

VENUE RENTAL AGREEMENT TERMS AND CONDITIONS

<u>RATES</u>	<u>Monday thru Thursday</u>	<u>Friday</u>	<u>Saturday</u>	<u>Sunday</u>	
	\$3,500	\$ 5,000	\$ 6,000	\$ 4,000	

Evening rental cost includes use of the venue for a five (5) hour event ending by 9:00pm Set-up may begin at 9:30am and break-down completed within two (2) hours of the event end time

Events rental consists of the use of the first floor of the Parsonage and Parsonage grounds and includes the church kitchen. The second level may be utilized as dressing areas. Shower facilities on the second level may not be used. Dress racks and closets are provided in the bridal suites. Please do not hang dresses from the chandeliers under any circumstances (including photo opportunities.)

*Monday–Thursday day rate includes the use of the venue from 9:00am–5:00pm for corporate meetings inside the home only and may be subject to additional fees – please inquire for further details

Events are limited to 80 guests maximum

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 St. Johannes church require that a <u>professional bar service with the necessary licenses and liability</u> insurance be hired for each event. Upon signing this agreement, Client agrees to indemnify and hold harmless St. Johannes Church, the Charleston Area Convention & Visitors Bureau, the State of South Carolina and employees of each organization from any damages, costs or expenses,

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including reasonable attorney fees, which may arise as a result of consumption of alcoholic beverages by Client and/or any of Client's licensees or invitees

Ceremony Rehearsal:

The Client is welcome to use the venue for a ceremony rehearsal practice one day prior to the wedding. However, ceremony practice times must be approved by Parsonage at St. Johannes staff sensitive to any other events that may be occurring. Ceremony practice does not grant access to the Parsonage at St. Johannes interior unless the house is unoccupied **and** previous permission has been given. We ask that your wedding party be respectful of those clients and that you limit your rehearsal to 30 minutes and wedding party only. Ceremonies being held in the church facilities must be arranged through your contact at St. Johannes Church.

Children:

To ensure the safety of children attending events at the Parsonage at St. Johannes, children must be attended to at all times and are expected to treat the venue and furnishings with respect. Children shall not be permitted to roam the facility and courtyards freely without adult supervision. We ask that children refrain from running inside the venue.

Event Coordinator:

To ensure proper use and care of the venue, we <u>require</u> that the Client appoint a qualified Event Coordinator to oversee the event. The Event Coordinator will be responsible for maintaining the Client's agenda. They 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 service, florists, entertainment, rentals, and will collaborate with the Parsonage at St. Johanes staff during the event.

If the event is a wedding, in order to appropriately manage the wedding, the Event Coordinator may not be someone who is in the wedding party or attending the wedding as a guest. We require that all of our Clients hire an Event Coordinator and notify the venue of this contact within 60 days of booking. Failure to hire an Event Coordinator shall result in cancellation of the reserved event date and a forfeiture of the \$1000 security deposit.

At the final review meeting ("Final Review Meeting"), approximately two weeks prior to the event, the Client and the Event Coordinator must correspond or meet with venue staff to review agendas and details as well as establish a schedule for set-up and deliveries.

The Event Coordinator is required to stay for the duration of the event. At the conclusion of the event, the Parsonage at St. Johannes venue staff and the Event Coordinator will conduct a final walk-thru of the facility to 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 deposit and security deposit section of this Agreement. Please note that the Event Coordinator may not leave

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until the final walk-thru has been completed or the Client will not receive the returned security deposit.

Furniture:

The St. Johannes Parsonage is an historic home and most of the furnishings are antiques or period reproductions. We require clients and guests to use the facilities in a respectful manner. Protective glass covers have been placed on furnishings to prevent damage during events. While these provide protection against day-to-day usage, they are not meant to be used as hot food or drink stations. Please consider this when deciding where food will be displayed and served.

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, until hazardous weather is deemed no longer a threat. Only in the event hazardous weather requires evacuation or a curfew is enacted in the geographical area that includes the Parsonage at St. Johannes venue, Parsonage at St. Johannes 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 Parsonage at St Johannes. Client agrees to release, covenant not to sue, discharge, and hold harmless the St. Johannes Church, 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 St Johannes Church, 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 Parsonage at St. Johannes. Client understands and agrees that this release includes any claim based on the actions, omissions, or negligence of St. Johannes Church, 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 Parsonage at St. Johannes.

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 City of Charleston, County of Charleston, State of South Carolina or United States Government enacts governmental action that effectively prohibits use of the Parsonage at St. Johannes during Client's rental date, such as a mandatory stay-at-home order or prohibits groups of 10 or more persons ("Governmental

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Restrictions"), Parsonage at St. Johannes 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 Parsonage at St. Johannes staff, Client shall be entitled to a refund of amounts paid to CACVB in connection with Client's rental of the Parsonage at St. Johannes.

Music:

While we allow small bands in the venue and on the grounds there can be no amplified music or DJs at our events. All music must end at 9:00pm.

Parking & Vendor Loading:

St. Johannes Church owns a small parking lot with eight parking spots at the corner of Hasell and Anson Streets that's primary use is for church functions. The lot *may* be available for Client, guest and vendor parking during events only if coordinated through the Parsonage Manager. In no event should Client, Client's guests or Client's vendors park in the St. Johannes parking lot without prior written authorization from the Parsonage Manager. In the event such parking can be arranged, the Client, Client's guests and Client's vendors will be issued a parking pass that must be displayed in the front window of the vehicle utilizing the parking. Client acknowledges and understands that if Client, Client's guests or Client's vendors park in the St. Johannes parking lot without a visible parking pass properly displayed the vehicle may be towed at the sole expense of Client.

A map of the area available parking lots and garages has been provided to Client. Client acknowledges and understands that the Ansonborough neighborhood allows for one hour temporary parking on the street and client will be respectful to the neighborhood and comply with these regulations and will be solely responsible for any parking ticket citations administered to client or client's guests.

Rental Deposit and Security Deposit:

A 50% rental deposit will be due upon your returning this signed and initialed Rental Agreement. The 50% rental deposit will secure your date and is *non-refundable and non-transferable* for any reason.

The 50% remaining balance of the rental fee is due no later than four (4) weeks prior to the event. The full payment for the venue is *non-refundable* and *non-transferable* for any reason.

An additional \$1000 security deposit shall be paid by Client by <u>separate check</u> and shall be due at the Final Review Meeting or two (2) weeks prior to the event, whichever is earlier. The security deposit will be returned to the <u>Event Coordinator</u> following the final walk-thru at the end of the event. The Parsonage at St. Johannes Manager on Duty will determine if there is any excessive clean-up or damage to the property as a result of your event and, if necessary, the security deposit will be applied towards any needed repairs.

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Security & Venue Manager:

A security officer and a Venue Manager will be assigned to your group and is included in the rental fee. The Venue Manager is responsible for unlocking/locking the facility and maintaining the building and grounds during the setup process and throughout the event. They will work closely with the event planner to ensure proper use of the facility and offer guidance when necessary.

Rentals:

All rentals may be delivered the day of your event and must be removed within two hours of the end of your event.

Vendors:

It is required that all pre-approved Event Coordinators, caterers and bar services vendors provide the appropriate license and insurance documentation <u>prior</u> to the Final Review Meeting. Unless prior approval is obtained, we ask that our Clients use only local vendors for: <u>Event Coordinator</u>, <u>catering</u> and <u>rentals</u>.

All vendors and service contractors are responsible for the clean-up and removal of their equipment, food, bar supplies and garbage within two (2) hours of the event conclusion.

Final Review Meeting

<u>No Later than Two (2) Weeks Prior to Event</u>

Attendees: Client, Event Coordinator, Venue Staff

- Event Coordinator to provide <u>agenda</u>, <u>vendor list</u>, <u>timeline</u>, <u>floor plan diagram</u> and <u>Plan</u> <u>B</u> (rain plan) for event.
- Establish a schedule for vendor set-up, deliveries and pick-ups. This includes caterer, bar service, rentals, florist, baker, photographer, entertainment, etc. Determine which vendors, if any, will be parked in the parking lot.
- \$1000. Security Deposit due. This is a separate check from the balance and will be returned to the <u>Event Coordinator</u> immediately following the final walk-thru at the end of the event. The Parsonage at St. Johannes Manager on Duty will determine if there is any excessive clean-up or damage to the property as a result of your event and, if necessary, the security deposit will be applied towards any needed repairs.
- If necessary, a time frame will be confirmed for the ceremony rehearsal, sensitive to any other events that may be occurring. However, ceremony practice times must be approved by the Parsonage at St. Johannes Venue Manager *depending on availability*. If rehearsal is scheduled during a time when the venue is being set up for an event that evening, we ask that your wedding party be respectful of those clients and that you limit your rehearsal to 30 minutes and wedding party only.

Client / Event Coordinator Information

- Venue capacity is 80 guests.
- Smoking in or anywhere on venue property is strictly prohibited.
- Shower facilities on the second level may not be used. Dress racks are provided in the bridal suites. Please do not hang dresses from the chandeliers under any circumstances (including photo opportunities.)
- Keep in mind that some of the bridal suites are open during your event. It is up to individual clients to safely store personal belongings.
- Please determine ahead of time who will be responsible (either the client or Planner) for cleaning up the bridal suites at the conclusion of the event.
- No candles, sparklers, fireworks, wishing lanterns, or drones may be used on the property.
- All wedding send off-items must be environmentally friendly and <u>pre-approved</u> by the Parsonage at St. Johannes Venue Manager. Rose petals are strictly prohibited.
- Please refrain from using loose glitter inside the venue.
- Candles are strictly prohibited.
- Nails and staples are not allowed when placing decorations please use zip ties or floral/fishing wire.
- Event Coordinator is responsible for providing their own ladders, supplies and set up equipment.
- <u>All</u> trash must be removed from the building and taken with the caterer. Any trash left after the caterer departs is the responsibility of the Event Coordinator.
- All clean-up, breakdown and rental pick-up must be completed within two (2) hours of the conclusion of the event.
- Any décor/personal/rental items left at the venue must be taken by the Event Coordinator at the end of the evening no items may be left at the venue overnight.
- The Event Coordinator is required to coordinate set up, full day-of vendor management, timeline and break-down of the event. 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 Parsonage at St. Johannes staff, the Client will not receive the returned security deposit.

Event Coordinator Signature	

Date

Client Name

Date of Event

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Client / Caterer / Bar Information

- All caterers and bar service must provide a business license and insurance information to the Parsonage at St. Johannes, and be <u>pre-approved</u> in order to work at the venue.
- It is up to the caterer and the Wedding Planner to determine power needs ahead of time and make arrangements for a generator if necessary.
- Caterers & bar service must provide protective mats to place under all active food stations and bars located <u>inside the venue or on the first floor piazza</u>.
- <u>Caterers must provide their own cans and trash bags</u> to be used during the event. <u>All</u> trash must be removed from the building and taken with the caterer.
- All rentals, plates and glassware are to be properly broken down and stored outside the load in area for same night pick-up.
- Please remove any food and drink from the refrigerator, microwave and ovens and clean-up any spills (including inside appliances.)
- The caterer is responsible for wiping counters, sweeping and mopping the floor and any clean up related to the event. Caterers must bring their own cleaning supplies.
- The catering and bar service representative is required to survey the venue and grounds for proper clean-up before leaving the property. Please note, if catering representative fails to check-out with Parsonage at St. Johannes staff, the Client will not receive the returned security deposit.

Caterer Signature	Catering Company	Date
Client Name		Date of Event

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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 the Parsonage at St. Johannes, nor may it be transferred or sublet by the Client. Full payment must be received no later than four (4) weeks prior to the scheduled event. Failure to submit full payment will result in cancellation. If available, Client's event date will be reserved upon receipt of this fully executed Agreement and Terms and Conditions and receipt of the non-refundable 50% deposit.

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: \$ 50% Deposit of Total Fee: \$ (Due with signed contract) Security Deposit: \$ 750 (Separate check due 2 weeks prior to event) Client Initial: Date: _____ Event Coordinator Initial: _____ Page 9 of 11

IN CHARLESTON

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 Parsonage at St. Johannes, shall indemnify, defend and hold harmless, individually and jointly and severally, the State of South Carolina, St. Johannes Church 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 Parsonage at St. Johannes or any matter addressed in the Rental Agreement and Terms and Condition herein.

I,					hereby ack	nowle	dge that	I hav	e read	and
understand th	is Agreement	and foregoing	g Terms	and	Conditions	and I	agree to	the	terms	and
conditions this	5	_ day of					, 4	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.

Parsonage at St. Johannes Representative:	Client Signature:	
Parsonage at St. Johannes Representative:		
	Parsonage at St. Johannes Representative:	

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 Event Coordinator Initial:
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Method of Payment

Please make checks payable to CACVB

mail to: 375 Meeting Street, Charleston, SC 29403, attn: Whitney Sutphin

-or-

scan and email to: <u>Whitney@lowcountryparkvenues.com</u>

-or-

fax to: 843.853.0444

CHECK	CREDIT CARD Please indicate the type of card and provide the following information:	Amount \$
VISA / MC / AMEX /	DISCOVER #	
	Exp	Security Code
Name on Card:		
Statement Billing Add	dress:	
City:	State:	Zip:

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