

TECHNICAL COLLEGE OF THE LOWCOUNTRY
FACILITY RENTAL AGREEMENT TERMS AND CONDITIONS

The Technical College of the Lowcountry (the "College") agrees to provide the Facilities set forth above to you ("Renter") at the charges and on the terms and conditions ("Agreement") as listed herein. To the extent possible, the College will honor room assignments. However, given the increasing demands for limited space, the College reserves the right at any time to assign comparable space elsewhere on the requested campus. The Facilities will be available for use for the date and time stated above.

After use, the Facilities must be cleared of all decorations, trash, personal belongings and equipment within 30 minutes of the end of the contracted time frame unless otherwise arranged in writing with the College. If the Facilities are not cleared of all such items, an additional custodial fee may be charged. A pro-rated fee based on the room rental rate for the contracted timeframe may be assessed for each additional 15 minutes after this 30-minute time period. All rentals shall end no later than 10:00 pm, and guest departure and breakdown shall be completed prior to that time. Charges may increase if the number or size of rooms, services, or attendees are added. Charges may be reduced if requests for decreases in the number or size of rooms or services are received in advance.

The College prohibits the use of its facilities for any purpose other than that set forth in this Agreement without the written consent of the College. By signing this Agreement, Renter agrees to conform to and comply with all applicable College policies and procedures, and municipal, state, and federal laws in using College facilities. Renter further agrees not to use or allow use of College facilities in any manner that violates any applicable College policy or procedure, municipal, state, or federal law. Renter may not assign or transfer this Agreement or sublet all or any portion of the Facilities to a third party.

RENTAL TIME

Rental times will be inclusive of any time required to set up or breakdown for the rental event. Additional rental time must be arranged in advance and may result in additional charges. Delivery of event rentals prior to the agreed rental time will incur additional costs. All rentals must conclude by 10:00pm. Please refer to page one of your contract to determine your rental times and dates.

RENTAL FEES & DEPOSITS

A rental fee will be charged for the recovery of the college's operating costs. Any external user of college buildings and facilities will be charged a fee unless a reduced rate or waiver is negotiated by the Office of Institutional Advancement and External Relations. A deposit of 30% of the total fee or \$500, whichever is less, must be submitted with the signed agreement within 15 days of receiving the contract. If both the deposit and contract are not received by the deadline, the College reserves the right to cancel the reservation.

Renters will be financially responsible for all damage to property or injury to persons arising out of the use permitted. The college reserves the right to charge fees for additional security and or custodial personnel based on the nature or size of an event.

PAYMENT

The contract balance must be paid in full to the Technical College of the Lowcountry no later than 15 days before the scheduled event date. Payments must be made with a business check, personal check, certified check or bank cashier's check made payable to Technical College of the Lowcountry. Check payments should be mailed to the attention of TCL Events at PO Box 1288, Beaufort, SC 29901. Credit card payments are not accepted for External Facility Rentals.

CANCELLATION & REFUND

Reservations canceled more than fifteen (15) days prior to the rental date will forfeit the deposit but may be refunded for any payment made towards the balance. Reservations canceled within fifteen (15) days of the rental date will forfeit the deposit and rental fee. If the College must close due to conditions beyond its control, and the rental is canceled by the College, fees paid in advance will be refunded or the rental will be rescheduled for a later date. To the extent possible, the College will honor room assignments. However, given the increasing demands for limited space, the College reserves the right at any time to assign comparable space elsewhere on the requested campus.

EVENT COORDINATION

Facility rentals operate on a self-service basis. The college does not offer event coordination or supplementary facility support services, such as coordination with external vendors. Renters are required to be present to receive shipments or deliveries associated with events, including catering or event rentals. Facility support, including event setup and breakdown, is not provided.

ALCOHOL AND FOOD SERVICES

Alcohol is strictly prohibited on all College campuses for external events. Additionally, the College does not offer catering or food services on any of its campuses. However, food may be permitted in certain facility rentals with prior written approval, which must be obtained at the time of the initial request via accurate completion of the "TCL Facilities Rental Request Form - Outside Agencies".

AUDIO VISUAL SUPPORT

Effective March 2024, audiovisual support and technical assistance are no longer available to external organizations renting college facilities, irrespective of the rental day or time. Equipment and operation instructions will be provided where applicable. It is the sole responsibility of the renter to ensure the proper operation of all college equipment. If college equipment is utilized, final requirements must be submitted no later than seven (7) days before the event.

CODES OF CONDUCT & OTHER REQUIREMENTS

1. Without prior written consent, no food or drinks are permitted in rented meeting spaces. Additionally, alcohol is strictly prohibited from all external events on campus without exception.
2. Smoking is strictly prohibited on College property and grounds.
3. The use of illegal drugs is strictly prohibited anywhere on campus.
4. The renter holds responsibility for the conduct of all event attendees.
5. Attendees must refrain from accessing unauthorized areas and using unauthorized equipment. Only public restrooms and contracted spaces are permitted areas, and only equipment for which the renter has obtained written permission may be used.
6. Renters are allowed to rearrange movable items such as tables and chairs within the assigned area as necessary. However, the area must be restored to its original condition within 30 minutes of the event's conclusion. Items outside the assigned rental area must not be relocated.
7. To prevent damage to college facilities, no items may be affixed to any surface in the buildings or facilities without prior written consent from the college. This includes activities such as taping, stapling, drilling, etc.
8. Renters are responsible for ensuring that all trash is disposed of in designated receptacles and that all decorations and event-related items are removed within the designated rental period. No return visits will be permitted for item retrieval.
9. Animals are not permitted in designated rental spaces, with the exception of service animals for individuals who are blind or visually impaired or have hearing impairments.
10. The possession or use of unsafe items and materials that may pose a threat to life, property, or disrupt the college's essential operations is strictly prohibited. This encompasses firearms, explosive devices, hazardous chemicals, and improper mechanical equipment.
11. No publicity or media announcements shall connect Technical College of the Lowcountry as a sponsor or partner in any event without the expressed written approval of the college. If approved, materials must be approved in writing by the college.
12. Solicitation on campus is not permitted without the expressed written approval of the college.
13. College parking is limited and subject to all parking regulations. An approved Facility Rental Agreement does not grant special parking privileges and does not guarantee a specific number of available parking spaces.

LIABILITY

The cost of facility repairs and/or equipment replacement will be assessed by the facility renter if college facilities or equipment are damaged during a scheduled event. The college will not be responsible for any personal property left on campus.

DISCLAIMERS

1. The use of college property is a privilege and not a right. The college reserves the right to deny a request, reassign, or cancel any space. The refusal of a request, a reassignment, or a cancellation may be based upon a lack of available or suitable space; lack of substantial contribution of the proposed activity to the mission and purposes of the college; previous misuse of property and facilities by the renter; previous failure to abide by the terms and conditions of the agreement; or, it is determined that the event could be disruptive, hazardous to persons or college property, unlawful or any other breach of peaceful circumstances.
2. The college reserves the right to amend, revise, or adjust the policy or procedures at any time.
3. Force majeure: The performance of this contract is subject to any circumstances making it illegal or impossible to provide or use college facilities, including Acts of God, fire, earthquake, flood, war, terrorist attack, government regulations, disaster, epidemics, strikes, or other labor dispute, or civil disorder.
4. Renting organizations will be responsible for providing any ADA accommodations beyond what the college provides.

INDEMNIFICATION

Renter agrees to waive all claims against and to assume, defend, indemnify, protect, and hold harmless the college, and all of the officers, directors, servants, agents, representatives, managers, personnel, employees, students, and volunteers against any and all costs, claims, demands, damages, losses, actions, judgments, or causes of action including court costs and attorney's fees, of whatsoever kind, arising or resulting, directly or indirectly, from any act, incident, accident, or claim occurring in, upon, or about the college, or otherwise arising out of the event or the use of college.

Renter shall further indemnify and hold harmless the college, and all of the officers, directors, servants, agents, representatives, managers, personnel, employees, students, and volunteers from all loss or expense arising from any liability or claim of liability for injuries or damages to persons or property sustained or claimed to have been sustained by anyone by reason of the use of college for the event, whether such use was authorized or not or consequent upon or arising from Renter's failure to comply with any laws, statutes, ordinances, codes, rules, or regulations, including in connection with such liability caused by, or arising out of death or injury to any person or damage to property, or occurring due to defamation, copyright infringement, or otherwise.

ATTACHMENT A: Rental Information Questionnaire