

**New Hanover County
Hugh MacRae Park
Rental Contract**

License Agreement

Regulations for Rentals Including Special Events, Weddings and Receptions at Hugh MacRae Park Garden & Gazebo.

Fee Schedule

License Fee: \$300 for a 4 hour time block (minimum/maximum)

\$600 for a 4 hour time block (minimum/maximum) Residents outside of New Hanover County.

_____ **Scheduling**
Initials

Events may be scheduled through the New Hanover County Parks Department no more than 12 months nor less than two weeks in advance.

_____ **Fee Payment**

Payment is due in full within 14 days of scheduling. Cancellation must be made no later than (30) days prior to your event to receive a full refund. Cancellations made later than 30 days prior may receive a credit towards future rentals in the park.

_____ **Guests**

Guests and their behavior are the responsibility of the lessee. Any damage to park property due to misconduct of renters and/or guests will result in legal action. New Hanover County will not be held responsible for the safety or security of any equipment, including, but not limited to chairs, tables, tents, canopies, musical instruments or food. New Hanover County, its owners or agents, shall not be held responsible for and is hereby expressly relieved from any and all liability by reason of injury, loss or damage to any person or property in or about the premises, however caused, whether loss, injury or damage be to the person or property of Hugh MacRae Park, the wedding party, invitees, or other persons. Smoking is permitted only in the parking lot.

_____ **Vendors**

For the purposes of this document the word “vendor(s) shall refer to any type of service business, i. e., including but not limited to caterers, florists, musicians, tent companies, or photographers, equipment rental companies, etc.

All vendors must be licensed and insured and must agree to comply with New Hanover County Vendor Rules and Restrictions. It is the responsibility of the lessee to obtain proof of current insurance and licensing. The lessee agrees to indemnify and hold harmless New Hanover County (owner), its agents and employees from any and all claims, actions, liabilities, and causes of action arising on account of illness, injury, death or damage to any person(s) or their property and attributable to the client/vendor use of the facility.

_____ **Delivery and Setup**

Lessee shall be responsible for all setup of event, all service during event, and all clean up after event. Delivery and setup is included in 4 hour rental block.

_____ **Parking**

Parking is allowed only in designated area. Hugh MacRae Park is a public park and onsite parking is limited. New Hanover County does not guarantee parking availability; it is on a first come first served basis. If utilizing reception area, vendors are to park in parking lots only. Catering trucks may be parked close to the event, out of the flower beds, and off lawn areas. Rental equipment trucks may unload onsite and then move their vehicles. Overnight parking is not permitted in the park. Vehicles should be removed from the park before closing .

_____ **Alcohol**

Only beer and unfortified wine may be served. No kegs are allowed and liquor may not be served.

_____ **Tents**

Tent size in the reception area is not to exceed 60x120. Tent placement must stay within the permanent marking area. Tent ropes and supports must be placed and flagged to avoid possible injury. All tent equipment must be removed from areas used. All tents must be removed following an event. All locations of the tent stakes must be pre-approved prior to installation. Be advised that tents are not allowed in the garden area.

_____ **Candles, Flowers, Decorations and “Send-Off”**

Flowers and decorations are limited to free standing placement and may only be installed the day of the event. Nothing may be driven into the ground in the garden area. There are to be no torches, sparklers, or open flames of any kind. Birdseed, rice, confetti, artificial flower petals, and helium balloons are strictly prohibited. Fresh flower petals and bubbles are allowed, but petals must be removed from the grounds.

_____ **Clean up and removal**

All events must end within the contracted time. All items brought into the park must be removed immediately following the event, including decorations, flowers, ice, and garbage. It is the lessee’s responsibility to have everything removed.

_____ **Entertainment**

The City of Wilmington Noise Ordinance is the guideline for music volume. No amplified music will be allowed past 10:00 pm. Should a New Hanover County representative request sound volume to be lowered, compliance is expected. The second warning will be from the New Hanover County Sheriff’s office or the City of Wilmington Police Department. Other park guests and surrounding residents must be considered.

_____ **Cancellation**

In the event of that conditions are deemed unsafe for guest, staff, and /or facility due to circumstances beyond control of New Hanover County, the event may be canceled by either party. New Hanover County maintains the right to cancel, without advance notice, any event not in compliance with these regulations. It is the responsibility of the person requesting the facilities and services to ensure that the event and patrons are in compliance with all applicable regulations.

**LICENSE AGREEMENT
HUGH MACRAE PARK**

Date:

I (please print name) _____, as the lessee of the event described below, agree to comply with all stated regulations in the New Hanover County Rental Contract. I have knowing initialed all terms and will adhere to all items stated above. I agree to obtain all necessary vendor permits and proof of insurance as outlined in the contract and I assume responsibility for any violations by my vendors or guests. Hugh MacRae Park is to be used as a social setting; no fundraising is permitted in conjunction with our site.

You are wholly responsible for any common law social host liability which may result directly or indirectly from the consumption by any party of alcoholic beverages during the event. New Hanover County specifically disclaims any and all such liability. In the event that New Hanover County or any agent thereof is found by any court or similar authority to be liable to any person or party resultant of the consumption by any party of such beverages during the event, by signing the reservation form attached hereto, you agree to wholly indemnify and hold New Hanover County harmless of said liability to the greatest extent allowable under applicable law.

New Hanover County will assume no responsibility for loss, theft, or damage to vehicles, personal items or equipment.

Lessee: _____ (lessee signature required)

Mailing Address: _____

Day phone: _____

Alternate Number: _____

Email Address: _____

Requested Event: _____

Last name of Bride/Groom (if applicable) _____

Number of guests:

Date: _____ Time: _____

