

**Application**

Today's Date: \_\_\_\_\_ Applicant: \_\_\_\_\_

Event Date(s): \_\_\_\_\_ Event Start Time: \_\_\_\_\_ Event End Time: \_\_\_\_\_

\*Rentals are available between the hours of 8 a.m. – 12 a.m. (midnight) daily. Set up and break down of the event must occur between the scheduled times of your event rental.

**Contact Information** (This person should be reachable the day of the event)

Name: \_\_\_\_\_ Email Address: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell: \_\_\_\_\_

**Event Description:**

\_\_\_\_\_  
\_\_\_\_\_

**Do you plan to use the provided LCD Projector and Screen?** \_\_\_ Yes \_\_\_ No

**Caterer Information (if applicable):**

Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

**Fees:**

Rental Type	Rate
Per Hour Rental	\$150
Weekend Full Day (8 Hours) Rental	\$800
Weekday Full Day (8 Hours) Rental	\$500

\*A Security Deposit of \$200 will be assessed for all rentals.

Weekend Events are events that occur anytime between Friday at 8:00 a.m. – Sunday at 11:59 p.m.

Weekday Events are events that occur anytime between Monday at 8:00 a.m. – Thursday at 11:59 p.m.

Rental Fee: \_\_\_\_\_ Deposit: \_\_\_\_\_ Extra Fees: \_\_\_\_\_ Total Due: \_\_\_\_\_

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

Payment \$	Payment \$	Deposit Paid \$	
Receipt #	Receipt #	Deposit Returned \$	
Date:	Date:	Date:	Initials:
Amount due \$	By:	Insurance Certificate Attached:	

## Rules and Regulations

The City of Hartsville and Staff of the Special Events Office welcome you and your party to the Lawton Park Pavilion facility. The following conditions and terms apply in the use of our facility. Feel free to reach out to us with any questions you may have about booking your next event in our facilities!

**Location:** Lawton Park is located at 716 Prestwood Drive, Hartsville, SC 29550

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

**Capacity:** The City of Hartsville fire Code Capacity limit is 150 people in the entire facility.

**Building Includes:** 15 60" Round Tables, 120 Chairs, 4 6' Rectangular Tables, 1 8' Rectangular Table, Prep Kitchen, Bridal Suite, and other Amenities as available.

**Deposit:** The total rental fee includes the base building rental fee plus a \$200 security deposit. The \$200.00 security deposit will be required to secure the date. This security deposit is refundable if the facility is left clean and hours on the contract are strictly followed. The balance is due, in full, at least two full weeks prior to the scheduled event.

**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 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 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 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.

**Cancellations:** Failure to notify the Special Events Coordinator of the cancellation in writing by 45-days before your event, will result in the loss of the rental deposit. The \$200.00 security deposit will not be refunded.

**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 Special Events Coordinator NO LATER than 2 weeks prior to the scheduled event. Failure to do so will result in The Pavilion being set-up according to a generic floor plan. Any major realignment of the interior furniture must be approved by the Special Events 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:** Cleanup process must be completed and ready for inspection at the closing time listed on the contract. NO EXCEPTIONS.

Food, garbage, and recyclables must be removed from the facility and placed in the appropriate containers. The kitchen area and appliances must also be cleaned when used.

Floors must be cleaned of major food and/or debris (brooms and dust mops are provided). Floors do not have to be wet-mopped unless food, beverages, etc. are spilled or mud is present

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

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.

**Catering:** Any caterer providing services for a function at The Pavilion must possess a current City of Hartsville business license to provide catering services. The Special Events Coordinator will check business license status with the Business Navigator. 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.

**Miscellaneous:**

Events held on City property will not discriminate on the basis of race, religion, color, national origin, sex, disability, sexual orientation, or age.

ABSOLUTELY NO OPEN FLAMES, TACKS, STAPLES, REMOVABLE TAPE, OR NAILS ARE ALLOWED.

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

Ceiling-mounted LCD Projector and wall-mounted screen are available if arrangements have been made prior with the Special Events Coordinator. (Laptop and sound equipment are not furnished).

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

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.

**Unforeseen Circumstances:** Applicant fully understands and agrees that The Pavilion shall not be responsible or held liable in the event of illness, hospitalization, auto accident, transportation breakdown/disruption, traffic difficulties, acts of God such as hurricanes or inclement weather or other unforeseen incapacitation or other cause of non-arrival on the day of the wedding. In any event, The Pavilion, his/her agents and assigns shall NOT be held liable for any malfunction of mechanical equipment preventing use during the event.

**Applicant's Liability & Applicant's Indemnification of City:** The City of Hartsville accepts no responsibility for injuries on The Pavilion 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 The Pavilion 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 and hold harmless the City of Hartsville, its officers, employees, and insurers from and against all liability, claims, including costs and attorney fees incurred by the City, demands, which are incurred, made, or brought by any person or entity, on account of damage, loss, or injury, including without limitation claims arising from property loss or damage, bodily injury, personal injury, sickness, disease, death, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with the use of the facilities, whether any such liability, claims, and demands result from the act, omission, negligence, or other fault on the part of the City of Hartsville, its officers, or its employees, or from any other cause whatsoever 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.

In addition, in consideration for being permitted to use the facilities, Applicant, on behalf of itself, and its officers, employees, City of Hartsville, and invitees, hereby expressly exempts and releases City of Hartsville, its officers, employees, insurers, and self-insurance pool, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from property loss or damage, bodily injury, personal injury, sickness, disease, or death, that Applicant may incur as a result of such use, whether any such liability, claims, and demands result from the act, omission, negligence, or other fault on the part of City of Hartsville, its officers, or its employees, or from any other cause whatsoever.

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. 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 ([hartsvillesc.gov/tulip](http://hartsvillesc.gov/tulip))

**Applicant’s Liability for Casualty Losses and Damages to The Pavilion:** Applicant agrees that in the event of any damage, loss, or injury to the facilities or to any property or equipment therein, before, during, or after the said event, the City of Hartsville may deduct from the security deposit the full amount of such damage, loss, or injury. Applicant further agrees that, if such damage, loss, or injury exceeds the amount of the security deposit, applicant will within thirty (30) days of billing reimburse the City of Hartsville for all costs associated therewith upon billing by the City of Hartsville.

It is acknowledged by the Applicant that The City of Hartsville does not warrant and does not make any representation as to the condition of the facilities. The Applicant acknowledges that it has inspected the facilities and accepts the facilities “as is” for its intended purpose.

**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. I understand that I am fully responsible for assuring that all attendees at the event will follow the Rules and Regulations. I agree to adhere to all conditions of this contract.

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

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Special Events Coordinator Signature

\_\_\_\_\_  
 Date