



TOWN OF KIAWAH

EVENT SPACE RENTAL AGREEMENT AND CONTRACT

Event date: _____ Set-Up Time: _____ Event Start Time: _____ Event End Time: _____ Wrap Time: _____

Event name: _____ Number of guests: _____

Single Event or multiple days/nights: _____

Client(s)/Corporation: _____

Contact: _____ Contact Phone: _____

Address: _____ City: _____ State: _____ Zip: _____

Email address: _____

- No rental fee during business hours from 8 am – 4 pm Monday - Friday.
- After hours or weekend rentals are contingent upon staff availability, and a rental fee of \$70 per hour or a fraction thereof is required. There are no additional fees for using the Town's event spaces unless there are extra services.
- A signed rental agreement and credit card authorization on file is required to reserve your date(s) and time(s). The credit card will not be charged unless there is damage or cleaning needed as a result of the event.
- A deposit of \$200 is required for larger events, where food and beverage are being provided.
- A copy of your Special Event Liability insurance (see Insurance section on page 2) is due no later than ten (10) days prior to your event.
- Please select which space(s) you are requesting to reserve from the options below:
 - Council Chambers (Entire)
 - Council Chambers Conference
 - Room Sub-Divided Chamber
 - (Rear portion) Lobby
 - Outdoor Areas

Number of hours: _____ Rental Fee: _____ Additional Services: _____

Total Rental Fee: _____

Payments should be made to TOWN OF KIAWAH ISLAND. Check and major credit cards are accepted.

Acknowledged, agreed, and authorized by Primary Contact/Renter: _____ Date: _____

Acknowledged and agreed by THE TOWN OF KIAWAH: _____ Date: _____

Please initial and date each of the following two pages:



EVENT SPACE RENTAL AGREEMENT AND CONTRACT

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 TOWN OF KIAWAH MUNICIPAL CENTER** a well maintained and safe location for future use.

The Town Municipal Center is a building intended to accommodate limited public activities. There is a need for additional meeting and gathering spaces on Kiawah, and to the extent possible we should make this building available for reasonable public use.

The Municipal Center is first and foremost a place of business, with limited staff. Official town business and meetings must and will always take precedence. The administrative wing of the building will not be open for public use. The public areas (lobby, council chamber and conference room, sub-divided chamber, and outdoor areas) are made available to the public for uses compatible with the building and subject to availability. Official Town business will not be rescheduled or relocated to accommodate public functions and approved public uses could be rescinded due to unforeseen Town needs.

Public use will be generally limited to Kiawah residents, property owners, organizations, and businesses.

DEPOSIT/RENTAL FEES

Security Deposit Fee:

- A credit card authorization on file is required to reserve your date(s) and time(s). The credit card will not be charged unless there is damage or cleaning needed as a result of the event.
- A Security/damage deposit of \$200.00 is required for larger events, where food and beverage are being provided. This deposit is refundable if no damages are incurred, and no additional clean-up is required. If the cost of damages exceeds the deposit, the renter will receive a bill for the amount over the deposit. Failure to pay the cost of damages more than the deposit may result in legal action being taken by the Town against the renter to recover both the excess costs and all associated attorney's fees and court costs.

Rental Fee:

- No rental fee during business hours from 8 am - 4 pm Monday - Friday.
- After hours or weekend rentals are contingent upon staff availability, and a rental fee of \$70 per hour or a fraction thereof is required. There are no additional fees for using the Town's event spaces unless there are extra services.

The rental fee is payable in its entirety on or before the day of your event. The deposit will be returned in the form of a check from the Town of Kiawah Island and made payable to the responsible party. Please allow up to three weeks for the return of the deposit.

At the Town's sole discretion, a credit card on file may be accepted in lieu of a deposit. The credit card on file will be used in the event of damage or if additional cleaning is necessary due to the event.

INSURANCE

Special Event Liability insurance is required of All renters and is due no later than ten (10) days prior to your event. The insurance must, at renter's sole expense, provide and maintain public liability and personal property damage insurance, insuring the Town of Kiawah Island 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 undersigned will list the Town of Kiawah Island as additional insured.

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. Established catering Services may use their license and insurance to cover this.

LIABILITY

The renter(s) agrees to indemnify, defend, and hold the Town of Kiawah harmless of and from any liabilities, costs, 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 Town of Kiawah Island.

Contact/Renter Initials: _____ Date: _____



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In the event the Town of Kiawah Island is required to file any action in court in order to enforce any provisions of this agreement, renter agrees to pay The Town of Kiawah Island all reasonable attorney fees, court fees, and costs of suit incurred by The Town of Kiawah Island, including all collection expenses and interest due. Renter explicitly waives the right to a jury trial by accepting this agreement, and specifically consents to Charleston County as the venue for any legal action brought under this agreement.

SET-UP & DECORATIONS

The Town of Kiawah Island does not have, nor is it the intent to add employees or contract services that would be routinely available for event set-up, supervise or provide cleaning and maintenance support to public meeting and events. Nor will our employees be assigned to move and set up tables, etc. or do work that infringes on their normal work demands and schedule.

The Town provides tables and chairs, which is not set up by Town staff. We do NOT provide linens. Table coverings are required if you are serving food or beverages. Decorations, banners, or fliers may not be put on walls. All decorations and rental equipment must be removed immediately following your event. Our staff is not responsible for the set-up, removal, or security of rental equipment.

FOOD & BEVERAGE STANDARDS

The Town of Kiawah Island does not allow catering or hot food service in the Council Chambers. We favor allowing personally supplied cold food and drink (sandwiches, cookies, soda, etc.) Groups providing food or beverages would need to assume liability for any damages, cleaning, etc. and will be responsible for general clean up.

Other areas of the Municipal Center (lobby and outdoor areas) do allow all types of food. We recommend that you employ a professional caterer for your event if you are serving food. Make prior arrangements with your caterer to remove all food, trash, and rental equipment. Remember to ask how much time your caterer will need to set up and clean up so you can better estimate your rental time. All food must be pre-made prior to event. There is NO cooking allowed on site. Table coverings are required if you are serving food or beverages.

Alcoholic beverages are not permitted inside of Council Chambers. Alcoholic beverages must remain in the lobby or outside. Alcohol is not allowed on the property unless the lessee hire a professional bar service with the necessary licenses and liability insurance or acquire the appropriate liquor license. The undersigned will list the Town of Kiawah Island as additional insured. The presence and/or use of any alcohol on the premises is subject to the law and all requirements thereof, and any injury or damage resulting there from, is the sole responsibility of the undersigned and any attendee during the time of the rented use of the Municipal Center. A professional bar service is encouraged for Host or Cash Bars.

CLEANING, TRASH AND EQUIPMENT REMOVAL

The Town of Kiawah event spaces 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. All rental equipment must be removed immediately following your event.

Prior to renter departure, a walk-through must be conducted with a member of Town staff. Contact/Renter Initials:

RIGHT TO ALTER OR END EVENT

The Town of Kiawah Island 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, or the surrounding community. In the event a function is ended for cause, no refund will be issued.

DAMAGES

Damaging or altering the appearance of any portion of the Municipal Center or surrounding area will result in the forfeit of the security deposit, be it an act of the renter(s), his/her employees, agents, or guests. 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 Events Coordinator.

INDEMNIFICATION

The renter(s) agree to indemnify and hold harmless the Town of Kiawah Island 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 renter(s) and the guest of the renter(s) pursuant to this agreement.

Contact/Renter Initials: _____ Date: _____