

CARNES CROSSROADS COMMUNITY ASSOCIATION, INC.

CARNES CROSSROADS GREEN BARN

Address: 2015 1st Avenue Summerville, SC 29486

RENTAL AGREEMENT

PLEASE PRINT LEGIBLY:

Today's Date: _____

Printed Name of Applicant:

Home Address:

E-mail address:

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

Home/Cell Phone Number:

City, State, Zip:

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

Event Day and Date:

Number of Guests: _____ (Maximum 150)

Event Time: _____ to _____ (include setup and breakdown)

Band or DJ (Please specify size of band & bands name.): _____ (Band may need to be preapproved.)

This Rental Agreement for the Carnes Crossroads Green Barn, located in Berkeley County in the City of Goose Creek, SC, is entered by and between the Carnes Crossroads Community Association, Inc. and _____ (Applicant) as of the date indicated above. In consideration of the mutual promises and benefits contained herein, the parties agree as follows:

RENTAL FEE: _____ Carnes Crossroads Resident \$200.00 _____ Non-resident \$800.00

____ 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 of any additional areas of the CCCA neighborhood. (DOES NOT INCLUDE USE OF THE POOL FACILITY)

___5. Applicant shall pay CCCA in advance for this Rental Agreement.

___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) Place all trash in trash bags and put in large dumpster located on the outside of the Barn.

___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, there will be no refund.

___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.

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.

Office hours are Monday through Friday, 8 a.m. – 4 p.m.
Telephone - (843) 761-8600

CCCA - POA USE ONLY

Date _____ 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.

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

Address: 2015 1st Avenue Summerville, SC 29486 * (843)-471-1495

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.