

The Village House at Litchfield

State of South Carolina

County of Georgetown

### Facilities Rental Agreement

This Facilities Rental Agreement ("Agreement"), is entered into on \_\_\_\_\_, \_\_\_\_\_, by and between Seagrass Operations Inc. DBA The Village House at Litchfield of Ocean Highway, Pawleys Island, South Carolina 29585 ("Lessor") and \_\_\_\_\_, ("Lessee"). The parties hereto, intending to be legally bound, and in consideration of the mutual covenants hereinafter contained, agree as follows:

#### GRANT

Lessor, on the dates and times set forth herein, and subject to the terms and conditions of this Agreement, hereby grants the Lessee a license to use The Village House at Litchfield (Facility) for the \_\_\_\_\_ ("Event") to be held on \_\_\_\_\_.

#### DATE/TIMES OF PERMITTED USE

Access to the Facility for the Event will commence at \_\_\_\_\_ on the date of the Event and will end at \_\_\_\_\_. **Initials:** \_\_\_\_\_

The Lessor will hold Event Date for up to 5 business days, a time for you to finalize a decision. To secure your Event Date the Lessor requires Lessee to pay 50% of the Venue Fee and a signed contract.

#### VENUE FEE

Lessee shall pay to Lessor as a Venue Fee for the use by Lessee of Facility, the sum of \$ \_\_\_\_\_, plus all other charges to be paid by Lessee under this Agreement. Lessee shall deposit the sum of fifty percent (50%) of the Venue Fee \$ \_\_\_\_\_ with Lessor upon the execution of the Agreement.

**The balance of the Venue Fee shall be paid in full by Lessee 30 days prior to the event date.**

**A security deposit of \$500 is due 30 days prior to the event date and will not be deposited unless damage is done to the facility.**

#### RENTAL INFORMATION

The following is available with a \$500 set up fee:

98 Black Armed Chairs

210 Folding Black Chairs

15 Barstools

10 Cocktail Tables

25, 60-inch Round Tables

4, 8-foot Banquet Tables

4, 6-foot Banquet Tables

No open flames, fire pits, or torches are to be used on the property. No thumbtacks, nails, or tape may be affixed to any part of the property. Nonbiodegradable confetti, silk rose petals, or any biodegradable items are not allowed. Sparklers are allowed with two buckets of sand for proper disposal. **Initials:** \_\_\_\_\_

Due to local area noise ordinances, events are required to end music at 11 p.m. **Initials:** \_\_\_\_\_

#### CLEAN UP AFTER USE/REMOVAL OF ALL PERSONAL ITEMS

Lessee is responsible for any outside vendor's trash, cleanup or damage occurred. This includes DJ, band, florist, photographer, videographer or any other outside persons helping with the event. Cleanup must include removal of all rental equipment and personal items: chairs, tables, furniture, fixtures and flowers, etc. **Initials:** \_\_\_\_\_

#### INSURANCE

Lessee agrees that it shall, at its sole cost and expense, procure and maintain a policy of commercial general liability insurance in an amount not less than \$1,000,000.00 per occurrence, \$1,000,000.00 in the annual aggregate. Such insurance policies shall be carried with companies licensed to do business in the state, reasonably satisfactory to Lessor and shall be non-cancelable and not subject to material change except 30 days written notice to Lessor. Lessee shall deliver to Lessor duly executed certificates of insurance upon request. **Lessor shall not at any time be liable for damage or injury to persons or property in or upon the Facility. Lessee agrees to name The Village House at Litchfield as Additional Insured on such policies.** **Initials:** \_\_\_\_\_

#### INDEMNIFICATION

Lessee shall indemnify, defend and save harmless Lessor, its officers, agents and employees from and against any and all loss, cost (including attorneys' fees), damage, expense and liability (including statutory liability and liability under workers' compensation laws) in connection with claims, judgments, damages, penalties, fines, liabilities, losses, suits, administrative proceedings, arising out of any act or

neglect by Lessee, its agents, employees, contractors, Lessee, invitees, representatives, in, on or about the Facility. The indemnify shall survive the termination of this Agreement. Lessee hereby releases Lessor from any and all liability or responsibility to Lessee or anyone claiming through or under Lessee by way of subrogation or otherwise for any loss or damage to equipment or property of Lessee covered by any insurance than in force.

#### "AS-IS" CONDITION

Lessee shall accept the Facility in its "as-is" condition "with all faults". At completion of Event, Lessee agrees to return Facility at a minimum to its original "as-is" condition. **Initials:** \_\_\_\_\_

#### ASSIGNMENT AND SUBLICENSING

Lessee shall not assign any interest in this License Agreement or otherwise transfer or sublicense the Facility or any part thereof or permit the use of the Facility to any party other than Lessee.

#### TERMINATION

Lessor may terminate this Agreement based upon any one or more of the following events:

- A. Failure of Lessee to pay the Venue Fee or any other charges due hereunder when the same is due;
- B. Lessee fails to perform any of its covenants hereunder. In any of the aforementioned events, and in addition to any and all rights and remedies available to Lessor by law or in equity, Lessor may, with or without notice, forthwith terminate this Agreement and expel and remove Lessee, or any other person or persons in occupancy from the Facility, together with their goods and chattels, using such force as may be necessary in the judgement of Lessor or its agents in so doing, without evidence of notice or resort to legal process or becoming liable for any loss of damage which may be occasioned thereby, and repossess and enjoy said Facility, and in addition to any other remedy it may have, Lessor may recover from Lessee all damages it may incur by reason of such breach by Lessee.

#### INTERFERENCE

Lessee shall use the Facility in a manner which shall not cause interference with the use or occupancy of the other portions of the Facility by Lessor or others in any way. Lessee's use hereunder will be done in such a manner so as not to interfere with or imposed any additional expense upon Lessor in maintaining the Facility.

## RESTORATION

If any damage occurs to the Facility, or if any repairs or replacements need to be made to the Facility as a result of Lessee's exercise of its rights under this License, Lessee shall pay Lessor for any such damage, repairs, or replacements upon demand by Lessor. Thirty days prior to Event Date, Lessee will provide a check as Security Deposit to Lessor in the amount of \$500 for damages and clean up. At Event End the check will be returned to Lessee if no damages or cleanup is needed. **Initials:** \_\_\_\_\_

**Lessee is responsible for vendors who do any damage to property.**

## CANCELLATION

If for any reason Lessee cancels this Agreement, Lessee forfeits previously paid 50% Venue Fee Deposit. Lessee will be charged 100% of the Venue Fee and any expenses incurred in good faith by Lessor in preparation for Lessee's use of the Facility after 180 days from the Event Date.

In the event of acts of God, such as weather events that requires mandatory evacuation, government restrictions, wars, insurrections, pandemic or any other cause beyond the reasonable control of The Village House, where the Lessee is forced to cancel, Lessee will have the option of rescheduling the date within six months as availability allows. In the event that the property is damaged beyond repair and unusable, the Lessee would be eligible for a full refund. The Village House highly recommends Event Cancellation Insurance during the tropical storm/hurricane season ([www.wedsafe.com](http://www.wedsafe.com) is one of a few options for this).

Force Majeure. The Village House shall not be liable in damages for any delay or default in performing hereunder, if such delay or default is caused by conditions beyond its control including but not limited to acts of God, such as tropical storms or other weather event, government restrictions, wars, insurrections, pandemic and/or any other cause beyond the reasonable control of The Village House.

## ADDITIONAL CONDITIONS

The Village House is not responsible for any lost or stolen items of any vendor, client or attendee.

**Initial:** \_\_\_\_\_

Alcoholic beverages will not be permitted to be served to anyone under the legal drinking age. Anyone appearing to be under the legal drinking age, may be required to show proper identification, and should be communicated to all attendees prior to the event. Anyone appearing to be intoxicated will not be served alcoholic beverages. In accordance with South Carolina Alcoholic Beverage Control regulations, no alcoholic beverages shall be brought on or taken from the property by any guest of the event. As part of our commitment to responsible alcohol consumption 'shots' or 'shooters' are not permitted at events. The possession and/or use of any illegal drug will not be allowed on the premises. The Village House reserves the right to contact local authorities to deal with any illegal or non-contractual activities taking place on the property. **Initial** \_\_\_\_\_

All alcohol will be consumed inside the venue or courtyard area. All alcohol will be dispensed only by approved bartenders and only beverages approved by The Village House and served at the bar of the

venue. 'Shots' and "shooters' are not permitted on property. Any alcoholic beverages consumed from the inside, trunk, or any part of an automobile, brought into the venue by anyone other than the contracted Lessee shall be subject to an immediate cancellation and shutdown of the event.

**Initial:** \_\_\_\_\_

**GOVERNING LAW**

This agreement shall be governed by and construed in accordance with the laws of the State of South Carolina. Any legal actions, claims or demands shall be handled in a court of competent jurisdiction within the State of South Carolina.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**LESSOR**

The Village House at Litchfield

By: \_\_\_\_\_

Julia Nichols Maier

**LESSEE**

\_\_\_\_\_

By: \_\_\_\_\_

Payments can be made by Personal, Business or Certified Checks and Cash can be mail to The Village House at 13089 Ocean Highway, Building E, Pawleys Island, SC 29585. If you choose to use a credit card a convenience fee of 3% will be added to the total.