GREATER LAKE CITY ALLIANCE

108 East Main Street

Lake City, SC 29560

Ph: (843) 374-0138

# Continuum

## Rental Agreement

This Rental Agreement is made by and between the Greater Lake City Alliance, doing business as the Continuum, located at 208 West Main Street, Lake City, South Carolina, hereinafter "Continuum" and _____, hereinafter "Renter." The parties agree as follows:

1. _____ **Premises Description**
   The premises refer to the Community Room of the Continuum, located at 208 West Main Street, Lake City, South Carolina, hereinafter "the Premises."

   The facilities and furnishings to be used by Renter include the following:

   _____

   In addition, the Continuum will provide tables, chairs, projection system, and warming and cooling food equipment.

2. _____ **Event Description**
   Renter desires to rent the Premises and referenced facilities, furnishings, and equipment for a _____, which will not have more than 141 guests on the Premises.
   _____ The Renter agrees to maintain guest numbers in compliance with applicable fire codes.

3. _____ **Rental Period**

   Date: _____ 20_____
   Day of Week Month, Date Year

   Setup for the function may begin at: _____
   Clean up must be completed by: _____
   The function is scheduled to begin at: _____

4. _____ **Rental Fee**

   A returned check fee of $30 will be assigned for all checks returned by the bank.

   $_____ must be paid as a security deposit. (This is in addition to the rental fee. The deposit will be returned upon satisfactory completion of contract terms.)

   $_____ must be paid as a rental fee per the following due dates:

   $_____ 50% of rental fee shall be paid at the event booking for the use of the property for the rental period above.

   $_____ Remaining 50% shall be paid by _____ (fourteen days prior to the event) for the use of the property for rental period above.

**Cancellation Rental Fee & Security Deposit Refund Schedule:**

A) Cancellation 21 or more calendar days before the event: 50% of the total rental fee will be refunded. The security deposit is forfeited.
B) Cancellation 20 or fewer calendar days before the event: No refund of the rental fee or security deposit will be issued.

5. ☐ **Rental Terms and Conditions**

☐ **Facilities**

**Allowances**: Animals, reptiles, amphibians, or any other nonhuman species are not allowed on the Premises.

**Capacity**: All rental facilities have a maximum number of occupants allowed by local fire officials; capacity limits must be observed, or event will be terminated.

**Hours**: Renter and all guests, employees, contractors, and agent's caterers must vacate the building by the time stated in the Rental Agreement. The security deposit will be withheld if this provision is violated. Renter and all guests, contractors, and agents are expected to vacate the building.

Clean up: Renter must remove all leftover food, beverages, trash, decorations, and personal property by the clean-up time specified in this Agreement. Renter must return chairs to the storage racks and leave the facility in its original condition. Continuum staff will make requested tables available and handle putting them away. Renters arrange their own furniture for the event.

**Decorations**: Decoration affixed to the Continuum property must be approved prior to installation and assembled before entering property. No nails, screws, scarring devices, or command hooks may be used in hanging decorations or adornments. Rental items not belonging to the Continuum must be removed by midnight.

**Fire and Emergency Exits**: Renter is responsible for keeping all fire exits, aisles, and emergency exits clear and unobstructed.

**Setup**: Renter may not set up before time specified and may set up only in areas stated in Rental Agreement. No alterations are to be made to fixtures. Pictures or displays shall not be taken down or altered. There is absolutely no loading and unloading from entrance. Driving around or up to the plaza is not allowed.

**Smoking**: Smoking is prohibited on and in Continuum Premises. This includes smokeless tobacco, vapor, and e-cigarettes.

**Tents**: The Continuum does not provide tents for use during the event. Renter must communicate with the Continuum team, City of Lake City, or other appropriate entities for locations of underground electrical, alarm, septic services, or other utility lines before setting up tents. Renter is responsible for complying with state law regarding locating and marking of underground utility facilities (811 or "Call before You Dig"). Renter is responsible for obtaining site approval from the Continuum before setting up any tents.

**Toilets:** The Continuum provides sufficient indoor restroom facilities to accommodate the legal capacity of the building. Failure to comply with this provision may result in forfeiture of the security deposit.

☐ **Amenities**

**Electricity**: Electrical usage and amps must be approved by the Continuum Team prior to set-up for the event.

**Parking**: Parking is available outside the Continuum in the front and side parking lots. Parking is not allowed on the lawn, in the roundabout, or on the walkways. Parking is not allowed inside the Continuum.

☐ **Food & Beverage**

**Catering**: The Continuum has no preferred caterers. It is the responsibility of Renter to ensure caterers comply with all specified rules in this Rental Agreement. Renter should also verify that caters are properly licensed and possess appropriate liability and workers' compensation insurance coverage. Caters must upload and load in back of the facility.

**Cooking**: No cooking is allowed inside or outside of the building, except that catering warmers and chafing dishes are permitted.

**Alcohol**: Renter, its employees, contractors, and agents must comply with all applicable laws and liquor regulations. Bartenders must be certified, as required. Any and all permits required by the State of South Carolina, Florence Country, and the Town of Lake City are the responsibility of the Renter.

**Kitchen**: The Continuum does provide a catering kitchen which is included in the rental price. Renter must check with the Continuum Team prior to event concerning the amenities or services needed. No cooking is allowed inside or outside of the building.

☐ **Fees**

**Deposits**: A security deposit is required for all rentals. Accompanied by a signed Rental Agreement, the deposit reserves the event date. The full deposit is returned if the event is not canceled or rescheduled prior to event and all conditions of the contract have been met satisfactorily. The deposit will be returned within 30 days after the event if all conditions were met and no damages incurred.

**Returned Check:** A returned check fee of $30.00 will be assigned for all returned checks.

☐ **Inspections:**

- A pre-event inspection will be made by the Continuum staff and the Renter. At that time, the Renter will complete a Renter's Pre-Event Facilities Inspection Form. This form is to be signed by the Renter and Continuum staff member. Any discrepancies in facility condition will be noted on the inspection sheet.
- A post-event inspection and walk through will be made by a Continuum staff member and the Renter.
- The post-event inspection must be completed and signed off on by the Renter and Continuum staff member.

☐ **Advertising & Signage:**

**Advertising:** Organizations sponsoring public events may not use the Continuum's name or names of its subsidiaries to promote or advertise the event, other than information related to location. Unless specifically exempted, all media advertising must contain the following statement: "The Continuum is not a sponsor of this event." Failure to comply with this policy may result in cancellation of event and forfeiture of security deposit.

**Signage:** The City of Lake City must be contacted by Renter for permission to place temporary signs on Morris, Kelly, Main, Acline, McAllister, John Street or any other surrounding street. The Continuum will allow temporary signage along walkway of facility only if stated in Rental Agreement. Rental Agreement must specify location and type of structure. Renter will be held fully responsible for any damages to Continuum property or to any of another as a result of signage. Signage must be removed at the end of event and may not remain overnight.

☐ **Liability, Indemnity, and Security**

**Liability:** Renter assumes full financial liability, including attorneys' fees and costs, for damage or loss of Greater Lake City Alliance property for any accident, injury or damage to property incurred by Renter, its employees, guests, contractors, or agents during the event or as a result of facility rental.

**Indemnification:** By signing this Rental Agreement, the Renter indemnifies and holds harmless the Greater Lake City Alliance, its officers, employees, volunteers, and agents from suit, action, damages, liability, and any and all expenses in connection with personal injury, death, property damage, loss or theft resulting from the use of the facility. Renter accepts full responsibility and liability for any personal injury or property loss, or damages causes in connection to the event.

**Security:** The Continuum may require Renter to hire security personnel at Renter's expense. The Continuum may inspect the facility at any time during the event to make sure the provisions within this Rental Agreement are being met. In the event Renter is not complying with the terms of this Rental Agreement, Continuum employees, volunteers, or Board of Director members may terminate the event, call law enforcement, or remove disruptive or abusive guests.

☐ **Liability, Indemnity, and Security**

This rental agreement shall be governed by and constructed in accordance with the laws of the State of South Carolina. The parties herby consent to the jurisdiction of the State of South Carolina for the resolution of any action or dispute between the parties.

By signing this agreement, Renter agrees that s/he has read, understands, and will comply with the terms and conditions listed above. Renter acknowledges that s/he is responsible for ensuring compliance of guests, employees, contractors, and agents, and that a violation of these terms may result in forfeit of Renter's security deposit and cancellation or termination of the event.

*Failure to abide by the above policies will prohibit future usage of the Continuum property.*

IN WITNESS WHEREOF, the parties have executed this agreement on this day and year indicated below.

_____ _____

DATE GREATER LAKE CITY ALLIANCE

d/b/a CONTINUUM

_____ _____

DATE RENTER

*WITNESS: _____

**If signer is not in the presence of Continuum staff when signing this document, a witness must be obtained to document the signing of this contract. In the absence of a witness signature, the contract is not valid.**

# Event Insurance Requirements for Continuum Facilities

The Renter, its employees, contractors, and agents must comply with all applicable alcoholic beverage laws. Any and all permits required by the State of South Carolina, Florence County, and the City of Lake City are the responsibility of the Renter.

Event insurance is required for every event, whether or not alcohol is served. The Renter must provide adequate Event Insurance and name Greater Lake City Alliance d/b/a the Continuum as an additional insured. Host liquor liability coverage is required if alcohol is served. See coverage limits below.

- If alcoholic beverages are to be sold (this includes a ticket price, cash bar, any exchange of money at any time between the Renter and his/her guests), the Renter is responsible for obtaining a temporary Alcohol permit to sell from the State of South Carolina. Event Insurance is also required according to terms listed above and below. A copy of the ABC permit must be displayed at said event.
- All alcoholic beverages must be served to Renter and guests. Bottles on tables and/or poured by guests is prohibited. No BYOB events shall occur on Continuum premises.

**Proof of coverage &/or License must be submitted to Continuum**

**no later than fourteen (14) days prior to the event date.**

**Required Limits of Coverage:**

**General Liability**

| | |
|---|---|
| **Each Occurrence** | **$1,000,000.00** |
| **Damage To Rented Premises (Ea. Occurrence)** | **50,000.00** |
| **Medical Expenses (Any one person)** | **1,000.00** |
| **Personal & Adv Injury** | **1,000,000.00** |
| **General Aggregate** | **2,000,000.00** |
| **Host Liquor Liability must be included & stated on Certificate of Insurance and on policy declarations page** | |

**Greater Lake City Alliance must be added to the Event Insurance policy as an additional insured using the information below.**

**Additional Insured Information:**

**Greater Lake City Alliance**

**107 N Acline St**

**Post Office Box 317**

**Lake City, South Carolina 29560**

**I, _____, (Renter) agree that s/he has read, understands, and will comply with the terms and conditions listed above. Renter acknowledges that s/he is responsible for ensuring compliance and that a violation of these terms may result in forfeit of Renter's security deposit, rental fee, and cancellation or termination of the event.**

## Renter's Contact Information:

**Event Date:** _____

**Name:** _____

**Address:** _____

**Email Address:** _____

**Phone Numbers:**

**Home:** _____

**Cell:** _____

**Work:** _____

***Please designate someone to be responsible for closing your event. This designee will perform a Post Event Inspection with our staff member. The inspection confirms compliance with contract terms, including clean-up, chairs stacked on racks, and all renter belongings and trash removed. Continuum staff handles putting away tables. The Post Event Inspection must be performed for the Renter to receive his/her security deposit refund.***

**Shut Down Designee:** _____

**Designee's Phone Number:** _____

CONTINUUM

**208 West Main Street**
**Lake City, South Carolina 29560**

## Available Hours and Rental Rates

The Continuum is closed for all federal holidays. A security deposit of **$250.00** is required on all rentals.

| Type of Event/Event Space | Rental Rate Without Amenities / With Amenities | Capacity | Total Cost |
|---|---|---|---|
| General Public and Private Events at the Continuum | $800.00 per day<br>Weekday: $400.00 per day<br>$100.00/hour holdover | 141 people | |
| Not for Profit Public and Private Events at the Continuum | $600.00 per day<br>Weekday: $300.00 per day<br>$50.00/hour holdover | 141 people | |
| Municipal Rate of the City of Lake City at the Continuum | $200.00 | 141 people | |
| Security Deposit | $250.00 | 141 people | $250.00 |

**Total** _____

*All organizations must attach a copy of the organization's IRS non-profit determination letter to the Rental Agreement as well as proof of registration with the South Carolina Secretary of State's Office. If the non-profit status Is pending for new or start-up organizations, the organization must provide proof of application and the CDO must approve the non-profit rate prior to rental. All determinations will be verified prior to event approval.*

*To obtain the Municipal rate, event must be a community related event and the request must be from the Mayor of Lake City or the City Administrator.*

*Renter must add the Greater Lake City Alliance as an additional insured entity to Renter's insurance policy and provide proof thereof. Failure to do so shall result in termination of event and forfeiture of security deposit.*

*Prices are subject to change.*

*Rental agreement effective as of 08/01/2022.*

Weekday specials apply Monday-Friday, 8:00 a.m.-5:00 p.m. Municipal rate: $200 (no weekday discount).
Classrooms and conference rooms: $50 per hour or $300 per day, Monday-Friday, subject to availability.