



Rental Agreement Form:

Please review/sign this agreement and fax, email or mail to:

Pepper Pavilion Management, Inc.

PO BOX 248

Mount Pleasant, SC 29465

Fax: 843.884.8855

Email: PepperPavilion@gmail.com

PEPPER PAVILION MANAGEMENT, INC. (Licensor) agrees to allow the "Licensee" identified below to use *The Pavilion at Pepper Plantation*, subject to, and in strict accordance with, the following terms and conditions:

LICENSEE: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

PHONE NUMBERS:/(CELL): _____ (HOME): _____

EMAIL ADDRESS: _____

PURPOSE OF RENTAL: _____ # of guests _____

DAY OF WEEK: _____ DATE: ___/___/___ EVENT TIME: _____ UNTIL _____

LICENSE FEE: (ALL PAYABLE IN ADVANCE)

- A. 50% Due Immediately
- B. Balance Due 30 days prior to Date of Event (TIME IS OF THE ESSENCE)

CLEANING FEE:

- A. \$250 Deposit Fee Due Immediately. (See #4 below)

CATERER* _____ Contact # _____

BARTENDER* _____ Contact # _____

EQUIPMENT RENTAL* _____ Contact # _____

EVENT COORDINATOR* _____ Contact # _____

***ALL RENTAL EQUIPMENT MUST BE PICKED UP THE NIGHT OF THE EVENT OR PLACED ON OUTSIDE PORCHES AND PICKED UP FROM PEPPER PLANTATION BY 8 AM THE FOLLOWING DAY* (See #15 below)**

AS CONDITIONS OF THIS LICENSE, THE LICENSEE SHALL AGREE TO THE FOLLOWING TERMS:

1. Compensate Pepper Pavilion Management, Inc. for any damages to or loss of any property during the period of occupation.
2. **RENTAL TIME of the facility is from 10AM until 11PM. However, all bands/DJs and other sources of music must cease by 10:30PM.**
3. Be solely responsible for the behavior and safety of the persons in attendance at Licensee's function.
4. Secure any necessary permits or licenses, including, but not limited to, those for alcoholic beverages.
5. Be solely responsible for setting up for the function, cleaning up, removing all trash and restoring the venue to its pre-licensed condition except for sweeping, mopping and bathroom cleaning. All rentals must be placed outside of the main hall area after the event. If these conditions are met, \$100 of the cleaning deposit fee will be refunded.
6. Absolutely NO SMOKING allowed inside facility.
7. Sparklers are strictly prohibited.
8. The use of nails, tacks or staple on the walls is absolutely prohibited. Tape may be used, but must be completely removed by Licensee after function. Candles may be used, but require a protective plate to prevent wax from ruining the area.
9. Pepper Pavilion Management Inc. is not responsible for the safety of the items left in the facility overnight.
10. The Licensee understands that guests and vendors of their event are required to use the **first gated entrance** to Pepper Plantation located off Chandler Road. This gate will remain open throughout the entire day of the event. *The main entrance on Chandler Road is for Pepper Plantation homeowners only.*
11. The Licensee understands that Event Parking is located in the two gravel lots in front of "The Pavilion" as well as the grass areas around the parameter of the horse track located within Pepper Plantation. There is no parking a lot inside the horse track.
12. Licensee has inspected the facility covered by this license and warrants and agrees that the licensed premises are suitable and safe to the Licensee's intended purpose.
13. The Licensee understands that the facility's main hall area does not have air conditioning. The caterer's area and bathrooms, however, do have air conditioning. *The Pavilion* is an open air facility in which all of the doors can remain open in a locked position. The entire facility is heated during the winter months. However, the propane heaters will only heat up the main hall area approximately 20 degrees higher than the outside temperature. Additional heaters may be needed.
14. The facility is being licensed in a complete as-is condition and Licensee is responsible for providing all services associated with the event, including but not limited to, tables and chairs, extra lighting, service personnel, event coordinators/staffing and security /parking attendants.
15. At the end of your event, all decorations, tables/chairs, and other rental equipment must be placed/stacked on the outside porches of the facility's main hall and kitchen. *The maintenance crew cleans the facility at 6am the morning after every event--everything needs to be out of the facility at this time. **Rental equipment must be picked up the night of the event or placed on outside porches and picked up by 8am the following morning.**

Initial Here: _____

16. Licensee assumes full liability for an and all losses and damages to the said premises caused or arising from any act, failure, negligence or omission of licensee and its agents, servants, and employees, guest or anyone or more or any of them. Licensor will have the sole right to assess any physical damage that may have occurs during the event.
17. In the event of any type of emergency or problem, the Licensee must immediately contact: **Pepper Plantation ---843.737.1885**
18. The parties hereto acknowledge that they are entering into this agreement freely and voluntarily; that they have sought or have had the opportunity to see legal advice independently of each other; that all the provisions hereof as well as all questions pertinent thereto have been fully and satisfactorily explained to each party; that each party had ample opportunity to read this adequate; that this instrument constitutes to exclusive and entire agreement between the Licensor and the Licensee; and that each party hereto clearly understands and agrees to all of the provisions hereof.
19. Licensee agrees to indemnify and hold harmless the Licensor, its agents and employees against and all claims of liability for damage, whether to person or property that arises as a result of the Licensee's use of the facility, including, but not limited to, attorneys' fees and costs. Licensee also agrees to indemnify and make whole the Licensor for any damages or expense incurred by the licensor arising out of any of Licensee's use of the facility.

CANCELLATION POLICY: A cancellation made after the original contract signing date will result in a refund of the License Fee/Cleaning Deposit less the current appropriate cancellation fee unless the cancellation is within 180 days of the event (See below fees).

Current Cancellation Fees:

Within 90 days of contract signing- \$500.00

More than 90 days after contract signing- \$1,000.00

*In 180 days or less of event- Full forfeiture of License Fee/Cleaning Deposit**

**If canceled date is re booked we will refund the forfeited License Fee/Cleaning Deposit less \$500.00 within 10 business days after the event takes place.*

LICENSEE: _____ **DATE:** _____

LICENSOR: _____ **DATE:** _____

½ License FEE and Cleaning Fee in the Amount of: \$ _____ Received on _____

Balance of License Fee in the Amount of: \$ _____ Due on _____