



Town of James Island

FACILITY USE AGREEMENT

The Town of James Island is pleased to offer space to accommodate non-profit activities, groups, and community organizations in a fair and equitable manner and in a way that does not disrupt Town of James Island governmental operations or services. The use of Town facilities is subject to the attached Facility Use Policies and subject to approval of this application. The Town of James Island reserves the right to deny an application for use of Town facilities. Inaccurate information on this application and/or deviation from the approved activities may result in immediate termination of the use of the facility and being banned from future rentals. Please complete this form and return to: Town Hall, 1122 Dills Bluff Rd., James Island, or via email to jmays@jamesislandsc.us. Please contact Town Hall at (843) 795-4141 for any questions.

This AGREEMENT is made and entered into on _____ between the Town of James Island, SC (the "Lessor" or "Town") and _____ (the "Lessee" or "Renter") with the following contact information:

Home address _____;
Phone: _____;
Alternate Phone: _____; and
Email: _____.

All rooms in Town facilities have maximum occupancy limitations that will be enforced. Please indicate the total number of expected attendees, workers, and guests: _____

The Lessor agrees to rent the facility space as described below and for no other reason:

The above space will be leased to the Lessee on the date/s of _____, from the hours of _____, for the total amount of \$_____ ("Facility Rental Fee"), with a security deposit in the amount of \$100 (refundable after rental) and subject to the adherence to the attached "FACILITY USE POLICIES" document and the following terms and special conditions:

Special Considerations for this Facility:

- #1 The rental fee is \$_____ for the period and room described above. Civic or non-profit use rental fees may be waived subject to approval by the Mayor.
- #2 All Lessees must be twenty-one (21) years of age. Youth organizations must have an adult sponsor to complete the paperwork and be present at all times during the rental period.
- #3 The applicant must pick-up a visitor access pass to have access to the building. The pass must be returned the next business day after the rental and before the security deposit is refunded. Lost pass holders will be subject to a \$50 replacement fee.

- #4 Meeting space for Town Council Chambers is 139 persons. Meeting space for the Large Conference Room is 12 persons. Alternative spaces (screened porch, front lobby, lawn, etc.) may be available upon request, subject to the approval by the Mayor. Meeting space will not take precedence over Town meetings or functions.
- #5 Groups that meet on a regular schedule will be permitted to reserve space no more than six (6) months in advance. Applications must be resubmitted after every six-month period. Groups wishing to rent on a regular weekly or bi-weekly basis require Town Council approval. Temporary approval may be granted by the Mayor if appropriate and necessary when the Town Council approval is pending. Such regularly scheduled meetings are subject to cancellation in the event of an unplanned Town-related meeting or function and any change in the regularly scheduled meeting must be reported to the Town immediately.
- #6 All groups, classes, or programs are expected to leave the space clean and orderly. All mess, debris, and supplies from activities must be completely cleared and discarded in trash receptacles and tables and floors must be cleaned.
- #7 There is to be no food or drink at meetings held at Town Hall.
- #8 Some events held at a Town Facility may require a Special Event Permit through the Town of James Island Planning Department. Applications for this permit can be found online at www.jamesislandsc.us. **Town of James Island sponsored events are not required to obtain a Special Event Permit**
- #9 Use of the meeting space is limited to non-profit groups and community organizations.

Hold Harmless Clause:

The Lessee shall hereby assume all risks incidental to or in connection with the permitted activity and shall be solely responsible for damages or injury of any kind or nature to person of property directly or indirectly arising out of or in connection with the permitted activity or the conduct of the Lessee's operation.

The Lessee hereby expressly agrees to defend and save the Town of James Island harmless from any penalties for violation of law, ordinance, or regulation affecting its activity and from any and all claims, suits, loss of damages, or injuries directly or indirectly arising or out of connection with the permitted activity or conduct of it's operation or resulting from the negligence or intentional acts or omission of the Lessee or their officers, agents, and employees.

Acknowledgement:

Signature(s) below indicate that you have read, understand, and agree to the terms of this application, the Hold Harmless Clause, and event rules as described:

_____ () _____

Lessee Signature and phone #

Date

Mayor

Date

Town of James Island FACILITY USE POLICIES for all Town Facilities:

- A. Any non-Town sponsored event held at a Town facility may be required to obtain a Special Event Permit through the Planning Department. Potential Lessees and event organizers should consult the Town Zoning and Land Development Regulations and contact the Planning Department thirty (30) days prior to the event. Lessee may be required to obtain a special event liability insurance policy naming the Town of James Island as an additional insured.
- B. A signed and approved Facility Use Agreement must be on file with the Town of James Island prior to the use of any facility.
- C. The use of any Town facility does not constitute an endorsement of an organization's policies or beliefs by the Town of James Island. Any advertisement of a scheduled meeting or event must include a disclaimer stating such. If approval is not obtained from the Mayor prior to making claims of endorsement, the Facilities Use Agreement may be terminated and the meeting or event cancelled.
- D. Lessee will provide full contact information for themselves and a responsible individual for the day of the event if this is not the Lessee (e.g. event planner, relative, etc.).
- E. The Town reserves the right to require contracted security as it deems necessary. All fees associated with security services will be paid for by the Lessee in addition to the facility rental fee.
- F. The Town reserves the right to cancel your rental or meeting space at any time. Meetings and functions of the Town take precedence over rental events.
- G. No alcohol is allowed on Town property.
- H. No smoking is allowed on Town property.
- I. No firearms are allowed to be discharged on Town property.
- J. Music must be kept at reasonable levels to not disrupt neighboring residents, visitors, or businesses. Amplified sound is not allowed under any circumstances.
- K. The use of paste, glue, nails, tacks, staples, tape, or any other item that may mark walls, signs, windows, beams, floors, ceilings, doors, chairs, tables, screens, etc. may not be used to decorate.
- L. The use of glitter, balloons, or confetti is prohibited.
- M. Vehicles must park in designated parking areas only. Driving up to the facility on the yard or grass to load or unload is not permitted.
- N. Lessee, renters, and users of Town facilities are responsible for any damage to, or loss of, the general facilities, fixtures, equipment, and grounds during the term of the lease. The Town reserves the right to deduct any costs for damage, replacement, or unusual clean-up from the Lessee's security deposit.
- O. Any violation of the above policies, or of the Special Considerations indicated on the Facility Use Agreement for each Town facility, may result in immediate termination of the use of the facility and being prohibited from consideration of future rentals of any Town facility.

Signature(s) below indicate that you have read, understand, and agree to the above policies.

Lessee Signature

Date