

For Office Use Only

Reservation Deposit \_\_\_\_\_

Date Received \_\_\_\_\_

Damage Deposit \_\_\_\_\_

Floor Plan / Pre-event \_\_\_\_\_

Contract No \_\_\_\_\_

Balance of Rental Fee \_\_\_\_\_

Date Received \_\_\_\_\_

Post-event \_\_\_\_\_

**The Club at Shell Hall**  
RENTAL AND USE AGREEMENT

Event Date:

Contact:

Phone:

Type of Event:

E-mail:

General Information

The Club at Shell Hall is owned and operated by **SHELL HALL REALTY ASSOCIATES, LLC.** (The Club). It is located at 20 Shell Hall Drive, Bluffton, SC in Shell Hall, and is available for private party rental to individuals, companies, groups, and organizations.

Deposit and Rental Fees

- Reservation Deposit.* A 20% no interest Reservation Deposit shall be due and payable at the time of the signing of this Agreement to be applied towards total Rental Fees.
- Damage Deposit.* A refundable no interest Damage Deposit of \$ 1000 shall be due and payable at the time the Rental Fees as set forth below are due. Said Damage Deposit will be refunded within **fourteen (14) days** of the event minus any amounts necessary to cover damage to the Shell Hall buildings and surrounding areas and any penalty fees as defined herein. Repairs shall be made at the sole discretion of the Club. **The Club at Shell Hall reserves the right to withhold the Damage Deposit, in the event of any contract violations.**
- Rental Fees.* Rental Fees in the amount of \$ \_\_\_\_\_ less the Reservation Deposit, if applicable, shall be due and payable in full **thirty (30) days** prior to the event date. Should the date be less than thirty (30) days away, then the Rental Fees shall be paid at the signing of this Agreement. Rental includes the use of the Club at Shell Hall's tables and Chairs, the Clubhouse and the grounds. Rental **does not** include Parking  
Parking for the Club at Shell Hall is available in designated areas only. A map showing specific areas designated for event parking will be provided and should be distributed in advance to all guests. The Club reserves the right to have all cars towed that are parked in unauthorized areas.

Cancellation Policy

Renter shall be entitled to a **fifty (50%)** refund of the Reservation Deposit should the cancellation be made six (6) weeks before the event date. Any cancellations made within six (6) weeks of rental date then Renter shall not be entitled to a refund.

Pre-Event Walk Through

Renter agrees to conduct a walk through with a representative of the Club prior to the event and to sign a statement noting any damage revealed. This statement will be the basis of determining any damage which was a result of the event when the Club conducts its post-event walk through.

### Set-Up and Breakdown

Renter and vendors must remove all trash and belongings immediately following the event. In the event that this is not done, the Club reserves the right to not refund the damage deposit. Renter shall choose from one of the following options:

1. Renter may elect a caterer to provide tables and chairs. Renter is responsible for set up and breakdown of rented tables and chairs. Renter shall provide a diagram in advance to be approved by the Club showing the table and chair layout. Following the event, the Renter shall see that the Club at Shell Hall and surrounding areas are returned to their prior cleaned condition.
2. Renter may elect to use the Club's tables and chairs. Renter shall provide a diagram in advance to be approved by the Club showing the table and chair layout. Renter is responsible for the set up and break down of the Club's tables and chairs. Renter may elect to have the Club set-up and breakdown the Club's tables and chairs for a fee of \$250. Following the party, the Renter shall see that the Club at Shell Hall and surrounding areas returned to their prior cleaned condition.

### Food and Beverage

Renter will have the option to hire properly licensed and insured catering services. All caterers must be approved by the Club and will be required to sign an Agreement with the Club in advance acknowledging the rules and procedures. Caterers should show proof of any licenses, permits, and liability insurance and submit a damage deposit in an amount established by the Club (if required) prior to each event.

Caterers must remove all trash and equipment from Club property immediately following each event. Failure to do so will result in losing of the Renter's/Caterer's damage deposit. All renters and/or caterers are responsible for any appropriate licenses and insurance necessary for the sale and consumption of both food and alcoholic beverages on the Club premises.

### Music and Band Requirement

All entertainment scheduled at the Club at Shell Hall must be approved by the Club and will be required to sign an Agreement with the Club in advance acknowledging the rules and procedures of the Club. Every renter will be instructed on how the audio and video equipment operates. This equipment must return to its pre-event condition.

### Time Allotments

**All functions must strictly adhere to the following time guidelines:**

- Renters are allowed 4 hours before the event for set-up and 2 hours after to clean up. Half-day rentals are allowed 2 hours before the event for set-up.
- If extra time is required for set-up, it must be approved by the Club in writing.
- All music and amplified sound to stop by **11:00pm**
- All functions to end by 11:30pm.
- Complete clean up and vacated by **12:00pm**.
- Under no circumstances shall music and amplified sound extend beyond 11:00pm.

### Displays, Decorations and Exhibits

All displays, exhibits and decorations must be approved by the Club prior to the event. No items should be affixed to walls, ceilings or furnishings with nails, staples, tape, or any other substance unless approved by the Club in writing prior to the event. Use of Styrofoam confetti or similar and "Silly String" or similar are prohibited.

### Insurance and Liability

All caterers, beverage service providers, entertainment, and other vendors are required to have insurance in place which is acceptable by the Club. The Club may require written proof of the existence of such insurance prior to approval of caterers, beverage service providers, or entertainers. Liability for damage to the facilities caused by guests or any person contracted by the Renter to provide goods or services shall be sole responsibility of the Renter.

Parking

Parking for the Club at Shell Hall is available in designated areas only. A map showing specific areas designated for event parking will be provided and should be distributed in advance to all guests. The Club reserves the right to have all cars towed that are parked in unauthorized areas.

The Shell Hall Community

The Club at Shell Hall is located within the Shell Hall Community. Entry to Shell Hall Community and access over roads, thereof, is subject to applicable covenants of record and South Carolina law. Access is limited to the direct route to the location of the event as shown on the aforesaid Map. Travel to other areas within the Shell Hall Community is not permitted. All guests of the Club must respect the privacy rights of the Shell Hall Community residents and refrain from loud noise, trespassing, parking in yards or blocking driveways.

Special Requirements

The outside fireplace can be lit throughout the event and cleaned by the Club at Shell Hall for an additional fee of \$150.

Disclaimer and Hold Harmless

The Club at Shell Hall, hereby specifically disclaims any liability associated with the Renter's specific use of the property or facilities described herein and the Renter agrees to hold the Club, its owners, officers, employees and agents harmless for any property damage, injuries, or death, which may occur or be caused by to the Renter or any guests, employees, contractors or agents of the Renter during the course of the Renter's use and occupancy of the facilities pursuant to this Agreement.

I ACKNOWLEDGE A COPY OF THE RENTAL AND USE AGREEMENT, AND HEREBY AGREE TO BE BOUND BY THE TERMS THEREOF.

Renter

Date

Club Representative

Date