



Rental Agreement Form

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

Pepper Pavilion Management, Inc.

ATTN: RACHEL KUHL

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 NUMBER:(CELL): _____ **PHONE NUMBER:(HOME):** _____

E-MAIL ADDRESS: _____ @ _____

PURPOSE OF RENTAL: _____ **# of guests** _____

***Maximum # of guest, 200 (See # 10 Below)**

DAY OF WEEK: _____ **DATE:** _____ / _____ / _____

EVENT TIME: 10am UNTIL: _____ -- _____

VENUE RENTAL TIME:

- A: FRIDAY AND SATURDAY EVENTS: 10AM TO 10:30PM WITH A MUSIC CUT OFF TIME OF 10PM**
- B: SUNDAY THROUGH THURSDAY EVENTS: 10AM TO 9:30PM WITH A MUSIC CUT OFF TIME OF 9PM (SEE # 12)**

LICENSE Rental FEE: (ALL PAYABLE IN ADVANCE)

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

Security/Cleaning Deposit:

- A. \$500 Security/Cleaning Deposit Fee Due Immediately.
- B. \$350 of the deposit is refundable after the event. (SEE # 13 BELOW).

Initial Here: _____

If you are currently unable to fill out this portion, please email your vendor information to PepperPavilion@gmail.com 30 days prior to your event.

CATERER/BARTENDER* _____ Contact #: _____

DJ/BAND* _____ Contact#: _____

EQUIPMENT RENTAL Company* _____ Contact#: _____

EVENT COORDINATOR –or–Emergency Contact during Event* _____ Contact #: _____

***ALL RENTAL EQUIPMENT MUST BE PICKED UP THE NIGHT OF THE EVENT OR PLACED ON FRONT DRIVEWAY OF THE VENUE AND PICKED UP FROM PEPPER PLANTATION IMMEDIATELY FOLLOWING THE EVENT* (See # 13 below)**

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

1. Licensee acknowledges that their event is being held in a private, gated residential community and further acknowledges that he/she is aware that there are homes nearby that are affected by any non-adherence to rules below. The Town of Mt. Pleasant has complete jurisdiction over the Pavilion at Pepper Plantation.

Initial Here:_____

2. 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, catering, extra lighting, service personnel, event coordinators/staffing, mosquito control services and parking attendants. The only furniture provided are the Adirondack chairs on-site.

Initial Here:_____

3. 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.

Initial Here:_____

4. The licensee must compensate Pepper Pavilion Management, Inc. for any damages to or loss of any property during the period of occupation.

Initial Here:_____

5. The licensee is solely responsible for the behavior and safety of the persons in attendance at Licensee's function.

Initial Here:_____

6. The licensee must secure any necessary permits or licenses, including, but not limited to, those for alcoholic beverages.

Initial Here:_____

7. 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.

Initial Here:_____

8. 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.

Initial Here:_____

9. 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.

Initial Here:_____

10. Venue Capacity: No more than 200 people are allowed in this facility or on venue grounds for any one event at any one time due to parking and noise concerns that affect the community residents. The on site officer will perform head counts if he deems necessary. The licensee hereby gives permission to the security guard to video tape the premises during the event if the guest amount exceeds 200. Failure to adhere to this guest limit WILL result in the forfeiture of the Security Deposit along with a \$1,000 fine charged to the Licensee's credit card on file.

Initial Here:_____

11. Band/DJ Requirements: Your Disc Jockey/Band/Musician must provide his/her own equipment, power cords, stage they deem necessary to perform at your event. It is the responsibility of the musician to locate and plan power needs prior to your event. The Licensor is not responsible for power outage or any inconvenience caused by utility companies, over-loading circuits or "acts of God".

(a) Bands must set up along the back wall of the main hall area. This wall is between the restroom door and caterers prep area door.

(b) There are 5 separate circuits at 20 amps each along the band wall. Please check with band to make sure this power source is adequate for their equipment. The remaining wall outlets alongside the main hall area and outside porches are on alternating circuits.

Initial Here:_____

12. Noise Ordinance and Excessive Noise Warning: Noise must be kept at a minimum. There must be full compliance with all Town ordinances, state laws, Pepper Plantation's noise ordinance and all other applicable regulations. Failure to accomplish any of the below listed responsibilities will result in forfeiture of the \$500 Security Deposit.

A. The following applies to events booked on Friday and Saturday nights:

a. All bands, DJs, other music sources (any kind of amplified sound), must set up inside the main hall area of the facility and cease by 10PM . All event guests must vacate Pepper Plantation by 10:30pm.

b. All barn doors of main hall area must remain CLOSED once DJ or Band music begins. Speakers must be faced inward inside the main hall area—not face out toward the porches/lake.

B. The following applies to events booked Sunday through Thursday.

a. All bands, DJs, other music sources (any kind of amplified sound), must set up inside the main hall area of the facility and cease by 9PM. All event guests must vacate Pepper Plantation by 9:30pm.

C. Absolutely no amplified sound is allowed on lawn areas or porch areas of the facility during your event.

D. During your event, an off-duty police officer hired by Pepper Pavilion Management, Inc. will be present to direct traffic and to monitor the volume of noise/music during your event. Any excessive loudness or any amplified sound that causes problems for residents of the neighborhood may result in unwanted visitation by Mt. Pleasant law enforcement.

a. If the volume of noise exceeds a reasonable level, you will be immediately contacted by the site manager or security office onsite to turn down your music. If you do not take action to do so, the police officer will be instructed to shut down the music.

Initial Here:_____

13. The licensee is solely responsible for setting up for the function, cleaning up, removing all trash and rentals from the facility and restoring the venue to its pre-licensed condition. Vendors have **2 hours** after the events ending time for clean-up and must do so in a quite manner. The licensee must make sure that all of the vendors (Rental Companies, Event Planners, musicians, florists, decorators etc.) accomplish the following during or after the event:

- A. Receiving and offloading rental equipment/supplies, food and beverages, service hardware, décor, etc.
- B. Removing all food and beverage from the facility.
- C. Collecting, bagging, and removing all garbage and placing into the onsite dumpsters located in the gravel parking lot.
- D. Removing all décor from inside and outside of the facility and removing all balloons/décor from Pepper Plantation signage along Chandler Road and Highway 17 North.
- E. Collecting and removal of all rental equipment after event. **ALL Rental equipment must be picked up the night of the event (no later than 11:30pm).**
- F. **ALL DÉCOR, RENTALS, FOOD AND BEVERAGE, ETC. MUST BE REMOVED FROM THE MAIN HALL AREA AND KITCHEN AFTER THE EVENT.**
- G. **Turning off BOTH THERMOSTATS IN MAIN HALL AREA AND IN CATERERS PREP AREA and closing ALL barn doors of the facility upon leaving the premises.**
- H. **All of the above stated shall be completed within a maximum of two (2) hours after the completion of the event. Failure to accomplish any of the above listed responsibilities may result in forfeiture of the Security Deposit.**

*After inspection of the premises by Pepper Pavilion Management, the licensee will be notified if \$350 of the Security Deposit will not be refunded. Otherwise, the licensee will receive the deposit within 30 days after the event if all of the above is accomplished. **Initial Here:_____**

14. Pepper Pavilion Management Inc. is not responsible for the safety of the items left in the facility overnight. If items are left overnight, they must be placed on the venue’s driveway and picked up by 8AM the morning after your event. Anything left in the main hall area overnight will be disposed of in the dumpsters. **Initial Here:_____**

15. The following are **PROHIBITED** on the grounds of The Pavilion at Pepper Plantation:

- A. Sparklers, fireworks, smoke machines or any kind of pyrotechnics.
- B. Staples, Screws, Nails or Tacks used anywhere on the property. (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.
- C. Smoking indoors is strictly prohibited. Please use designated smoking areas and outdoor ash trays located on the back porch of the facility. *Upon inspection of the facility after the event, if there is any evidence of the above, the cleaning/security deposit will not be refunded. **Initial Here:_____**

16. 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 not to be used by equipment vendors, caterers, guests, wedding party, or anyone associated with your event. The main entrance—further down Chandler Rd. --is solely for Pepper Plantation homeowners only.** **Initial Here:_____**

17. **Parking:** The Licensee understands that Guest Parking is located in the two gravel lots in front of facility as well as the grassy areas along the parameter of the horse track located within Pepper Plantation. Cars must line up side by side, parking perpendicular to the horse track fence. Guests DO NOT PARK inside the horse track. Buses and Vans must park within the venue driveway or within the gravel parking lots (Not in front of neighborhood homes). PLEASE SEE PARKING DIAGRAM AT WWW.PEPPERPAVILION.COM. **Initial Here:_____**

18. The Licensee is aware that *The Pavilion* is an open air facility in which all the barn doors can remain open in a locked position during events—except doors in close proximity to BAND/DJSPEAKERS. *Beginning on June 1, 2015, there will be a/c in the main hall area of the facility. Inside there are propane heaters for the winter months; however, the venue may require additional heaters due to the drafty barn doors of the main hall area.* **Initial Here:_____**

19. In the event of any type of emergency or problem, the Licensee must immediately contact : **Pepper Plantation’s site manager---843.737.1885.** **Initial Here:_____**

20. **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.

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 _____ **Office Use ONLY**



Credit Card Payment Form:

Please fill out the form below and fax, mail or email to:

Pepper Pavilion Management, Inc.

Fax: **843.884.8855**

Mail: **PO Box 248, Mount Pleasant, SC 29465**

PepperPavilion@gmail.com

***If you would like to pay over the phone, please call 843.737.1885.**

CREDIT CARD INFORMATION		
Customer Name:		
Credit Card Type: <input type="checkbox"/> Visa <input type="checkbox"/> Master Card <input type="checkbox"/> American Express		
Credit Card Number:		Expiration Date:
Name as it appears on Credit Card:		CVC2 Code:
Payment Amount (US Dollars):		
		Date:
CREDIT CARD BILLING ADDRESS		
Street Address:		
City:		
State:	Zip/Postal Code:	Country:
Phone Number:		

Questions? Please contact our site manager, Rachel Kuhl at **843.737.1885**.