

Town of Hollywood, SC
Wide Awake Park Rental Agreement

Date: _____

Lessee Name: _____

Lessee Address: _____

Phone: _____

Nature of Event: _____

Desired Event Date: _____ **Time: Start** _____ **End** _____

Anticipated Guest Total: _____ **Additional Rental:** _____ **chairs** _____ **tables**

LESSEE represents that the event is hosted by LESSEE.

CHARGES: Rental fees for Wide Awake Park 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. Wide Awake Park 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 Wide Awake Park rental does not include tables, chairs, set up or removal of things needed for the recommended room occupancy.

Fifty percent (50%) of the rental fee is required as initial payment with signed agreement. 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.

ADDITIONAL CHARGES: White folding chairs and white 60" round folding tables may be available for rental; at cost of \$1 per chair and \$8 per table. Demand for rental must be specified at time of application.

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.

In the event the LESSEE should cancel this contract within five (5) business days of signing the contract, LESSEE agrees to pay CENTER two hundred dollars (\$200) administration fee; which will be deducted from the initial deposit.

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.

DAMAGE DEPOSIT: A refundable \$250 damage deposit is due at time of application. 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 7:00 am the day of 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 1:00 am.

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 to Wide Awake Park staff at time of final payment. 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 in the building violates any and all Town, County or State ordinances or laws.

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

GROUNDS: The use of confetti or rice is prohibited on the grounds. All trash, decorations, and other debris must be removed from the park immediately following the completion of the event. LESSEE must provide their own trash liners. Any labor required by Wide Awake Park staff to clean the building or grounds will be done so at a charge of \$25 per hour.

If LESSEE borrows and fails to return any and all keys for the building or grounds within 12 hours of the scheduled completion of the event, all locks will be re-keyed at lessee's sole expense. An amount of \$100 will be deducted from the security deposit to complete the re-keying.

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 Wide Awake Park 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 contract to ensure suitability for the planned event and the anticipated guests or supporting equipment. There are no public restrooms on the grounds.

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.

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.

In event of an emergency that requires fire, police or emergency medical personnel, LESSEE agrees to call 911 immediately. In these cases, CENTER would act in the same manner and the emergency response may be unduly delayed if LESSEE delays. CENTER'S security personnel are not trained or qualified to administer emergency services. On-Site staff may be located at the office during business hours (843) 889-3222 or after hour at_____.

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.

SUMMARY OF CHARGES

RENTAL FEE \$ _____

LESS 50% DEPOSIT \$ _____

PLUS DAMAGE DEPOSIT \$ **250**

TOTAL DEPOSIT MADE \$ _____

ADDITIONAL CHARGES # of tables _____ = \$ _____
(Due 30 days prior to event) # of chairs _____ = \$ _____

Balance due 30 days prior to event \$ _____

It is understood by LESSEE that this agreement is tentative and not binding until initial payment and this signed agreement is received.

LESSEE Signature

Date

CENTER Signature

Date