

Delta House, Incorporated
Application for Use of Delta Life Development Center (DLDC)
Name of Organization or Individual Leasing Facility:

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Cell Phone: _____

Type of Activity to be held:

Time to begin Activity: _____ Time to end Activity: _____

Date of Activity: _____ Number of persons attending: _____

Name of Caterer: _____

Business Phone: _____

Please Note: Signature below indicates you have read and understand the **DLDC Use and Fee Statement**.

Signature: _____ Date: _____

For Office Use Only

Request Processed by _____

Deposit Received by _____

Date _____ Amount \$ _____

Deposit Receipt Number _____

Rental Payment Received by _____

Date _____ Amount \$ _____

Rental Receipt Number _____ Date _____

DELTA HOUSE, INCORPORATED

5307 Fairfield Road

Columbia, South Carolina 29203

Rental Agreement

This agreement relates to the rental of the Delta Life Development Center (DLDC), located at 5307 Fairfield Road, Columbia, SC 29203, which is owned by Delta House, Inc. (hereinafter referred to as "Lessor"). The Delta Life Development Center is available for rental seven (7) days a week from 8:00 AM until 1:00 AM. The facility is available for meetings, private picnics, closed parties, dances, weddings and receptions.

The facility capacities as set forth by the Fire Marshall are Reception/Standing 250, Seated/Theater-200 and Banquet 95. Rental of the facility includes the restrooms, the parking lot, the kitchen, fourteen 6ft tables, six 8ft tables and 180 chairs.

Application and Deposit

The organization or individual renting the facility (hereinafter referred to as "Lessee") must submit an application and pay a \$100.00 or more deposit to reserve the facility. The DLDC is not reserved until the deposit has been paid. The Lessee must be at least twenty-one (21) years of age.

The deposit is not part of the rental fee. It is held as a security deposit and will be refunded within thirty (30) days after the use of the facility provided there are no damages to the facility and no additional cleaning is required. The security deposit is not refundable if the event is cancelled.

Rental Fee Payment

The full rental fee is due thirty (30) days before the event. If the full rental fee is not paid 30 days before the rental date, the Lessor reserves the right to cancel the rental or impose a late fee of \$50.00. All fees must be paid in cash, money order, or certified check. Personal checks are accepted only 30 days before the event.

Rate: \$400.00 for a maximum of four (4) hours or \$600.00 for a maximum of eight (8) hours including setup and cleanup time. All rentals must end by 1:00 am or an additional \$100.00 per hour will be due.

Cancellation Policy

Any cancellations by the Lessee must be in writing. The Lessee agrees that should it cancel this agreement altogether, liquidated damage fees, in addition to the forfeiture of the security deposit, shall be paid to the Lessor by the Lessee. The following schedule represents a reasonable effort on behalf of Lessor to establish its actual damages for such cancellation:

- If the cancellation occurs in writing more than 30 days before the rental date, the Lessee shall be entitled to a refund of 50% of any monies paid.
- If the cancellation occurs in writing 30 -21 days before the rental date, the Lessee shall be entitled to a refund of 25% of any monies paid.
- If the cancellation occurs in writing 20-11 days before the rental date, the Lessee shall be entitled to a refund of 10% of any monies paid.
- If the cancellation occurs in writing 10 days or less before the rental date, the Lessee is not entitled to a refund.

Security

The Lessor encourages all Lessees to obtain security for evening events, but the expenses for such security will be the responsibility of the Lessee sponsoring the event.

Rental Time

The time of use for the Lessee must run consecutively. Clean up (outlined below) and set-up shall be done within the hours rented. No early admittance or next day cleanup will be allowed. Refunds will not be given for hours not used. Lessee will be charged, or a reduction in the security deposit will occur, if the Lessee accesses the DLDC outside of the rental time.

Clean Up

The Lessee is responsible for cleaning the kitchen area and must remove all catering materials, including leftover food, meeting materials, and decorations. The Lessee also must ensure that spills on the floors in the DLDC are cleaned up and vacuumed, wipe off all tables, empty all trash container(s) and place the trash in the outside garbage container(s). Additionally, the Lessee must stack all chairs in groups of four and place them along the walls of multipurpose room. The Lessor will provide trash container(s) and trash bag(s). *The Lessee must return the Facility to the original state as it existed at the beginning of the rental period. Lessor is not responsible for any items left on the premises.*

Decorations

Decorations cannot be attached or affixed to the walls or doors. Decorations must not pose a fire or safety hazard. Votive, tea lights and any other candles with glass covered sides are permitted. Taper candles or open flames are not permitted in the DLDC. The Lessor reserves the right to disapprove any decoration that may damage the facility or pose a fire or safety hazard. The Lessee is totally responsible for all table coverings and any other decorations that may be used. Loose glitter, birdseed, bubbles, or sparklers are not allowed in the DLDC.

Kitchen

The kitchen facility is not a commercial kitchen and is not adequate for full meal preparation. However, a stove, microwave and a refrigerator are available for the Lessee's use during the rental period. The Lessee is responsible for providing all meal preparation and serving hardware. The Lessor has no responsibility for food preparation or beverage service during any event.

Caterer

The Lessor reserves the right to approve or disapprove the caterer named by the Lessee. The Lessee must notify the Lessor if the caterer changes and provide to the Lessor the contact information of the new caterer.

Maintenance

It is expected that the Lessee will inform the Lessor of any item that is inoperable, out of place or needs to be removed.

Acts of God

Acts of God that cause any failure of performance shall not be the responsibility of either party, and in such case the Delta House, Inc. will make every effort to reschedule, the Lessor will refund the rental amount minus the deposit.

Non-profit Organization

Non-profit organizations must provide a copy of their 501(c) (3) status in order to receive the discounted rental rate.

Subletting of Facility Space

The Lessee may not sublet their approved allocated date and time.

Ticket Sales

Any Lessee seeking to use the DLDC for an event involving an admission charge for profit must be approved by Lessor. Use of the Lessor's name, logo, or likeness or of the image of the DLDC or its likeness to promote, advertise or sell tickets to an event (other than as the location of the event) is prohibited.

Fundraising

Any organization seeking to use the DLDC for an event involving an admission charge for fundraising must be approved by the Lessor. Raffles and live and silent auctions are permitted only where the good and services being sold are donations to the Lessee to support the Lessee's not-for-profit activities.

Fundraising for political parties, political action committees, and individual candidates are allowed. However, signage outside or inside the building are absolutely prohibited.

Advertisements, Publications, News Releases

All advertisements, publications and news releases, and any other written materials made available to the public or media regarding the event must first be approved by the Lessor. The use of the Lessor's logo or name in connection with the event may be granted in writing by the Lessor, but no changes may be made to the logo.

Invitations and Printed Materials

Invitations for the Event may not use the name of the Lessor. Lessee may not use the name or logo of the Lessor or a picture or likeness of the DLDC to promote any event. The content of all written materials relating to the event must be submitted to the Lessor for review and approval before printing. Any violation of this provision can result in cancellation of the Event.

Media/Press

Press conferences may not be held in the DLDC or on its premises without the prior written approval of the Lessor.

Prohibition

The Lessee agrees to comply with all laws, ordinances, and regulations governing its activities while on the premises. The Lessee understands and agrees that tobacco use of any kind, possession of illicit drugs or weapons, and any act punishable by law is strictly prohibited inside the DLDC or on the DLDC property. The Lessee does not encourage the use of alcohol in the premises. However, if the Lessee serves alcohol, the Lessee must obtain a limited special occasion liquor license from the city and submit a copy of the license to the Lessor at the time of final payment and no later than 30 days prior to the event. If the Lessee fails to obtain said license, the lessee is prohibited from serving alcohol at the event. There can be no resale of alcohol. In addition, the consumption of alcohol outside of the DLDC is prohibited and the consumption of alcohol by anyone under the age of 21 inside or outside of the DLDC is prohibited. The Lessee understands and agrees that any violation of this paragraph by Lessee or anyone shall constitute grounds for immediate termination of this rental agreement and shall subject the Lessee to immediate removal from the premises. In the event of a cancellation due a violation of this paragraph, Lessee understands and agrees that the Lessor will not refund the rental fee or security deposit.

Liability Clause

The Lessee shall be responsible for the supervision and control of its agents, employees, guests, and contractors, and their activities on the DLDC premises. The Lessee hereby agrees to fully indemnify and hold harmless, assume liability for and defend, the Lessor or Lessor's officers or

directors or agents from and against any and all actions, claims, liabilities, assertions, losses, costs and expenses, which in any manner arise or are alleged to have arisen from the acts, omissions or wrongful conduct of the Lessee, including those caused by fire, theft, flood, vandalism, negligence, or any other cause, in connection with the Lessee's use, operations, activities, or occupancy of the DLDC premises.

Insurance

If the Lessee serves alcohol at the Event, in addition to obtaining the limited special occasion liquor license, Lessee agrees to execute and deliver to Lessor evidence that it has fully insured itself, its officers, directors, employees, agents, third parties and external vendors engaged by Lessee and presenters, as follows:

1. A Special Event Insurance policy with a combined single limit of one million dollars (\$1,000,000) bodily injury and property damage, and one million dollars (\$1,000,000) limit for personal injury.
2. The Special Event Insurance policy shall include a waiver or subrogation against the Lessor and any entity or person affiliated with the Lessor.
3. All policies shall name the Lessor as an additional insured with respect to any claim or causes of action that may arise out of the Event.

4. Upon execution of this contract or not less than fourteen (14) days prior to the Event, Lessee shall provide the Lessor a Certificate of Insurance evidencing such coverage. The Lessee or its agents shall not enter the facility until proof of the required insurance coverage is provided. The obtaining of insurance or the furnishing of evidence of insurance by Lessee as provided in this section shall not in any way relieve Lessee from any obligations, liabilities, assumptions, responsibilities or the contractual duties referred to in this Agreement, regardless of the coverages mentioned in such insurance or the terms of the policy or policies involved.

Remittance

The Application for Use of Delta Life Development Center ("Application"), Rental Agreement, and Facility and Use Fee Statement (collectively, "Application Materials") constitute one agreement and must be received to secure the requested facility rental. The Application Materials should be mailed to address listed below along with a one hundred dollar (\$100.00) deposit.

Make checks payable to: **Delta House, Incorporated**

The Rental Agreement, application and deposit fee should be mailed to:

Delta House, Incorporated

P.O. Box 30546

Columbia, SC 29230-0546

For questions about remittance of documents and funds, please call 803.995.5306 or our Property Manager at 803.917.1583.

Attorney Fees

The Lessee agrees to pay any attorney fees incurred by the Lessor in the event an attorney is hired to enforce any provision of this agreement or if the Lessor is forced to defend an action attributed in any such way to Lessee or Rental Agreement.

Choice of Law and Forum Selection

This agreement shall be construed according to the laws of the State of South Carolina and all disputes related to it shall be resolved in the State Court of South Carolina.

Entire Agreement

This Agreement represents the entire agreement between the Parties. There are no promises, inducements, representations, or warranties not expressly stated herein. This Agreement may not be modified except by written instrument signed by all of the Parties hereto. This Agreement supersedes any prior understandings or written or oral agreements between the Parties respecting the Receivables, or the rights and obligations of the Parties hereto. This Agreement may be executed in counterparts.

In accordance with CDC guidelines and state/local regulations, fully vaccinated individuals are no longer required to wear face covering in most public places. However, we ask those who are not fully vaccinated to social distance and wear a face covering while visiting the Delta Life Development Center. Delta House, Incorporated cannot guarantee that this facility is COVID-free. If you enter, you acknowledge the personal risk.

**The remainder of this page is intentionally left blank.
Signature page follows.**

Acknowledgement

This Rental Agreement is entered into

This _____ day of _____, 20_____

Organizational Lessee:

Organization's Name:

By: _____
(Printed Name)

Its: _____
(Office or Title)

Signature: _____

Individual Lessee:

Printed Name:

Signature: _____

By: Delta House, Incorporated (Lessor)

By: _____
(Printed Name)

Its: _____
(Office or Title)

Signature: _____