



**Pavilion Location: 716 Prestwood Drive**

Office Location: 701 W. Washington Street Hartsville, SC 29550  
 Office Phone: 843-339-2878  
 Fax : 843-383-3021  
 Email: beth.tripp@hartsvillesc.gov

Applicant:  City Resident  Non-City Resident

Street Address: \_\_\_\_\_ Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone (home) \_\_\_\_\_ (work) \_\_\_\_\_ (cell) \_\_\_\_\_

Email: \_\_\_\_\_

The Pavilion is available for rent during the hours of 8 a.m. to 12:00 a.m. (midnight) daily.

Event Day: \_\_\_\_\_ Event Date: \_\_\_\_\_

Open time: \_\_\_\_\_ Closing Time: \_\_\_\_\_

Caterer: \_\_\_\_\_ Phone: \_\_\_\_\_

Caterer's City of Hartsville Business License Number: \_\_\_\_\_

Rental Fee: \$ \_\_\_\_\_

Deposit: \$ \_\_\_\_\_

Extra Fees: \$ \_\_\_\_\_

Total Due: \$ \_\_\_\_\_

Make check or money order payable to: **City of Hartsville**

In signing this contact, Applicant acknowledges receipt of a copy of the Lawton Park Pavilion's Rules and Regulations and agrees to carefully read and follow all Rules and Regulations. Applicant is fully responsible for assuring that all attendees at Applicant's event will follow the Rules and Regulations. Applicant agrees to adhere to all conditions of this contract.

Applicant Signature \_\_\_\_\_ Date \_\_\_\_\_

Parks & Leisure Services Representative Signature \_\_\_\_\_ Date \_\_\_\_\_

----- FOR OFFICE USE ONLY -----

Payment \$	Payment \$	Payment \$
Receipt #	Receipt #	Receipt #
Date:	Date:	Date:
Amount due \$	By:	By:

The City of Hartsville welcomes you and your party to The Pavilion at Lawton Park, a tobacco free facility. Hereafter, referred to as "The Pavilion". The following conditions and terms apply in the use of this facility.

**General Functions:** Birthday/anniversary parties, weddings, receptions, rehearsals, group meetings, non-fee training sessions, etc.

**Half Day (4) hours:**\$150

**Full Day (8) hours:**

City of Hartsville residents: \$300 + \$200 security deposit

Non-City residents: \$600 + \$200 security deposit

City Employees: \$200

Any function lasting more than eight (8) hours will be considered a full day and the above referenced fees will be doubled.

**Business Functions:** charging admission, taking donations, or may in some way profit from the event:

In-City business: \$500 + \$200 security deposit

Non-City business: \$1,000 + \$200 security deposit

The above fees allow the use of The Pavilion for up to eight (8) hours. Set-up and break-down of the event must occur between the scheduled times of your event. Once building is opened it must be supervised for entire event by the renter.

**Special fees for Wedding Rehearsals:** If an Applicant has reserved The Pavilion for a wedding and/or reception, the same Applicant may also reserve The Pavilion for a wedding rehearsal party on a different day at a reduced cost of \$150 for (4) hours, provided that it has not been previously reserved for some other event. However, if The Pavilion is reserved for a wedding rehearsal party only and the same applicant HAS NOT also reserved The Pavilion for the related wedding and/or reception, the full rate fees will apply.

**Special Exceptions:** Fees for governmental functions, non-profit and charitable (501-C3) certified organizations may be waived or set at the discretion of the City Manager.

**Deposit:** To secure a reservation, the Applicant must pay ½ of the total rental fee. The total rental fee includes the building rental and security deposit. This is a prerequisite for making a reservation. The balance is due, in full, at least two full weeks prior to the scheduled event.

**Security Deposit:** \$200.00 which is refundable if the facility is left clean and hours on the contract are strictly followed.

**Alcohol:** May be served in the Pavilion with the purchase of a Tenant User Liquor Liability Insurance Policy. Alcohol cannot be sold at The Pavilion. Removal of cans and bottles is the Applicant's responsibility. No alcohol is allowed outdoors in the park area.

**Set-Up:** Serving and dining tables will be arranged as per request of the Applicant as required for the event and appropriate to The Pavilion facility. The Applicant is required to complete a set-up diagram with The Pavilion Coordinator **NOT LATER** than 2 weeks prior to the scheduled event. Failure to do so will result in The Pavilion being set-up by according to a generic floor plan. Any major realignment of the interior furniture must be approved by The Pavilion Coordinator.

Upholstered furniture, carpets, tables, lamps, pictures may not be disturbed after the plans are set. There is a \$50.00 fee if this regulation is not respected. This fee will be deducted from the security deposit.

**Cleanup:** Food, garbage and recyclables must be placed in the appropriate containers. The kitchen area and appliances must also be cleaned when used. **Cleanup process must be completed and ready for inspection by 12:00 am midnight. NO EXCEPTIONS.**

Floors must be cleaned (brooms and dust mops are provided). Floors do not have to be wet-mopped unless food, beverages, etc. are spilled or mud is present. Get approval of The Pavilion Coordinator before doing any wet-mopping.

Bathrooms are to be cleaned and left in a presentable manner.

The Applicant is responsible for policing and removing any litter within Lawton Park, including outside areas of Lawton Park following the Applicant's event. Birdseed is the only substance allowed and may only be thrown outside of the building.

If it is necessary for the City of Hartsville to provide staff to take care of any cleanup that is the responsibility of the Applicant, a charge of the hourly wage of the employee(s) required will be assessed. This fee will be charged to the Applicant or retained from the security deposit.

**Cancellations:** Failure to notify the Pavilion Coordinator of the cancellation in writing, within 30-days of your event, will result in the loss of the rental deposit. The \$200.00 security deposit will be refunded.

**Catering:** Any caterer providing services for a function at The Pavilion must possess a current City of Hartsville business license to provide catering services. A copy of the business license must be provided to the Pavilion Coordinator 2 weeks prior to the rental date. Rental of The Pavilion may include the service kitchen as well as use of the appliances including the ice machine, however, the City of Hartsville does **NOT** supply or provide plates, utensils, linens, tablecloths, or other preparation materials. The Applicant is responsible for preparation and cleanup of the service kitchen.

**Capacity:** The City of Hartsville fire code capacity limit is 120 people, no exceptions.

**EQUIPMENT: The following items are available for use at The Pavilion:**

**Banquet chairs: 120**

**60" diameter round tables: 15 (seats 8 people)**

**Serving tables: 4**

**The Pavilion tables and chairs may not be used outside the facility.**

Ceiling-mounted LCD Projector and wall-mounted screen – available for a \$100 per day charge. (Laptop is not furnished).

**Miscellaneous:** Events held on City property will not discriminate on the basis of race, religion, color, national origin, sex, disability, or age. Only removable tape can be put on walls. **ABSOLUTELY NO TACKS, STAPLES OR NAILS ARE ALLOWED.**

Dancing is permitted with the exception of clogging and tap dancing which are **NOT** permitted.

**Tobacco use of any kind is prohibited inside and outside The Pavilion, including the balcony and porch areas. (City of Hartsville policy #GA-13).**

The City reserves the right to limit the sound amplification equipment.

There may be a Host on duty to assist during the opening and closing of The Pavilion. The Host is not there to serve, move furniture, or to clean up after the event, etc.

Parking allowed only in designated areas. No parking between the road and iron fence.

As the Applicant, you assume full responsibility for the entire facility, caterers, band, etc., and the responsibilities that apply to each.

**Damage Deposit Required:** The City of Hartsville will inspect the facility and equipment before and after each event. Failure to comply with rules or regulations may result in forfeiture of all or a portion of the \$200.00 security deposit. Contact the Host at least one (1) hour prior to inspection time. The applicant is responsible for any damage occurring to The Pavilion facility, grounds, or equipment. The \$200.00 security deposit may be used to satisfy such damages. Additional charges will be assessed when needed to satisfy repair costs exceeding the deposit amount. The \$200.00 security deposit will be refunded by the City of Hartsville if the facility is left in satisfactory condition after the facility has been inspected. Deposits will be mailed to the applicant within 15 working days.

**Applicant's Liability & Applicant's Indemnification of City:** The City of Hartsville accepts no responsibility for injuries on the Lawton Park facilities or premises unless directly caused by negligence by the City. Applicant assumes all risks, known and unknown, for any and all losses or damages to Applicant, its agents, employees and subcontractors, as well as to anyone else, which arise from Applicant's use of Lawton Park and/or its equipment, facilities and grounds, before, during and after applicant's said event, including liabilities arising from the actions of Applicant, its employees, agents, volunteers, assistants, caterers, band members, etc. Applicant further agrees to fully indemnify the city and to hold the City harmless from any and all such claims, including costs and attorney fees incurred by the City, and regardless of whether the City is sought to be held liable, jointly or severally, and regardless of whether the City if found to be legally liable, jointly or severally, for any such claims.

The applicant is required to provide a certificate of general/property liability insurance through their personal carrier, or through the Tenant User Liability Insurance Program, for one million (\$1,000,000) dollars and workers compensation with statutory limits. The City of Hartsville must be named as additional insured on applicable liability coverages. Applicant must purchase a policy with the Tenant User Liability Insurance Program when serving alcohol 803-354-4752 or ([www.ebi-ins.com/tulip](http://www.ebi-ins.com/tulip)).

**Applicant's Liability for casualty losses and damages to Lawton Park Pavilion:** Applicant agrees to be, and shall be, fully responsible to the City for any damages or losses occurring to the Lawton Park Pavilion, its furnishings and equipment, before, during or after the said event.

**Applicant Not City's employee or Agent:** It is fully understood and agreed by the Applicant that all pertinent times, and for the duration of this contract, the Applicant is, and shall always be considered to be, an independent party or entity from the City, and the Applicant shall not be, not be considered to be, in an employer-employee relationship with the City or in any form of agency relationship with the City.

I have read, understood and agree to abide by the terms of this contract.

Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_