STATE OF SOUTH CAROLINA )

 ) USE AGREEMENT

COUNTY OF CLARENDON )

Clarendon County, South Carolina (County), a political subdivision of the State of South Carolina, hereby grants to the undersigned User the right to utilize the Clarendon County Community Center (Center), a County-owned property for the limited uses and purposes set forth hereafter, and subject to all of the conditions set forth in this document. In consideration of the granting of such use, the User agrees that the acceptance of this User Agreement constitutes acceptance of all of the terms and conditions set forth herein by him and by any person claiming by or through him.

 CONDITIONS OF USE

1. The County makes no warranty as to the condition of the property or of its suitability for the uses and purposes intended by the User, and the User accepts all responsibility for inspecting the property and determining if the condition of the property is suitable for the use intended by the User. This Use Agreement is not a lease and does not establish a Landlord-Tenant relationship.

1. The User and all persons who utilize the property at the request of, or at the invitation of, or with the permission of the User are classified as users, since these persons confer no benefit on the County, or on any agency being provided space on subject property. The User or persons utilizing said property at the request of, or invitation of, or with the permission of the User will **never** be considered as invitees of either the User or of the County.

1. The property is to be kept in good order and all applicable federal, state and local ordinances, regulations, orders, policies and laws shall be strictly observed during the period of this Use Agreement. At the end of the Use Agreement period, the premises shall be returned to the County in as good a condition as at the beginning of the Use Agreement period, with all trash picked up and removed from the premises.

1. The property that is subject to this Use Agreement is property that is not open to the public except for specified purposes and at certain specified times when the public business is being conducted. The use of this property by the User is not in furtherance of the business of the County or of any agency which is being provided space in any building located on or near the subject property and inures only to the benefit of the User.

1. The User agrees to indemnify the County, and to hold it harmless, for any and all claims asserted against the County by reason of, or in any way arising out of, the use of the premises pursuant to this Use Agreement, and such indemnification includes any attorneys fees or court costs incurred by the County in defending against any such claims. Any dispute arising out of this use, or any claim arising out of the use of the property pursuant to this Use Agreement shall be litigated in a Court of competent jurisdiction in Clarendon County, South Carolina, and any other venue is hereby waived and personal and subject matter jurisdiction in said courts of Clarendon County is consented to.
2. During the term of this Use Agreement, User shall maintain comprehensive general liability insurance coverage (occurrence coverage) with broad form contractual liability coverage and with coverage limits of not less than One Million ($1,000,000) dollars combined single limit, per occurrence. Such policy shall insure User’s performance of the indemnity provisions of this Agreement, but the amount of such insurance shall not limit User’s liability nor relieve User of any obligation hereunder. All policies of insurance provided for herein shall name as “additional insureds” the County and such other individuals or entities as County may from time to time designate upon notice to User. Furthermore, if User makes the determination to serve or make alcohol available during its event, User agrees to provide in addition to its general comprehensive general liability insurance coverage, a rider which covers the providing and use of alcohol during said event. User shall provide evidence of all insurance required under this Use Agreement to the County prior to the commencement of this Use Agreement.

1. User shall have the use of the premises for the purposes stated herein. User shall at its sole cost, comply with any and all laws, governmental regulations, and requirements pertaining to the use of the premises, and shall likewise be solely responsible, at its own cost, for any and all licenses and permits (which may include, but not be limited to, Business License, Noise Permit, etc.) required for User's proper use of the premises, from all governmental and/or regulatory entities. User agrees to indemnify and hold harmless County from any and all claims, liabilities, damages, and judgments, plus all and expenses (including County’s reasonable attorney’s fees), suffered or incurred by County in connection with any action involving the premises related to compliance with the law. User will make no other use of the premises without the prior written consent of County and will not during the term of this agreement permit the same to be used for any illegal or immoral purposes, businesses or occupations. User shall not commit, or suffer to be committed, any waste upon the premises to be used or occupied, nor do or permit anything to be done on the premises that will constitute a public or private nuisance. User must operate its business on the premises in a businesslike, first class manner. User will not conduct its business in a manner that will cause discredit, harm or loss to any operations conducted by the County and its tenants, vendees or assigns.

1. User further understands and agrees that alcoholic beverages of any kind may be consumed, but not be sold on the premises covered under this Use Agreement. If alcoholic beverages are to be consumed, User agrees to comply with the insurance provisions as outlined in Paragraph 6 of this Use Agreement.

1. User further understands and agrees that a violation of any condition of this Use Agreement or the authority permitting usage of such facilities may result in the immediate termination of this Use Agreement and no refund of any charges paid by User.

1. User further understands and agrees that all fees shall be due in full at the time of execution of this Use Agreement. If User cancels this Use Agreement more than fortyeight (48) hours prior to the scheduled date of use, User shall be eligible to receive a full refund of all monies paid. Any cancelation, other than a cancelation as described in Section 11, which occurs less than forty-eight (48) hours prior to the scheduled date of use, shall not be eligible for a full refund of monies paid.

1. User further understands and agrees that one of the primary uses of the Center is a shelter and/or Emergency Operations Center. As a result, if the Center is mobilized as a shelter and/or Emergency Operations Center, County shall have the right to cancel this User Agreement without penalty and without prior notice to the User. If the User Agreement is canceled for this reason, all monies paid to County by User for use of Center shall be considered liquidated damages and be refunded to User. Said refund shall be User’s sole remedy against County for a cancelation of occurring under these circumstances.

1. User Information and Purpose of Requested Use:

Name of User: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address of User: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

# Telephone of User: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Purpose of Use: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

1. Provided to: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**at the following rate(s) and term(s):

|  |
| --- |
| Use fees for  **\_\_\_\_\_\_\_\_\_\_** in the amount of **$\_\_\_\_\_\_\_\_\_** per day for a total charge of  |
| **$\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.** |  |

Use fees for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_in the amount of $\_\_\_\_\_\_ per day for a total charge of $\_\_\_\_\_\_\_\_\_\_\_.

Use fees for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_in the amount of $\_\_\_\_\_\_ per day for a total charge of $\_\_\_\_\_\_\_\_\_\_\_.

Use fees for (\_\_\_\_) Tables in the amount of $0.00 per table for NO CHARGE TABLES (Only 30-40 rectangular tables on -site)

1. Conditions of Use: **Everything needs to conclude, and the facility needs to be cleaned and returned to its original condition by 12:00 (midnight) or additional fees will apply.**

1. Areas and County Property to be used by User: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

1. Date(s) and time(s) of Use: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Times: **\_\_\_\_\_\_\_\_\_\_\_\_\_**

I agree to the terms and conditions of the Use Agreement set forth above and agree that the premises will be promptly vacated at the end of the Use period. I also agree to notify the Clarendon County Community Center no later than 72 hours prior to the event date of the intended event set-up time, if set-up is needed.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Username (Printed) Date

# \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

User Name (Signature) Date

The foregoing Use Agreement is granted on the terms and conditions set forth above to the above-named User on the date set forth below:

Clarendon County, South Carolina

By:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Date

\*Revised October 2020