



McFALLS LANDING RENTAL AGREEMENT

Contact Name: _____

Event Date: _____

Contact Address: _____

Phone: _____

email: _____

- Rental Fee & Time Frame:** The Renter agrees to pay rental fees in the amount of \$120 for a rental of five (5) hours and \$190 for a rental of eight (8) hours as well as any reimbursable expenses. **In consideration for these fees and expenses, Renter is granted the use of the McFalls Landing Event Center ("Facility") between _____ AM/PM and _____ AM/PM ONLY on the day of the event.**

Rental times INCLUDE PREPARATION AND CLEAN UP. Events lasting over five (5) hours or over eight (8) hours will be charged \$25 per hour for each additional hour in order for the Facility to recoup extra costs and/or overtime. **Keys to the facility should be picked up at the Historic Courthouse on the last business day prior to your event and returned on the first business day following your event. Possession of keys does not give you access to the facility before or after your rental time.**

- Noise Level:** Renter understands that the facility is located in a residential area. Noise that is in violation of the Anderson County Noise Ordinance (SEC 42-218) is not permitted. It is the sole responsibility of the Renter to control the sound level of the event, including, but not limited to, sound from music, audio systems, and guests. Failure to control the noise level and/or the use of profanity in music or by guests during the event may result in the closing of the event. Outside music is prohibited after 10:00 pm. Initial this line to confirm that you understand and agree to abide by the noise level policy _____

- Public Safety:** Renter agrees that at all times activities will be conducted with full regard to public safety, and will observe and abide by all applicable regulations and requests by duly authorized government agencies responsible for public safety. All portions of sidewalks and all access to public utilities of the Facility shall be kept unobstructed and shall not be used for any purpose other than ingress and egress. Swimming is not permitted. All activities at the Facility are to be conducted at the Renter's own risk.

- Security Requirement:** If alcoholic beverages are served at the Facility, Anderson County must have at least one (1) officer (scheduled by the County) on premises at an additional cost of \$35.00 per hour, per officer. A 4-hour minimum is required for this service. **Security is also required for any event with over 150 attendees or lasting later than 9 pm.** Renter is strictly prohibited from providing alcohol to anyone under the age of twenty-one (21). Initial this line if your event will last past 9 pm, you plan to serve alcohol or have more than 150 attending. _____

- Deposits & Payments:** A security deposit of \$100.00 must be paid by Renter at the time of signing this contract. This deposit is refundable to Renter at the time when the Facility has been inspected for damages and cleanliness and all other fees have been paid. **No dates will be held until deposit is submitted.**

- Settlement:** The total payment of the rental fee, security fee and reimbursable expense shall be made no later than thirty (30) days before scheduled event. If payment is not received, Anderson County reserves the right to rent the Facility to another party. **Your final payment is due by:** _____

Mail payment and deposits to Anderson County Parks Department, PO Box 8002, Anderson, SC 29622 (telephone 864-231-7275)

- Cancellation:** The full rental fee stated herein is payable and non-refundable as liquidated damages for any cancellation occurring within thirty (30) days of scheduled rental. Any cancellations made more than thirty (30) days prior to the event will receive a full refund of their deposit and any other fees already paid.

- Conditions:** Rental fees include setup as determined between Renter and Facility's Manager, normal lighting, and water as installed on the premises and necessary for the presentation of the event. Rental fees do not include the services of employees or equipment of Anderson County.

- Indemnity:** Renter agrees to release, indemnify and hold Anderson County, its council members, officers, employees, agents, attorneys, successors and assigns harmless from and against any and all losses, damages, actions, fines, penalties, damages, liability and expense, including attorney's fees and costs through litigation and all appeals, in connection with the loss of life, personal injury and damage to property, resulting from the negligence or intentional misconduct of Renter, its employees, agents, guests, licenses and invitees arising from or out of any occurrence in, upon, at or about the Facility.

- Disclaimer of Liability:** ANDERSON COUNTY HEREBY DISCLAIMS, AND RENTER HEREBY RELEASES ANDERSON COUNTY FROM, ANY AND ALL LIABILITY, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY AND NEGLIGENCE) FOR ANY LOSS, DAMAGE OR INJURY OF ANY NATURE WHATSOEVER SUSTAINED BY RENTER, ITS EMPLOYEES, AGENTS, GUESTS, LICENSEES OR INVITEES CAUSED BY RENTER, RENTER'S EMPLOYEES, AGENTS, LICENSEES, OR INVITEES DURING THE TERM OF THIS AGREEMENT. NOTWITHSTANDING

THE FOREGOING, ANDERSON COUNTY SHALL BE LIABLE FOR LOSSES, DAMAGES OR INJURIES CAUSED BY THE GROSS NEGLIGENCE OR INTENTIONAL ACTS OF ANDERSON COUNTY, OR ANDERSON COUNTY'S EMPLOYEES OR AGENTS. THE PARTIES DO, HOWEVER, HEREBY AGREE THAT UNDER NO CIRCUMSTANCES SHALL ANDERSON COUNTY BE LIABLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, WHETHER IN CONTRACT OR TORT.

11. **Compliance:** Renter agrees to comply with all laws, ordinances, rules and regulations adopted by federal, state, or local government agencies. No activities in violation of federal, state or local laws shall be permitted at the Facility and it shall be the responsibility of the Renter to enforce this provision. No lewd or indecent actions, conduct, language, pictures, or portrayals shall be included in the activities or events presented by Renter at the Facility and nothing presented, used, or sold shall be contrary to law or prohibited by ordinances of Anderson County. Renter agrees to be bound by the decision of the Facility Manager should any questions arise with regard to this paragraph.
12. **Damages to Premises:** Renter agrees that if the leased premises, or any portion thereof which the Facility is a part, or any furniture, fixtures, or equipment located at or in the Facility and made available for Renter's use shall be damaged during the terms of this lease by the act, default or negligence of the *Renter's agent, employees, patrons, guests or any person admitted to said premises by Renter*, Renter will pay to Anderson County such sum as shall be necessary to restore said premises to an undamaged condition. Renter will be billed for the damages. **Staples, tacks, threaded hooks, screws, nails, etc may not be used for decorations. Mild adhesive products may be used, however they must be fully removed at the end of your event. Glitter, confetti, and fireworks are not allowed on the premises.**
13. **Clean-up:** Tables, chairs, sink, refrigerator and counters should be wiped down. All debris should be swept and removed from floor and any spills should be mopped up. Renter must dispose of all trash and may use the dumpster located at the Facility. No trash is to be deposited in trash cans without a trash bag. Any signage, balloons, ribbons, etc placed in or around the building and at the roadside entrance must be completely removed. Vehicles may not be driven onto the grass for loading and unloading. **All personal and rental property must be removed from the premises at the end of your event. A cleaning fee will be deducted from deposit if necessary based on time required.**
14. **Smoking is not** allowed inside the facility. If there are smokers at your event, please ensure that butts are discarded of properly and are **not left on sidewalks, patio, parking lot, landscaping or grass.**
15. **License and Permits:** Renter agrees to acquire and pay for all required taxes, permits and licenses required for presentation of the herein stated event, including but not limited to ASCAP, BMI and SESAC licensing. Renter also agrees to notify its exhibitors, vendors, etc. that applicable sales tax must be filed.
16. **Civil Rights:** Renter agrees not to discriminate or cause discrimination against any person because of race, national origin, age or sex.
17. **Assignments and Subletting:** Renter may not assign this lease or sublet the whole or any part of the Facility without first obtaining written consent of Anderson County, but if Renter does so assign or sublet, Renter shall remain primarily liable and responsible under this lease.
18. **Effective Date:** This contract is effective upon receipt of the deposit check.

I hereby agree to the above terms and conditions.

<p>RENTER:</p> <p>_____</p> <p>ANDERSON COUNTY</p> <p>By: _____</p> <p>Its: _____</p> <p>Anderson County, South Carolina</p>	<p>Rental Fee: \$ _____ 5 hours (\$120)</p> <p>Rental Fee: \$ _____ 8 hours (\$190)</p> <p>Rental Fee: \$ _____ additional hours</p> <p>Security Fee: \$ _____ \$35 per hour</p> <p>Deposit: \$ _____ \$100</p> <p>Total: \$ _____</p> <p>Balance Due: \$ _____</p>
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<p>Office Use Only:</p> <p>Deposit Paid _____ Rental Paid _____ Security Paid _____ Facility Inspected _____ Deposit Refunded _____</p>
