



## 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 Caledonia by Renter. 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 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 requested.

Based on our preliminary discussions, for budgeting purposes you can expect the following expenses outlined below. Final costs will be presented closer to the event once all details are finalized.

Special Events area/Venue Fee	\$ _____	Tent	\$ _____
Azalea Row	\$ _____	Tent Accessories (Lights/drapes/etc.)	\$ _____
Damage Deposit	\$ _____	Bar Service	\$ _____
Equipment Rentals	\$ _____		

If paying by check please contact Event Coordinator for address.

Credit Card : \_\_\_\_\_ Expires \_\_\_\_ /20\_\_\_\_ CVV-Code \_\_\_\_

(Total Deposit for securing the date is the Venue Fee listed in the first box above.)

**Total Due at Signing of this document: (Deposit)** \$ \_\_\_\_\_

**The following balance is due on services and additional rentals 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.

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 Noon the day following the event unless otherwise agreed upon in writing with Caledonia Weddings and Events.

### 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.

\_\_\_\_ (Initial)

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

\_\_\_\_ (Initial)

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

\_\_\_\_ (Initial)

(d) Renter recognizes that Caledonia Golf and Fish Club highly recommends the client offer transportation to their guests immediately following the event for exiting the property safely and reducing liability concerns.

\_\_\_\_ (Initial)

### 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 at the event. If alcohol is brought on property that

isn't approved by Caledonia, Caledonia staff has the right to confiscate the outside alcohol and our staff will be required to refuse the participants service of any other alcohol during the event to prevent further intoxication and liability. 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.

\_\_\_\_ (Initial)

#### 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, and 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/stove-top 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 trash bags and will sweep the floors for the next event.

10. Decorations. Renter agrees that decorations should 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 using an Additional Insured Endorsement. This certificate is due to Caledonia thirty (30) days before the scheduled event. (Again, [www.wedsafe.com](http://www.wedsafe.com) is one option for acquiring this.)

\_\_\_\_ (Initial)

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.

## 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.  
\_\_\_\_ (Initial)
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.  
\_\_\_\_ (Initial)
3. The usage of candles or any open flame is permitted only with approval from Caledonia personnel.  
\_\_\_\_ (Initial)
4. Rice, confetti, sparklers, birdseed, or other unapproved "celebration materials" shall not be allowed inside or outside the facility without approval from Caledonia personnel.  
\_\_\_\_ (Initial)
5. Set-up shall be part of the scheduled time unless previous arrangements are made.  
\_\_\_\_ (Initial)
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.  
\_\_\_\_ (Initial)
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.  
\_\_\_\_ (Initial)
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.  
\_\_\_\_ (Initial)
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.  
\_\_\_\_ (Initial)
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.  
\_\_\_\_ (Initial)
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).  
\_\_\_\_ (Initial)

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.

\_\_\_\_ (Initial)

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

\_\_\_\_ (Initial)

14. Caledonia is not responsible for any lost or stolen items of any vendor, client or attendee.

\_\_\_\_ (Initial)

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.

\_\_\_\_ (Initial)

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.

\_\_\_\_ (Initial)

\_\_\_\_ (Initial) *Acceptance of all 'Additional Conditions' by Renter.*

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

CALEDONIA, As Agent

By: \_\_\_\_\_

RENTER: \_\_\_\_\_

Title: \_\_\_\_\_

**PLEASE SAVE A COPY FOR YOUR RECORDS AND FORWARD A COMPLETED VERSION TO:**

**[INFO@CALEDONIAWEDDING.COM](mailto:INFO@CALEDONIAWEDDING.COM)**