

CALEDONIA WEDDINGS & SPECIAL EVENTS RENTAL AGREEMENT

Event Contacts (minimum of 2)

Name _____ Phone _____ Name _____ Phone _____

Event Name _____ Expected Number of Guests _____

Date of Event _____, 20____

THIS AGREEMENT is made this ____ day of _____, 20____ by and between _____ (Hereinafter referred to as "Renter"), whose address is _____ and Ponderosa, Inc./dba Caledonia Weddings and Special Events, (hereinafter "Caledonia").

Renter shall rent from the Caledonia _____ venue (the "Venue") in its present condition under the following terms:

Please read carefully to fully understand your responsibilities.

1. **Damage Deposit.** A damage deposit of \$350 or a Major credit card must be on file to secure event. A charge will not be processed until after the event following any confirmation of damage. After the event Caledonia shall apply deposit against payment for any damages and any other charges incurred, and net amount shall be due and payable to the Caledonia by Renter, or any unused portion of deposit shall be returned to Renter after, and if, all conditions outlined in this agreement, including Additional Conditions section are fulfilled by the Renter, to the Caledonia's sole satisfaction. Renter further agrees that if the same is placed in the hands of an attorney for collection, to pay the costs of collecting the amount due, including reasonable attorney's fees.

2. **Rental Rate.** The Rental Rate shall be based on the Venue, number of people attending the event and any Equipment Rentals and Services (see attached Exhibit A for pricing). The final Rental Rate shall be determined upon completion of the attached "Pricing Schedule" and such amounts shall be entered below:

Rental Rate (Special Events Area, Venue Fee)	\$ _____
Azalea Row	\$ _____
Damage Deposit	\$ _____
Equipment Rentals	\$ _____
• Tent	\$ _____
• Tent Accessories (lighting, drapes, etc.)	\$ _____
Bar Service	\$ _____

If paying by check please contact Events Coordinator for address.

Credit Card: _____ Expires ____/20____

V-Code ____ Zip Code ____ Signature _____

(Total Deposit for securing the date is the Venue Fee for either the Special Events Area or the Fish Shed Area)

TOTAL DUE AT THE SIGNING OF THIS AGREEMENT (Deposit) \$ _____

BALANCE DUE ON SERVICES AND ADDITIONAL RENTALS IS TWO WEEKS PRIOR TO WEDDING DATE. \$ _____

The Balance of the Venue Fee for the date secured and all payments due other vendors is due within two weeks (14 days) of the reserved wedding date. Failure to make payment will constitute default of this Agreement. Applicable State Sales Taxes will be applied to the Final Invoice. The Rental Rate is NON-refundable if cancellation occurs within (8) months of the event. For this reason, Caledonia **HIGHLY RECOMMENDS** *Event Cancellation Insurance* during the tropical storm/hurricane season. (www.wedsafe.com is one of a few options available for this.) The Rental Rate will be refunded, less a 20% administrative fee for cancellations of more than (8) months from the date of the event.

72 hours before the event:

For the Services that Caledonia is providing, the attendance count must be finalized no less than (72) hours prior to the event date. Cancellations or reductions in the guaranteed attendance number after this benchmark will not reduce the final charges. The Rental is for the guaranteed number, but could result in additional charges if attendance of over and above the guaranteed number occurs.

3. Term of Event. The term shall be from [] through [] (hereinafter, "Usage Term") on the event date. ALL MUSIC MUST END NO LATER THAN 11:00pm. ALL VENDORS SECURED BY RENTER SHALL VACATE BY 12:00 Noon the day following the event unless otherwise agreed upon in writing by Caledonia.

4. Renter Responsibility.

(a) Renter agrees to be completely responsible for any and all damages which may occur, either as the result of accidents or intentional acts of Renter, guests, and/or vendors secured by the Renter.

(b) Renter warrants that he/she shall remain ON THE VENUE PREMISES AT ALL TIMES during the Usage Term.

(c) Renter shall provide to Caledonia certificates of insurance and bonding for any vendor secured by Renter prior to event.

(d) Renter recognizes that Caledonia Golf and Fish Club highly recommends, but does not require, the client to offer transportation made available to their guests immediately following the event for exiting the property safely.

5. Alcohol Use.

Alcoholic beverages will not be permitted to be served to anyone under the legal drinking age. Anyone appearing to be under the legal drinking age, may be required to show proper identification, and should be communicated to all attendees prior to the event. Anyone appearing to be intoxicated will not be served alcoholic beverages. In accordance with South Carolina Alcoholic Beverage Control regulations, no alcoholic beverages shall be brought on or taken from the property by any guest of the event. As part of our commitment to responsible alcohol consumption 'shots' or 'shooters' are not permitted at events. The possession and/or use of any illegal drug will not be allowed on the premises. Caledonia reserves the right to contact local authorities to deal with any illegal or non-contractual activities taking place on the property.

6. Compliance. Renter agrees to comply with the additional rules entitled “Additional Conditions,” concerning the use of the Venue which may be attached hereto and made a part of this Agreement.
7. Indemnity. Renter covenants at all times to hold harmless Caledonia and its agents from and against all loss, liability, cost or damages that may occur or be claimed with respect to any person or persons, corporation, property or chattels, on or about the Venue, or to the property itself resulting from any act done, or omission by or through the Renter, its agents, contractors, employees, invitees, or any person on the Premises by reason of the Renter’s use or occupancy or resulting from Renter’s non-use, or possession of said property and any and all loss, costs, liability, or expense resulting therefrom; and at all times to maintain said Venue Premises and the surrounding property, in a safe and careful manner.
8. Access to Venue. Set-up shall be included in booking time, unless other arrangements are made in writing directly with Caledonia.
9. Cleanup (outside vendors) Clean up by vendors of Venue will be completed no later than time specified in sect 3.
 - (a) Venue. Table trash, cups, plates, plastic ware, cake, food, decorations, etc. will be gathered and placed in proper receptacles. All cups will be emptied into the sinks before being placed in the trash receptacles.
 - (b) Restrooms. Remove all personal items placed there for the event.
 - (c) Outdoors. Trash will be picked up outside the building. Cigarette butts, cups, miscellaneous items left outside shall be disposed of in proper receptacles (not in planters or flower beds).
 - (d) Kitchen/Bar Area. The kitchen is to be left as it is found. Wipe out sinks, wipe counters/tables/stovetop clean, clean bar equipment, remove remaining bottles, cans, kegs, etc. from the site. Floors in the kitchen/bar area are to be left clean.
Any necessary clean-up by Caledonia of any items (a) through (d) will be charged and withheld from the deposit.

Caledonia will dispose of the bags of trash and will sweep the floors for the next event.
10. Decorations. Renter agrees that decorations shall NOT be attached to the walls, ceilings, existing wall decorations, woodwork, ceiling fixtures, window treatments, by use of nails, scotch tape, staples, etc. Other decorating restrictions apply, as described in the attached “Additional Conditions.”
11. Use of Fish Shed Kitchen. The kitchen is a “warming or staging” kitchen only and shall not be used for full preparation of meals for guests. Caterers or serving personnel may use stove/oven, the refrigerator, ice machine, ice totes, deep well cooler, cocktail units, stainless steel tables/countertops for service at the event and with permission from Venue personnel. At no time may caterers use any serving utensils, food, beverages, containers or any other equipment found in-house. The kitchen shall be left in the condition it was found. Failure to do so shall result in cleaning charges deducted from Renter’s damage deposit toasts, etc.
12. Caterers. Caledonia has compiled an approved list of caterers for your use. If a caterer is preferred who is not on the approved list, consent may be obtained for use of the caterer
13. Use of amplified sound. A PA or electronic amplification system must be approved for use during your event by Caledonia. This system may be used for background/dinner/dance music, playing of audio for a program, announcements, by reviewing and adhering to the provisions in this Agreement that pertain to caterers/outside vendors. Caledonia reserves the right to control all volume levels of music, bands and announcements based on county ordinances and community standards. All music must cease by 11:00pm, in accordance with the Georgetown county ordinance.

14. Conduct on premises. For the duration of the event, the Renter and its guests must abide by the Caledonia policies and comply with applicable regulations and laws. Renter is responsible for the actions of guests and for any damages or losses incurred during the event. Caledonia has the right to refuse entry or service to and remove from the premises any person it deems to be behaving in an improper or abusive manner or in a manner not befitting Caledonia. Caledonia reserves the right to exclude or remove any undesirable persons from the event and premises without liability.

15. Force Majeure. Caledonia shall not be liable in damages for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including but not limited to acts of God (such as tropical storms or other weather event), government restrictions, wars, insurrections and/or any other cause beyond the reasonable control of Caledonia.

16. Insurance. The Renter shall furnish a proof of liability insurance certificate wherein it adds Caledonia to its liability policy through the use of an *Additional Insured Endorsement*. This certificate is due to Caledonia thirty (30) days before the scheduled event. (Again, www.wedsafe.com is one option for acquiring this.)

17. Governing Law. The parties agree that any dispute shall be subject to the laws of the State of South Carolina, and that any legal action shall be brought in Horry County, South Carolina.

18. Entire Agreement. The parties agree that all of the terms and conditions are contained herein and that any modification shall be in writing.

The parties hereto have set their hands on this day _____, 20_____.

CALEDONIA, As Agent

RENTER:

I _____

Title: _____

ADDITIONAL CONDITIONS

1. The Venue is rented as is. Alterations to the facility are not permitted: pictures, trophies, lamps, furniture, and other day-to-day decorative accessories may not be relocated or removed from the Premises.

[Redacted Signature]

Renter
Initials

2. No nails, staples, screws, pins, tape or adhesives of any kind may be put into walls, ceilings or floors. No adhesive tapes including scotch, masking, and duct tape may be placed on any surfaces.

[Redacted Signature]

Renter
Initials

3. The usage of candles or any open flame is permitted only with approval from Caledonia personnel.

[Redacted Signature]

Renter
Initials

4. Rice, confetti, sparklers, birdseed, or other unapproved "celebration materials" shall not be allowed inside or outside the facility without approval from Caledonia personnel.

[Redacted Signature]

Renter
Initials

5. Set-up shall be part of the scheduled time unless previous arrangements are made.

[Redacted Signature]

Renter
Initials

6. Adequate power supply for amplified music and lighting is provided by Caledonia. Vendors and renters are required to use ONLY the designated areas of the power panels marked for them. It is the responsibility of the vendor to use only suitable wiring for the given application. (A minimum of 12-gauge cord is required for most applications.) In the event that additional power is required, such as extra generators, etc. Such additional cost will be the responsibility of the Client.

[Redacted Signature]

Renter
Initials

7. All foods, drinks and any other materials that stain, damage or otherwise disfigure flooring, walls or any other part of Venue will incur cleaning charges to remove the damage. If damage occurs, Caledonia will contract all repairs to be made by skilled professionals; charges for repairs will be deducted from Renter's damage deposit. In the event that repair costs exceed the amount of damage deposit, Renter will be responsible for the entire repair over and above the damage deposit.

[Redacted Signature]

Renter
Initials

8. Furniture arrangement must be approved by Caledonia prior to the event. While every effort will be made to arrange all furniture at the request of the Renter, Caledonia reserves the right to adjust furniture as necessary to allow for safety, traffic, damage to walls or other reasons it deems necessary.

[Redacted Signature]

Renter
Initials

9. A joint walk-through will be requested by Caledonia during the next business day after the event if damage has occurred to the facility. If no damage has occurred, as determined by Caledonia, a walk-through will not be required.

[Redacted Signature]

Renter
Initials

10. All alcohol will be consumed inside the Venue. All alcohol will be dispensed only by approved bartenders and only beverages approved by Caledonia and served at the bar of the Venue. 'Shots' and 'Shooters' are not permitted on property. Any alcoholic beverages consumed from the inside, trunk or any part of an automobile, brought into Venue in coolers, containers, clothing, purses etc., or brought into or onto the Venue by anyone other than the contracted Renter shall be subject to an immediate cancellation and shutdown of the event.

[Redacted Signature]

Renter
Initials

11. If damages to the Venue prevent the next scheduled event(s) from occurring, Renter will be responsible for any and all refundable deposits that may be demanded by future renter(s).

[Redacted Signature]

Renter
Initials

12. All Caledonia venues are non-smoking facilities. All smoking should be done in the designated areas and the cigarette butts disposed of properly. Discarding of butts on the ground is prohibited Renter is responsible for picking up all cigarette butts.

[Redacted Signature]

Renter
Initials

13. Security Policy. Please be advised that security is NOT provided for events. If you require Contract Security Services, this must be coordinated for review and approval prior to the event. Caledonia does not allow firearms on the property. As a Vendor, the Contracted Security Service for the client's event, must provide a Certificate of Insurance

[Redacted Signature]

Renter
Initials

14. [Redacted Signature] responsible for any lost or stolen items of any vendor, client or attendee.

[Redacted Signature]

Renter
Initials

15. Depending upon the hours of your event and the operations of the Golf Course, valet parking may be required for events with 150 or more attendees. This is for the protection of all attendees, golfing patrons and staff.

[Redacted Signature]

Renter
Initials

16. We at the Caledonia want your event to be memorable and as special as possible. We recognize that celebrations often include children and children will be children. We ask that parents be parents and supervise the children. Children should be kept from running, throwing food or other objects, standing in window boxes, on tables or chairs, hanging from or on doors. Children should at no time be allowed in the kitchen or bar areas, or outside areas (including any portion of the golf course, ie. Putting greens, sand traps, fairways or tee boxes) if unsupervised. Caledonia shall not be responsible for injuries to unsupervised children. Renters shall be responsible for all damages incurred from children.

[Redacted Signature]

Renter
Initials

[Redacted Signature]

Acceptance of All "Additional Conditions", By
Client

PLEASE SAVE A COPY FOR YOUR RECORDS AND FORWARD A

COMPLETED VERSION TO [INFO@CALEDONIAWEDDING.COM](mailto:info@caledoniawedding.com)