



This License Agreement made this ____ day of _____, 201_____, by and between the Town of Mount Pleasant, a municipal corporation, organized and existing under the laws of the State of South Carolina (hereinafter referred to as the "Town" or "Licensor") and the following individual(s), each to be individually and separately liable hereunder (hereinafter referred to as the "renting party" or "Licensee"):

WITNESSETH

WHEREAS, the Town owns and operates the facility known as Alhambra Hall located at 131 Middle Street in the Town of Mount Pleasant; and,

WHEREAS, Alhambra Hall is an excellent facility that is available for use by responsible individuals; and,

WHEREAS, the lawn and all grounds at Alhambra Hall are a public park and remain open to the public at all times regardless of rental on the building; and

WHEREAS, the Town is responsible for the maintenance and upkeep of said facility and as such, has the obligation to charge a sufficient amount for use of the same and ensure against damages to said property; and,

WHEREAS, the individual(s) named herein desire(s) to utilize Alhambra Hall and fully recognize(s) the terms stated herein and agree(s) to assume the responsibilities hereunder.

NOW, THEREFORE, The Town and the Licensee hereby agree to the following terms:

1. The Town agrees to grant a license to the Licensee for use of the facility, or a portion thereof as stated in Item # 8, known as Alhambra Hall. The Licensee must be at least **twenty one (21) years old** and is responsible for distributing all rental information and rules to group members, caterers, rental companies, and any other outside individuals involved with the rental.

2. A Deposit shall be required at the time of reservation. The total Rental Fee shall be paid no later than **thirty (30) days** prior to the rental date. All checks shall be made payable to the Town of Mount Pleasant. The deposit will be returned upon full compliance with the terms stated herein normally within ten (10) business days after the event. **However, if the license agreement is cancelled or terminated for any reason, the deposit will not be refunded.**

3. Mount Pleasant residents may be entitled to the discounted Mount Pleasant rate for the following: themselves or an *immediate* family member (limited to parent, spouse, child and sibling). A business, school, club, non-profit or organization located in Mount Pleasant may rent Alhambra Hall for the discounted Mount Pleasant rate. Businesses and other organizations are prohibited from renting Alhambra Hall on behalf of their own or another's personal event i.e. wedding, birthday party, reception, bar mitzvah, etc. Proof of residency and necessary verifications, shall be required at time of rental. Additional verification may be requested by the Town at any time prior to or after the rental period. Failure to provide verification or sufficient verification, as solely determined by the Town, may result in loss of the discounted Mount Pleasant rate. *It is the responsibility of the Mount Pleasant resident to execute this license agreement as Licensee and to sign in with the Town's representative at Alhambra Hall at the beginning of the event and provide identification/proof of residency for the record.* **Failure to follow the license agreement requirements, to include the required sign in process, shall result in forfeiture of the deposit.** The Licensee shall be responsible to the Town for the obligations hereunder, including but not limited to the license agreement amount and any and all damages.

4. *In consideration of the discounted rate applicable to Mount Pleasant residents, I hereby certify that the function for which I am renting Alhambra Hall meets the resident requirements: the event is being rented and conducted by me; that I will be present throughout the entirety of the function; and that I will be responsible for the conduct of the function, the attendees, and all caterers, rental companies and other third parties I retain or invite. I understand that if I make any false statements or representations on this license agreement or to Town staff or employees I may not be permitted to rent Alhambra Hall for future functions and I may be subject to the provisions contained in Item #26.* Initials of Licensee: _____

5. Noise must be kept at a minimum per Town ordinance 116.02 which states "any event involving loudspeakers or amplified music systems will not be allowed outside after 7:00 p.m. on Sunday through Thursday, and after 9:00 p.m. on Friday and Saturday." There must be full compliance with all Town ordinances, state laws, and all other applicable regulations.

6. The use of fireworks or fire producing devices is prohibited.

7. The inside fireplaces located upstairs and downstairs shall not be used and there must be full compliance with all fire codes and occupancy requirements. No more than **350** people are allowed for any one event at any one time. *If the fire alarm is pulled the renting party will forfeit the deposit.* Smoke machines to include smoke producing devices will activate

the fire alarm system. Smoking inside the venue is prohibited. Candles must be enclosed in glass-shaded holders. The use of smoke producing devices shall not be used inside Alhambra Hall or within proximity that their use shall activate the alarm system. *If the fire alarm is activated as a result of the usage of a smoke producing device the renting party will forfeit the deposit.*

8. The Rental Fee for the facility known as Alhambra Hall **Building/ Hall is:** \$ _____
(rental includes use of: entire Hall, Entrance Foyer, Restrooms catering kitchen, Downstairs Room and Porches)
9. Renters are able to utilize the public grounds at Alhambra Hall for their event and ceremony. The grounds are open to the public and any use of the grounds cannot prohibit the enjoyment of the grounds by the public. Renters do not have exclusive use of the grounds and should be aware the Town makes no guarantee of its availability or condition.
10. The Licensee shall be responsible for the following:
 - A. Off-Loading of equipment and supplies, food and beverages, service hardware, and miscellaneous;
 - B. Cleaning and maintaining Hall and downstairs room, equipment, supplies, and kitchen appliances as event progresses;
 - C. Cleaning service hardware between courses, and having service hardware collected and removed after event;
 - D. Removing all food and beverage supplies after event;
 - E. Cleaning all appliances after event;
 - F. Collecting, bagging, and sealing garbage;
 - G. Taking out garbage and placing the same in container and closing and sealing container;
 - H. Collection and removal of all rental equipment after event; and
 - I. Leaving the facility in a clean and presentable condition.

All of the above stated shall be completed within two (2) hours after the *completion of the event*. The Licensee shall be solely responsible for compliance with the provisions herein. *Failure to accomplish any of the above listed responsibilities may result in forfeiture of the deposit.*

11. Access to the Hall begins at 10:00 a.m. If necessary, all lights will be turned on fifteen (15) minutes after the stated times and the clean-up time frame will begin immediately. Evening rental cost includes use of the venue for an event lasting no more than six (6) hours and ending by 1 a.m. on Friday and 12 a.m. on every other day. Set up may begin at 10 a.m. and breakdown completed within (2) hours of the end of the event.

12. A limited number of tables and chairs may be provided by the Town and the Licensee is responsible for all set-up and decorations, if any. Tables and chairs needed in addition to those provided by the Town shall be the sole responsibility of the Licensee subject to the approval of the Town. **No Town tables or chairs are allowed outside.** Nothing shall be affixed to the walls or hung from the light fixtures. Furniture in the foyer is not to be moved or repositioned. Staples, tacks, nails or anything that punctures are not permitted (inside or outside). **Decorations and method of posting and securing the same must be approved in advance by Town staff.**

13. All cooking shall take place in the provided kitchen area unless otherwise approved by Town staff. No cooking with charcoal grills, large capacity gas type grills, or deep fryers shall be conducted inside of the Hall or on the porch areas. *Damages caused due to cooking in unapproved areas will result in forfeiture of the deposit.*

14. If applicable, any oyster shells must be removed by the renting party. *Failure to remove shells may result in forfeiture of the deposit.*

15. The type of party/event for the facility use is described as follows: _____
Falsifying the type of party/event will result in forfeiture of the deposit.

16. The dates of use are _____ and the number of people expected to attend is _____.

(Maximum Capacity: 350)

17. The Licensee may be required to hire a Mount Pleasant police officer as security for the scheduled event. Security requirements are within the sole discretion of the Town. If alcohol will be provided on the property you are required to hire a police officer(s). *Initials of Licensee:* _____

18. No vehicles are allowed on grounds (including cement walkways and planted beds). *The deposit will not be refunded if vehicles are found on grounds and damage is caused.* The Town is not responsible for vehicles parked on private property. Motorists shall not block private drives and shall not intrude onto the adjacent private properties.

19. **The Licensee assumes responsibility for any and all damages, and any necessary excessive clean-up.**

20. The Licensee is responsible for any and all court costs, collection fees, and reasonable attorney fees incurred by the Town a) to enforce the terms hereunder; b) to defend any claims brought by third parties resulting from Licensee's use of

the premises; and c) to defend any claims brought by Licensee against the Town where the Town substantially prevails in the action.

21. Upon completion of the facility use, the Licensee shall deliver the premises to the Town in as good condition as at the beginning of the rental except for ordinary wear and tear. *The Town reserves the right to withhold any and all funds from the deposit based on an assessment for repairs which includes cost of labor and materials. Legal action may be taken to cover any remaining amount due the Town for damages.*

22. No signs are permitted on the premises except for those approved in advance by Town staff.

23. **The Town is not responsible for any items left unattended.**

24. The Town shall have the sole right to the custody of all articles left on the premises by the renting party or persons attending the function held on the premises, if not claimed within ten (10) days after the rental date.

25. Any questions about any matter in this license agreement shall be brought to the attention of the Town in writing. Modifications to this license agreement, if any, shall only be made in writing by the Town.

26. The Town reserves the right to deny rental of the Hall for cause.

27. **If this license agreement is falsified in any form, the Town of Mount Pleasant will have the option to cancel the scheduled event and/or the renting party will be liable for any and all appropriate fees. If the scheduled event is cancelled, the deposit will not be refunded.**

28. The undersigned hereby agree to *indemnify and hold harmless* the Town of Mount Pleasant, its agencies, instrumentalities, officers, employees, representatives, agents and the like against all suits, actions, claims, demands or costs of any kind, including without limitation, attorney fees and costs, to which the Town, its agencies, instrumentalities, officers, employees, representatives, agents and the like may be subject by reason of damage or injury to the property or person of anyone, whomsoever they may be, arising out of or resulting from the use of the Alhambra Hall facility on the date indicated herein. **Furthermore, the undersigned hereby waive any and all claims against the Town which may hereafter be acquired against the Town arising out of the use of the Alhambra Hall facility.**

29. **If alcohol will be present the undersigned will hire a professional bar service with the necessary licenses and liability insurance OR secure outside liability insurance. The undersigned will list the Town of Mount Pleasant as additional insured. Failure to obtain liability insurance will result in the forfeiture of the deposit along with the cancellation of the undersigned's event. Proof of liability insurance is due 30 days before the event. The presence and/or use of any alcohol on the premises is subject to the law and all requirements thereof, and any injury or damage resulting therefrom, is the sole responsibility of the undersigned and any attendee during the time of the rented use of the Alhambra Hall facility: the Town of Mount Pleasant disclaims any involvement or responsibility in this regard.**

Initials of Licensee: _____

30. Failure to follow the license agreement requirements and to accomplish acknowledged responsibilities will result in forfeiture of the deposit.

Initials of Licensee: _____

Licensee Signature/Date

Print Name

Address

City/State/Zip Code

Telephone Number (H) _____
(W) _____
(C) _____

Email Address

Event Planner/Email (if applicable)

SS # (last four digits)

Identification Information

Representative for Town of Mount Pleasant

Reservation & Damage Deposit (Amount and Date Paid)

Rental Fee (Amount and Due Date)

**Off-Duty Police Officer Coordinator: Nan Greer
843-884-4176**

Personal Use _____ Business Use _____

SAMPLE