

TECHNICAL COLLEGE OF THE LOWCOUNTRY

FACILITY RENTAL AGREEMENT TERMS AND CONDITIONS

The Technical College of the Lowcountry (the "College") agrees to provide the Facilities set forth above to you ("Renter") at the charges and on the terms and conditions ("Agreement") as listed herein. To the extent possible, the College will honor room assignments. However, given the increasing demands for limited space, the College reserves the right at any time to assign comparable space elsewhere on the requested campus. The Facilities will be available for use for the date and time stated above.

After use, the Facilities must be cleared of all decorations, trash, personal belongings and equipment within 30 minutes of the end of the contracted time frame unless otherwise arranged in writing with the College. If the Facilities are not cleared of all such items, an additional custodial fee may be charged. A pro-rated fee based on the room rental rate for the contracted timeframe may be assessed for each additional 15 minutes after this 30-minute time period. All events shall end no later than 10:00 pm. Charges may increase if the number or size of rooms, services, or attendees are added. Charges may be reduced if requests for decreases in the number or size of rooms or services are received in advance.

The College prohibits the use of its facilities for any purpose other than that set forth in this Agreement without the written consent of the College. By signing this Agreement, Renter agrees to conform to and comply with all applicable College policies and procedures, and municipal, state, and federal laws in using College facilities. Renter further agrees not to use or allow use of College facilities in any manner that violates any applicable College policy or procedure, municipal, state, or federal law. Renter may not assign or transfer this Agreement or sublet all or any portion of the Facilities to a third party.

RENTAL TIME

Rental time includes any time needed to set up before and breakdown after the event. Additional rental time must be arranged for in advance and may result in additional charges. All events must conclude by 10:00pm. Please refer to page one of your contract to determine your rental times and dates.

RENTAL FEES & DEPOSITS

A rental fee will be charged for the recovery of the college's operating costs. Any external user of college buildings and facilities will be charged a fee unless a reduced rate or waiver is negotiated by the Office of Institutional Advancement and External Relations. A deposit of 30% of the total fee or \$500, whichever is less, must be submitted with the signed agreement within 15 days of receiving the contract. If both the deposit and contract are not received by the deadline, the College reserves the right to cancel the reservation.

Renters will be financially responsible for all damage to property or injury to persons arising out of the use permitted. The college reserves the right to charge fees for additional security and or custodial personnel based on the nature or size of an event.

PAYMENT

The contract balance must be paid in full to the Technical College of the Lowcountry no later than 15 days before the scheduled event date. Payments must be made with a business check, personal check, certified check or bank cashier's check made payable to Technical College of the Lowcountry. Check payments should be mailed to the attention of TCL Events at PO Box 1288, Beaufort, SC 29901. Credit card payments are not accepted for External Facility Rentals.

CANCELLATION & REFUND

Reservations canceled more than fifteen (15) days prior to the event date will forfeit the deposit but may be refunded for any payment made towards the balance. Reservations canceled within fifteen (15) days of the event date will forfeit the deposit and rental fee. In the event that the College must close due to conditions beyond its control, and the event is canceled by the College, fees paid in advance will be refunded or the event will be rescheduled for a later date. To the extent possible, the College will honor room assignments. However, given the increasing demands for limited space, the College reserves the right at any time to assign comparable space elsewhere on the requested campus.

EVENT COORDINATION

The College does not provide event coordination or additional facility support services, including coordination with outside vendors. Renters must be present to accept shipments or deliveries related to events, including but not limited to catering or event rentals. Facility support is not provided, including event setup and breakdown.

ALCOHOL AND FOOD SERVICES

Alcohol is strictly prohibited on all College campuses for external events. The College does not provide catering or food services on any campuses. Food is allowed in certain facility rentals with prior written approval provided at the time of initial request.

AUDIO VISUAL SUPPORT

Audio Visual Support may be provided with written consent at the time of the initial Facility Rental Request and is subject to availability. College equipment and personnel are limited and operation of AV equipment is the responsibility of the renter. Final audio-visual requirements are required no later than seven (7) days prior to the event. AV Support will not be provided to After Hours Events.

CODES OF CONDUCT & OTHER REQUIREMENTS

1. No food or drinks are allowed in rented meeting spaces without prior written consent. Alcohol is strictly prohibited from external events in any place on campus without exception.
2. Smoking is strictly prohibited on College property and grounds.
3. The use of illegal drugs is strictly prohibited in any place on campus.
4. The renter is responsible for the conduct of all attendees.
5. All attendees are expected to stay out of all unauthorized areas and refrain from using unauthorized equipment. Authorized areas include only public restrooms and contracted spaces. Authorized equipment includes only equipment the renter has specifically received written permission to use.
6. Renters may rearrange movable items such as tables and chairs within the assigned area as needed. The area must be returned to its original condition at the conclusion of the event and within 30 minutes of the event conclusion. Items outside the assigned rental area may not be moved.
7. To avoid damage to college facilities, no items are to be taped, stapled, drilled, or otherwise affixed to any surface in the buildings or facilities without prior written consent of the college.
8. The renter is responsible for ensuring that all trash is placed in designated receptacles and that all decorations and any other items associated with the event are removed within the designated rental period. Renters will not be allowed to return at a later time to gather materials.
9. Animals are prohibited in designated rental spaces. Service animals for the blind or visually impaired and the hearing impaired are exempt from this prohibition.
10. The college prohibits the possession or use of unsafe items and materials that create conditions on campus that may be potentially dangerous to life and property or that may be disruptive to the essential operations of the college. This includes, but is not limited to, firearms, explosive devices, hazardous chemicals, improper mechanical equipment, etc.
11. No publicity or media announcements will connect Technical College of the Lowcountry as a sponsor or partner in the event without the expressed written approval of the college.
12. No solicitation shall be permitted on campus without the expressed written approval of the college.
13. College parking is limited and is subject to all parking regulations. An approved Facility Rental Agreement does not convey special parking considerations and does not guarantee that a specific number of parking spaces will be available.

LIABILITY

The cost of facility repairs and/or equipment replacement will be assessed by the facility renter if college facilities or equipment are damaged during a scheduled event. The college will not be responsible for any personal property left on campus.

DISCLAIMERS

1. The use of college property is a privilege and not a right. The college reserves the right to deny a request, reassign, or cancel any space. The refusal of a request, a reassignment, or a cancellation may be based upon a lack of available or suitable space; lack of substantial contribution of the proposed activity to the mission and purposes of the college; previous misuse of property and facilities by the renter; previous failure to abide by the terms and conditions of the agreement; or, it is determined that the event could be disruptive, hazardous to persons or college property, unlawful or any other breach of peaceful circumstances.
2. The college reserves the right to amend, revise, or adjust the policy or procedures at any time.
3. Force majeure: The performance of this contract is subject to any circumstances making it illegal or impossible to provide or use college facilities, including Acts of God, fire, earthquake, flood, war, terrorist attack, government regulations, disaster, epidemics, strikes, or other labor dispute, or civil disorder.
4. Renting organizations will be responsible for providing any ADA accommodations beyond what the college provides.

INDEMNIFICATION

Renter agrees to waive all claims against and to assume, defend, indemnify, protect, and hold harmless the college, and all of the officers, directors, servants, agents, representatives, managers, personnel, employees, students, and volunteers against any and all costs, claims, demands, damages, losses, actions, judgments, or causes of action including court costs and attorney's fees, of whatsoever kind, arising or resulting, directly or indirectly, from any act, incident, accident, or claim occurring in, upon, or about the college, or otherwise arising out of the event or the use of college.

Renter shall further indemnify and hold harmless the college, and all of the officers, directors, servants, agents, representatives, managers, personnel, employees, students, and volunteers from all loss or expense arising from any liability or claim of liability for injuries or damages to persons or property sustained or claimed to have been sustained by anyone by reason of the use of college for the event, whether such use was authorized or not or consequent upon or arising from Renter's failure to comply with any laws, statutes, ordinances, codes, rules, or regulations, including in connection with such liability caused by, or arising out of death or injury to any person or damage to property, or occurring due to defamation, copyright infringement, or otherwise.

ATTACHMENT A: Rental Information Questionnaire