

Town of Hollywood, SC Parks Rental Agreement

Date: _____

Lessee Name: _____

Lessee Address: _____

Phone: _____

Desired Park: Pineland Manor Park Wide Awake Park

Nature of Event: _____

Desired Date: _____

Time: Start _____ **End** _____ (no later than 10pm)

Anticipated Guest Total: _____ (no more than 200 people)

LESSEE represents that the event is hosted by LESSEE.

CHARGES: Rental fees for the Parks listed above are for the specified time frame noted above, not including set-up and necessary clean-up periods. Additional hours of reservation will be billed to the LESSEE at \$100 per hour, or fraction thereof. Lessee will be afforded the opportunity to extend an event, the day of the event, provided all terms and conditions of the contract are met. Town of Hollywood staff recommends to Lessee that music and the service of food and beverages terminate thirty (30) minutes prior to the planned conclusion of the event in order to facilitate the orderly completion of the event prior to the contracted deadline. The fee for the Parks rental does not include tables, chairs, set up or removal of things needed for the recommended room occupancy.

All changes to the contract or cancellations must be in writing (letter or email) to be signed by the LESSEE or their authorized agent, except failure to make deposits on time. Changes are not an amendment to this contract unless signed by the Center's agent.

DAMAGE DEPOSIT: A refundable \$250 damage deposit is due at time of application when renting the Wideawake Park; and a \$50.00 damage deposit is due at time of application when renting the Manor or Pineland Park. It is agreed that any property replacement or clean up services required upon conclusion of an event will be deducted from this deposit prior to a refund to the LESSEE. If no damages occur and the park is returned in condition as received, the entire damage deposit will be refunded within ten business days of the event. CENTER reserves the right to collect from LESSEE any charges for damages incurred by LESSEE'S use of the park.

Lessee may have access to the park to set-up as early as 8pm on the day prior to the event; however, the park may not be completely prepared or released for use until two (2) hours before the scheduled event. Events are not allowed to continue past 10:00 pm.

ADDITIONAL CHARGES: Folding chairs, 60in. round tables, and 60in. rectangle tables may be available for rent; costs are \$1 per chair and \$8 per table. Demand for rental must be specified at time of application and payment for such will confirm reservation.

LESSEE agrees to pay a \$25 service charge for all returned checks.

CANCELLATION POLICY: In the event CENTER cancels this contract at any time, all funds received from LESSEE'S will be fully refunded.

Should LESSEE cancel the event contract, liquidated damages shall be paid to CENTER. Payment due as a result of such cancellation under this provision shall be made by LESEE in accordance with the following schedule: 1) if cancellation date is ninety (90) days or more prior to the event, 75% of all monies paid will be refunded; 2) if cancellation date is between sixty (60) and eighty nine (89) days prior to the event, 50% of all monies paid will be refunded; 3) if cancellation date is between thirty (30) and fifty nine (59) days prior to the event, 25% of all monies paid will be refunded; and 4) if cancellation date is between one (1) and twenty nine (29) days prior to the event, 0% of all monies paid will be refunded.

CONDITIONS:

ALCOHOL: All bars must be "hosted". Any sale of liquor must be permitted under a special event license from SC Dept. of Revenue, a copy of which must be submitted at the time of final payment for the reservation. Alcoholic beverages shall not be consumed by anyone less than 21 years of age. Any violations of this mandate would threaten the potential liabilities of the CENTER and therefore is grounds, within the sole and absolute discretion of the CENTER, for terminating this Contract without notice and without a refund to the LESSEE. LESSEE shall assure that no conduct or an activity on the grounds violates any and all Town, County or State ordinances or laws.

BUILDING: Use of the building on-site must be specified.

CARSHOWS: Car shows are not allowed on the grounds of CENTER facilities. Vehicles can **not** be set up/displayed on any grounds that are not marked for parking.

CONDUCT: Should police be called for disorderly, illegal or life threatening activity at your event, you may be banned from the privilege to utilize this or all facilities owned by the CENTER. This will cancel out already reserved future dates as well. When Center personnel are notified you will be asked to cease and vacate the facility immediately. This is a public safety threat and will not be tolerated by the center. In event of an emergency that requires fire, police or emergency medical personnel, LESSEE agrees to call 911 immediately and then notify center staff at the contact number provided. In these cases, CENTER would act in the same manner and the emergency response may be unduly delayed if LESSEE delays. CENTER'S staff personnel are not trained or qualified to administer emergency services. Staff may be called at the office during business hours at (843) 889-3222.

LESSEE agrees to be responsible for any damage done to the building or any other part of the park by the LESSEE, his/her guests, invitees, employees, independent contractors, or other agents. The CENTER will not assume or accept responsibility for conditions beyond the control of the CENTER or damage to or loss of any merchandise or articles left in the building or on the grounds prior to, during, or following the LESSEE'S event.

FIREWORKS: Due to the facilities being in extreme close proximity to residential property; we **prohibit** the use of firearms, fireworks or any ignition of explosives devices for entertainment.

GROUND: The use of confetti or rice is prohibited on the grounds. All trash, decorations, and other debris must be properly bagged and tied up following the completion of the event. LESSEE must provide their own trash liners beyond what is made available. Any labor required by CENTER staff to clean the building or grounds will be done at a charge of \$25 per hour.

KEYS: Access to the facilities will be available by issuance of keys. Keys will be available for pick-up at Town Hall at least one business day prior to your event and must be returned to Town Hall by 8:00 am on the next business day following your event. You will be escorted by CENTER staff as to the recommended use of the facility prior to being issued keys.

PARKING: The lot space reserved for parking can accommodate a small number of mid-sized vehicles. Please use this marked area for all parking needs. DO NOT park on the grass in all other areas, or on the outside of the park fence or any privately owned property around the park as your vehicles may be subject to towing. Wide Awake Park: You **must** provide direction of cars coming in Trexler Avenue and leaving out of your event to allow for smooth traffic flow. This is a one way road and the residents that live there must be able to travel this road, while guests enter and leave your event. You should hire off duty officers or assign this task to someone of your group.

LESSEE AGREES TO THE FOLLOWING: The park is accepted "as is" by execution of this agreement and taking possession of the park, LESSEE shall be deemed to have accepted the park as being in acceptable order, condition and repair. LESSEE should submit a list of discrepancies to CENTER prior to the commencement of the event. CENTER and LESSEE agree that not all buildings and grounds of the Parks are accessible to disabled persons, and that CENTER shall bear no responsibility for ensuring that its building and grounds are accessible to disabled persons. LESSEE agrees to inspect the park and building prior to or within 72 hours of signing the contract to ensure suitability for the planned event and the anticipated guests or supporting equipment.

LESSEE shall indemnify, defend, and hold CENTER harmless from and against any and all damages, losses, claims, judgments and costs (including attorneys fees), unless caused solely by gross negligence or willful misconduct by CENTER'S staff, employees, agents or contractors, arising from (a) LESSEE'S use of the building and grounds, or (b) from LESSEE'S activities in the building or on the grounds, or (c) from anything done, permitted or suffered by LESSEE in the building or on the grounds, or (d) from LESSEE'S failure to observe or perform any agreement or promise under this agreement.

CENTER reserves the right to cancel this agreement at any time, with or without notice, in the event that any term, condition or promise in this agreement has been or is being violated. In such event, there will be no reimbursement or credit towards any fee previously paid or any fee still owing.

If the CENTER brings any action to enforce any of the terms, conditions or promises in this contract, it shall be entitled to its reasonable attorney's fees incurred in such an action.

