



709 S Third Street, Smithfield, NC, 27577 – www.TheDupreeHouse.com – events@thedupree.com – 919.550.0252

Contract for Service

FACILITY CONTRACT 2022

The Dupree House, owned and facilitated by Johnston County Association of REALTORS® is available for rental by members and the general public. Members will receive a discount, provided the intended use is in the compliance with the facilities contract. The Dupree House and Johnston County Association of REALTORS® do not permit seminars, presentations, programs, etc., that are of a “recruitment” nature. The Johnston County Association of REALTORS® insists upon maintaining neutrality in programs. Members companies, agents and general public are invited to utilize facilities provided they adhere to the non-recruitment policy. Individuals violating this policy may lose rental privileges at the discretion of the Board of Directors. The Dupree House rentals are invited to utilize our facilities if the topics are limited to intra-company business and are not recruitment program in disguise. Any use of the facility may be subject to Board review and approval to maintain the integrity of the Johnston County Association of REALTORS policies and procedures.

Any use of the facility for programs or services in competition with the Association are not permitted. Non-Members are not eligible for member discount. The selling in the building is restricted to specific criteria. Please call for more information.

PROMOTIONAL SIGNAGE

The Dupree House abides by the signage ordinance enforced by the Town of Smithfield and Johnston County. It is imperative that all pertinent ordinances are strictly obeyed. Any fines that result from illegal signage placed by the client will be the financial responsibility of the client. For more information, please visit the [Code of Ordinances](#) and [Johnston County Ordinance](#).

FOOD FUNCTIONS

All food requirements must be arranged through one of the approved caterers in order to have access to the onsite kitchen. Caterers outside of the approved caterer list can be used but will not have access to the onsite kitchen and must provide a certificate of liability. Clients are NOT permitted to supply their own food.

ALCOHOLIC BEVERAGE POLICY

ALL ALCOHOL MUST BE SERVED BY CATERER OR BAR SERVICE. Brown bagging and kegs of alcoholic beverages are NOT permitted. No alcohol may be permitted without proper ABC Liquor Licensing. Licensing **MUST BE SUBMITTED** to The Dupree House two (2) weeks prior to event.

Johnston County Association of REALTORS® assumes no responsibility or liability for alcohol served on premises.

All Deposits are required to secure your date. All Deposits are non-refundable
I have read, understand, and agree this page in full. Initial: _____



709 S Third Street, Smithfield, NC, 27577 – www.TheDupreeHouse.com – events@thedupree.com – 919.550.0252

SPACE, EQUIPMENT, SERVICE & FEES

The rental of The Dupree House includes the space only, with the exception of the conference room. All additional furniture and equipment will be an additional cost. Please call for further information and refer to the Equipment & Furniture Rental section of this contract.

All room set-up and catering requirements must be completed by user (person who signed the facility contract) and returned to events@thedupreehouse.com no later than two (2) weeks prior to the scheduled event. The user must submit any last-minute changes, including guaranteed number of guests forty-eight (48) hours prior to scheduled event. Any changes given less than forty-eight (48) hours prior to scheduled event will result in an additional set up/labor fee.

The Dupree House has minimal storage space and cannot accommodate materials brought from outside vendors. All outside vendor's rented materials must schedule drop off and pickup time with The Dupree House. All events must have same day drop off and pickup. Set up and cleanup time are included in the hours scheduled for the event. Anything outside of this time will require an extended rental fee to be determined at time of scheduling.

DEPOSIT & PAYMENTS

A fifty percent (50%) deposit of venue rental, along with a damage deposit is due upon contract submission. The completed and signed contract, fifty percent (50%) deposit of venue rental and damage deposit are ALL required to obtain a booking at The Dupree House. All pricing can be found under the section "VENUE TYPES & COST" of The Dupree House Information Packet. To ensure clearance, final payment must be submitted five (5) business days prior to event date. Any payments not made, may result in cancellation of event. In the event that check(s) are returned or Credit Card payments declined for insufficient funds, the Client must present full payment in cash, money order or certified bank check within forty-eight (48) hours of event's scheduled date. Any returned checks will result in a \$50 penalty fee added to the event cost. If payment is not received within forty-eight (48) hours, the contract will be deemed null, and void and all deposits forfeited.

The Johnston County Association of REALTORS® will determine any damage assessments. If appropriate, damage deposits will be refunded within fourteen (14) days after event's scheduled date.

CANCELLATION POLICY

Venue rental deposits received as confirmation of reservation are NON-REFUNDABLE. The Johnston County 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 suppliers, riots, national emergencies, terrorist acts, acts of GOD and any other causes whether enumerated herein or not, which are beyond the reasonable control of the Johnston County Association of REALTORS® and which prevent or interfere with the Johnston County Association of REALTORS® performance. In such event, the Johnston County 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 the Client and deposits being held.

This agreement may be cancelled by either party at any time prior to the scheduled event date herein due to occurrence of events beyond the control of the parties, including local, national, or statewide pandemics, epidemics, or disease; other

All Deposits are required to secure your date. All Deposits are non-refundable
I have read, understand, and agree this page in full. Initial: _____



709 S Third Street, Smithfield, NC, 27577 – www.TheDupreeHouse.com – events@thedupree.com – 919.550.0252

health or medical emergencies or disasters; fire; terrorism; or war. In the event of such cancellation, any prepaid amount or deposit paid by the Client within fourteen (14) days of the Client providing written notice of cancellation, and client shall have no liability whatsoever under this agreement.

EVENT POLICIES

- Caterer – The client agrees that the only caterer used will be that of one listed on the Caterer List permitted by The Dupree House.
- All events “Start” and “End” time will be determined prior to signing of contract. Any “extra” time used for said event will result in additional fees.
- Electrical/Lighting – The Dupree House does not provide any additional lighting other than permanent light fixtures on the back deck and Main Building. With the approval of The Dupree House representative, the Client may utilize addition lighting or electrical features within the rented space, however, all such additions must be performed by a licensed electrician.
- Special event rates apply to all weekday Holidays.
- Prior approval required for all bands. The Client will be responsible for all request and requirements made by a contracted band (i.e., lodging, parking, meal, etc.).
- With all Wedding Ceremonies and Receptions, the Client must secure the services of a Professional Day-of Coordinator. The Dupree House is not responsible for any set up or breakdown of events. The Dupree House does, however, offer a Day-of Coordinator Service starting at \$750.
- With all Special Events and Corporate Events, the Client must secure and hire an event coordinator for setup and breakdown. The Dupree House does not provide any staff/crew to help in Set Up, Breakdown or Decorating. The Dupree House does, however, offer an Event Coordinator starting at \$450.
- Final Guest Headcount must be provided two (2) days or forty-eight (48) prior to date of event. The Dupree House has an indoor capacity of seventy (70) people.
- Final Floor plans must be provided seven (7) days prior to date of event in conjunction with the final headcount.
- Day of decorating can begin at the days start time of availability but must be scheduled at least two (2) weeks prior to event date. Please refer to The Dupree House Information Packet. Venue Type & Cost section for Times of Availability
- The decorating time block must conclude one (1) hour prior to event schedule start time.
- Any decorations that may leave permanent marks, holes, or damage to any part of The Dupree House are not permitted. Confetti, poppers, glitter, rice, or birdseed is not permitted.
- Candlesticks and/or taper candles are NOT permitted inside nor outside of The Dupree House. All other candles must be contained in a non-flammable vessel or container (votive, hurricane with base, lantern with base, etc.). Any wax spilled on The Dupree House linens will result in a linen replacement fee (\$29.95 each) assessed to the client and included in the final bill or subtracted from the Client’s Security Deposit.
- The client is responsible for the set-up and removal of ALL decorations and equipment rented by third party vendor. A one-hour time block for décor breakdown and removal is provided at conclusion of event. Any deviation from this policy must be approved by The Johnston County Association of REALTORS®.
- An evaluation form must be completed at the end of the event by the Day of/Wedding Coordinator to ensure all proper steps have been taken in breaking down the event.

All Deposits are required to secure your date. All Deposits are non-refundable

I have read, understand, and agree this page in full. Initial: _____



709 S Third Street, Smithfield, NC, 27577 – www.TheDupreeHouse.com – events@thedupree.com – 919.550.0252

- The Client group is responsible for and shall indemnify and hold harmless The Dupree House or the Johnston County Association of REALTORS® from and against any damage, loss or liability caused by the client group, or its agents' representatives, or by its invitees or guests before, during or after the contracted function. The Client shall, upon request, furnish the Johnston County Association of REALTORS® with evidence of liability insurance coverage that would provide sufficient and adequate coverage for the Client group in connection with its use of the facility.
- The Dupree House or the Johnston County Association of REALTORS® is not responsible for any materials or equipment left behind in the building overnight, during breaks or meals or in exhibit or display areas.
- The Dupree House or Johnston County Association of REALTORS® is not responsible for any lost or stolen items brought in by the Client or Third-Party Vendors.
- All trash must be disposed of properly. A dumpster is provided at the rear of the building. All trash must be thrown away from dumpster or removed from premise. The dumpster must not overflow. If trash exceeds the dumpster capacity, it must be removed from premise by the Client. The lid of the dumpster must be able to close completely. The facility must be left in the same condition it was prior to set up of the event with the exception of bathrooms, vacuuming and washing floors.
- All Event must conclude at 11:00pm in conjunction with the Johnston County noise ordinance.
- Absolutely no illegal substances are permitted at an event or on the premises. Anyone found using illegal substances will be subject to legal action and the EVENT WILL IMMEDIATELY BE TERMINATED.
- Smoking is not permitted inside the building, the front porch or on the back deck. Smoking in restricted areas will result in addition fees to the Client.

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 exit route to the outside of the building.

If possible, alert other occupants in the building. Evacuate to an area outside of the building and move a safe distance from the building. Keep clear of the driveways and entrances. Public Safety Officials will signal the end of the incident and give further instructions.

SPECIAL SERVICES

In accordance with the ADA, if you have any disabilities which require special accommodations, please notify us immediately.

LIMITATION OF LIABILITY

The Dupree House's ("the Company") and Johnston County Association of REALTORS® ("the Building Owner") liability, including but not limited to the Client's claims of contribution and indemnification related to third part claims arising out of services rendered by the Company and Building Owner, and for any losses, injury or damages to person or properties or work performed arising out of or in connection with this Agreement and for any other claim, shall be limited to the payment received by the Company from the Client for the particular service provided giving rise to the claim. Notwithstanding anything to the contrary in this Agreement, the Company and the Building Owner shall not be liable for any special, indirect, consequential, lost profits, or punitive damages. Clients agrees to limit the Company's liability and

All Deposits are required to secure your date. All Deposits are non-refundable
I have read, understand, and agree this page in full. Initial: _____



709 S Third Street, Smithfield, NC, 27577 – www.TheDupreeHouse.com – events@thedupre.com – 919.550.0252

Building Owner’s liability to Client and any other third party for any damage on account of any error, omission, or negligence to a sum not to exceed the payment received by the Company for the particular service provided giving rise to the claim. The limitation of liability set forth herein is for any and all matters for which the Company and the Building Owner may otherwise have liability arising out of or in connection with this Agreement, whether the claim arises in contract, tort, statute or otherwise.

ENTIRE AGREEMENT; SURVIVAL

This Agreement, including any Schedules and/or exhibits, states the entire Agreement between the parties and supersedes all previous contracts, proposals, oral or written, and all other communications between the parties respecting the subject matter hereof, and supersedes and all prior understandings, representations, warranties agreements or contracts (whether oral or written) between the Client and the Company respecting the subject matter hereof. This Agreement may only be amended by an agreement in writing executed by the Company and the Client.

FORCE MAJEURE

The Dupree House (“the Company”) and Johnston County Association of REALTORS® (“the Building Owner”) shall not be responsible for delays or failures (including any delay by the Company and/or the Building Owner to make available the Space or make progress in the prosecution of any Services) if such delay arises out of cause beyond its control. Such causes may include, but are not restricted to, acts of GOD or of the public enemy, fires, floods, epidemics, pandemics, riots, quarantine restriction, strikes, freight embargoes, earthquakes, electrical outages, computer or communications failures, and severe weather, and acts or omissions of subcontractors or third parties.

All Deposits are required to secure your date. All Deposits are non-refundable
I have read, understand, and agree this page in full. Initial: _____



709 S Third Street, Smithfield, NC, 27577 – www.TheDupreeHouse.com – events@thedupree.com – 919.550.0252

The event function and date will be guaranteed reserved upon receipt of one (1) copy of this contract signed by the appropriate party, a non-refundable deposit fee of _____, and a refundable Damage Deposit of _____ within seven (7) business days of the date of this contract. Payment can be made by cash, check, money order, cashier's check, bank check or Credit Card (a 3% processing fee will be added to all credit card payments). A fee of \$50 will be added for any returned checks or declined credit card payments.

Please make checks payable to The Dupree House, mailing address: 709 S Third Street, Smithfield, NC, 27577

By signing this I (the Client) have read, understand, and agree to the terms of the contract as detailed above.

Client Print Name

Date

Client Signature

Company Representative Print Name

Date

Company Representative Signature

All Deposits are required to secure your date. All Deposits are non-refundable
I have read, understand, and agree this page in full. Initial: _____