

CHARLESTON LIBRARY SOCIETY EVENT SPACE RENTAL AGREEMENT AND CONTRACT FOR RENTAL

This Rental Agreement is entered into this ___day of ___, 2022, by the parties whose signatures appear on the last page of this Agreement.

A. TERMS AND CONDITIONS OF THIS AGREEMENT

PLANNING, POLICIES, AND REGULATIONS

RENTER INFORMA	ATION Named	Promisotion:	
RENTER INFORM	ATTON – Ivamer	organization.	
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Primary Contact, Pl	none & Email		
Secondary Contact,	Phone & Email		
Emergency Contact	, Phone & Email	3.2-2-1/ Tes	
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1. RENTAL FEE

MAIN READING ROOM (max capacity 125)

\$4,000 (January, February, July and August) \$5,000 (March – June and September – December)

NOTE: The **standard rental time** is based upon 8 hours, including setup and breakdown. More time, if needed or requested, will be subject to additional fees.

CLS does require that the RENTER have their own Planner or Coordinator as the primary contact and responsible party the day of for handling all logistics with all vendors as well as adhering to departure and cleaning agreements.

2. ADMINISTRATIVE FEES

STAFFING

CLS requires 1 staff member for oversight during open/set-up and two staff members for oversight during the event and breakdown/closing. Staff hours are billed at \$50/per person per hour. Additional hours (more than 8) may be added if additional set up is needed, billed at \$65/hour. Any staff required after 11:00pm will be billed at \$100/hour.

Example: if your event begins at 5:30pm, you may start set up at 3:00pm and need to be fully cleaned and catering supplies picked up by 11:00pm.

3pm to 5pm (1 person at \$50/hour)

5pm to 11pm (2 persons at \$50/hour)

CLEANING

The RENTER (via caterer and wedding coordinator) is responsible for leaving the premises exactly as found in terms of cleaning, pick-up, etc. In addition to this, we must have a proper cleaning of the facility by our housekeeping team. Our \$350 fee will be passed to the renter as part of the contract and rental agreement.

2. ADDITIONAL FEES - most depend on situation

CLOSE-EARLY / WEEKDAY
FELLOWS ROOM or Other GREEN ROOM area
UPLIGHTING
PIANO RENTAL (\$650)

DATE HOLD DEF	POSIT: Non-F	Refundable				
(Due at reservation,	deducted from	rental total if p	paid separate from 50% deposit)			
Amount: \$500	<i>Method:</i>	Check	Credit Card			
DATE:						
DOORS OPEN / R	Rental Delive	ry: <u>pm</u>				
DOORS CLOSE /	Rentals Out:	pm				
CLS STAFF COVE	ERAGE: (1 sta	ff 3pm to 5p	m – 2 hrs), (2 staff 5pm-11pm	<u>– 12 hours)</u>		
			U37.9) /***			
RENTAL FEES:						
MAIN ROOM RE	NTAL: Amou	ınt: \$0.00	(
TOTAL STAFF HO	OURS: Amou	nt: \$.00				
ADDITIONAL ST	AFF HOURS	6: <u>Amount:</u> \$6	0			
LATE STAFF HOURS: Amount: \$0						
ADDITIONAL FE	ES: Amount:	<u>\$0</u> / 🚴 🤝				
CLEANING FEE:	Amount: \$350					
SECURITY DEPO	SIT: Refunda	able (One wee	ek post-event) Amount: \$1000),((() <u>00.</u> (
TOTAL: Amount:	\$ (Includes	Date hold D	eposit if paid at reservation)			
50% DUE: (6 mont	hs prior to ev	ent) Due:	Amount:			
BALANCE DUE +	Security Dep	osit: (30 days	s prior to event)			
Due: An	nount: 📗 🏄					
		// - /	d and detailed on separate inv			
			approved and paid for prior	7 / / /		
1 1 1			old deposit, may be refunded			
cancelation is requ	ested in writii	ng before 90 c	days prior to the reserved date	:////		
				7#		
			rior to an event, as your agree			
			may cause the loss of add			
7, 7,	_7, 7, 7,		penses incurred such as rental			
-	The state of the s	•	refunded (or refunded in full)			
	~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~		ept Visa and Master Card, but			
increase any balance/total with the 4% processing fee that is charged to us by those companies. Any refunds issued will be returned less the same 4% handling fee.						
companies. Any re	tunds issued	will be returr	ned less the same 4% handling	tee.		

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	
NAME:	
SIGNATURE:	
Date:	
Acknowledged and Agreed by the Charleston Library Society	
NAME:	
SIGNATURE:	
Date:	
Please initial and date all pages.	577/2477 111 STO 12 STO
EVENT DETAILS PLAN Event Planner: Phone & Email:	
Caterer:Phone & Email:	
Event Insurance Company	/ Policy #
Primary Contact:	
Liquor Liability Insurance Co	/Policy #
Specific Needs/Technical Requirements:	
Resources Needed:	

<u>Please understand that the Charleston Library Society cannot accept the risk of lack of insurance.</u> 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.

<u>CONDITIONS AND RESPONSIBILITIES OF RENTER</u> 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 of \$1000 made payable to the CLS is required and due with the balance owed 30 days prior to the event. Please note that this deposit is separate from rental fees. This deposit will be refunded within a week of 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 must clean the premises and depart by the END TIME, 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 <u>150</u> 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 \$650.00.

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 10:00 p.m. on weekends.

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 one (1) hour following the event / by 11pm unless you've contracted late staff hours / you are required to return the space to the same clean condition in which it was found. All rental equipment must be removed and/or stored by exit areas, removed BY Noon the following day. NOTE: There is no open flame or frying allowed inside or any cooking that will create a large amount of smoke as our facility is not ventilated. Caterers may set up cooking tents in driveway in order to facilitate event.

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: LAURA PELZER, CHIEF STRATEGY OFFICER SIGNATURE _____ DATE: ////