



**VENUE RENTAL AGREEMENT TERMS AND CONDITIONS**

<b><u>RATES</u></b>	<b><u>Monday-Thursday</u></b>	<b><u>Friday</u></b>	<b><u>Saturday</u></b>	<b><u>Sunday</u></b>
	\$ 600	\$ 800	\$ 900	\$ 700

*Cost includes use of the venue for groups of up to 50 guests for a four-hour event ending by **10:00pm***

*The Sweetgrass Pavilion venue consists of the Pavilion, covered patios, tabby patio and adjacent lawn.*

*The venue does not include any of the public park space including the grand lawn or the pier*

**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 the client and any of the clients guests.

***Event Coordinator:***

To ensure proper use and care of the Sweetgrass Pavilion, we require that the Client designate a primary contact to be responsible during the event. The Event Coordinator will maintain the Client’s agenda and 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 services, florists, entertainment, and rentals, and will collaborate with the Sweetgrass Pavilion staff during the event.

Client Initial: \_\_\_\_\_

Upon checkout, the Event Coordinator is responsible for a walk-through of the property with venue staff. The two will 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 security deposit section of this contract.

***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 Sweetgrass Pavilion tables and chairs can be used indoors and on any outdoor area included in the rented space.

***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. In the event hazardous weather requires evacuation or a curfew is enacted in the geographical area that includes the Sweetgrass Pavilion venue, Sweetgrass Pavilion 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 Sweetgrass Pavilion. 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 Sweetgrass Pavilion. 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 Sweetgrass Pavilion.

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 Sweetgrass Pavilion during Client's rental date, such as a mandatory stay-at-home order or prohibits groups of 10 or more persons ("Governmental Restrictions"), Sweetgrass Pavilion 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 Sweetgrass Client Initial: \_\_\_\_\_

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

***Music:***

While we allow bands, DJs and all other types of musical entertainment on the grounds, all music must discontinue at 10:00pm.

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

***Rental Fee and Security Deposit:***

The full rental fee will be due upon your returning this fully executed Rental Agreement.

The rental fee will secure your date. In the case of cancellation prior to sixty (60) days before the event 50% of the rental fee will be returned.

An additional \$450 security deposit shall be paid by Client by a separate check and shall be due with the signed Agreement. The security deposit will be returned to the Event Coordinator immediately following the final walk-thru at the end of the event. The Sweetgrass Pavilion Manager on Duty will determine if there is any damage done 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.

***Tents and Rentals:***

There are permanent tent rigging points for two (2) 20x20 tents on the tabby patio. Tents may be set up at any time between 9am and 5pm on the day of the event and removed the following morning before 9:30am. All rental companies must check in with venue staff (located in the offices at the Cooper River Room) before setup begins. No staking directly into the lawn or tying to any buildings or structures is permitted - no exceptions due to potential damage to the property including underground irrigation and electricity.

Jump castles may be placed on the Sweetgrass Pavilion lawn or patio – however, they must be attached to the existing tie down rigging points and/or use 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

## ***Additional Information:***

### Event Coordinator Information:

- Event set up may begin two (2) hours prior to the start of the event.
- Furniture included with rental: (50) white folding chairs  
(8) 60” round tables
- Smoking inside the pavilion is prohibited (there are ash cans on the tabby patio.)
- Clients hosting an oyster roast must use an approved caterer.
- Due to park bylaws, No fireworks, sparklers or wishing lanterns, or drones may be used on the property.
- All wedding send off-items must be environmentally friendly and pre-approved by the Sweetgrass Pavilion Venue Manager.
- Candles must be enclosed in glass-shaded holders with heat protecting bases.
- Nails and staples are not allowed when placing decorations – please use tape, zip ties or floral/fishing wire.
- Event Coordinator is responsible for all set up and break down of tables and chairs. All clean-up, breakdown and rental pick-up must be completed within one (1) hour of the event conclusion.
- 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 located in the parking lot under the bridge.)***
- 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 Sweetgrass Pavilion Manager on Duty, the Client will not receive the returned security deposit.

### Catering Information:

- There are three fixed trash cans on the exterior of the Pavilion. Caterers must provide any additional trash cans and all trash bags to be used during the event. ***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.)***
- For oyster roasts – shells may not be left on park grounds – shells may be taken to the Oyster Shell Collection Station at the 6-Mile Facility open 24/7. 1355 Sweetgrass Basket Parkway, Mt Pleasant, SC 29464.
- All rentals, plates and glassware are to be properly broken down for same night pick-up.
- All clean-up, breakdown and rental pick-up must be completed within one (1) hour of the conclusion of the event.
- The catering representative is required to survey the venue and grounds for proper clean-up before leaving the property (to include spot sweep, spot mop and counter wipe down.)
- Please note if catering representative fails to check-out with venue staff, the Client will not receive the returned security deposit.

Client Initial: \_\_\_\_\_



## 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 Sweetgrass Pavilion, nor may it be transferred or sublet by the Client. If available, Client’s event date will be reserved upon receipt of this fully executed Agreement and Terms and Conditions and receipt of the venue rental fee.

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: \$ \_\_\_\_\_ (Due with signed contract)

Security Deposit: \$ 450 \_\_\_\_\_ (Separate check due with signed contract)

Client Initial: \_\_\_\_\_



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 Sweetgrass Pavilion 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 premises.

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: \_\_\_\_\_

Sweetgrass Pavilion Representative: \_\_\_\_\_

Client Initial: \_\_\_\_\_



## 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](mailto: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: \_\_\_\_\_

Client Initial: \_\_\_\_\_