

FACILITY RENTAL CONTRACT OF FERMATA CLUB

General Rules:

Rev. 04/06

1. Club members in good standing may reserve the Clubhouse twice a year for personal parties. A bona-fide personal party does not include the use of the Clubhouse for civic, fraternal, professional or other similar organizations. Any additional rentals that same year are double the identified member rental rate. Reservations for parties are made with the Club Manager. Members may reserve the facility 12 months prior to the event. Non-members may reserve the facility 6 months prior to the event. Members may sponsor use of the facility by non-members at half of the current non-member rate.
2. The maximum capacity is 180. It is the responsibility of the renter to insure that the maximum capacity limit is observed. The Club manager has the authority to end the party/gathering if the number is exceeded.
3. No smoking is allowed inside Fermata Club buildings.
4. Swimmers in wet bathing suits are not permitted on the hardwood floor area.
5. The clubhouse will be entered through the front door. There is an emergency exit at the rear of the building. (No blocking exits).
6. No pets allowed in the building, except Seeing Eye dogs.
7. All events must be scheduled by the Facility Manager. All groups must leave the premises by the agreed upon time. Unless otherwise arranged, rentals will end at 12:00 midnight. Times for all rentals begin when the property is decorated/prepared for the party and ends when the property is cleaned and personnel are ready to leave.
8. A non-refundable deposit of fifty percent (50%) of the rental fee is required at the time of the booking. The balances of rental fees and damage deposit are due 30 days before the event.
9. The Board of Directors or their agents approves rentals of the Clubhouse.
10. A member in whose name a reservation is made is responsible for any damage to Club property as a result of any activity for which the property was reserved. A damage deposit is required. This amount is \$100.00 or TBA.
11. Teenage or younger parties must be chaperoned by adults. Adult chaperones (over 21 years of age) are to be in continual attendance at such activities in the ratio of at least one adult for each fifteen minors.
12. The Club property is not to be defaced in any way for decorating purposes.

13. The Club is not responsible for personal property.
14. Any damage to property, vandalism or malicious mischief should be reported promptly to the Club Manager, or to any member of the Board of Directors.
15. No decorations or other items are to block any exit. Any items being delivered prior to the event must be scheduled and approved with the facility manager. All items brought into the building for the event must be removed at the end of the event unless prior arrangements have been made.
16. Parking allowed only in the parking lot on the premises. No parking in the fire lane in front of building. No parking on neighborhood streets.
17. Upon leaving the premises, renter should ensure that all doors, windows, and gates are closed and locked. If used at night, all lights (inside and outside) are to be turned off, except those designated for all night security lighting. The heat and attic fan should be turned off.
18. Items left at the club, not removed from the club or not claimed within two (2) weeks will be donated to appropriate agencies or discarded.
19. A post event check will be made to determine if the damage deposit is refundable in whole or in part. All food and alcohol will be removed from the facility at the end of the event. Personal items and equipment must be removed from the kitchen promptly. Damage deposit will be refunded provided there is no damage and all items and conditions are met.
20. An insurance rider must be provided prior to the event. The certificate of insurance must be in the amount of One Million dollars (\$1,000,000.00) and made out to Fermata Club and the Board of Directors as an additional insured. (MEMBERS EXCLUDED)
21. A business license must be obtained from the City of Aiken if any business activities will be conducted during the event. A copy of the license must be given to the Facility Manager before the key to the building will be given to the renter.
22. A temporary alcohol permit is required if alcohol will be sold or if alcohol will be furnished in the cost of other goods or services. Application for this permit may be obtained from the Department of Revenue on their website, www.sctax.org and must be approved by the Chief of Public Safety at least fifteen days prior to the event. A copy of the permit must be given to the Facility Manger before the key to the building will be given to the renter.

23. No one under 21 years of age will be served alcohol. The Club reserves the right to check ID's. If problems arise, the renter has the responsibility to close the bar. Food must be served with alcohol. Anyone showing signs of intoxication must not be allowed to drive a vehicle.
24. For ticketed events at which alcohol will be served, an Aiken Public Safety Officer must be present during the event. The cost and arrangement for the officer is the responsibility of the renter. A copy of this arrangement must be given to the Facility Manager before the key to the building will be given to the renter.
25. This agreement should be governed and interpreted in accordance with the laws of the state of South Carolina. The parties also agree that any oral agreement or representations made before the signing of this agreement, that are in conflict with the terms of this agreement are void and that this written agreement outlines the rights and responsibilities of the parties.

LIABILITY:

- a) Fermata Club shall not be liable for any personal injury or property damage to the individual or group or to any other occupant of any part of the property, regardless of how such injuries or damages were caused, whether from acts of the elements or acts of negligence.
- b) Fermata Club will not be held responsible for any loss by theft or otherwise by accident, fire, action of elements, or other cause, to machinery, equipment, paraphernalia, costumes, clothing, trunks, exhibit material, scenery, music, musical instruments and any and all property of the renter.
- c) Renter will be responsible for any damage to the building and equipment incident to the use of the facility. This is to include any damage which is incurred by any occupant of the facility while the building is being rented for an event.

INDEMNIFICATION:

- a) Renter shall defend, indemnify, and hold Fermata Club harmless from and against any claim, loss, expense, or damage to any person or property in or upon the demised premises or any area allocated to or used exclusively by the renter or its agents, employees, or advisees, or any other party arising out of renters' use or occupancy of the property of Fermata Club, or any act or neglect of renter or its servants, employees or agents, or any other party for any alteration made by the renter in the premises.

- b) If the Fermata Club pays any amount for property damage or personal injury resulting from renter's failure to observe or perform a covenant under this agreement, such amount, together with all costs, damages, and reasonable attorneys' fees, shall be considered an additional amount owed under this contract.

- c) The renter shall indemnify the Fermata Club against all liabilities, expenses, and losses incurred by the Fermata Club as a result of:
 - 1. Renter's failure to perform any of its obligations;
 - 2. Any acts, injury, or damage happening in or about the property or appurtenances;
 - 3. Failure to comply with any governmental requirements.

- d) Except for claims arising out of acts caused by the negligence of Fermata Club or its representatives, the renters shall indemnify and defend the Fermata Club and the rented property, at the renters expense, against all claims, expenses, and liabilities.

Title/Position:

Signature: _____ Date: _____

Address: _____

Phone No.: _____ Date: _____

Received by: _____ Date: _____

IF MEMBER SPONSORED EVENT:

AS A MEMBER OF THE FERMATA CLUB, I AGREE TO ATTEND THIS EVENT AND WILL BE RESPONSIBLE FOR ANY DAMAGES INCURRED BY GUESTS.

Member/Sponsor Signature: _____ Date: _____