701 Whaley St. Columbia, SC 29201 – Phone: (803) 771-0101 – Email: 701whaley@gmail.com

Lease/Contract Agreement

Rental Information – Please Print

TYPE of EVENT: _____

DATE: _____ **TIME of EVENT:** _____ **to** _____ **NUMBER of GUESTS:** _____

Please Check One: ____ **By Invitation Only** ____ **Selling Tickets** ____**Open to Public**

RENTER NAME: (or Bride/Groom if applicable) _____

PRIMARY PHONE: _____ **ADDITIONAL PHONE:** _____

EMAIL: _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP CODE:** _____

EVENT PLANNER (if different from Renter): _____

Planner Contact Email or Phone Number: _____

LEASED PREMISES: GRAND HALL: X GRANBY ROOM: __ OLYMPIA ROOM: __

BRIDAL ROOM/GREEN ROOM: __ MARKET: __ the Pool: __ COURTYARD: __

Lease Term: 10:00am to 12 midnight, Monday – Saturday & 12pm to 12 midnight on Sunday

ESTIMATED EVENT SET-UP TIME: _____ **to** _____

NOTE: While the rental time period ends at midnight, **all events located in the Olympia room must end by 11:30pm**, with the remaining time for cleanup. After initially opening the space, 701 Whaley personnel may not be on site once the event starts, but will be within a 15-minute range.

~How did you hear about 701 Whaley? _____

~I give 701 Whaley staff permission to photograph or record parts of my function and to use those photos or videos of participants, decorations, and activities in current or future marketing, promotions, advertising, and social media in appropriate and tasteful ways. Any material would of course be used after the event is completed. Circle **YES** or **NO**

This Lease is made and entered into between 701 Whaley, LLC (701) and _____ (Renter) for _____ (Event Date).

In consideration of the rent to be paid and the agreements contained herein, 701 hereby rents to Renter a portion of the property located at 701 Whaley Street, Columbia, South Carolina 29201.

1. **INDEMNITY:** Renter will indemnify and hold harmless 701 from any and all claims, actions, damages, liabilities, and expenses, including attorney's fees and other professional fees, in connection with the loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon or within Leased Premises. Further, by signing this Lease, the Renter agrees to indemnify and hold harmless 701 from any and all liability resulting from the Renter's use of the Leased Premises, including damage or liability caused by the Renter, their guests, agents, and employees.

2. **TERMINATION:** In the event the Leased Premises are damaged from fire, Act of God (i.e., tornado, flooding, etc.), or other casualty prior to the commencement of the Lease Term, either party may terminate this Lease. In no event shall 701 be obligated to repair or restore the Leased Premises. In the event the Lease is terminated pursuant to the terms of the Paragraph, 701 shall refund to Renter all sums paid.

3. **USE OF PREMISES:** Renter, Renter's guests, agents, servants, and employees shall use the Leased Premises **only**. Such use by Renter, Renter's guests, agents, servants, and employees must be only for lawful purposes. No part of the Leased Premises shall be used in any manner whatsoever for purpose in violation of the laws of the United States or of this State, County and/or City wherein the Leased Premises is located. Renter shall comply with all such laws, now in effect or hereafter passed during the term of this Lease insofar as the Leased Premises are concerned. Pets are not allowed in the Leased Premises without prior notification and permission. Children must be supervised at all times. Renter understands that there is an Art Center, Gallery, businesses, and other event spaces within the building and that there may be other events going on within other parts of the building during the time of the Renter's event. The 1st and 2nd floor can have entrances on opposite sides of the building, and in the event that there are specific concerns which need to be addressed, they can be handled in the Addendum to this contract.

4. **701'S RIGHT OF ENTRY:** 701 and/or 701's agents or employees may enter the Leased Premises at all hours to examine them, or to make repairs, additions or other work, and no compensation shall be asked or claim made by Renter by reason of any inconvenience resulting there from. 701 and/or 701's agents or employees may show the event spaces to persons wishing to rent them prior to or after the listed times of your event.

5. **REPAIRS AND ALTERATIONS:** Renter understands and acknowledges it will not attach anything to the **walls or ceiling** of the Leased Premises without **prior approval** from 701. Renter shall be responsible for all repairs and damages to the Leased Premised during the term of the Lease where such damages are caused or repairs necessitated by the Renter. Renter shall make

no alterations or additions to the Leased Premises without the written consent of 701. Renter shall be responsible for removal of any alteration made by the Renter at Renter's expense and restoration to original condition or the option of 701 to require alteration to be left intact without remuneration.

6. **SPECIFICALLY NON-PERMITTED ACTS:** The following things or acts shall not be permitted except with written permission of 701 prior to the date of the event and listed in the Addendum attached to this lease agreement. Amplified music is not allowed to continue past 11:30pm upstairs in the Olympia Room or in the Market and past 12:00 midnight downstairs. No cars or trucks are allowed to drive up on the brick pavers to load-in/load-out. The hallways must be kept clear of all event staging as they are common areas of the building. Candles are allowed with no exposed flames or possibility of leaving wax residue (they must be contained). Smoking is not permitted in the Leased Premises. Rice, glitter, candy sprinkles, and confetti are not permitted inside or outside of the Leased Premises. Birdseed is permitted outside of the Leased Premises only. Fog machines are not allowed underneath the Pool. **Renter (including Renter's florist, band, and other vendors) is responsible for removing all decorations, floral arrangements, & equipment placed upon the Leased Premises** prior to the expiration term of the lease (within the rental time period).

7. **ASSIGNMENT OF LEASE:** Renter may not assign this Lease or sublet all or any part of the Leased Premises, nor may this Lease be assigned or the Leased Premises sublet without the prior written consent of 701. Consent shall be at the sole discretion of 701.

8. **OUTSIDE CATERING & BARTENDING SERVICE:** *We suggest that the renter obtain a one day liquor liability insurance policy or hire a bartending service that has a liquor liability insurance policy.*

In the event the Renter uses a licensed catering service, Renter agrees to provide a third-party "Catering Agreement" and contract to 701 at least 30 days prior to the event for review and approval. All event arrangements and suppliers are subject to the approval of 701. The Renter is responsible for compliance of Caterer to 701's rules attached hereto this lease and shown as attachment – Caterer's Agreement. Caterer must provide liability insurance in the amount of One Million and no/100 dollars ($1,000,000.00), current business license and liquor licenses (if necessary) to 701, prior to the event. Caterer/Bartender/Renter is responsible for all event-generated trash from the event on the Leased Premises. Renter agrees to indemnify and hold harmless 701 for any acts by said third-party Caterer or his employees while on the Leased Premises. All Caterers must sign a catering contract for each event. Leased Premises are to be left clean and undamaged. **701 does not set-up or breakdown tables or chairs**. Set-up and breakdown of any equipment not owned by 701 is the responsibility of the Renter as well, unless prior arrangements have been made. If serving alcoholic beverages at private events, the Caterer and/or Bartending Service assumes all responsibility to ensure that all City and State laws regarding alcohol are adhered to. For public events where a cash bar, admission fee, or donation is taken at the door, Renter must supply 701 with a copy of an alcohol permit prior to the event. Caterer/Bartending Service will have access to Leased Premises during the rental time frame. Renter and Bartender

must sign “Bartending Agreement” attached hereto. If needed, a labor charge will be added (payable to 701) for service or management of outside equipment, which would include tables, chairs, or other rental items. 701 does not provide storage of equipment or goods and assumes no responsibility for loss or damage.

9. **SECURITY:** Renter understands that **no security is provided**. Depending on the type of event, security will be added **at the expense of the Renter** (if deemed necessary by 701), but Renter will be notified of this cost. In the event the Renter does not want to move forward with the additional security costs, the Deposit will be returned and this contract shall be null and void.

10. **ATTORNEY'S FEES:** Renter shall pay all costs, expenses and attorney's fees that may be incurred by 701 in enforcing the covenants and agreements in this Lease.

11. **ENTIRE AGREEMENT:** This Lease contains the entire agreement between the parties hereto and may not be modified in any other manner than by agreement in writing signed by all parties hereto, or their successors-in-interest.

12. **TERMS:** Renter shall have access to the Property **no earlier than 10:00am (noon on Sunday)** for set-up unless otherwise agreed to in the Addendum or with written permission from 701. Any items not removed the night of, whether personal or from a rental company must be removed from the Property between 8:00am and 10:00am the following morning unless agreed to and listed in the Addendum. These considerations are determined the week of your event by other events scheduled on the day prior to or the day after your event.

13. **FORCE MAJEURE:** If either party is delayed or hindered in or prevented from performing any term, covenant or act required hereunder by reasons of an epidemic or pandemic closure of 701 Whaley by an authorized government order, then the performance of that term, covenant or act is excused for the period of the delay and the party delayed shall be entitled to perform such term, covenant or act within an appropriate time period after the expiration of the period of such delay on an available date and time identified by 701 Whaley after consultation with Renter. Nothing in this Section, however, shall excuse Renter from the prompt payment of any Rent or other financial obligation for the Event.

Costs: Renter shall pay to 701, the following:

A. $ 4,800 shall be paid by the Renter to 701 for the rental of the Leased Premises.

B. $ 1,200 deposit representing 25% of the above **or** $500.00, **whichever is greater**, shall be paid by Renter to 701 (unless event is already less than 30 days away in which case payment must be **paid in full**). This deposit must be made to secure your date. This is a **non-refundable and non-transferrable security deposit** for the full & faithful performance by Renter of the terms and conditions of this Lease. This deposit along with your signed contract secures your date at 701 (provided that all other conditions of this contract are met). **Please make checks payable to *701 Whaley, LLC*.**

C. $ 0.00 for 4 eight-foot banquet tables, 2 six-foot banquet tables, 10 60-inch round tables, 5 30-inch bar-height tables, and 100 Chiavari chairs provided by 701.

D. $ 0.00 for security performed by off-duty police officers, if deemed necessary by 701 or if previously requested by Renter. You will be billed out at $60.00 per hour with a four (4) hour minimum for two (2) required officers. If the Renter would like to have this security service provided, they may submit a request to 701 and must pay the additional fees.

E. $ 0.00 for valet services (if required by 701 Whaley).

F. $ 3,600 total balance due to 701 at least **30 days prior** to the event. (A – B + C + D + E)

G. $ 0.00 **as a separate check** and determined by 701, will be required as a security deposit against any damages caused by the Renter. Renter shall be notified the night of or the next morning of any damage. Provided no damage other than normal wear is found, the check will be destroyed or returned to renter.

The failure of Renter to pay to 701 the sum required pursuant to this agreement shall constitute a default under this Lease and it shall be null and void.

*** Your reservation at 701 will be secured upon receipt of this signed lease/contract, accompanied by your non-refundable and non-transferrable deposit. The deposit will be credited toward the rental fee if all contractual stipulations are met by the Renter for this date.** _____ (Please initial)

****If cancellation of event occurs 30 days or less before event, all payments made above the non-refundable deposit are also non-refundable.** _____ (Please initial)

*****I understand security for my event is not provided, but that I can request security and pay for the additional fees if desired.** (Please initial one of the following statements).

+I want to request security _____ **(or) +I do not want to request security for my event** _____

Renter's Signature: _____ **Date:** _____

Print Renter's Name: _____

By: _____ for 701 Whaley, LLC _____ (Date)

Contract Summary Agreement (Due 30 Days Before Event)

I understand the rules within my rental contract and agree to adhere to all policies and procedures listed.

I understand there must be a single designated contact person for my event who will oversee and ensure that all contractual obligations are met. That person will be given a checklist to complete at the end of the event. These requirements include:

1. Ensuring all 701 provided tables are broken down and returned to their storage area as they were at the start of my event set-up.
2. Ensuring all 701 provided chairs are stacked neatly on their storage cart (black folding chairs) and/or stacked against the wall (Chiavari or Bentwood chairs) in the event space as they were at the start of my event set-up.
3. Ensuring all trash generated from my event (including trash from decorators, caterers, and bar-tenders) has been removed from the building and put within the dumpster. All boxes are broken down and put in the recycling bins. All venue trash cans should be returned to the catering room after trash disposal.
4. Ensuring all rental items secured from outside vendors are broken down and left in a designated area for pick-up that night or at the pre-determined time approved by 701 Whaley management.
5. Ensure all decor brought in for the event has been removed from the premises.
6. Ensure all guests have left the premises no later than midnight.

*****My Designated Event Contact Person is:**

Name (**and** Company Name if applicable): _____

Contact Phone #: _____

Contact Email: _____

I understand that at the venue's discretion, I will be required to provide a $1,000.00 check as a Good Faith payment (to be held by 701 Whaley until after my event) to ensure I fulfill all provisions of this contract.

_____ _____

Renter Signature Date

Addendum to Contract

If there are any questions answered and agreed upon, but not addressed in the contract above, please list below:

_____

_____

_____

_____

_____

_____

_____ _____

Renter Date

_____ _____

701 Whaley, LLC Date

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Caterer's Agreement

Catering Agreement is due to 701 Whaley, LLC (701) at least 30 days prior to the event. Note - Renter is responsible for collecting this agreement from the catering service and returning it to 701.

_____ (Caterer), has been retained by _____, (Renter) to provide catering services at 701 on _____ (Event Date).

During the term of the rental and the use of 701, my staff and I will follow the guidelines as outlined in this document. Caterer will provide 701 with the following at least 30 days prior to the event:

- **Proof of Liability Insurance in the amount of one million dollars**
- **Caterer's business license**
- **Alcohol Permit, Bartending Agreement and Bartending documents (if Caterer is contracted to provide bar service for the event)**
- **Signed and completed Caterer's Agreement**

Leased premises are to be left clean and undamaged. Caterer agrees to clean up all areas used during the event, including the staging area and all of its equipment to include:

- Kitchen and hallway floors are swept clean of any debris
- Area used for event is free of trash and debris
- All equipment used for event is clean
- All equipment is turned off
- All surfaces are clean
- Sink and drain board are clean
- Any rental equipment ordered by Caterer is removed from 701
- Any and all trashcans are emptied. 701 will provide trashcans and liners, but the Caterer is responsible for moving trashcans to the desired location for the event and then moving them back into the catering area at the end of the event.

- All trash generated by the event is removed from 701's premises (which means either taken away from 701 or placed in the 701 dumpster).
- All of Caterer's equipment is removed at the conclusion of the event.

Caterer is solely responsible for table and chair set-up. Caterer is solely responsible for rental equipment shortages ordered by Caterer and Renter. See CONTRACT FOR EXCLUSIONS AND REGULATIONS.

All alcohol service must follow the State regulations for alcohol service and consumption. No bars can be unattended. No minors can be served alcohol and non-alcoholic beverages must be available. No person may leave the premises with an alcoholic beverage or open container. All alcohol must be removed from 701 premises at the conclusion of this event.

701 staff must approve all set-up times. The Caterer must work within the contracted lease/access times and boundaries unless arrangements are made ahead of time.

Any costs to 701 resulting from failure of the Caterer to meet the terms of this agreement will also be billed to the Renter. These costs include clean-up, labor and repair, replacement of damaged or missing material and equipment.

As the event Caterer, I have read the rules and regulations, reviewed the catering contract and agree to comply.

Signature of Caterer_____ Date _____

Caterer's Contact Phone Number: _____

Signature of Renter _____ Date _____

Acceptance by 701 Whaley _____ Date _____

Please mail or email a copy of the signed and completed Caterer's form and other documents listed above to 701 at least 30 days prior to the event date.

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Bartending Agreement

Bartending Agreement is due to 701 Whaley, LLC (701) at least 30 days prior to the event. Note - Renter is responsible for collecting this agreement from the bartending service and returning it to 701.

_____ (Bartending Service), has been retained by _____ (Renter) to provide Bartending Services at 701 on _____ (Event Date).

During the term of the rental & the use of 701, my staff & I will follow the guidelines as outlined in this document.

Information for Bartending Services

All alcohol service must follow the State regulations for alcohol service and consumption. No bars can be unattended. No minors can be served alcohol and non-alcoholic beverages must be available. No person may leave the premises with an alcoholic beverage or open container. All alcohol must be removed from 701 premises at the conclusion of the event.

Bartending Service will provide to Renter, and Renter will in turn provide to 701, documents showing the Bartending Service's **insurance coverage** in the amount of at least one million dollars, Bartending Service's **business license**, & any **alcohol permit** needed prior to the event.

Responsibilities of Bartending Service

- Removal of all trash during and after any event
- All necessary bar equipment, all glassware, napkins, cups, mixers, tables for bars, linens for bars, etc. are to be provided by Bartending Service or Renter.
- Any costs to 701 resulting from Bartending Service failure to meet the terms of this agreement will be billed to the Renter. These costs include clean up, labor and repair, and replacement of damaged and/or missing material or equipment.

I have read this information and agree to comply with it.

Signature of Bartending Service: _____ Date: _____

Bartender's Contact Phone Number: _____

Signature of Renter: _____ Date: _____

Please mail or email a copy of the signed and completed bartending form and other documents listed above to 701 at least 30 days prior to the event date.