless of rental term. The Durham Regional Association of REALTORS® will determine any damage assessments. If appropriate, damage deposits will be refunded within thirty (30) days after rental payment in full has been received. In the event that a check(s) is returned or credit card declined for insufficient funds, the User must present full payment in cash, money order or certified check within twenty-four (24) hours of notification, including a twenty- five dollar (\$25.00) penalty fee or contract is null and void and all deposits are forfeited.

Program Cancellation Policy

Deposits received as confirmation of reservation are only refundable if written notice of cancellation is received by the Durham Regional Association of REALTORS® at least thirty (30) days prior to the scheduled event, in which case one-half(½) of the deposit will be refunded. In all other situations, deposits are NON-REFUNDABLE. The Durham Regional Association of REALTORS® shall not be liable for non-performance of this contract when such non-performance is attributable to labor troubles, disputes or strikes, accidents, government (Federal, State and Municipal) regulations of, or restriction upon the facility or travel or transportation, non-availability of food, beverage, or supplies, riots, national emergencies, terrorist acts, acts of God or any other causes, whether enumerated herein or not, which are beyond the reasonable control of the Durham Regional Association of REALTORS® and which prevent or interfere with the Durham Regional Association of REALTORS® performance. In such an event, the Durham

Regional Association of REALTORS® shall not be liable to the customer for any damages, whether actual or consequential, which may result from such non-performance, but shall be liable only for refunding to User any deposits being held.

Room Set-Up

The building does not have storage capacity; therefore, any materials should be shipped in immediately before the program begins and shipped out immediately after the program ends. The Durham Regional Association of REALTORS® is not responsible for any materials provided by the User.

Room set-up and catering requirements must be completed by the User and returned to the Durham Regional Association of REALTORS® **not less than two (2) weeks prior to the scheduled event.**

User must submit any last-minute changes, including guaranteed number of participants, **48 hours in advance.** Changes requested after the meeting room has been prepared are subject to additional labor/set-up charges.

Audio-visual equipment requested in advance (and when available) can be cancelled with no liability on the part of the User group provided the notice of cancellation is received at least three (3) working days prior to the scheduled event. The User group remains liable for appropriate rental charges if the notification is received with less lead time.

Changes in room setup or addition of audio-visual equipment to the meeting area on the day of the program will be assessed the appropriate equipment or labor charge.

Operation, repair or service of audio-visual equipment brought into the building by the User group is the responsibility of that group.

Implementing the Program

Please inform the participants that Durham Regional Association of REALTORS® staff may be in the facility and request that noise be kept to a minimum.

Nothing is to be attached to the walls or to be suspended from the ceiling. The use of confetti type materials inside and outside the building is prohibited. This includes, but is not limited to, birdseed and flower petals.

The Durham Regional Association of REALTORS®' facility is smoke-free. **NO SMOKING IS PERMITTED INSIDE THE BUILDING AT ANY TIME.** Additionally, any discarded cigarette butts or related materials are to be picked up and removed by the User group from the outside grounds at the conclusion of the event.

The User group is responsible for and shall indemnify and hold harmless the Durham Regional Association of REALTORS® from and against any damage, loss or liability caused by the User group, or its agents or representatives, or by its invitees or guests before, during or after the contracted function. (Additionally, if any of the toilets or related plumbing become stopped up and/or overflow during the event, or as a direct consequence of the event, the User group is responsible for any damage, loss or liability resulting from same). User group shall, upon request, furnish the Durham Regional Association of REALTORS® with evidence of liability insurance coverage that would provide sufficient and adequate coverage for the User group in connection with its use of the facility.

Meeting rooms are also used for evening events; therefore, check with Facilities Coordinator before leaving materials or equipment in the meeting areas overnight. The Durham Regional Association of REALTORS® is not responsible for any materials or equipment left in the building overnight, during breaks or meals or in exhibit or display areas. The Facilities Coordinator will secure the area when requested but assumes no responsibility for the materials or equipment contained therein.

It is essential to conclude the meeting(s) at the scheduled time or to request an extension prior to noon of the given day with the Facilities Coordinator. Depending on the use, extensions may not always be granted, but requests will be honored when possible. Additional charges will be applied.

Program Follow-Up

All materials and/or equipment are to be removed from the building at the close of the event. Any deviation from this policy must be approved by the Facilities Coordinator in advance.

Billing information and participant count must be verified with the Facilities Coordinator on the last day of the meeting prior to departure. The Evaluation Form should be completed at the conclusion of the function.

Any additional charges incurred, i.e., break service, additional equipment, etc. are due for payment within thirty (30) days of the event. Any questions related to the invoice should be directed to the Facilities Coordinator at (919) 403-2117. If an invoice is not paid, the User group's future space request(s) will not be accepted or approved until all payments are received. Additionally, the account will be turned over to a collection agency.

Emergency Evacuation Procedures for Fire, Gas Leak, Hazardous Material, Fire Alarm

When a problem has been identified and notification has been made, occupants will instantly take steps to ensure personal safety by moving away from the affected area. Use the most direct route to the outside of the building by following the posted "EXIT" signs.

If possible, alert other occupants in the building by pulling the fire alarm and telling others about the situation. Evacuate an area outside the building and follow directions as provided by the Durham Regional Association of REALTORS® staff. Keep clear of the driveways and entrances. Public Safety Officials will signal the end of the incident and give further instruction.

Disaster Plan: Building Emergency Procedures for Tornado or Earthquake

When a problem has been identified by observing visible warning signs or receiving radio or telephone reports, steps should be taken by User group to ensure occupants' safety.

Occupants should move to interior areas such as bathrooms, closets or halls. Stay away from windows and doors. If there is no time to move to interior areas, seek cover under desks and tables and protect head.

Damage Deposits

Damage Deposit of \$200 required to reserve room, regardless of rental term. The Durham Regional Association of REALTORS® will determine any damage assessments. Client will be liable for payment of any damages in excess of the damage deposit. If appropriate, deposits will be refunded within thirty (30) days after rental payment has been received.

Title of Event.....

Date(s) of Function _____

Contact Person.....

Telephone:..... **Facsimile:** _____

E-mail Address:.....

Program Host: _____

Host Address:

Time of Event: Beginning: _____ **a.m./p.m. Ending:** _____ **a.m./p.m.**

Deposit \$ _____ **Date Paid:** _____

Rental Fee \$ _____ **Date Paid:**

Note: A staff person must be present at all times during facility rental. The staff fee for any time before 8:30 a.m., after 5:00 p.m., or on the weekend is \$100/hour.

Amount of time needed for set up and Breakdown:

** For catered events on evenings and weekends, please arrange entry/set-up times with your caterer!*

Set up time _____ End of Breakdown _____
Hour/Date Hour/Date

All deposits are required to secure your date. Initial: _____

Session Attendance _____

Will Alcohol be Served? _____

Caterer? _____

Desired Room Set-Up (please circle): Classroom Reception Banquet Theater

List Needs: Audio-Visual Equipment (when available), Head Table Arrangement, Sound System, Etc.

Credit Card No. (Required for ALL room/equipment rentals) _____

Expiration Date: _____

After thirty (30) days from the final billing date, the Durham Regional Association of REALTORS® is hereby authorized to charge all unpaid balances to the above listed credit card.

*Signature Required _____

Registration Needs (i.e., Registration, Tables, Chairs)

Authorizing Signature _____ Date

Who Referred to you REALTOR® SQUARE? _____

All room rentals are tentative until receipt of deposit.

Please initial each page and return the entire contract with deposits.

DRAR Use Only:
Amount Paid:
Payment Received Date: _____
Payment Method: _____
Sec. Dep. Amount Pd.: _____
Rental Amount Pd.:
Rental Balance Owed: _ _ _ _ _

All deposits are required to secure your date. Initial: _____