

DANIEL ISLAND COMMUNITY ASSOCIATION, INC.

THE PIERCE PARK PAVILION

Address: 1801 Pierce Street

RENTAL CONTRACT

Date of Application: _____

Printed Name of Applicant:

Event Day & Date:

Daniel Island Property Home Address:

Event Type (Picnic, Wedding, Birthday, etc.):

_____ Oyster
Roast

E-mail address:

Rental Fee:

_____ DICA
 NON-DICA

Contact Number:

Form of Payment:

_____ Paid

Number of Guests: _____ Event Time: _____ to _____ Doors Open: _____ Close: _____

This Rental Agreement for the Pierce Park Pavilion, located in the Pierce Park neighborhood of Daniel Island, in Berkeley County in the City of Charleston, SC, is entered by and between the Daniel Island Community Association, Inc. (DICA) and _____ (Applicant/Renter) as of the date indicated above. In consideration of the mutual promises and benefits contained herein, the parties agree as follows:

1. Applicant must be a residential property owner/renter in good standing. Guests must be accompanied by Applicant.
2. Subject to the terms and provisions set forth herein, DICA grants to Applicant the right, revocable and terminable as hereinafter provided, to enter the Premises for the purpose of the above named event.

3. Applicant understands and agrees that Applicant's use of the Premises under this Rental Agreement does not and shall not create any rights of third parties nor constitute a claim by any party of an interest or estate of any kind or extent whatsoever in the Premises.

4. Applicant and those attending the above-described event at the Premises are subject to compliance with (i) the Declaration of Covenants, Conditions and Restrictions for DICA; (ii) the Rules and Regulations attached hereto and incorporated herein by reference (as the same may be amended from time to time), and such other rules and regulations for the Pierce Park Pavilion facility adopted and/or promulgated from time to time by DICA; (iii) all DICA policies and procedures; (iv) all applicable governmental laws and ordinances. _____ (please initial)

5. This Agreement is valid only for the date and time of the event indicated above. Renter may rent extended set up and break down time in which case the renter will be charged for the additional time.

6. This rental **DOES NOT** grant use of the adjoining areas (including Pierce Park Pool). The Pierce Park Pool is not included in this rental. Other DICA Residential Property Owners/Renters and their guests may use the Pierce Park Pool and parking facilities, and may not be restricted from such areas during this Pavilion event. All DICA property owners who rent the Pavilion and their guests will forfeit their rights to utilize the Pierce Park Pool during the time of the Pavilion rental. If renters or guests utilize the pool during the date and time of their rental, renters will be charged a \$150 fee. _____ (please initial)

7. Applicant shall bring in signed contract as well as pay full rental fee at time of booking for the application to be considered complete. No rental will be added to the calendar until all required materials are complete. (Rental fees on page #5)

8. Applicant will be responsible for removing all signs, balloons, etc. from roadways. All personal and rental items must be removed from the Pavilion. Applicant understands and agrees that all costs for any damages incurred, including damage to grass, turf, and/or landscaping, will be charged as an incidental to the credit card on file (which may be drawn upon by DICA for any costs or damages incurred), or billed to Applicants property.

9. Applicant is responsible for providing any materials necessary for this event, i.e., chairs, tables, food, beverages, paper products, generator, etc.

10. The Applicant and Applicant's guests and invitees shall use the Premises entirely at their own risk, and Applicant shall, at his/her/their own cost, save, defend, indemnify, and hold DICA and its employees or agents harmless from and against all injury, loss, claims, judgments, causes of action or damages (including reasonable attorney's fees, expenses, and disbursements) to any person or property resulting from, arising out of, or in any way connected with the occupation or use of the Premises by Applicant or guests or invitees of Applicant.

11. In the event of inclement weather on the date of the function, the event may be rescheduled by the Applicant subject to availability of the Premises. If applicant chooses not to reschedule their event, they forfeit their rental fee in its entirety.

12. Event cancellations shall be made in writing at least 2 weeks prior to the event for a 50% refund. No rental fees will be refunded if cancellation is made less than 2 weeks prior to the event.

13. Applicant understands that no alteration or attachments shall be made either by Applicant or Applicant's guests or invitees in any form (such as with nails or screws) on the building or structures at the Premises.

Rules and Regulations

To ensure the safety and enjoyment of the Facilities by users, the following Rules and Regulations for the operation and maintenance of the Facilities have been established.

a. The Property and Facilities shall be for the use of Daniel Island Community Association (DICA) members, Daniel Island residential property owners/renters, and their respective guests.

b. All persons using the Property and Facilities and his or her guest(s) shall be responsible for keeping the Property clean, tidy, and clean of trash, rubbish, and debris. All trash, rubbish, garbage, or other waste shall be carried off the Property and properly disposed of in sanitary containers. Renters and their guests are expected to conduct themselves as good neighbors, respecting the rights of quiet enjoyment of others.

c. The Property and Facilities shall not be used for commercial functions or activities without the express, prior, written consent of DICA, its successors and/or assigns.

d. No alterations or attachments shall be made to any building or other structure on the Property. Wedding parties must not throw rice. It is recommend that birdseed or bubbles be used.

e. Functions at the Pavilion shall be limited to no more than 250 persons. The facility may be booked up to 12 months in advance of the event. The Pavilion will not be rented to non- island residential property owners/renters. There shall be no rentals allowed on Holiday's or Holiday weekends.

f. No bands, musicians, or other forms of entertainment shall be allowed to perform at the Facilities without the prior, written approval of the Daniel Island POA, which approval may be granted or withheld in the sole discretion of the Daniel Island POA.

g. Noise levels must be kept at a minimum at all times as the Pavilion is located in a residential area. All events and functions at the Facilities shall be held between the hours of 9:00 a.m. and end by 10:00 p.m. absent the prior, written consent of the Daniel Island POA. Set up for an event may be granted earlier than 9:00 am with written consent from a POA staff member.

h. Parking is allowed only within the designated parking areas (Pierce Park Pool parking lot or street). Parking on the grass, and/or road shoulders is not permitted. Caterers shall enter on the leisure trail and park in the parking lot behind the building. Renters will be liable for any damage to the trail or open grassed area adjacent to the facility. No parking shall be permitted between the hours of 10:00 p.m. and 7:00 a.m., absent the prior, written consent of the Daniel Island POA. The circle behind the Pavilion must remain vacant at all times unless loading or unloading.

i. Children must be accompanied by an adult. Parents must remain with children at all times. Children are the responsibility and liability of the parents/guardians/renters of the facility.

j. Dogs must always be on a leash. Any waste must be removed by the renter/guest.

k. There shall be no inflatables, jump castles, slides, rides, barn animals, etc. at the Pavilion unless otherwise approved by the Daniel Island POA office.

m. Any use of flame producing devices are prohibited unless otherwise approved by the Daniel Island Property Owners Association. Candles may be used if side glass enclosure fully extends beyond flame height.

n. These Rules and Regulations have been promulgated by DICA and are enforceable by DICA, its successors

and/or assigns. The Daniel Island POA shall have full discretion as to the interpretation of these Rules and Regulations. Failure to enforce these Rules and Regulations in whole or in part, shall in no event be deemed a waiver or estoppel of the right to do so thereafter.

o. DICA shall have the right to modify and amend these Rules and Regulations in whole or in part from time to time.

Pierce Park Pavilion Cleaning Checklist

** A member of the POA Staff will be performing an inspection immediately following or after the event.

__ Clean countertops, clean and remove any items from the refrigerator, freezer, and microwave in the kitchen. Replace all removed refrigerator shelving.

__ Place all trash in trash bags and put in the large City of Charleston green cans located on the outside of the Pavilion. **DO NOT LEAVE TRASH OUTSIDE OF LARGE CANS OR DUMPSTERS DUE TO WILDLIFE.** Overflow trash must be hauled away by the renter.

__ Place all recyclable items in the large blue Recycle Bins on the outside of the Pavilion. **DO NOT PUT TRASH IN RECYCLE BINS – THESE ARE FOR RECYCLABLE ITEMS ONLY.**

__ Remove all signs, balloons, streamers, tape, other decorations, etc. **DO NOT NAIL OR TACK ANY DECORATIONS TO WALLS, COLUMNS, BRICK, ETC.**

__ Remove all personal and rental items the day of the event. If items are left overnight, renter will be charged an additional rental fee for each day the items are left.

__ If the tables, benches, or Adirondack chairs are moved, please move them back to the original location. If the items are not moved back to their original locations, the renter will be charged a \$100 convenience fee.

__ Turn off all lights & ceiling fans before leaving. The bank of switches is inside the kitchen to the left and right of doorway and inside bathrooms. Turn off the gas fireplace if used.

__ Oyster Shells – If oysters or shrimp or any other food has been served, please dispose of appropriately. Please refer to the SCDNR (South Carolina Department of Natural Resources) website www.dnr.sc.gov for information regarding recycling of oyster shells. Oyster shells CANNOT be dumped in the marsh area/river at the Pavilion or placed in the large trash cans. Oyster shells must be hauled off by the catering company or those that have rented the pavilion. If inspection finds oyster shells wrongfully disposed of, renter will be charged a \$250 cleaning fee.

If you have any emergency needs during the time of your rental, such as a water leak or lack of power, please call Chris Hamil, Field Operations Manager at 843.696.4676.

Rental Fees:

DICA residential property owners/renters:

\$500.00 (For Friday, Saturday and Sunday rentals)

Or

\$50.00/hour, two hour minimum (For Monday – Thursday rentals)

Non DICA residential property owners/renters:

\$750.00 (For Friday, Saturday and Sunday rentals)

or

\$100.00/hour, two hour minimum (For Monday – Thursday rentals)

Checks are made payable to: DICA, 130 River Landing Dr. Ste 1-C, Charleston, SC 29492

I understand that by executing this document, I am undertaking to rent facilities for a private party. I further understand that should I elect to provide alcoholic beverages at my private party, or should I tolerate the consumption of alcoholic beverages at my party by those who may bring their own beverages, I agree to hold harmless the Daniel Island Community Association, Inc. its officers and directors, even if they are present as guests at my party, from any liability associated with the consumption of alcoholic beverages. I have read the policies written above and agree to rent the Pierce Park Pavilion under the above conditions. By the execution and delivery of the within Rental Agreement, Applicant agrees to abide by and comply with the terms, conditions, fees, and regulations set forth herein and in the documents attached hereto and/or incorporated herein by reference.

Signature of Applicant _____

Printed Name of Applicant _____

Date _____

Signature of DICA Representative _____

Printed Name of DICA Representative _____

Date _____

INCIDENTALS CREDIT CARD ON FILE

A credit card is taken for incidentals. If all aspects of this contract are met, following the satisfactory inspection of Premises by a DICA representative, no additional charges will be applied. The Pavilion must be left in reasonably orderly condition as it was when renter arrived. All damages, cleaning and other adjustments required as a result of rental will be the renter's financial responsibility, and will be charged to the given credit card at cost.

I Resident/ Payer /Card member hereby authorize Daniel Island Property Owners' Association to charge/debit the amount of set forth on this form to the Card or Account indicated above, for the payment designated. I understand that these charges will be processed on the date, indicated. I understand that this is a one-time charge. In the event the Card/Account used for these charges is declined for payment for any reason, I understand that I remain responsible for all charges due according to the terms and conditions of the Agreement. I understand that these billing Terms and Conditions cannot extend beyond the expiration date of the Card being used for these charges. *Please note: there will be a processing fee for all transactions made with a credit card. This fee is to be determined by the credit card company but shall not exceed \$15.

Authorized Signature _____ **Date** _____

Name as it appears on Card _____

Credit Card # _____ Visa Master Disc AMX

Expiration Date (mm/yy) _____ Security Code _____ Phone _____

Card Billing Address _____ City _____ State _____ Zip _____

Email Address _____