

The
Burt-Stark
MANSION
Abbeville, South Carolina

GROUNDS RENTAL AGREEMENT

The Abbeville Historic Preservation Commission
dba The Burt-Stark Mansion

Today's Date: _____

About You

User: _____

City: _____ State: _____ ZIP: _____

Phone: _____ (primary)

Phone: _____ (secondary)

Email: _____

Alternate Contact: _____

Phone: _____ (primary)

Phone: _____ (secondary)

About Your Event

Event Coordinator: _____

Caterer: _____ Caterer Phone: _____

Rental Company (tents, tables, chairs, etc.): _____

Number of Guests Expected: _____

How did you hear about us?

Internet Search (Which site? _____)

Friend/Word of Mouth

Previous Customer (Which one? _____)

Other: _____

Payment

Deposit Received

Amount: _____

Check No. _____

By this agreement, _____, hereafter referred to as User, does contract with the Abbeville Historic Preservation Commission, hereafter referred to as Owner, for the use of the Burt-Stark Mansion GROUNDS on _____ for the purpose of _____.

(Date of Event) *(Type of Event)*

ALL RESERVATIONS ARE ON A FIRST-COME, FIRST SERVED BASIS. A signed contract accompanied by a five hundred dollar (\$500) refundable deposit must be completed at least ninety (90) days prior to the event or as early as possible at the discretion of The Abbeville Historic Preservation Commission. (See attached requirements and cancellation policies). Event Rental (Two (2) days) of fifteen hundred dollars (\$1,500) is due at least forty-five (45) days prior to the event: _____

(Date of Event)

Rental Hours for Event

Open to closing _____ Actual Event Time _____

Regulations

User agrees to all rules and regulations listed below.

1. User is required to meet with members of the Event Committee of The Abbeville Historic Preservation Commission to discuss plans and details of the event before signing the contract to reserve the grounds. User is also required to meet with the Event Committee to finalize details forty-five (45) days prior to the event.
2. Event rental includes two days for the rehearsal, wedding, or reception preparation and set-up.
3.
 - a. No furniture or flower containers shall be moved or removed from the porches by User.
 - b. Security sign and front door wreath will be moved by Owner.
 - c. No pictures can be made inside the Mansion unless *written permission* is given by the Abbeville Historic Preservation Commission.
 - d. User may place decorations such as wreaths or balloons on the front or side gates of the Mansion.
4. User understands that no parking inside of fenced area is allowed except for set-up and break-down of equipment.
5. The use of any firework or fire producing devices is strictly prohibited with the exception of chase candles and hurricane glass protected candles.
6. If electrical power is necessary, User must inform Owner at the final pre-planning forty-five (45) day meeting.
7. Changes in the event or ceremony due to inclement weather are the responsibility of User. Changes do NOT release User from all agreed financial appropriations.
8. The User may not place any locks on any of the gates of the Mansion.
9. Restroom facilities must be provided by User.
10. All grounds will be returned to pre-event condition within 24 hrs. of the event. This includes flowers, programs, paper etc. and trash on the Mansion grounds or sidewalks.

11. All rental equipment such as tents, chairs, tables, audio equipment must be removed from the Mansion grounds within three (3) days of the event, depending on weather, or the deposit of Five hundred dollars (\$500) will be forfeited by User. The Abbeville Historic Preservation Commission assumes no responsibility for the liability of any equipment placed on the grounds by User.
12. Deposit of five hundred dollars (\$500) will be returned only after the Event Committee has inspected the property to determine whether or not the deposit will be returned to User. This inspection will take place after the event and the deposit check will be returned within thirty (30) days. A check list that will be used by the Event Committee will be provided to User at the forty-five (45) day pre-planning meeting. At this time damage of any Mansion property, gates, fence, porch furniture, flower containers, etc. will be assessed from the five-hundred dollar (\$500) deposit for replacement costs by the User.

Total Charges

Rental Fee Received _____ Amount _____ Check No. _____

Final payment of all charges is due forty-five (45) days before the event.

Liability

In requesting the use of the Burt-Stark grounds User will assume full financial liability and responsibility for any damage to or loss of objects or property under the stewardship of The Abbeville Historic Preservation Commission and for any personal injury incurred during or as a result of such use.

In addition, User agrees to indemnify and save harmless Abbeville Historic Preservation Commission from and against any and all liability, loss, cost or expense including reasonable insurance fees, arising out of any action or proceeding from personal injury or accident or loss of or damage of property resulting from the event or from attendance by User sponsoring the event, its members, agents, employees, assigns, licensees and invitees.

The Abbeville Historic Preservation Commission shall not be responsible for any loss or damage to property owned by User or in User's care nor for any physical injury incurred in conjunction with User.

User also agrees to obtain insurance with a company satisfactory to The Abbeville Historic Preservation Commission against claims for bodily injury or property damage under a policy of general public liability insurance in an amount not less than one million dollars (\$1,000,000) for bodily injury and property damage; such policy shall specifically include liquor liability for the event. Such policy shall name both The Abbeville Historic Preservation Commission and User as parties insured. User shall furnish The Abbeville Historic Preservation Commission with a certificate of insurance at least seven (7) days prior to the event or the event will be canceled by The Abbeville Historic Preservation Commission and no refunds made.

If rental payment is not received by the due date, The Abbeville Historic Preservation Commission reserves the right to cancel the event without refund of deposit. If User cancels the event ninety (90) days or less before the date of the event (or from the date of the signing of the original contract), the deposit will not be refunded. If User cancels the event after the rental fee is paid (forty-five-45 days in advance), the five hundred (\$500) deposit only will be refunded. A No Show will not be refunded. Cancellations must be in writing and faxed or mailed to the address provided in this contract.

If any "act of God" occurs that make the event unable to be held, all monies shall be returned to User. The Abbeville Historic Preservation Commission will not be liable for any equipment damaged in such an event.

Signatures

For the Licensee

Signature: _____

Type or Print Name: _____

Date: _____

Please make checks payable to *The Abbeville Historic Preservation Commission*. Include name of facility and date of the event on your check. Mail all checks and correspondence to:

The Abbeville Historic Preservation Commission
PO Box 164
Abbeville, SC 29620
Phone: (864) 366-0166
Fax: (864) 366-4028

For the User

Date

For the Owner

Date

Checklist of Grounds for Refund of Five Hundred Dollars (\$500)

1. On the day of the event, all flowers, programs, paper etc. and trash must be removed from the Mansion premises or sidewalks.
2. All equipment such as tents, chairs, tables, audio equipment, etc. must be removed from the Mansion premises within three days (3) of the event, depending on weather.
3. The Event Committee will inspect the premises for damages. If no damages are found and requirements in items 1 and 2 above have been met, the five hundred (\$500) deposit will be refunded within 30 days. However, if any expenses are incurred, they will be retained from the deposit.