

The Military Department of South Carolina
National Guard Armory Rental Contract

For Budget & Finance use only

Deposit Revenue Number _____ Amount of Deposit _____ Date of Deposit _____

Balance Due Revenue Number _____ Amount of Deposit _____ Date of Deposit _____

Contract Number: ____ - ____ - _____

Dated: _____

I. THE AGREEMENT

The Office of the Adjutant General of South Carolina, by and through its undersigned Armory Manager, agrees to rent the _____ National Guard Armory facilities and to provide the services set out below and in Paragraph 1 of Section II to _____ (hereafter called the Renter), for the purpose of _____.

- The charges for the rental are:

Facility Use (with 2 hours of set-up time):	\$ _____
Additional Setup Time:	\$ _____
Use of Kitchen:	\$ _____
Use of Classroom(s):	\$ _____
Sitter Fee (\$15/hour for _____ hours):	\$ _____
Misc./Other _____	\$ _____
Total	\$ _____

- Deposit of \$ _____ is payable with the signing of this contract with the balance of \$ _____ payable no later than _____ at _____.
- All payments must be in the form of **a money order or cashier's check** payable to the "_____ National Guard Armory".
- Setup privileges will begin at _____ on _____, and will end at _____ on _____ with a rate of \$ _____ per additional hour.
- Rental privileges will begin at _____ on _____, and will end at _____ on _____ with a rate of \$ _____ per additional per hour.

The Armory Manager's Representative for coordination and assistance (hereafter called the Sitter) is _____, Contact #: _____

II. TERMS AND CONDITIONS

1. For and in consideration of the stated rental price, the Armory Manager will provide the following facilities and services located in the _____ National Guard Armory:

Drill Hall	Storage Room	Foyer
Men's Restroom	Ladies Restroom	_____
_____ Chairs	stacked in-place	_____ Tables
		stacked in-place

2. The facilities will not be available to the Renter, or other persons or groups supporting this activity, except during the period(s) specified on Section I of this contract.

3. The Renter agrees to comply with those rules and regulations prescribed by the Adjutant General regarding use and occupancy of National Guard Armories as contained in this agreement or in any addendum(s), and with all statutes, laws and ordinances of the State, the County of _____ and the City/Town of _____.

4. If the rental involves alcohol or if required by the Armory Manager, the Renter will provide, at their expense, a minimum of one (1) uniformed Security Officer/Guard per the first 50 attendees, plus one (1) for each additional 50 attendees, totaling no less than _____ uniformed security personnel to maintain law and order during the rental period plus one (1) hour after the end of the rental.

(a) Of that number, not less than one (1) must have a current South Carolina Law Enforcement Division (SLED) "Level 1" certification. Level 1 certified personnel will have their SLED certification cards with them while on duty.

(b) Security personnel will perform their duties under the supervision of the Armory Manager or Sitter, not the Renter, will maintain order and ensure there is no loitering or congregating on the property prior to, during, or after the rental.

5. For rentals where most participants are less than 18 years of age, the Renter will provide a minimum of two (2) chaperons for the first 50 attendees, and one (1) additional chaperon for each additional 50 attendees or any portion thereof. At the time of setup, the Renter will provide the Armory Manager or Sitter a list of the full names and telephone numbers of the chaperons.

6. Any actions or behavior before or during the rental which may bring any discredit to the Office of The Adjutant General of South Carolina and/or to the South Carolina National Guard are considered grounds for canceling or terminating the event.

7. **As pertains to this Rental, the serving of alcohol IS IS NOT allowed.** (Armory Manager and Renter will initial below)

Initials _____ Initials _____

(a) Neither the Renter nor any participant will sell, serve, provide or allow to be provided alcoholic beverages within or on adjacent property of the Office of the Adjutant General without the prior approval of the Adjutant General or the Deputy Adjutant General of SC.

(b) The Renter agrees to comply with State regulations and statutes applicable to the sale and serving of food, merchandise and/or alcoholic beverages.

8. Permits & Licenses

(a) The Renter is responsible for obtaining all required business licenses or permits to include all necessary State permits or licenses required to serve food and/or alcohol as defined by

and from the SC Department Revenue and all permitting and sanctioning requirements for certain sporting events as defined by and from the SC Department of Labor, Licensing and Regulations (LLR).

(b) The Renter will provide a copy of all required permits or licenses to the Armory Manager and post a copy of the required permits or licenses in the Armory prior to the start of the event. If the Renter has not posted the required permits or licenses prior to the scheduled event, the event cannot be held.

(c) If the contract is canceled for failure to obtain, provide a copy, or failing to post a copy a required permit or license, the Armory Manager will return the Renter's deposit in due course.

9. The Renter is responsible for complying with all State and local tax laws which may apply to Renter's receipt of money from this rental, including laws pertaining to admission taxes, sales taxes, use taxes, hospitality taxes, etc.

10. Advertisements

(a) The Armory Manager and the State Chief Financial Officer must pre-approve all Renter's advertisements of the event (e.g., Face Book, YouTube, posters, flyers, signs, mailers, etc.).

(b) Event promotion advertisements which may bring discredit to the Office of The Adjutant General of South Carolina and/or to the South Carolina National Guard are not allowed and are considered sufficient cause for disapproval of and/or cancellation of an approved rental contract prior to the beginning of a rental.

11. The Renter will not damage, or allow to be damaged, the facilities or any fixture or personal property of the Armory located therein. In event of damage, Renter will promptly restore damaged facilities or property to its original state, or reimburse the State (State Treasurer) for the cost of the repair of such damage.

12. The Renter agrees that a foreseeable probability of personal injury to one or more persons attending the subject event, property damage to the leased facilities, or unlawful discord or disorder arising from the event, is legitimate grounds for the Armory Manager to cancel the rental agreement. In such circumstance, the Renter agrees the Armory Manager may, at their sole discretion, cancel the contract on twenty-four (24) hours verbal notice to the Renter. In such event, Renter's deposit will be refunded in due course.

13. Prior to the expiration of rental period, the Renter will remove all trash, garbage, other residue, decorations, displays, equipment used by the Renter, etc., and will deliver said facilities in the same state of repair and condition as existed upon first occupancy, excepting only change(s) in condition allowed by the Armory Manager.

14. The Renter is responsible for ensuring all vehicles are parked only on the areas of the Armory grounds designated as parking areas.

15. The Renter understands and agrees that, should the use of the armory and its facilities by State military forces become necessary during the agreed upon rental times, this contract shall become null and void at the discretion of the Adjutant General of South Carolina or his designated representative, and any deposits shall be refunded to the Renter in due course.

16. The Renter shall indemnify and hold harmless the Office of the Adjutant General of South Carolina, the Armory Manager, the Adjutant General of South Carolina, the State of South Carolina, its officers, agents, and employees, against any and all loss, damage and/or liability that may be suffered, caused by, or arise out of, or in any way be connected with, the occupation or use by the Renter of the rented facilities or any part thereafter, or arising from the exercise of the rights and privileges herein granted to the Renter.

17. Addendum(s) to this contract, when signed by the parties, becomes a legal, binding part of this contract.

18. On or before _____, the Armory Manager or Renter may unilaterally cancel this contract, without penalty, and with refund of rental monies already paid. After this date, deposit is non-refundable.

19. The undersigned individuals acknowledge that, prior to signing this contract, they have read this contract in full and understand its terms and conditions.

BY: _____ **BY:** _____
(Signature of Armory Manager) (Signature of Renter)

Print Name: _____ **Print Name:** _____

Telephone: _____ **Telephone:** _____

Renter's Address: _____

Renter's Email: _____

Renter's EIN: _____

Renters Driver's License # / State: _____

Deposit Receipt Number: _____

Other ID: _____ (Specify)

Balance Due Receipt Number: \$ _____