

EVENT SPACE RENTAL AGREEMENT

LICENSE AND TERMS OF USE

KAMP Properties, LLC ("KAMP") is pleased to enter into this Agreement with _____ ("Renter") on this ____ day of _____, 20 (the "Effective Date") for Renter's use of the Facilities, subject to the following terms & conditions:

1. Limited, Revocable License

KAMP grants to Renter, and Renter accepts, a limited, revocable, license to use the Facilities solely on the Event Dates, and during the Event Hours, subject to the terms and conditions as agreed upon below.

2. Fees; Payment Schedule

Renter shall pay to KAMP a **50% deposit of the site rental fee** upon the execution of this Agreement for use of the Facilities. The balance of the **License Fee is due no later than 1 month prior to the event date.**

3. Cancellations

KAMP recognizes that plans can and do change, sometimes on short notice. If there is a change in client's plans, e.g. cancellation or postponement of the event, KAMP will take reasonable steps to book a substitute event or events and/or make other alternative arrangements. In the event, however, KAMP is unable to do so, in whole or in part, it reserves the right to retain up to any and all amounts paid or due as of the date of receiving notice of the change.

4. No Warranty

The Facilities are provided "AS IS", "WHERE IS" and without warranty as to the suitability of the Facility for Renter's intended use. Renter shall be responsible for the repair and/or replacement of the Facilities to the extent such repair or replacement is the result of Renter's (or its agents, contractors, employees, invitees, or subcontractors) negligence, misconduct, misuse, abuse, or breach of the terms and conditions of this Agreement. Renter shall deliver the Facilities to KAMP in as good condition as when received by Renter, ordinary wear and tear excepted.

5. Indemnification

Renter agrees that it shall indemnify, defend and hold harmless KAMP and its employees, officers, trustees, and Director, from and against any and all damage, loss, claims, suits, demands, actions, fines, damages, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees) arising out of or in connection with damage to property or injury to persons (including death) which arise out of Renter's use of the Facility, including any acts or omissions of Renter, its agents, contractors, employees, invitees, servants or subcontractors. Renter shall provide KAMP immediate notice of any injury or damage to persons or property in, to or around the Facility of which it is aware.

6. Right of Entry

KAMP, and those persons authorized by it, shall have the right to enter the Facility at all reasonable times for any reasonable purpose, as well as at any time in the event of emergency involving possible injury to property or persons in or around the Facility.

7. Revocation

This Agreement is freely revocable by KAMP and, upon written notice from KAMP to Renter, may be terminated at any time in KAMP's sole discretion.

8. Weather

A. APPROACHING WEATHER

If the weather looks threatening (imminent rain, rain, looming thunder clouds, dangerous winds capable of damaging property) KAMP reserves the right to protect its own equipment and property by canceling the event. KAMP reserves the right to delay set-up or pause the event until suitable weather conditions exist. It is at the discretion of KAMP to decide whether the event will be called off due to inclement weather. Should we decide to cancel, read section 8B.

B. WEATHER POLICY

The Service Provider reserves the right to delay set-up or pause the event for up to one hour until suitable weather conditions exist. If inclement weather prevents the completion of the event, where less than 50% of the 8hr contract has been fulfilled (less than 4hrs from arrival of client or guests) then KAMP guarantees the Renter one make-up event within nine months of the original event date, depending on availability. One fee will be charged for the make-up event:

- 1. a \$500 weather related cancellation fee to cover employee time. No refunds will be made for the initial payments. Note: This weather policy is subject to change.

9. Miscellaneous

- A. ENTIRE AGREEMENT; GOVERNING LAW:** This Agreement, together with any exhibits attached hereto, contains the complete agreement of the parties concerning the subject matter, and supersedes any prior oral or written understandings, representations, or agreements pertaining thereto which have not been incorporated herein. This Agreement shall be construed and governed by the laws of the State of South Carolina, without regard to its conflicts of laws provisions.
- B. NO AMENDMENT:** No amendment or modification to this License shall be binding upon KAMP unless same is in writing.
- C. LICENSE ONLY:** This Agreement shall be deemed to create only the relationship of licensor-licensee between the parties and shall, in no event, be deemed to create any other relationship, including without limitation landlord-tenant, principal-agent, master-servant, employer-employee or partner-joint venturer.
- D. NO ASSIGNMENT:** This Agreement is for the sole benefit of the Renter and KAMP, and Renter may not assign or transfer its obligations or rights under this Agreement. Any assignment or transfer contrary to the provisions of this paragraph shall be null and void.
- E. ENFORCEMENT:** Renter shall be responsible for all costs, expenses and reasonable attorneys' fees incurred by KAMP in enforcing this Agreement in the event KAMP prevails in any such enforcement.

I. VENUE COSTS

SITE RENTAL FEES:

	Saturday & Holiday	Friday & Sunday	Monday-Thursday
Peak Season Mar-June, Sept-Nov	\$6,500	\$5,500	\$3,300
Off Peak Season July-Aug, Dec-Feb	\$5,300	\$4,300	\$3,050

FEES INCLUDE: 125 white structure chairs, (10) 60" round tables, (5) 30" tall cocktail tables, and 40'x80' frame tent with perimeter lighting, (3) chandeliers and (6) ceiling fans. Security Guard/Parking Attendant also provided at no charge.

EXTRA RENTAL ITEMS: * *Rental items will be charged 9% tax*

- House Cleaning Fee: \$175 (yes, if you or your caterer is using the inside of the house)
- Full tent liner: \$1,295* (ceiling fans would be removed)
- Iron Fire Pit w/ wood and attendant: \$275/4hrs*
- Bamboo Ceremony Arbor: \$100* (includes set-up & breakdown)
- Café Lighting
 - seawall to middle of tent: 3 strands: \$195*
 - back of house to the tent: 3 strands: \$195* -or- \$500* for all 3 sets
 - corner of tent to the tree: 2 strands: \$195*
- Boxcar Bar: \$195*
- Bose iPod Speaker Dock: \$25*
- Tent Sides: \$200 to remove entirely (tent sides are included, tied back to the poles)
- Heaters: mushroom heaters: \$75*/piece, includes propane (can be added on up to a week before event)
- Will you have over 200 guests? \$200 (Parties over 200 guests required to have additional personnel)
- Early access inside the house: \$75/hour

Other _____

II. TOTAL FEES

Total License Fee for requested Event Date(s): _____

Please Note; the total License Fee includes a 50% Deposit (NON-REFUNDABLE except pursuant to License and Terms of Use)

III. CONTACT INFORMATION

All requests for use of the Facilities should be made to the Events Office at 843-647-4362, and are subject to (a) availability; (b) payment in full of the License Fee pursuant to Section 2 of the License and Terms of Use, and (c) execution of the License and Terms of Use.

Exhibit A to License and Terms of Use: Additional Terms and Conditions

Use of Facility

1. The Facility is available for rental by parties or groups unaffiliated with KAMP, provided that those associated with the KAMP shall have priority in terms of scheduling.
2. The Venue can accommodate up to 200 persons. Larger parties may be accommodated if approved by KAMP. A fee for additional personnel will apply for extra staffing.
3. The Facility is available for ceremonies on Monday through Friday starting after 4pm Saturdays and Sundays from 10am into the evening. Other days and times are reserved KAMP and their employees.
4. The renter has use of the facility for 8hrs. For Weddings: 1hr for Ceremony and 4hrs for Reception. Charges will apply to events using more time at \$500/hr.
5. The renter must abide by entertainment setup enforced by KAMP for noise ordinance. Please refer to page 6 for visual layout of these regulations.

Event Rules and Regulations

1. **CATERERS:** There will be a Venue Impact Fee (VIF) of 5% for food & beverage through our list of preferred caterers and bar service. Outside vendors can be used upon approval by KAMP for an additional 10% VIF. The fee will be collected by the approved vendor. There is to be no cooking or preparation inside the house, only in greenhouse and covered outdoor area.
2. **GUEST LIST:** For Security Reasons, we ask that a guest list with the names of those planning to attend an event be submitted to the Events Office one week before Event Date.
3. **ALCOHOLIC BEVERAGES:**
 - a. Alcohol may be served to persons over the age of 21 under the terms and conditions consistent with the applicable laws of the State of South Carolina as long as the Renter abides by the following rules:
 - b. Renter shall take full responsibility for and hold KAMP harmless from ALL liability arising from the serving and consumption of alcoholic beverages; You may not bring your own alcohol.
 - c. If caterers are to serve or provide a bartender to serve alcoholic beverages, the caterer shall provide to the Events Office a certificate of insurance evidencing a Liquor Liability Policy at least seven days prior to Event Date.
4. **MUSIC/ENTERTAINMENT:** Arrangements for entertainment or music must be approved by the Events Office. ALL MUSIC MUST CEASE AT 11PM. All entertainment must sign and agree to our Amplified Music Agreement. Please see page 6 for entertainment setup locations.
5. **NO SMOKING OR OPEN FLAMES:** The Island House is a smoke-free environment. Smoking is prohibited inside The Island House and under the tent. All cigarette butts must be put in smoking posts located by the bathrooms and around the venue.
6. **VENDORS:** A list of all outside vendors, caterers, musicians, photographers, and any other outside professionals must be submitted to the Events Office at least one month before the Event Date.
7. **LOST ITEMS:** The Island House is not responsible for any lost or stolen items of any client and/or guest.
8. **CLEANING FEE:** Parties using the inside of the house are subject to a \$175 cleaning fee.
9. **DECORATIONS:** Use of any synthetic decoration on the grounds (i.e.: flower petals) are not permitted. Sparklers and sky lanterns (floating wish paper lanterns) are prohibited at all times on the property.
10. **ACCESS INSIDE HOUSE:** The use of the house is for wedding party and immediate family only, \$175 house cleaning fee will apply. General guests are not allowed inside the house at any time. Caterers cannot use the inside of the house for any cooking or preparation.
11. **HEATERS:** In the event you should choose to supply heat for your guests, we are able to supply the rental of mushroom propane heaters at \$75/piece, includes propane. However, due to St. Johns Fire Department and SC state fire codes, these type of heaters are only allowed outside of the tent. Should you prefer to heat our tent, local rental companies can provide a heat cannon for rental, which meets fire code requirements.
12. **COORDINATOR:** A licensed wedding coordinator/planner is required for all events.

By signing below, you agree that you have read, understood and agree to be bound by the terms of this Agreement.

KAMP PROPERTIES, LLC

By: _____ Date: _____

Paul Speights, Jr., Director of Events -or-
Lynn Gottlieb, Event Coordinator

RENTER

By: _____ Date: _____

RENTAL REQUEST

REQUESTED EVENT DATE(S): _____

EST. NUMBER OF GUESTS: _____

REQUESTED EVENT TIME(S): _____

For weddings: 5 hours total for when guests are present on property.
1 hour for ceremony, 4 hours for reception. Reception only: 5 hours.
Charges will apply to events using more time at \$500/hr.

RENTERS CONTACT INFO:

NAME: _____

ADDRESS: _____

EMAIL: _____ PHONE: _____

BRIDE'S NAME: _____ PHONE: _____

EMAIL: _____

GROOM'S NAME: _____ PHONE: _____

EMAIL: _____

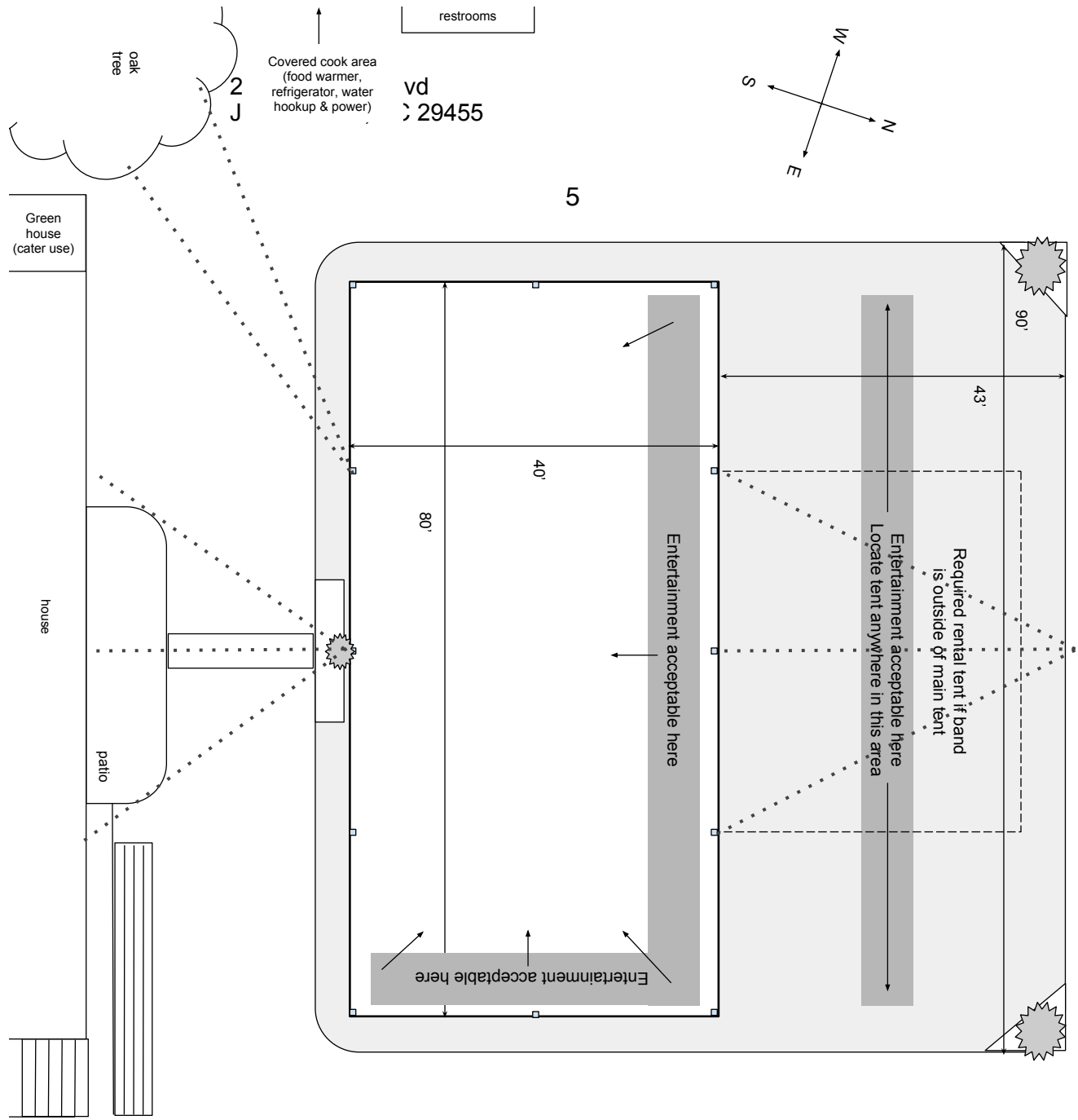
*****A Vendor List with contact information, Event Timeline, Guest Count, and Ceremony/ Reception Layout must be submitted to KAMP 30 days prior to the event date*****

****Event Fee is due no later than 1 month (30 days) prior to the event date****

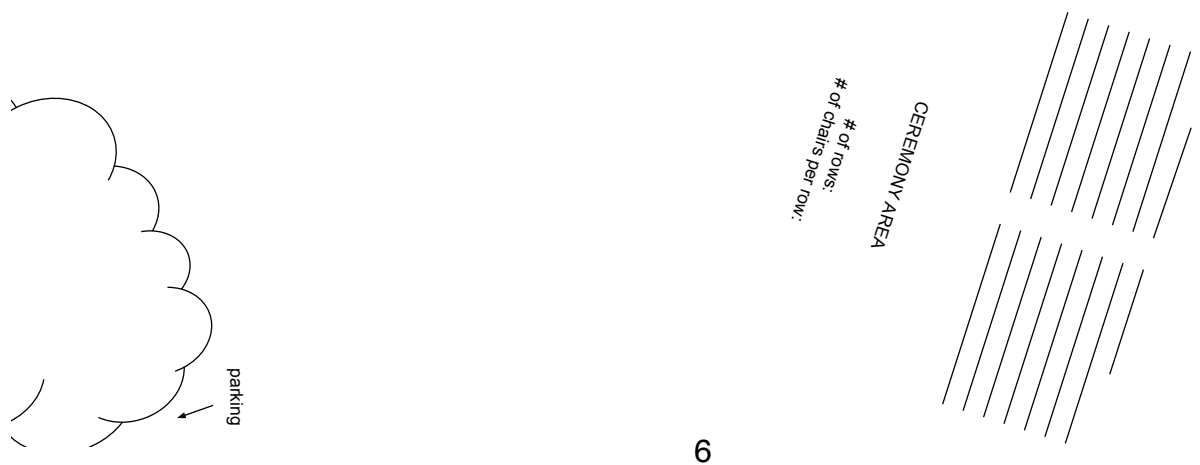
Make Checks Payable to: KAMP Properties, LLC

Mailing Address: KAMP Properties, LLC

info@islandhouseevents.com
843.647.4362 office
843.559.3172 fax



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