



VENUE RENTAL AGREEMENT TERMS AND CONDITIONS

<u>RATES</u>	<u>Monday thru Thursday</u>	<u>Friday</u>	<u>Saturday</u>	<u>Sunday</u>
	\$ 600 – day *	\$ 2,750	\$ 3,750	\$ 2,250
	\$1750 - evening			

*Evening rental cost includes use of the venue for a five (5) hour event ending by 11:00pm
Set-up may begin at 9:30am and break-down completed within two (2) hours
of the event end time*

The Cooper River Room venue consists of the visitor center building, adjacent covered patio and adjacent crescent lawn. The venue does not include any of the public park space including the grand lawn or the pier

**Monday–Thursday day rate includes the use of the venue from 9:00am–5:00pm for corporate meetings only and may be subject to additional fees – please inquire for further details*

*Rates are based on events for up to 150 guests
There will be an added fee of \$250 per each additional 50 guests with a **maximum of 300 guests***

Please note that Mount Pleasant Memorial Waterfront Park is a Town of Mount Pleasant Park and is open to the public year-round

Beverage Service:

While alcohol consumption is allowed at the facility, alcohol may not be served to minors or anyone appearing to be intoxicated. Charleston Area Convention and Visitor Bureau and the Town of Mount Pleasant require that a professional bar service with the necessary licenses and liability insurance be hired for each event. Upon signing this agreement, Client agrees to indemnify and hold harmless the Town of Mount Pleasant, the Charleston Area Convention & Visitors Bureau, the State of South Carolina and employees of each organization from any damages, costs or expenses, including reasonable attorney fees, which may arise as a result of consumption of alcoholic beverages by Client and/or any of Client’s licensees or invitees

Ceremony Rehearsal:

The Client is welcome to use the venue for a ceremony rehearsal practice one day prior to the wedding. However, ceremony practice times must be approved by Cooper River Room staff sensitive to any other events that may be occurring. Ceremony practice does not grant access to the Cooper River Room interior unless the room is unoccupied **and** previous permission has been given.

Children:

To ensure the safety of children attending events at the Cooper River Room, children must be attended to at all times and are expected to treat the venue and furnishings with respect. Children shall not be permitted to roam the facility and courtyards freely without adult supervision. While they are allowed to run and play in the grassy areas of the main courtyard, we ask that children refrain from running inside the venue.

Event Coordinator:

To ensure proper use and care of the venue, we require that the Client appoint a qualified Event Coordinator to oversee the event. The Event Coordinator will be responsible for maintaining the Client’s agenda. They will also serve in the capacity of decision-maker on behalf of the Client in dealing with all vendors, including but not limited to, caterers, bar service, florists, entertainment, rentals, and will collaborate with the Cooper River Room staff during the event.

If the event is a wedding, in order to appropriately manage the wedding, the Event Coordinator may not be someone who is in the wedding party or attending the wedding as a guest. We require that all of our Clients hire an Event Coordinator and notify the venue of this contact within 60 days of booking. Failure to hire an Event Coordinator shall result in cancellation of the reserved event date and a forfeiture of the \$750 security deposit.

At the final review meeting (“Final Review Meeting”), approximately two weeks prior to the event, the Client and the Event Coordinator must correspond or meet with venue staff to review agendas and details as well as establish a schedule for set-up and deliveries.

The Event Coordinator is required to stay for the duration of the event. At the conclusion of the event, the Cooper River Room venue staff and the Event Coordinator will conduct a final walk-thru of the facility to assess any possible damages or excessive clean-up that may have occurred during the event. The security deposit will be handled as addressed in the deposit and security deposit section of this Agreement. Please note that the Event Coordinator may not leave until the final walk-thru has been completed or the Client will not receive the returned security deposit.

Furniture:

Tables and chairs are available for Client use. The Event Coordinator is responsible for setting up and breaking down all tables and chairs used at the venue. The Cooper River Room tables and chairs can be used indoors or on any paved surface, however they may not be used on the lawn. Ceremony chairs for the lawn must be rented by the Client.

Hazardous Weather or Unforeseen Acts of God:

For the safety of all involved, should hazardous weather or an unforeseen act of god occur, the property owner/operator reserves the right to mandate taking shelter, stop alcoholic beverage dispensation, and require bands or musicians to switch to acoustic entertainment only, adjust volumes or terminate DJ's or recorded music until hazardous weather is deemed no longer a threat. Only in the event hazardous weather requires evacuation or a curfew is enacted in the geographical area that includes the Cooper River Room venue, Cooper River Room staff will work with the Event Coordinator to determine a new date for the event at no cost to the Client.

Assumption of Risk and Waiver of Liability Relating to Coronavirus/COVID-19:

Client acknowledges and voluntarily agrees to assume all risks associated with COVID-19 and accepts sole responsibility for any injury to Client or any of Client's licensees, invitees, or agents, including, but not limited to, personal injury, disability and death, illness, damage, loss, claim, liability, or expense, of any kind, that Client, Client's licensees, invitees, and agents may experience or incur in connection with Client's rental of the Cooper River Room. Client agrees to release, covenant not to sue, discharge, and hold harmless the Town of Mount Pleasant, the Charleston Area Convention & Visitors Bureau, the State of South Carolina and employees, agents, and representatives of each organization of and from any claims related to COVID-19, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. Client further agrees to indemnify and hold harmless the Town of Mount Pleasant, the Charleston Area Convention & Visitors Bureau, and the State of South Carolina and employees, agents, and representatives of each organization from any claim that may arise in anyway relating to COVID-19 and in connection with Client's rental of the Cooper River Room. Client understands and agrees that this release includes any claim based on the actions, omissions, or negligence of the Town of Mount Pleasant, the Charleston Area Convention & Visitors Bureau, and the State of South Carolina and employees, agents, and representatives of each organization, whether a COVID-19 infection occurs before, during, or after Client's rental of the Cooper River Room.

Client further understands and agrees that the continued presence of the COVID-19 disease does not constitute an Unforeseen Act of God as referenced herein. If the Town of Mount Pleasant, County of Charleston, State of South Carolina or United States Government enacts governmental action that effectively prohibits use of the Cooper River Room during Client's rental date, such as a mandatory stay-at-home order or prohibits groups of 10 or more persons ("Governmental Restrictions"), Cooper River Room staff will work with the Event Coordinator to determine an alternate date for the event at no cost to the Client. If Governmental Restrictions are enacted and an alternate date is not feasible for Client's event upon the determination of Client or Cooper

River Room staff, Client shall be entitled to a refund of amounts paid to CACVB in connection with Client's rental of the Cooper River Room.

Music:

While we allow bands, DJs and all other types of musical entertainment in the venue and on the grounds, all music must end at 11:00pm.

If amplified music is played outside, the decibel limit at a distance of 50 feet from the band/DJ must not exceed **75 decibels**.

Parking & Vendor Loading:

There is ample complimentary parking for all guests and vendors in the parking lot.

The vendor loading area is in back of the venue - all deliveries are to be brought in either through the kitchen or around back to the patio and crescent lawn. There are four (4) vendor parking spaces – these spaces should be assigned by the Event Coordinator.

Power:

The Event Coordinator must work with all vendors including, but not limited to, music, lighting, rentals, and catering, to determine overall power needs prior to Client's rental date of the Cooper River Room and make arrangements for a generator if necessary. Please refer to the Venue Diagram for available power and outlet locations.

Rental Deposit and Security Deposit:

A 50% rental deposit will be due upon your returning this signed and initialed Rental Agreement. The 50% rental deposit will secure your date and is **non-refundable and non-transferable** for any reason.

The 50% remaining balance of the rental fee is due no later than four (4) weeks prior to the event. The full payment for the venue is **non-refundable and non-transferable** for any reason.

An additional \$750 security deposit shall be paid by Client by separate check and shall be due at the Final Review Meeting or two (2) weeks prior to the event, whichever is earlier. The security deposit will be returned to the Event Coordinator following the final walk-thru at the end of the event. The Cooper River Room Manager on Duty will determine if there is any excessive clean-up or damage to the property as a result of your event and, if necessary, the security deposit will be applied towards any needed repairs.

Security & Venue Manager:

A Town of Mt. Pleasant off-duty police officer and a Venue Manager will be assigned to your group and is included in the rental fee. The Venue Manager is responsible for unlocking/locking the facility and maintaining the building and grounds during the setup process and throughout the event. They will work closely with the event planner to ensure proper use of the facility and offer guidance when necessary.

Tents and Rentals:

There are tent rigging points in the crescent lawn at the Cooper River Room that will accommodate the following sizes: 40x55, 40x70, and 40x85 (largest acceptable size). Any tents of differing sizes must use water barrels or weights to secure the tent. No staking directly into the lawn or tying to any park structure or building is permitted - no exceptions due to potential damage to the property including underground irrigation and electricity. Tents may be set up at any time on the day of the event and removed the following morning before 9:30am.

Jump castles may be placed on the Cooper River Room lawn – however, they must be attached to the existing tie down rigging points and/or used above ground ballasting. No staking directly into the lawn or tying to any park structure or building is permitted – no exceptions due to potential damage to the property including underground irrigation and electricity.

Vendors:

It is required that all pre-approved Event Coordinators, caterers and bar services vendors provide the appropriate license and insurance documentation prior to the Final Review Meeting. Unless prior approval is obtained, we ask that our Clients use only local vendors for: Event Coordinator, catering and rentals.

All vendors and service contractors are responsible for the clean-up and removal of their equipment, food, bar supplies and garbage within two (2) hours of the event conclusion.

Final Review Meeting

No Later than Two (2) Weeks Prior to Event

Attendees: Client, Event Coordinator, Venue Staff

- Event Coordinator to provide agenda, vendor list, timeline, floor plan diagram and Plan B (rain plan) for event.
- Establish a schedule for vendor set-up, deliveries and pick-ups. This includes caterer, bar service, rentals, florist, baker, photographer, entertainment, etc. Determine which four (4) vendor vehicles will be parked in the back vendor loading area during the event (all other vendors staying for the event must park in the main parking lot.)
- \$750 Security Deposit due. This is a separate check from the balance and will be returned to the Event Coordinator immediately following the final walk-thru at the end of the event. The Cooper River Room Manager on Duty will determine if there is any excessive clean-up or damage to the property as a result of your event and, if necessary, the security deposit will be applied towards any needed repairs.
- A time frame will be confirmed for the ceremony rehearsal, sensitive to any other events that may be occurring. However, ceremony practice times must be approved by the Cooper River Room Venue Manager *depending on availability*. If rehearsal is scheduled during a time when the venue is being set up for an event that evening, we ask that your wedding party be respectful of those clients and that you limit your rehearsal to the exterior of the building and wedding party only.

Client / Event Coordinator Information

- Venue capacity is 150 guests seated, 300 guests flow.
- Smoking inside the venue is prohibited (there are ash cans located in the courtyard.)
- Tables and chairs are available for Client use and included in the rental. Event Coordinator is responsible for setting up and breaking down all furniture used at the venue.
- Furniture included with rental:
 - (150) gold ballroom chairs
 - (19) 60" round tables
 - (3) 6' banquet tables
- It is the responsibility of the Client's Event Coordinator to determine power needs prior to Client's rental date of the Cooper River Room and make arrangements for a generator if necessary.
- Due to park rules, no sparklers, fireworks, wishing lanterns, or drones may be used on the property.
- ***All wedding send off-items must be environmentally friendly and pre-approved by the Cooper River Room Venue Manager.***
- While food trucks are permitted, please inquire for further details regarding placement.
- Please refrain from using loose glitter inside the venue.
- Candles must be enclosed in glass-shaded holders with heat protecting bases.
- Nails and staples are not allowed when placing decorations – please use zip ties or floral/fishing wire.
- Event Coordinator is responsible for providing their own ladders, supplies and set up equipment.
- ***All trash must be removed from the building and taken with the caterer (for your convenience a dumpster is located in the parking lot under the bridge.) Any trash left after the caterer departs is the responsibility of the Event Coordinator.***
- All clean-up, breakdown and rental pick-up must be completed within two (2) hours of the conclusion of the event (tents will be removed the following morning before 9:30am.)
- Any décor/personal/rental items left at the venue must be taken by the Event Coordinator at the end of the evening – no items may be left at the venue overnight.
- The Event Coordinator is required to coordinate set up, full day-of vendor management, timeline and break-down of the event. The Event Coordinator must stay until the conclusion of the event to survey the venue and grounds for damages and proper clean-up/break-down before leaving the property. Please note, if the Event Coordinator fails to check-out with the Cooper River Room staff, the Client will not receive the returned security deposit.

Event Coordinator Signature

Date

Client Name

Date of Event

Client Initial: _____ Date: _____ Event Coordinator Initial: _____ Page 7 of 11

Client / Caterer / Bar Information

- All caterers and bar service must provide a business license and insurance information to the Cooper River Room, and be pre-approved in order to work at the venue.
- Caterers & bar service must provide protective mats to place under all indoor active food stations and bars.
- If using deep fryers, they must be placed with protective mats on the vendor loading area.
- Caterers must provide their own trash bags (55 gallon) to be used during the event. *All trash must be removed from the building and taken with the caterer (for your convenience a dumpster located in the parking lot under the bridge.)*
- All rentals, plates and glassware are to be properly broken down and stored on rear vendor loading area for same night pick-up.
- Please remove any food and drink from the refrigerator, microwave and warming ovens and clean-up any spills (including inside appliances.)
- The custodial closet is conveniently located in the kitchen. Please sweep and spot mop the floors and wipe down the counters, sink and all equipment.
- The catering and bar service representative is required to survey the venue and grounds for proper clean-up before leaving the property. Please note, if catering representative fails to check-out with Cooper River Room staff, the Client will not receive the returned security deposit.

Caterer Signature

Catering Company

Date

Client Name

Date of Event

Client Initial: _____

Date: _____

Event Coordinator Initial: _____

Page 8 of 11



Rental Agreement

No part of this Rental Agreement (“Agreement”) or Terms and Conditions may be altered without written agreement by both Client and Charleston Area Convention & Visitors Bureau on behalf of the Cooper River Room, nor may it be transferred or sublet by the Client. Full payment must be received no later than four (4) weeks prior to the scheduled event. Failure to submit full payment will result in cancellation. If available, Client’s event date will be reserved upon receipt of this fully executed Agreement and Terms and Conditions and receipt of the non-refundable 50% deposit.

Client’s Name: _____

Address: _____

City, State & Zip: _____

Home/Work phone: _____ Cell phone: _____

E-mail: _____

Rental day & date: _____

Type of event: _____

Event start time: _____ end time: _____ Number of guests: _____

Event Coordinator: _____

Phone: _____ Email: _____

PAYMENT INFORMATION

Rental Fee: \$ _____

Over 150 guests Fee: \$ _____ (\$250 per every 50 guests over 150)

Total Fee: \$ _____

50% Deposit of Total Fee: \$ _____ (Due with signed contract)

Security Deposit: \$ 750 (Separate check due 2 weeks prior to event)

Client Initial: _____ Date: _____ Event Coordinator Initial: _____ Page 9 of 11



The individual, agent or entity signing this Agreement, and on behalf of all Event guests, Client's Event Coordinator, and any of Client's agents for services connected with Client's rental of the Cooper River Room, shall indemnify, defend and hold harmless, individually and jointly and severally, the State of South Carolina, the Town of Mount Pleasant and the Charleston Area Convention & Visitors Bureau, including all employees, officers, directors, attorneys, agents, affiliates, and assigns, for any loss, damage or injury to person or property arising out of the use, occupancy or possession of the Cooper River Room or any matter addressed in the Rental Agreement and Terms and Condition herein.

I, _____ hereby acknowledge that I have read and understand this Agreement and foregoing Terms and Conditions and I agree to the terms and conditions this _____ day of _____, 20_____.

General Provisions: This Agreement and Terms and Conditions, including any documents incorporated herein by reference, embodies the entire agreement of the parties and supersedes all prior negotiations, agreements and understandings relating to the subject matter hereof. The terms, conditions, obligations, and interpretations of this Agreement shall be governed by the law of the State of South Carolina. Each provision of this Agreement shall be interpreted in a manner as to be effective and valid under applicable law. If, however, any provision of this Agreement, or portion thereof, is prohibited by law or found invalid under any law, only such provision or portion thereof shall be ineffective, without in any manner invalidating or affecting the remaining provisions of this Agreement or valid portions of such provision. This Agreement may be executed in multiple parts, with the combination of such copies or parts having the same force and effect as if all parties executed the same copy. Additionally, this Agreement may be executed via facsimile or pdf, with such signatures having the same force and effect as if they were original signatures. Original signatures are not necessary for the full execution of this Agreement.

Client Signature: _____

Cooper River Room Representative: _____



Method of Payment

Please make checks payable to **CACVB**

mail to: **423 King Street, Charleston, SC 29403**, attn: Whitney Sutphin

-or-

scan and email to: Whitney@lowcountryparkvenues.com

-or-

fax to: **843.853.0444**

CHECK _____ CREDIT CARD _____ Amount \$ _____

Please indicate the type of card and provide the following information:

VISA / MC / AMEX / DISCOVER # _____

Exp _____ Security Code _____

Name on Card: _____

Statement Billing Address: _____

City: _____ State: _____ Zip: _____