

**CARNES CROSSROADS COMMUNITY ASSOCIATION, INC.**

**CARNES CROSSROADS GREEN BARN**

**Address: 207 1<sup>st</sup> Avenue Summerville, SC 29486**

**RENTAL AGREEMENT**

**PLEASE PRINT LEGIBLY:**

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

Printed Name of Applicant:

Home Address:

\_\_\_\_\_

\_\_\_\_\_

E-mail address/es:

Business Name & Street Address (if rented for business event):

\_\_\_\_\_

\_\_\_\_\_

Home/Cell Phone #'s

City, State, Zip:

\_\_\_\_\_

\_\_\_\_\_

Event Type (Picnic, Wedding, Birthday, etc.):

Event Day and Date:

\_\_\_\_\_

\_\_\_\_\_

Number of Guests: \_\_\_\_\_

Event Time: \_\_\_\_\_ to \_\_\_\_\_ (include setup and breakdown)

Band or DJ (Please specify size of band & bands name.): \_\_\_\_\_

(\*\*\*Bands will need to be preapproved by the CCCA POA Staff.)

Date of Meeting with Member of POA Office to review if needed: \_\_\_\_\_

This Rental Agreement for the Carnes Crossroads Barn, located in the Carnes Crossroads Neighborhood, in Berkeley County in the City of Goose Creek, SC, is entered by and between the Carnes Crossroads Community Association, Inc. and \_\_\_\_\_ (Applicant/Renter) as of the date indicated above. In consideration of the mutual promises and benefits contained herein, the parties agree as follows: (Please initial beside each line.)

\_\_\_\_ 1. Subject to the terms and provisions set forth herein, CCCA grants to Applicant the right, revocable and terminable as herein after provided, to enter the Premises for the purpose of the above named event.

\_\_\_\_ 2. Applicant understands and agrees that Applicant use of the Premises under this Rental Agreement does not and shall not create any rights in third parties nor constitute a claim by any party of an interest or estate of any kind or extent whatsoever in the Premises.

\_\_\_\_ 3. Applicant and those attending the above-described event at the Premises are subject to compliance with (i) the Declaration of Covenants and Restrictions for the CCCA; (ii) the Rules and Regulations attached hereto and incorporated herein by reference (as the same may be amended from time to time), and such other rules and regulations for the Carnes Crossroads Barn facility adopted and/or promulgated from time to time by the CCCA; (iii) all CCCA policies and procedures, including those contained in the CCCA Rules and Regulations Handbook; (iv) all applicable governmental laws and ordinances.

\_\_\_\_ 4. This Agreement is valid only for the date and time of the event indicated above, and does not grant use to the any additional areas of the CCCA neighborhood.

\_\_\_\_ 5. Applicant shall pay CCCA in advance for this Rental Agreement:

**Rental/Usage Fee –**

- **\$400.00 (For Friday, Saturday and Sunday rentals - CCCA residential property owners/renters)**
- **\$500.00 (For Friday, Saturday and Sunday rentals - Non CCCA residential property owners/renters)**
- **\$50.00/hour, two hour minimum (For Monday – Thursday rentals – CCCA residential property owners/renters)**
- **\$100.00/hour, two hour minimum (For Monday – Thursday rentals – Non CCCA residential property owners/renters).**

**\*A rental/usage fee and signed contract are required to reserve your date.**

**A Cleaning Fee is included as part of the rental fee – Please remove all decorations, balloons, signage, and rental items.** Place all trash in trash bags and put in large City of Goose Creek trash cans or dumpster located on the outside of the Barn.

\_\_\_6. Access to Kitchen & Bathrooms – Please notify the office of your start and end times of your event including set up and clean up so that the doors to the bathrooms and kitchen will be programmed to be opened.

\_\_\_7. Applicant will be responsible for removing all signs, balloons, etc. from roadways. All personal and rental items must be removed from the Barn. Applicant understands and agrees that all costs for any damages incurred, including damage to grass, turf, and/or landscaping, will be charged as an incidental (which may be drawn upon by CCCA for any costs or damages incurred)

\_\_\_8. Applicant is responsible for providing any materials necessary to the success of this event, i.e., chairs, tables, food, beverages, paper products, generator, etc.

\_\_\_9. The Applicant and Applicants guests and invitees shall use the Premises entirely at their own risk, and Applicant shall, at his/her/their own cost, save, defend, indemnify, and hold the Carnes Crossroads Community Association (CCCA), Carnes Crossroads Town Association (CCTA), and Carnes Crossroads Associates (CCA) its employees or agents, harmless from and against all injury, loss, claims, judgments, causes of action or damages (including reasonable attorney's fees, expenses, and disbursements) to any person or property resulting from, arising out of, or in any way connected with the occupation or use of the Premises by Applicant or guests or invitees of Applicant.

\_\_\_10. This Agreement contains the entire understanding of the parties, and may be amended only by an instrument in writing signed by the Applicant and the CCCA General Manager.

\_\_\_11. In the event of inclement weather on the date of the function, the same may be rescheduled by the Applicant subject to availability of the Premises.

\_\_\_12. Event cancellations shall be made in writing at least 2 weeks prior to the event. Cancellations made less than two weeks prior to the event are subject to 50% refund of the rental.

\_\_\_13. Applicant understands that no alteration or attachments shall be made either by Applicant or Applicant's guests or invitees in any form (such as with nails, screws, adhesives, and tape) on the building or structures at the Premises.

I understand that by executing this document, I am undertaking to rent facilities for a private party. I further understand that should I elect to provide alcoholic beverages at my private party, or should I tolerate the consumption of alcoholic beverages at my party by those who may bring their own beverages, I agree to hold harmless the Carnes Crossroads Community Association, Inc. its officers and directors, even if they be present as guests at my party, from any liability associated with the consumption of alcoholic beverages. I have read the policies written above and agree to rent the Carnes Crossroads Barn under the above conditions. By the execution and delivery of the within Rental Agreement, Licensee agrees to abide by and comply with the terms, conditions, fees, and regulations set forth herein and in the documents attached hereto and/or incorporated herein by reference.

Carnes Crossroads Community Association, Inc. (SEAL)

\_\_\_\_\_ (SEAL) By: \_\_\_\_\_

Signature of Applicant (Responsible Party)      Signature of CCCA Representative      Date

\_\_\_\_\_

Printed Name of Applicant      Printed Name of CCCA Representative      Date

\_\_\_\_\_

All fees are payable at time of rental and made payable to: **CCCA, 513 Wodin Place, Summerville, SC 29486**

**Office hours are Monday through Friday, 9 a.m. – 5 p.m.**

(Hours subject to change without notice.)

Telephone - (843) 761-8600

**CCCA - POA USE ONLY**

**Date of Rental Fee** \_\_\_\_\_

**Amount of Rental Fee** \_\_\_\_\_

**Form of Payment/CC/check #** \_\_\_\_\_

Maintain original signed and completed Rental Agreement at CCCA POA Office. Provide Applicant with copy. Inform field operations (maintenance) of special requirements.

ATTACH COPY OF RULES AND REGULATIONS/CCR EXHIBIT

**Please call CCCA POA office at 843-761-8600 for details and questions.**

## **CARNES CROSSROADS GREEN BARN RENTAL AGREEMENT RULES AND REGULATIONS FOR THE FACILITY**

**Address: 207 1<sup>st</sup> Avenue Summerville, SC 29486**

To ensure the safety and enjoyment of the Facilities by users, the following Rules and Regulations for the operation and maintenance of the Facilities have been established.

- a. The Property and Facilities shall be for the use of Carnes Crossroads Community Association (CCCA) members and for use by the general public.
- b. All persons using the Property and Facilities and his or her guest(s) shall be responsible for keeping the Property clean, tidy, and clean of trash, rubbish, and debris. All trash, rubbish, garbage, or other waste shall be carried off the property and properly disposed of in sanitary containers.
- c. The Property and Facilities shall not be used for commercial functions or activities without the express, prior, written consent of CCCA, its successors and/or assigns.
- d. No alterations or attachments shall be made to any building or other structure on the Property.
- e. Functions at the Barn shall be limited to no more than 225 persons. Interested parties can request to rent the facility up to 12 months in advance of the event.
- f. No bands, musicians, or other forms of entertainment shall be allowed to perform at the Barn without the prior, written approval of the CCCA General Manager, which approval may be granted or withheld in the sole discretion of the CCCA General Manager.
- g. Noise levels must be kept at a minimum at all times as the Barn is located in a residential area. All events and functions at the Barn shall be held between the hours of 9:00 a.m. and end by 10:00 p.m. absent the prior, written consent of the CCCA General Manager.
- h. Parking is allowed only within the designated parking areas and street. Parking on the grass, and/or road shoulders is not permitted. Renters will be liable for any damage to the open grassed area adjacent to the facility. No parking shall be permitted between the hours of 10:00 p.m. and 7:00 a.m., absent the prior, written consent of the CCCA General Manager.
- i. Children must be accompanied by an adult. Parents must remain with children at all times and are the responsibility and liability of the parents/guardians/renters of the facility.
- j. No pets are allowed.
- k. Renters and their guests and invitees are expected to conduct themselves as good neighbors, respecting the rights of quiet enjoyment of others.
- l. These Rules and Regulations have been promulgated by the CCCA and are enforceable by CCCA, its successors and/or assigns. The CCCA General Manager shall have full discretion as to the interpretation of these Rules and Regulations. Failure to enforce these Rules and Regulations in whole or in part, shall in no event be deemed a waiver or estoppel of the right to do so thereafter.
- m. CCCA shall have the right to modify and amend these Rules and Regulations in whole or in part from time to time.

**This Agreement is valid only for the date and time of the event indicated in this application form, and does not grant use to any adjoining areas including the Carnes Crossroads Pool & Village Green Area. The Carnes Crossroads Pool is not included in this rental. Other CCCA Residential Property Owners/Renters and their guests may use the Carnes Crossroads Pool and parking facilities and may not be restricted from such areas during this Barn event.**

**INCIDENTALS CREDIT CARD ON FILE-** The Green Barn must be left in an orderly condition as it was when renter arrived. If all aspects of this contract are met, following the satisfactory inspection of Premises by a CCCA representative the credit card information will be shredded. All damages, cleaning and other adjustments required as a result of the party will be the renter's financial responsibility, and will be charged to credit card. Wedding parties must not throw rice. We recommend that birdseed or bubbles be used.

I Resident/ Payer /Card member hereby authorize Daniel Island Property Owners' Association to charge/debit the amount of set forth on this form to the Card or Account indicated above, for the payment designated. I understand that these charges will be processed on the date, indicated. I understand that this is a one-time charge. In the event the Card/Account used for these charges is declined for payment for any reason, I understand that I remain responsible for all charges due according to the terms and conditions of the Agreement. I understand that these billing Terms and Conditions cannot extend beyond the expiration date of the Card being used for these charges. **\*Please note: there will be a processing fee to be determined by the credit card company.**

**Authorized Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

Name as it appears on Card (Card Member) \_\_\_\_\_

Credit Card # (Card) \_\_\_\_\_ Visa \_\_\_\_\_ Master \_\_\_\_\_ Disc. \_\_\_\_\_ AMX

Expiration Date (mm/yy) \_\_\_\_\_ Security Code \_\_\_\_\_ Phone \_\_\_\_\_

Card Billing Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Email Address \_\_\_\_\_