

#### **Main Floor Rental Policy and Procedures**

The Given Book Shop, located at 95 Cherokee Road, Pinehurst North Carolina, houses the nonprofit Given Book Shop during the day and is available for rentals in the evenings. Rental fees help support the Given Memorial Library and Tufts Archives (Given Tufts).

#### **General Policy**

This document covers the rental of the Given Book Shop facility. The Program Director and Book Shop Manager (PDBSM) must approve all requests for rental and reserves the right to decline any application with or without cause. Please read the entire **Policy and Procedures document**, including all Addendums.

The Given Book Shop's Main Floor is available for rental Monday through Saturday 5:00PM -11:00PM and Sundays 4:00PM – 11:00PM. The rent is \$75/hour Monday – Thursday & \$100/hour - Friday – Sunday.

In keeping with the Given Tufts mission, small wedding receptions, family reunions, seated dinners, educational events and presentations are examples of events that are permissible.

Examples of events not permitted include political events or parties, fundraisers or any other forprofit activity (other than those benefiting Given Tufts), religious meetings, events including gambling, lotteries or games of chance, or events involving exchange of services or goods for money. Procedure

Prospective renters should contact the Given Book Shop PDBSM to discuss availability and provide a general description of the potential event. The PDBSM will provide guidance on availability, appropriateness, approved caterers if required, and rental costs. The Renter should carefully review this document to ensure that the facility and policies are compatible with the event.

- Renter submits the **Rental Application** to PDBSM.
- Within one week, if approved, the Renter will receive and complete the **Rental Agreement** and the requested date will be entered as confirmed on the Book Shop Calendar. Within 30 to 60 days, Renter agrees to provide a 50% deposit of the total cost (check or credit card). Two weeks before, a separate payment of the security deposit (check only) is required with the Proof of Insurance. Remaining payments are due one week prior to the scheduled rental.
- At least one month prior to the event, the Renter will meet with the PDBSM to ensure all details • of the event, including responsibilities and timelines, are clearly understood as defined.

#### **Policy and Terms**

#### Availability

- The main floor is available: A) with the bookcases in place, or B) with the bookcases moved to • create dining and seating space for up to 95 people. Occupancy cannot exceed 121 (including caterers, band members etc..
- Rental fees for the facility include staff time for moving of the bookcases, set up before and after, . available Given Book Shop Audio Visual (AV) equipment and staffing the event.
- Tables, chairs, linens, dishes, flowers, music, photographers, and food, etc. are not included as a part of the Rental Fees. Set up of these items is also not included. A list of preferred caterers and approved vendors is available from the PDBSM. Outside food is allowed upon approval.
- Scheduling for delivery and pick-up of rental or catered items must be approved by the PDBSM. The Given Book Shop is not available for use the day or night before or after your event.
- The Meeting room upstairs is included in all Main Floor rentals. This room can be rented separately for smaller events such as book clubs, educational programs, or professional meetings. The room is not handicapped accessible and rental of the Meeting Room is covered in separate documents.

# Payment Methods

- An additional holiday premium fee (\$300.00) applies to the following days: New Year's Eve, New Year's Day, Memorial Day, July 4, Labor Day, Veteran's Day, Thanksgiving Day, Day After Thanksgiving, Christmas Eve, and Christmas Day.
- Rental payments may be made by cash, check, or credit card. Visa, American Express and MasterCard are accepted.
- The security deposit is to be a separate check from the first payment and is 20% of the total fee. Should damage occur to the premises, the Renter's security deposit check will not be returned. Depending on the damage, additional charges may occur. Payment for excessive damages is required upon receipt of invoice detailing these damages.
- All clean up must occur before 11:00PM and all guests, vendors, and clients must be out of the building by 11:00PM, unless previously approved. If Renters and/or guests remain past the contracted time, without prior discussion, the above fee schedule holds, except after 11:00PM when fees are doubled.
- A fee, in accordance with bank fee schedules, will be charged for checks returned by the bank for non-sufficient funds.

# Insurance

- <u>Certificate for General Liability</u> with \$1,000,000 occurrence coverage, naming Given Tufts, as an additional insured for the date(s) of the event from their insurance company, is required at least two weeks before event. This can be obtained from your home or business owners policy.
- <u>Liquor Liability</u> is also required from the renter if any alcohol will be served and can be obtained at the time of getting the Certificate of General Liability with your insurance company. The renter may waive this and use the Given Tufts Liquor Liability for an additional charge of \$50.00.
- Caterers, must submit current General and Workers Compensation insurance prior to the event. Current North Carolina Liquor Liability insurance is required from all caterers for any event serving alcohol and must be on file before the event.
- The Given Tufts insurance will cover community events held in conjunction with a Given Tufts event.

# **Refunds / Cancellation Policy**

- If an event must be cancelled by the Given Outpost, notice will be immediate and a full refund of the deposit will be made.
- Cancellations made by the Renter within 30 days of the scheduled event will require a forfeiture of the 50% deposit. Should the Renter fail to comply with any of the provisions of the *Given Book Shop Main Floor Rental Agreement* or this *Rental Policy*, the Given Book Shop retains the option to cancel an event and the security deposit will be forfeited by the Renter.

# **Required Staffing from Book Shop**

- One member, or more depending on size and scale of the event, of the Given Book Shop staff will be on site for the entire duration of the rental, including all delivery, setup, teardown and clean up.
- The Renter is solely responsible for coordinating and hiring caters and vendors to provide the services needed for the event, including setting up of tables or an event planner if needed.

# <u>Security</u>

• If security for the event is required, the Renter will provide such security at the Renter's expense and relayed to the PDBSM ahead of time.

# Audio Visual Equipment Operation

• The Given Book Shop has a Sonos sound system and projection capabilities on the main floor. If you want to use the AV equipment slides, videos etc need to be tested at least one week prior to the event.

# Decorations, Furniture, Florist and Special Effects

• All decorations must be discussed and preapproved by the PDBSM. Signs, banners, etc. may not be adhered or affixed onto any interior of the Given Book Shop facility.

- The Given Book Shop does not allow smoke, fog and bubble machines, glitter, confetti, rice, birdseed, live animals, artificial snow, straw, hay, or machines producing mist and humidity. Limited use of candles and Sterno for food is permitted.
- Due to the historic nature of the building and area, nothing is to be attached to the outside of the building without permission of the PDBSM or Village of Pinehurst.
- The Given Book Shop does not allow furniture or interior objects to be moved or rearranged by the Renter. Only approved staff can arrangement interior furnishings.

#### **Catering, Food and Beverages**

- The Given Book Shop has no kitchen or food preparation facilities. Outside food is allowed upon approval.
- The Roast Office and its equipment is strictly off limits to all but Roast Office/Elliott's on Linden employees.
- No alcohol will be allowed to be served unless the approved caterer's required current NC liquor liability insurance policy is on file in our office.

# Music/ Entertainment

• Plans for music and other forms of entertainment must be fully described in the **Given Book Shop Main Floor Rental Application (B)**. All noise from the Given Book Shop must be in compliant with Village of Pinehurst ordinances to end at 11pm. No music is to be played outside without permission from the Village of Pinehurst.

# Print, Press and Photography

- Renters may not imply that the event is sponsored or directly connected to the Given Book Shop unless it is an approved partnership. Plans for photography, media coverage, or use of Given Tufts logo for an event must be pre-approved by the PDBSM.
- Any pictures taken during the event by Given Book Shop staff could be used for marketing and promotion of the facility unless specifically denied by the Renter.

#### Parking

- The Given Book Shop has minimal parking in front of the building. Handicap Parking with a ramp for access, is located in the rear of the building. Parking is available on Village of Pinehurst public streets and in the public parking lot nearby.
- Any special parking requirements or traffic control should be discussed with the Village of Pinehurst. If delivery of items for the event requires vehicles to access rear entrances, this access must be coordinated with Given Book Shop personnel as handicap parking cannot be blocked. <u>Please note the road in front of the Given Book Shop is one way.</u>

# Break Down and Clean Up

- The Renter and vendors are responsible for breakdown of equipment, removal of any items, and cleanup. Cleanup must be completed by 11:00PM, unless agreed to ahead of time. The Renter may incur additional charges if Given Book Shopstaff are required to perform additional cleanup or store items for pickup at a later date.
- No items are to be left in the building overnight. If items are left outside the premises, Given Book Shop assumes no liability for these items and all handicapped access must be adhered to. Drop offs, deliveries and set up cannot disrupt the normal business operations of the Given Book Shop and Roast Office (8am-5pm).
- It is the Renter's responsibility to ensure that ALL vendors comply with these policies. Failure to comply may result in additional charges to the Renter.

# **Additional Policies**

#### Accessibility Accommodations Disclaimer

• The main floor of the Given Book Shop facilities is ADA compliant and is readily accessible to people with physical disabilities. The upstairs Meeting Room is not handicapped accessible.

#### <u>Animals</u>

• Service Animals providing assistance to disabled persons or working with licensed security personnel or law enforcement officers are allowed. Non-Service Animals are not allowed in Given Outpost.

#### Capacity & Fire Code

• The Given Book Shop complies at all times with all Village of Pinehurst and Moore county fire ordinances. The maximum capacity of the facility is 122 persons (including all Book Shop staff and vendors). Rental events shall not exceed fire code capacities. The Renter, not the Given Outpost, is responsible for any damages, delays, or cancellation of an event due to fire code violations.

#### Firearms and Weapons

• Any security personal hired for the building rental is required to identify themselves to the PDBSM upon arrival at the building.

#### <u>Guests</u>

- Renters are responsible for the behavior of their guests. Renters and guests are to conduct themselves in a responsible and respectful manner at all times.
- Given Book Shop staff reserves the right to ask any guests whose conduct is deemed to be disorderly or harmful to others to leave the premises.

#### Smoke and Smoking

- Smoking and use of other tobacco products is strictly prohibited in the Given Book Shop facility. **Temperature, electrical issues and Climate Control**
- The Given Book Shop facility and our systems restrict the ability to create rapid temperature adjustments.
- The Renter acknowledges that the Given Book Shop is not responsible for any delays or damages, or inconveniences caused by weather conditions, natural disasters, power failures or the temperatures in the rental facilities.

	Quick limenne of Events					
Time	Renter Action	PDBSM Action				
ASAP	Contact PDBSM and check date	If the date is available PDBSM provides Book				
	availability and discuss event	Shop documents				
Within	Reviews the Policy booklet and sends in	PDBSM reviews the Application form and				
few	the Application form	determines the fees then sends Renter a				
weeks		completed Agreement				
of first	Signs the Agreement and date is held	PDBSM holds the date(s) for the Renter upon				
contact	Renter identifies and hires vendors	receiving signed agreement				
Within a	Renter meets with the PDBSM to review	PDBSM goes over the expectations for facility				
month	space and expectations.	use.				
or two	Renter submits proof of Insurances,	PDBSM files remaining paperwork.				
of event	50% deposit and security deposit					
	payments					
1 week	Renter submits full payment for event.	PDBSM follows up with all concerns and any				
before	Confirms with PDBSM final	last minute changes				
event	arrangements					
	Renter provides any presentations or	PDBSM tests presentations or materials in the				
	materials needed to be tested in the AV	AV equipment and reports to Renter				
	equipment					
Day of	Renter arrives, Vendors arrive set up	PDBSM is on hand to oversee set up. Will set				
event	begins	up AV equipment if needed.				
	Renter will contact PDBSM during the	PDBSM (and additional staff if needed) is on				
	event if there are any issues	site to assist with any issues or emergencies				
		during event				
After	Renter and vendors begin clean up	PDBSM is on hand to oversee clean up.				
event	Renter and vendors vacate premise by	PDBSM surveys the facility for any damages				
ends	11:00PM (Main Floor). Unless otherwise	or problems and documents for Renter. Locks				
	agreed to ahead of time.	building at 11:00PM				
After	Renter provides feedback about event	PDBSM reimburses security deposit if no				
the		damage occurs.				
event						
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# **Quick Timeline of Events**



#### Addendum A - Given Book Shop Main Floor Rental Application

Renter /Organization				
Mailing Address				
Organization or Company website				
Personal, Cell or Office Number				
Email Address				
Requested date and time				
Move book cases? What would				
you like for table setup?				
Description of event (wedding				
reception, book club etc.)				
Number of people expected				
(including vendor numbers)				
Food - Caterer from the approved				
list or other option				
Vendor - Rental agency (tables,				
chairs, dishes, linens etc.)				
Additional Vendors -				
Will alcohol be served at the				
Event? and what type?				
Special Requirements: (expanded descriptions of above information such as; description of				
anticipated catering, audio visual requirements (screen & projector etc.), setup requirements,				
security, etc)				

Initial that you have read and concur with the **Rental Policy and Procedures and associated Addendums.** If there are any questions contact the PDBSM to discuss and resolve issues prior to committing to the event.

Please sign and send to the contact below. Within two (2) weeks, if we can meet your rental request, you will receive the Given Book Shop Renal Agreement with the expected payments identified.

**Authorization** I, \_\_\_\_\_\_\_ hereby certify that I am a duly authorized representative of the applicant or organization, and that the information supplied in this application is in all respects true and accurate.

- I further agree that I will abide by all rules and regulations associated with the use of The Given Book Shop.
- I agree to allow any pictures taken during the event to be used for marketing and promotion of the facility \_\_\_\_\_ (yes) \_\_\_\_\_ (no)
- I understand that the security deposit is required before the event, and will be returned after the event, if there is no damage or charges due.

Signed (Authorized Representative - Renter)	Date
***************************************	***************************************
Forward this application to: Lisa Richman, Prog	gram Director and Book Shop Manager,
Given Book Shop,	PO Box 159, Pinehurst, NC 28370-0159
Phone 910-585-48	20 Email: <u>lisa@giventufts.com</u>

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#### Addendum B - Given Book Shop Main Floor Rental Agreement

THIS AGREEMENT is made this	day of	by and between
		_ (hereinafter referred to as "Renter"), whose
		· · · · · · · · · · · · · · · · · · ·

address is \_\_\_\_\_\_and phone number is \_\_\_\_\_\_and the Given Book Shop, 95 Cherokee Road, Pinehurst, North Carolina 28374 (hereinafter referred to as "Book Shop").

Renter shall rent from Book Shop, the facility located at 95 Cherokee Road, Pinehurst, North Carolina 28374 (hereinafter referred to as "Facility" on \_\_\_\_\_\_, for the time period of \_\_\_\_\_\_ to \_\_\_\_\_ (includes setup and cleanup time) in its present condition under the following terms:

# Given Book Shop Main Floor Rental Policy and Procedures apply to this Agreement and refer to the Given Book Shop Main Floor Rental Fees (A) for actual rental fee amounts.

- A 50% deposit of \_\_\_\_\_\_ (check or credit card) is due a 30-60 days before the event.
- A security deposit (20%) based on total fee, of \_\_\_\_\_\_ (check only) is required 2 weeks before the event with the proof of Insurance.
- The remainder of the payment of \_\_\_\_\_\_ (check or credit card) is required one week prior to the scheduled rental.
- Should damage occur to the premises, the Renter's security deposit will not be returned, additional charges may occur and the Given Book Shop will forward a detailed accounting of such charges to the Renter.

#### **Reminders:**

- Rental insurance is required for Main Floor rentals. Proof of General Liability insurance is required by \_\_\_\_\_\_ (date). The Renter and guests agree to hold Given Tufts harmless from and against all claims, suits, demands, actions, and the cost of expense thereof, including attorney's fees, rising out of any property damage or personal injury whatsoever occurring in or on the premises.
- North Carolina liquor liability insurance is required for all events serving alcohol and current proof of insurance is required to be on file from the caterer one month before the event.
- Renter provided liquor liability insurance which is due with the General Liability insurance. Check \_\_\_\_\_ Yes \_\_\_\_\_ No
- Renter waives liquor liability insurance and is charged an additional \$50. Check Yes No initial
- An appointment with the PDBSM is required 1 month prior to the event to review Renters expectations, set up, clean up checklists and facility use procedures and policy.

In witness whereof the parties to this agreement have hereunto set their hand the day and year first mentioned.

Given Book Shop	Renter	
Name of Authorized Representative (print)	Name of Authorized Representative (j	_ print)
Signature	Signature	_
Date	Date	_
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# Given Book Shop Facility Rental set up and clean-up checklist for Vendors

Renter name	E	Date of Event
Days before the Event		
	ogram Director and Book Shop Ma	nager (PDBSM).
Review / plan layout of space	e and prep area.	
Confirm required insurance	and licenses are on file w/PDBSM	1
Make sure the required perm	nits are on file with the PDBSM	
The Roast Office serving are Elliot's Catering Company (	a and coffee stations are off limits ECC) Staff	to all but Roast Office Staff or
Tell PDBSM when you will b	e arriving for set up.	
Day of Event		
Make contact with on-site s	taff member, most likely, the PDB	SSM.
Set up prep area.		
<u>After Event</u>		
All trash tied up and taken bags outside cans – take tra	to outside trashcans. If the trash ash with you.	cans are full, do not leave
All recyclables placed in des cardboard boxes.	signated recycling carts outside, ir	ncluding breakdown of
Ice coolers emptied on grass	sarea	
	leaned; Sinks clean and free of res	sidue
-	on loading dock and stacked for p	
All areas cleared of food and	1 litter	
Bathrooms checked for glas		
All outside areas are cleane		
No property or equipment may be Book Shop Staff will not be respo the event.		-
Print Caterer Name (or Authorized Representative)	Signature	Date
Print Given Book Shop Staff	Signature	Date
Name on duty to verify that these	actions have occurred.	