



## CHARLESTON LIBRARY SOCIETY EVENT SPACE RENTAL AGREEMENT AND CONTRACT FOR RENTAL

This Rental Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by the parties whose signatures appear on the last page of this Agreement.

### A. TERMS AND CONDITIONS OF THIS AGREEMENT

#### PLANNING, POLICIES, AND REGULATIONS

Event Date: \_\_\_\_\_ Set-Up Date/ Time: \_\_\_\_\_/\_\_\_\_\_

Event Start Time: \_\_\_\_\_ Event End Time: \_\_\_\_\_

Event End Date and Time: \_\_\_\_\_/\_\_\_\_\_

Type of Event: \_\_\_\_\_ Number of Guests: \_\_\_\_\_

Details (For the best event pre-planning and production please provide, on page two, a detailed plan and desired schedule for specific times and aspects of your event).

Client(s)/ Corporation: \_\_\_\_\_

Primary Contact: Preferred Phone: Email: \_\_\_\_\_

Secondary Contact: Preferred Phone: Email: \_\_\_\_\_

Emergency Contact: Preferred Phone: Email: \_\_\_\_\_

Address: \_\_\_\_\_  
City/ State/ ZIP \_\_\_\_\_

**NOTE:** The **standard rental time** is based upon 6 hours, including setup time. Renter may use up to 2 additional hours for break down/ cleaning time. More time, if needed or requested, may be subject to additional fees. It is understood that your event may be shorter than 6 hours.

For use on the event date and time stated above, a **Rental Fee of \$3,000 (January, February, July and August) or \$4,000 (March – June and September – December)**, and a

Security Deposit of \$500 are due and payable on the schedules below. Cash, check, and some credit cards are accepted.

(ALL PAYMENTS SHOULD BE MADE to Charleston Library Society.)

## 1. RENTAL FEE

DATE HOLD (Non-Refundable) Due (at time of reservation) \_\_\_\_\_ Amount: \$500

Method:  Cash  Check  Credit Card \_\_\_\_\_

Remaining Payment Due Date: \_\_\_\_\_ Amount: \_\_\_\_\_

Method:  Cash  Check  Credit Card \_\_\_\_\_

Additional Time or Additional Set-Up Time Due Date: \_\_\_\_\_ Amount: \_\_\_\_\_

Method:  Cash  Check  Credit Card

Refundable Security Deposit: Due Date: (14 days prior) \_\_\_\_\_ Amount: \$500.00

Method:  Cash  Check  Credit Card \_\_\_\_\_

Planning and production services can be negotiated. Payable upon agreement immediately, non-refundable.

Other billable fees or requested/required expenses or staff costs will be quoted and detailed on separate invoices, as costs are determined or necessary. All expenses will be estimated and have to be approved and paid for prior to being incurred.

No rental refunds will be paid 30 days prior to an event, as your agreement to rent the Charleston Library Society on \_\_\_\_\_ may cause the loss of additional bookings or business. In addition, expenses incurred such as rentals or purchases necessary to produce your event may not be refunded or may not be refunded in full if costs have been incurred toward that obligation. We accept Visa and Master Card credit cards, but charge a 4% processing fee that is charged to us by those companies. Any refunds issued will be returned less a 4% handling fee.

All balances must be paid to the Charleston Library Society 30 days in advance of the event. (If the balance is not paid on time, the Charleston Library Society has the right to cancel your event.)

A signed agreement and down payment must be received to reserve your date and times.

Acknowledged, Agreed and Authorized by \_\_\_\_\_

Signature \_\_\_\_\_

Primary Contact/Renter: \_\_\_\_\_ Date: \_\_\_\_\_

Acknowledged and Agreed by the Charleston Library Society \_\_\_\_\_

Contact/ Date: \_\_\_\_\_

**Please initial and date all pages.**

## **EVENT DETAILS PLAN**

Desired Schedule: \_\_\_\_\_

Specific Needs/Technical Requirements: \_\_\_\_\_ (add page if needed)

Resources Needed: \_\_\_\_\_ (add page if needed)

Media Coverage/VIP, Celebrity or Performer Requirements: \_\_\_\_\_ (add page if needed)

Special Needs: \_\_\_\_\_

Event Planner: Preferred Phone: Email: \_\_\_\_\_

Caterer: Preferred Phone: Email: \_\_\_\_\_

Cake: Preferred Phone: Email: \_\_\_\_\_

Other Food: Preferred Phone: Email: \_\_\_\_\_

Musician/DJ/Talent: Preferred Phone: Email: \_\_\_\_\_

Management/AR Contact: Preferred Phone: Email: \_\_\_\_\_

Winery/Alcohol Source: Preferred Phone: Email: \_\_\_\_\_

Other Vendor: Preferred Phone: Email: \_\_\_\_\_

Publicity/Media Contact: Preferred Phone: Email: \_\_\_\_\_

Event Insurance Company \_\_\_\_\_ / Policy # \_\_\_\_\_

Primary Contact: \_\_\_\_\_

Liquor Liability Insurance Co. \_\_\_\_\_ /Policy # \_\_\_\_\_

**Please understand that the Charleston Library Society cannot accept the risk of lack of insurance. No event can be hosted without proof of satisfactory insurance.**

Should you need help to source such insurance, the Charleston Library Society can provide contacts.

**CONDITIONS AND RESPONSIBILITIES OF RENTER** Please read the material below to make sure all parties understand the requirements of providing for everyone's safety and keeping the CLS Main Reading Room a well maintained and safe location for future use.

### **RENTAL FEES**

All balances must be payable to the Charleston Library Society ("CLS") 30 (thirty) days in advance. A down payment and a security deposit check, along with the signed agreement, is required to reserve the date and space. Payment may be made by cash, check or major credit card. There is a 4% fee charged on credit card transactions. No terms are implied or granted and no work will be allowed to commence until full payment is received.

### **SECURITY DEPOSIT AND DAMAGE(S)**

A security deposit check of \$500 made payable to the CLS is required and due 14 days prior to the event. *Please note that this deposit is separate from the down payment to secure the date and space.* This deposit will be refunded within three (3) days following the rental period provided the premises are maintained and left in the same condition as when rented, and satisfactory to the CLS. However, if any cleaning or repairs deemed necessary beyond normal use (i.e. paint damage and floor gouges) will be charged and deducted from the security deposit. The caterer, if used, must clean the premises within two (2) hours following the event, leaving it in the same condition and working order as at the start of the event setup. Caterers must remove all trash, composting and recyclables from the site as we do not have adequate facilities. Failure to remove or clean will result in additional fees. If the building or any part of the premises or its historic contents, including furniture or artwork, is damaged during the event, RENTER will be solely responsible for such damage.

### **INSURANCE AND LIABILITY**

Special Event Liability Insurance is required for all Renter and Caterers. Established Catering Services may use their license and insurance to cover this. The insurance must, at RENTER'S sole expense, provide and maintain public liability and personal property damage insurance, insuring RENTER and the CLS employees, contractors and contracted vendors against all bodily injury, property damage, personal injury and other loss arising out of RENTER'S use and occupancy of the premises, or any other occupant on the premises, including appurtenances to the premises and sidewalks. The insurance required hereunder shall have a single limit liability of not less than \$25,000, and general aggregate liability of not less than \$100,000 the Charleston Library Society be named as an additional insured of said policy. **Please make sure, CLS is listed as "Named Insured" on any policy.**

If alcohol is to be served, please make sure that the policy includes Host Liquor Liability coverage to protect you against alcohol-related accidents, as you are ultimately liable for the safety of your guests.

Any caterers and/or outside vendors, companies, and/or institutions MUST provide a copy of their Certificate of Insurance and Catering License to the CLS, naming the CLS as stated, and will be delivered at least one month prior to the event.

### **LIABILITY and INDEMNITY**

Renter agrees to indemnify, defend, and hold the CLS, its landlord, building owners, officers, employees, and agents harmless of and from any liabilities, costs, personal injury or property damage, penalties, or expenses arising out of and/or resulting from the rental and use of the premises, including but not limited to, the personal guarantee

of provision, service, and dispensing of payment by **RENTER**, its employees, and agents of alcoholic beverages at the **CLS**.

In the event, the **CLS**, its officers, employees and/or agents, are required to file any action in court in order to enforce any provisions of this agreement, **RENTER** agrees to pay the **CLS**, its officers, employees and/or agents, all reasonable attorney fees, court fees, and costs of suit incurred by the **CLS**, including all collection expenses and interest due.

In the event **CLS** or its officers, employees and/or agents, are required to defend any action in court brought because of **RENTER'S** or **RENTER's** guests use of the property, **RENTER** agrees to pay the **CLS**, its officers, employees and/or agents, all reasonable attorney fees, court fees, and costs of suit incurred by the **CLS**, including all costs and expenses of such defense.

**CAPACITY** **RENTER** understands that the maximum standing capacity of the **Main Reading Room** is 200 people, including staff, and will not exceed this limit.

### **SITE DECORATION**

The **CLS** wants to make every event in their historic building a special and welcoming experience. Therefore, every effort will be made to allow **RENTER** to prepare decorations reflecting their creative requirements. We ask that only the **CLS** rearrange and move any furnishings, including artwork, lamps, antiques or seating. No nails, screws, staples or penetrating items should be used on walls or fine wood. Any tape or gummed backing materials must be properly removed, and any wall damage will be deducted from the deposit. No confetti or rice is allowed on-site, regardless of material.

### **STEINWAY GRAND PIANO USE:**

The Library Society has a Steinway grand piano, which may be used during an event for an additional charge of \$500.00. Tuning can be arranged through **CLS** at **RENTER'S** cost.

### **CONDUCT**

There is absolutely no drug use or smoking of any kind tolerated on premises or within 25 feet of the building, including loitering or congregating outside on the sidewalk at any time during the event. Disparaging remarks or any type of physical violence will not be tolerated and will be cause for immediate expulsion. **RENTER** and guests shall use the premises in a considerate manner at all times. Conduct deemed disorderly at the sole discretion of the **CLS** shall be grounds for immediate expulsion from the premises and conclusion of the rental period. **In such cases NO refund of the rental fee shall be made.**

### **NOISE**

**RENTER** acknowledges that the premises are located near residential units and therefore agrees to control the noise level at the event such that it will not disturb neighboring occupants. If **Renter's** event creates a disturbance due to high noise volume, the **CLS** shall immediately reduce the volume. If repeated disturbances are created, at the **CLS's** discretion, **RENTER** may be expelled from the premises or the offending noise will be ended. In the event of disturbances to the point of expulsion, no portion of the rental fee will be refunded to **RENTER**.

Note: Music must end by 9 p.m. during weeknights and by 11:00 p.m. on weekends. Additional time can easily be added provided the volume is modest and it cannot be heard beyond the boundaries of the property or by immediate neighbors; however, if this affects the exit time, additional costs will be incurred.

### **LOST AND FOUND**

The **CLS** bears no responsibility for personal effects and possessions left on premises during or after any event. We do, however, maintain a lost and found and will hold recovered items up to 60 days. Every attempt will be made to return any recovered item to its rightful owner.

**CANCELLATION**

Date-Hold Deposit is Non-Refundable

More than 60 days prior to event: 50% of down payment and 100% of security deposit will be refunded.

From 30 days prior to event: **NO RENTAL PAYMENT WILL BE REFUNDED**; however, 100% of the security deposit will be refunded.

**CATERING, CLEANING, TRASH AND EQUIPMENT REMOVAL**

The Main Reading Room will be in a clean condition prior to your event. Within two (2) hours following the event, you are required to return the space to the same clean condition in which it was found. There is no open flame or frying allowed on site or any cooking that will create a large amount of smoke as our facility is not ventilated. All rental equipment must be removed no later than Noon the following day.

**CITY, COUNTY, STATE AND FEDERAL LAWS**

Renter agrees to comply with all applicable City, County, State, and Federal laws and shall conduct no illegal act on the premises. This is a drug free and non-smoking facility at all times, **NO EXCEPTIONS**. **RENTER** shall not sell alcohol on premises at any time. **RENTER** may not serve alcohol to minors on the premises at any time.

**RENTER** agrees, for everyone’s safety, to ensure alcoholic beverages are consumed in a responsible manner. The **CLS** reserves the right, in its exclusive discretion, to expel anyone who in its judgment is intoxicated or under the influence of alcohol or drugs, or who shall in any manner do or participate in any act jeopardizing the rights, use permit, or insurability of **RENTER** or the safety of its staff, guests, or building contents.

**ENTRY AND EXIT**

Renter agrees that the **CLS** and the **CLS** staff may enter and exit premises during the event. A representative of the **CLS** will be on-site during your entire event and will be checking periodically with the responsible parties to insure everything is working smoothly. We will also be checking the bathrooms, the overall premises, replenishing hand towels and toilet paper, and will be available for questions or to respond to needs or issues that may arise.

**PROMOTIONS AND COPYRIGHT**

A representative of the **CLS** and/or promotional materials and signage will be present at all events, and any questions about the space, its contents or about our upcoming events and the charities we support can be directed to that representative!

**SOUTH CAROLINA LAW GOVERNS**

This agreement is governed by and is to be interpreted in accordance with the laws of the State of South Carolina

**RENTER - ACKNOWLEDGED, AGREED AND AUTHORIZED BY:**

**NAME** \_\_\_\_\_

**SIGNATURE** \_\_\_\_\_

**CHARLESTON LIBRARY SOCIETY:**

**ANNE W. CLEVELAND, EXECUTIVE DIRECTOR**

**SIGNATURE** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**ADDENDUM 1**

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