



709 S Third Street, Smithfield, NC, 27577 – [www.TheDupreeHouse.com](http://www.TheDupreeHouse.com) – [events@thedupreehouse.com](mailto:events@thedupreehouse.com) – 9919-550-0252

# Contract for Service

## The Dupree House FACILITY CONTRACT 2024

The Dupree House “the Organization”, owned and facilitated by Johnston County Association of REALTORS® (JCAR) “the Association” 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 and the member is in good standing. The Dupree House and JCAR do not permit seminars, presentations, programs, etc., that are of a “recruitment” nature. JCAR insists upon maintaining neutrality in programs. JCAR 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 JCAR 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.

## SPACE, EQUIPMENT, SERVICE & FEES

The rental of The Dupree House includes specified items in package sold. Any addition 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 table placement and catering requirements must be completed by the Client (person who signs this contract) and returned to the Sales Coordinator at [events@thedupreehouse.com](mailto:events@thedupreehouse.com) no later than two (2) weeks prior to the scheduled event. The Client 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 in or delivered from outside vendors. All outside vendors’ 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 additional rental hours and will be determined at time of scheduling.

## 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 who are not using a \*professional catering service\* MUST sign a liability waiver if a professional catering service is not used; rendering Events at the Dupree, dba The Dupree House and Johnston County Board of REALTORS®, dba Johnston County Association of REALTORS® not liable for any issues or instances that may occur from food and beverages provided by client or nonprofessional catering service.

*\*Professional Catering Services\* is defined as any catering service that is properly licensed and insured, in the state of North Carolina to provide food services.*

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I have read, understand, and agree to this page in full. Initial: \_\_\_\_\_



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## ALCOHOLIC BEVERAGE POLICY

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

One Time Use Permit may be obtained by the North Carolina Alcoholic Beverage Commission no later than 14 days prior to your event date - [NC ABC One-Time Use Permit](#)

*Johnston County Association of REALTORS® does not carry any liquor license and assumes no responsibility or liability for alcohol served on premises.*

## 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 Town of Smithfield [Code of Ordinances](#) and [Johnston County Ordinance](#).

## DEPOSIT & PAYMENTS

A fifty percent (50%) deposit of Package Price, 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 within 14 days prior to your event date. Written notice of cancellation **MUST BE SUBMITTED** in writing and sent to the Sales Coordinator at [events@thedupreehouse.com](mailto:events@thedupreehouse.com)

JCAR 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 JCAR and which prevent or interfere with JCAR performance. In such event, JCAR 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

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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 health or medical emergencies or disasters; fire; terrorism; or war.

In the event of such cancellation, any prepaid amount or deposit paid will be refunded to the Client given the Client submits notice of cancellation within fourteen (14) days of the intended date of event, and client shall have no liability whatsoever under this agreement.

## EVENT POLICIES

- Caterer – To have access to the kitchen area, the client agrees that the only caterer used will be that of one listed on the Preferred Caterer List permitted by The Dupree House. If a client uses a caterer outside of the approved catering list, the hired caterer vendor, MUST provide a certificate of insurance adding “the Organization” AND “the Association” to the certificate. Any food brought in by Client, MUST be approved and liability form must be signed by Client.
- 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. Set Up/Decorating time is included in the event start and end date. One (1) hour will be added to the “End” time at no cost for breakdown. Anything outside of this hour 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.
- Holidays – there will be no rentals of the facility on the following Holidays: New Years Day / Easter Sunday / Memorial Day / July 4 / Labor Day / Thanksgiving Day / Christmas Day
- 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) hours prior to date of event. The Dupree House has an indoor capacity of seventy (70) people in total.
- Final Floor Plan must be provided seven (7) days prior to date of event in conjunction with the final headcount.
- The decorating time block must end 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. Balloon strings must be cut from tables and chairs at end of event. Confetti, poppers, glitter, rice, or birdseed are not permitted inside or outside. Bubbles may ONLY be used outside.
- Open Flame - 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

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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 JCAR.
- An event checklist 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.
- The Client group is responsible for and shall indemnify and hold harmless The Dupree House or JCAR 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 JCAR 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 JCAR 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 JCAR 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 cleaning of the bathrooms, vacuuming the carpet and washing floors.
- All Events 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. Smoking should take place on sidewalk outside of The Dupree House premises.

## **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.

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## **EQUIPMENT & FURNITURE RENTAL**

### Additional Hours

Corporate - \$50

All other - \$75

### Additional Tables Each

60' Round - \$10

6' Rectangular - \$10

4' Meeting - \$8

High Top Tables - \$10

Sweetheart Table – Rectangular - \$5

### Additional Chairs Each

White Resin or Barstool - \$3

### Additional Linens Each

For 60" Round - \$5

Runners - \$2

### Portable Bar - \$50

### Chargers - \$.50

Water Goblets - \$.25

### A/V Equipment

Portable 55' TV - \$20

Projector Screen - \$15

LCD Projector - \$20

Laptop Computer - \$50

Speaker w/ handheld microphone - \$15

Presentation Clicker - \$5

Use of extra furniture or equipment during event will be back-charged and will be deducted from security deposit refund. In case of loss of security deposit refund, Client will be billed for use of furniture or equipment and will be expected to pay within 14 days after event date.

## **LIMITATION OF LIABILITY**

The Dupree House's ("the Company") and Johnston County Association of REALTORS® (JCAR)'s ("the Building Owner") liability, including but not limited to the Client's claims of contribution and indemnification related to third party 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

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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 agree to limit the Company's liability and 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.

## **OUTSIDE VENDORS**

This Agreement is between the Client and The Dupree House / JCAR. Any outside vendor that has been contracted with the Client will be the sole responsibility of the Client. If damage is done to the facility because of the outside vendor, the Client will be responsible for replacing or repairing the damage to the facility.

## **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® (JCAR) ("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.

## **FINAL WALKTHROUGH**

The final walkthrough will be done with the Client (or their responsible party) and The Dupree House representative upon completion of the rental to assess any damages from the rental. If damages are found, The Dupree House holds the right to withhold the security deposit.

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## SIGNATURES

Event Date: \_\_\_\_\_ Event Type: \_\_\_\_\_

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

\_\_\_\_\_  
The Dupree House Representative Print Name Date

\_\_\_\_\_  
The Dupree House Representative Signature

### FINAL WALKTHROUGH:

Upon inspection of the facility on \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ at \_\_\_\_\_ o'clock it has been found that the Client:  
IS \_\_\_\_\_ IS NOT \_\_\_\_\_ eligible for Security Deposit Refund.

NOTES:

\_\_\_\_\_

SIGNED:

\_\_\_\_\_  
The Dupree House Representative Signature

\_\_\_\_\_  
Client Signature

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