



CONFERENCE CENTER RENTAL CONTRACT

This contract is made and entered into as of this, _____ day of _____, 20_____, by and between the Town of Santee (hereinafter referenced as (“Town”) and _____, hereinafter referenced as (“Lessee”). The Town hereby grants to Lessee the right of exclusive occupancy of the facility known as the Santee Conference Center, hereinafter referenced as “The Center”) located at 1737 Bass Drive, Santee, South Carolina. The occupancy shall be for the date(s) of _____ thru _____. Lessee shall be granted occupancy on _____ at _____. The occupancy shall terminate by midnight unless prior arrangement has been contracted. The occupancy shall be subject to the following terms and conditions.

Deposits: Lessee shall pay a sum of Five Hundred Dollars as a security deposit to secure Lessee’s obligation to return the premises to the Town in proper condition. **Payment is required at the time the rental contract is signed.** In the event, upon inspection of The Center on the next business day after the termination of the occupancy granted herein, the Town, in its sole discretion, determines that The Center was at least left in proper condition at termination of the occupancy as prior to occupancy, Town shall then return deposit to Lessee within 2-3 weeks. Likewise, security deposits are processed for the refundable deposit less any additional clean-up or damage charges within the same time period.

Payment of Fees: As consideration for the occupancy of The Center, Lessee agrees to pay as outlined in Exhibit “A” (itemized fee report(s)) the sum of \$_____ for the period(s) of occupancy requested. One-half of the total rental fee amount listed on the attached itemized fee report will be due 15 days after the signing of contract. The final balance of fees must be paid no later than 30 days prior to the event.

Reservations for The Center completed less than 30 days before the event date must be paid in full and in the form of cash, cashier’s check or certified check.

Cancellation: The Center cancellations between 60-90 days before an event will result in loss of the security deposit. Cancellation less than 60 days prior to the event will result in loss of 50% of the total amount listed on the itemized fee report. Rescheduling an event will be treated the same as a cancellation.

Long-term Lessee: For events taking place on a daily/weekly basis, The Center can be rented no more than 90 consecutive days in advance. Contract extensions may be negotiated on an individual basis.

Area of Rental: When renting The Center there will only be authorized access to the designated area agreed to on the first floor of The Center. Failure to follow this policy may result in the loss of security/damage deposit per the discretion of the Event Coordinator.

Hours of Rental: The Center is rented in 8 and 12 hour blocks. Lessee must pay for all hours of occupancy, including set-up time, break down, and clean up time for caterers, entertainers, florist, and decorators. Failure to vacate by the appointed time will result in the loss of security deposit plus any damages that may have been incurred, including extra clean up fees.

Weddings and Wedding Receptions: It is strongly recommended that a day for set-up and decoration be rented. Lessee is offered a wedding package which is a 2 day rental at a 50% discount for the day before a wedding and/or reception for the portion of The Center rented by Lessee the day before.

Estimate of Attendance: A final estimate of attendance is due to Event Staff at least 2 weeks prior to the date of the event and numbers must include children as well. When Lessee know that anticipated attendance is more than estimate Lessee must disclose the new number to the Event Coordinator so that security officer fees can be added if applicable. Failure to disclose the new number of guests may result, in the loss of security deposit and/or may result in the altering or ending of the event at any time it determined necessary to protect the facility from damage; or to assure the safety and welfare of event participants, park visitors, or the surrounding community. In the event a function is ended, no refund will be issued. Children under the age of 12 must be supervised by an adult at all times.

Set-up and decorations: The Town of Santee provides tables and chairs, which will be set up by the time rental begins. A layout plan for tables and chairs must be done no later than 30 days prior to the event. Table and chair layouts cannot be changed less than 14 days prior to event. We do not provide linens. Table coverings are required when serving food or beverages. Glitter, confetti, sequins, sand, and real rose petals are prohibited. For wedding receptions bubbles or sparklers may be used outside on the pavement as the bride and groom leave. Decorations, banners, or fliers may not be put on walls or blinds. Candles must be dripless. Tea lights and votive in containers are allowed. Birdseed, rice, and silly string are strongly prohibited. The Lessee will be charged for any damage resulting from the use of prohibited decorations. Decorating and delivery of rental equipment may not begin prior to reservation time. If the wedding package is not purchased, a separate rental time must be reserved and rental fee paid for set-ups required the day before a scheduled event. All decorations and rental equipment must be removed immediately following event. Our staff is not responsible for the set-up, removal or security of rental equipment. If Town staff is required after the event ends or staff returns to The Center at the request of the Lessee, Lessee agrees to pay for staff time at a rate of **\$50** per hour or a portion thereof.

Caterers: If food is to be served, Lessee must employ a licensed caterer for event. The Event Coordinator retains a listing of caterers licensed by the Town of Santee. Prepared foods by non-licensed caterers are prohibited in The Center. Prepackage snacks and such may be used. Lessee should make prior arrangements with caterer to clean the kitchen and remove all food, trash, and rental equipment. Remember to ask caterer how much time will be needed for set up and clean up so Lessee can better estimate rental time. All food must be pre-made prior to event. There is NO cooking allowed in The Center.

Service Providers: In accordance with the Town of Santee ordinance, every person engaged or intending to engage in any calling, business, occupation or profession, in whole or in part, within the limits of the Town of Santee are required to apply for a business license and pay the appropriate license tax for the privilege of doing business in the Town of Santee. All licenses must be obtained 30 days prior to the event. The Lessee must notify all individuals and/or organizations providing products or services of the business license requirement. It is the Lessee's responsibility to comply with all Town ordinances and assure all individuals and/or organizations providing products or services are operating accordingly. Lessee will be assessed an additional minimum fee of **\$50** per individual and organization that do not comply (this fee may be deducted from the security deposit).

Alcohol Consumption: Alcohol use is permitted in The Center. However, in accordance with the South Carolina ABC Commission licensing requirements, there may be no "cash bars" or "bring your own bottle" events. If Lessee is found to be in noncompliance, the Lessee will be subject to forfeiture of security deposit and charged with a crime.

Please Note:

Unlicensed Social Functions

General: The purpose of this section is to provide an overview of South Carolina laws regulating the possession and consumption of beer, wine, and liquor at unlicensed social functions. An unlicensed social function is an event of a noncommercial nature where admission is not charged, and beer, wine, or liquor is being consumed, but not sold, and the person having the function does not have a beer and wine permit or liquor license. A wedding reception where beer, wine, or liquor is being consumed is an example of an unlicensed social function. If you intend to charge admission to your function and include beer, wine or liquor in the price of admission, you must obtain a beer and wine permit or liquor license. You will also need to obtain an admissions tax license, and pay a tax of 5% of the price of the admission ticket. If you intend to charge for items or services and include beer, wine, or liquor in the charge for the items or services, you must obtain a beer and wine permit or liquor license. If you intend to charge for anything, be sure that you have first obtained a sales tax license from the SCDOR. If you wish to sell beer, wine, or liquor you need to first obtain the appropriate beer and wine permit or liquor license.

Security Officers: One security officer is required for every 200 guests. However, a security officer is required for all functions serving beer, wine or liquor regardless of number of guest. The Town of Santee will provide necessary security officers at the Lessee's expense at a fee of **\$35** per hour per officer. The Town of Santee reserves the right to require the services of security officers, or more officers than are required, at the Lessee's expense for any function that the Event Coordinator deems necessary. Likewise, the Lessee can request the services of officers when they are not required to employ them, or employ more officers than required. When officers are required, Lessee must retain them from the beginning of the event time until the end of Lessee rental time. Any security that is cancelled within 48 hours of the event date will result in full payment of the security officers. When a security officer is scheduled, rental times may not be altered less than 24 hours prior to the event.

Entertainers & Use of In-house Sound system: Before finalizing entertainment Lessee should be sure their power needs are compatible with our facility. Fog and bubble machines are prohibited. Lessee is responsible

for any damages incurred to the facility by entertainers or their employees (including scratches on the floor and damages to the grounds). The Lessee agrees to assume all cost arising from the use of patented, trademarked, franchised or copyrighted materials, devices, processes, or dramatic right used or incorporated into each event. An in-house sound system is available for a fee, but cannot be used in lieu of a DJ. It is recommended that Lessee hire a professional DJ or band if more than background music is expected for function. Event staff is not available to run the music for events.

Inflatables and Mechanical Rides: The use of Inflatables and mechanical rides must be pre-approved by the Event Coordinator at least 2 weeks prior to the date of the event. Rides may not be open for public use and proof of insurance listing the Town as an additional insured must be provided.

Weapons & Explosives: Possession and/or use of firearms, weapons, fireworks & explosives are prohibited.

Tobacco Use: Use of tobacco products is prohibited inside and on the campus of The Center. It is Lessee responsibility to inform guest of this rule.

Violations of Rules: Any person violating the existing rules and regulations or, in the opinion of a events staff, constituting a public nuisance or potential hazard to persons or property, or exhibiting disorderly conduct, shall be served notice by the events staff and expelled from the property. Such violations can be subject to prosecution in accordance with state and local laws and ordinances.

Right to Alter or End an Event: The Town of Santee maintains the right to alter or end an event at any time it is determined necessary to protect the facility from damage; or to assure the safety and welfare of event participants, park visitors, or the surrounding community. In the event a function is ended for cause, no refund will be issued.

Damages: Damage or altering the appearance of any portion of The Center or surrounding area will result in the forfeiture of the security deposit, be it an act of the Lessee, his employees, agents or guest. An inspection is conducted immediately after each rental. The Lessee is responsible for any damages that exceed the amount of the security deposit, as determined by the Event Coordinator.

Clean up Responsibilities:

KITCHEN AREA:

- () Bag and tie all garbage and place in the designated receptacles located outside.
- () Clean and wipe down the sink, counters, tables, warmers, and pushcarts.
- () Sweep and mop the kitchen floor.
- () Linens, dishes, glasses floral stands, and other rental equipment must be removed immediately following the event.
- () Remove all decorations from the premises.

THE CENTER/AND MEETING ROOMS (INSIDE):

- () Linens, dishes, glasses, floral stands, and other rental equipment must be removed immediately following the event.
- () Remove all decorations from the premises.
- () Dispose of all decorations and trash that have fallen on the floor.

- () Bag and tie all garbage and place in the designated receptacles located outside.
- () Extract all liquid and food spills from the floor of the event space.

The Town of Santee shall not be held liable for any items left on premises.

Parking, loading & unloading: All vehicles should park in designated parking areas. Failure to follow this policy may result in the forfeiture of the security deposit and may result in additional damage fees charged to the Lessee. Vehicles are NOT to be left in the loading/unloading circle drive.

Insurance: If any of the following activities applies, a certificate of insurance (minimum of \$1,000,000) is required by the Lessee and is to be provided to the Town of Santee at least 30 days prior to the event (minimum of \$1,000,000). It is required that the Lessee list the Town, their employees or representatives, or volunteers working for the Town as additional insureds:

- Alcohol or hosted bar.
- Event is open to public.
- Four Hundred (400) or more guest in attendance.

If the certificate of insurance is not provided to the Town of Santee **30 days** prior to the event, the Town of Santee will purchase the certificate of insurance and the Lessee will incur the additional expense.

Special Compliance: As the party responsible for the procurement of any services to be provided at The Center, Lessee assumes complete responsibility for compliance with the South Carolina Illegal Immigration Reform Act in regard to contracts for any services to be provided.

The Town of Santee may add or delete sections of this contract as it becomes necessary without notice.

Indemnification: The Lessee agree to indemnify and hold harmless the Town and its agents and employees from any and all claims or lawsuits for damages or injuries of any kind or nature which occur as a result of or arising out of the use of Town property by the Lessee and the guest of the Lessee pursuant to this agreement.

The undersigned represents that they are at least 21 years of age and are authorized to enter into this agreement. Further, the undersigned has read and agrees to lease the Santee Conference Center as listed, and agrees to all rules and regulations as imposed by the written policies.

Accepted and agreed to:

Print Name: _____

Town of Santee – Event Coordinator

Signature: _____

Signature: _____

Date: _____

Date: _____

FEE SCHEDULE FOR THE SANTEE CONFERENCE CENTER

<u>All Day Rental</u>	<u>Block Rental</u>
Entire Center 8 a.m. - 12 Midnight \$2,000	8 a.m. - 4 p.m. \$1000
	4 p.m. - 12 Midnight \$1000
One Half Center with Stage \$1,600	8 a.m. - 4 p.m. \$ 800
	4 p.m. - 12 Midnight \$ 800
One Half Center / Without Stage \$1,000	8 a.m. - 4 p.m. \$ 500
	4 p.m. - 12 Midnight \$ 500
Break out Room - 8 a.m. - 12 Midnight \$700	8 a.m. - 4 p.m. \$ 350
	4 p.m. - 12 Midnight \$ 350
After Midnight Fees	\$200 Each Hour or Portion Thereof
Extra charges	Dance Floor - \$300 Per Section
	Audio system - Small \$75 / Large \$150
	Lectern - \$50
Security	\$35 Per Hour Regular Rental Dates
	\$55 Per Hour Holiday Rental Dates
	\$60 Per Hour Last Minute or Unscheduled Times

Exhibit "A"
Itemized Fee Report

Lessee: _____ **Event Time:** _____

Rental Date(s): _____

Type of Rental: All Day (8 a.m. - Midnight)

Block *Please Check One* 8 p.m. - 4 p.m. 4 p.m. - Midnight

Section(s): Entire Center Half Center with Stage
 Half Center without Stage Break Out Room

Event Open to Public: Yes No **Serving Alcoholic Beverage:** Yes No

Number of Guest: _____ **Security Deposit: \$ 500.00**

Rental Fee:

Center Rental: \$ _____ Event Day(s)

Center Rental: \$ _____ Set-up Day(s)

Dance Floor: \$ _____

Audio System: \$ _____

Lectern: \$ _____

Security: \$ _____

Other: \$ _____ Specify _____

Other: \$ _____ Specify _____

Total: \$ _____ (Enter Amount on Contract)

Print Name: _____

Lessee's Signature: _____

Date: _____