

## FACILITY USE AGREEMENT

This Facility Use Agreement (this "Agreement") is made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the Town of Holly Hill, State of South Carolina (the "Town"), and \_\_\_\_\_ ("User").

### FINDINGS

**WHEREAS**, the User has made inquiry of the Town regarding the use and rental of the Town's \_\_\_\_\_ facility located at \_\_\_\_\_ (the "Facility").

**WHEREAS**, the Town intends to permit the User to use and rent the Facility under the terms of this Agreement.

### WITNESSETH

In consideration of the forgoing recitals and in consideration of the mutual covenants, conditions, stipulations and agreements herein contained, the receipt and sufficiency of which is acknowledged by the parties, it is agreed as follows:

1. The Town does hereby agree and permit the User to use the Facility during the period (the "Use Period") set below:

Date of use: \_\_\_\_\_  
Time of use: \_\_\_\_\_

2. The Town, based upon the then applicable schedule of fees, shall assess usage fees to User for its use of the Facility. The fees to be charged to User for its use of the Facility during the Use Period are set for on Exhibit A, which is attached hereto and incorporated herein by reference. In the discretion of the Town staff, additional fees, charges, or penalties may be applied for unreasonable usage (as determined in the sole discretion of the Town) outside of the Use Period. The deposit amount for the Facility, as set forth at Exhibit A, must be paid to reserve the Facility. Full payment in accordance with Exhibit A must be remitted to the Town no later than two weeks prior to the Use Period.

3. No smoking or alcoholic beverages are permitted on or around the Facility. Violations of this provision by User or their guests may, in the discretion of the Town staff, result in the immediate termination of the event, the forfeiture of any amounts paid hereunder, and the inability of the User, including family members, agents or entities associated with the User, to use and rent any facilities of the Town in the future.

4. The User is responsible for all attendees and guests at the Facility during the Use Period. User shall ensure that (i) the Facility is not misused or abused, (ii) there is proper supervision at all times, (iii) the Facility is used in conformity with all policies and regulations of the Town, and (iv) all other terms of this Agreement are adhered to and followed. Failure to comply with this

Section 4 may result in the forfeiture of all fees paid hereunder and other damages accruing to the Town.

5. The User understands and agrees that the event is neither conducted nor sponsored by the Town. In addition, it is understood that the Town will not exercise any physical or other control over the operation of the event other than the limited oversight responsibilities described in this Agreement.

6. The User shall abide by the Town's terms and conditions, including, but not limited to, the Town's policies and procedures posted or available at the Facility pertaining to the use of the Facility and announced or posted safety precautions.

7. The User understands that no promises are made other than what is contained in this Agreement, that no warranties have been made that the Facility will be adequate for planned use, and that User accepts the Facility in an "AS IS, WHERE IS" condition.

8. The User has inspected the Facility to be used and has independently determined that it is suitable and safe for their particular purpose. The User agrees that at any time during the Use Period, the Town or its agents may enter the Facility for the purpose of examining the condition thereof or the activities conducted at the Facility.

9. The User shall keep and maintain Facility and surrounding premises in good repair and condition. At the expiration of the Use Period, User shall remove its goods and effects and peaceably return the premises to Town in as good or better condition than when delivered to User, excepting (a) ordinary wear and tear, (b) damage by Force Majeure, and (c) acts of the public enemy or casualty (a-c together, the "Exceptions"). To the extent damages occur to the Facility during the Use Period outside of the stated Exceptions, the User shall be fully responsible for the costs of all repairs, including reimbursement to the Town for any repairs undertaken by the Town on behalf of the User.

~~10. The User will (i) not make or permit to be made any alterations or additions to the Facility; (ii) not assign, mortgage, or pledge this use Agreement; and (iii) not sublet the whole or any part of the Facility.~~

11. User shall indemnify, defend and hold harmless the Town from and against any and all claims, causes of action, liabilities, damages and costs (including reasonable attorney fees) arising from or out of any death, bodily injury or damage to property occurring in, upon or at the Facility or any part thereof, which is caused by User or is occasioned wholly or in part by any failure of User to perform any duty or obligation of User set forth in this Agreement or any other act or omission of User, its agents, contractors, employees or invitees in connection with the Facility or any invitee thereof or the Facility during the Use Term (including any set-up or take-down period associated therewith), or related to any claims, assessments, charge-backs or other expenses (whether owed to or assessed by a private or governmental party) that the Town is obligated to pay or discharge related to User's use of the Facility.

12. Either party may terminate this Agreement without cause at any time by giving the other party forty-eight (48) hours' written notice prior to the Use Period.

13. The Town may immediately terminate this Agreement at any time "for cause". Termination for cause shall be effective from the receipt of written or verbal notice thereof to the User specifying the grounds for the termination and all relevant facts. "For cause" events shall be deemed to include: (i) neglect of duties or violation of any of the provision of this Agreement; (ii) fraud, embezzlement, defalcation, or conviction of any felonious offense; and (iii) any act that materially breaches the Agreement as determined by the Town. The Town may exercise its right to terminate with cause without prejudice to any other remedy it may be entitled at law, in equity, or under this Agreement.

14. The covenants and agreements contained herein are binding upon the parties hereto and shall be governed by and construed in accordance with the laws of South Carolina.

15. This Agreement may be executed in duplicate originals and in several counterparts, and all of which duplicate originals and counterpart originals when taken together shall constitute the Agreement in its entirety.

**IN WITNESS WHEREOF** the parties executed this Agreement as of the date first written above.

**TOWN**

By: \_\_\_\_\_  
Mayor or Designee

Dated: \_\_\_\_\_, 20\_\_

**USER**

By: \_\_\_\_\_  
User Representative

Dated: \_\_\_\_\_, 20\_\_

**EXHIBIT A**

FEEES FOR 2022

DEPOT  
6 HOURS

DEPOSIT \$ 75.00  
CUSTODIAN FEE \$ 40.00  
RENT \$185.00  
**TOTAL: \$300.00**

PER ADDITIONAL HOUR  
\$35.00

FOLK PARK  
6 HOURS

DEPOSIT \$ 75.00  
CUSTODIAN FEE \$ 40.00  
RENT \$160.00  
**TOTAL: \$275.00**

PER ADDITIONAL HOUR  
\$25.00

GILMORE  
PARK  
6 HOURS

DEPOSIT \$ 75.00  
CUSTODIAN FEE \$ 40.00  
RENT \$160.00  
**TOTAL: \$275.00**

PER ADDITIONAL HOUR  
\$25.00

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**TOWN OF HOLLY HILL  
INFORMATION FOR REFUND**

**NAME OF  
APPLICANT** \_\_\_\_\_

**CONTACT PERSON (IF DIFFERENT)**  
\_\_\_\_\_

**MAILING ADDRESS FOR DEPOSIT REFUND**  
\_\_\_\_\_  
\_\_\_\_\_

**PHONE NUMBER**  
\_\_\_\_\_

**PURPOSE FOR RENTAL**  
\_\_\_\_\_

**RENTAL FEES**

**FACILITY RENT** \_\_\_\_\_ **CUSTODIAN FEES** \_\_\_\_\_

**SECURITY DEPOSIT** \_\_\_\_\_ **TOTAL DUE** \_\_\_\_\_

**BALANCE DUE DATE** \_\_\_\_\_

**PAYMENTS & DATES RECIEVED** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_