



PIEDMONT TECHNICAL COLLEGE

LEASE AGREEMENT **FOR USE WITH ALCOHOL PRESENT**

This Agreement made and entered into on _____ by and between **Piedmont Technical College**, hereinafter called the “Lessor”, and _____, hereinafter called the Lessee. For this Agreement to be effective, a copy of the Lease Agreement must be signed by the Lessee and returned to the Lessor **along with a valid credit card accepted by the Lessor.**

WITNESSETH: That in consideration of the mutual agreements herein and for other good and valuable consideration, Lessor hereby leases to Lessee and Lessee hereby accepts, subject to the terms and considerations herein set forth, premise as described on the attached confirmation for the purpose of a _____ and for no other purpose whatsoever with the understanding that Lessee shall have the right of ingress and egress; but acquires hereby no other right in any other part of the described premises than the part specified.

Piedmont Technical College Procedure 8-7-1050.1 provides the President of the College with the discretion to allow for consumption of alcoholic beverages on campus. The President has determined that only beer and wine, as defined in Title 61 of the South Carolina Code of Laws, is to be allowed for consumption on College premises. The consumption of any other alcoholic beverages as defined by state law is strictly forbidden.

1. Description of Premises Leased and Term of Lease

Premises hereby leased are described on the attached confirmation listing date, event time, and room(s).

2. Fees and Charges

Lessee agrees to pay to Lessor as rent for use of the said premises, personnel, equipment and other services the amount shown on the attached confirmation as the grand total.

Lessee agrees to present a valid credit card which will be used for all charges. A nonrefundable deposit of One Hundred Dollars (\$100.00) will be charged at the signing of this agreement. The remaining fee for rental of the Conference Center will be charged to the Lessee’s credit card prior to the event. A second deposit for clean up purposes will also be made at the time of rental. This charge shall be for Five Hundred Dollars (\$500.00) if using the Multipurpose Building or Three Hundred Fifty Dollars (\$350.00) for any other facility. Said clean-up charges are further addressed in paragraph four (4) of this agreement. Additional charges may be made by the Lessor for any subsequent fee or balance due and payable after the event. In the event that fees and charges due to the Lessor exceed the allowable amount on the presented credit card, then the Lessee shall be personally liable for the same.

Lessee also agrees to pay for any other personnel, services and/or equipment ordered after contract has been signed and any damages as provided herein.

3. Cancellation

Lessee recognizes that the exact amount of damages to the Lessor as a result of cancellation cannot be accurately ascertained; **therefore, if an event is cancelled 10 days or less prior to the event date, the client is required to pay 100% of charges listed on the lease agreement confirmation.**

4. Conditions

Rental rates do not include clean up after the event. The Lessor can provide clean up/janitorial services at an additional charge. At the time of rental, the Lessor will charge an amount of up to \$500.00 to the Lessee's credit card. This amount is to cover any failure to clean up by the Lessee or any damage done to the premises by the Lessee during the rental period. After inspection of the premises post rental, and not to exceed three business days, the Lessor will credit the balance of the charge back to the Lessee. If the Lessee fails to clean the rental area, or has caused damages, then the Lessor will notify the Lessee of the damages, cost, and then retain the deposit amount. If there remains a balance due, then the Lessor will process those additional charges.

The use of alcoholic beverages requires the presence of uniformed law enforcement officers who are acting within their jurisdiction. The College requires that there be a presence of uniformed law enforcement personnel and/or college public safety officials.

Lessee will provide the number of attendees prior to the event, and make arrangements with the College for the provision of off-duty law enforcement officers. The cost of the security personnel will be assessed and collected at the time the deposit is made.

This lease is immediately terminated if alcoholic beverages are served that are not permitted by Institutional Directive of the College. Law enforcement personnel will close the event and the Lessee will forfeit any deposit.

5. Signs and Decorations

Lessee may affix any approved posters, signs, advertisements or decorations to carpeted walls with "T" pins or thumbtacks only. Hard surfaced walls require using sticky putty only.

6. Vacating Premises at End of Lease

In the event that Lessee does not vacate the premises as specified herein at the end of the term of this lease, then Lessor is hereby authorized to remove from said premises, at the expense of Lessee, all property of any kind placed therein by the Lessee. The Lessor is hereby expressly released from any and all claims for damages of whatsoever kind or nature, which may arise or result from such removal and storage by Lessor. Upon termination of this agreement, the Lessee will deliver up to Lessor the premises demised in as good condition and repair as the same shall be found at the beginning of the term of this agreement, except for ordinary wear and tear.

7. Indemnity

Lessee agrees to indemnify, defend and hold harmless the Lessor, its agents and employees, against all damages, expenses, cost, fees, including legal fees, charges, loss and liability, whether groundless or otherwise, which may be incurred against Lessor by reason of third party suits, actions, claims or proceedings, judgments or administrative rulings arising out of or in connection with Lessee's negligence or intentional misconduct while occupying the premises during the term of the lease of the Conference Center or any portion thereof. Lessor agrees that it will promptly notify Lessee of any such claims, and will assist Lessee in defense of such claims. Lessee shall have sole control of the defense or settlement of such claims.

8. Compliance

Lessee agrees to comply with all laws, ordinances, rules and regulations adopted by federal, state, local government agencies or Lessor. Lessee will require that its agents or employees likewise so comply. No activities in violation of federal, state or local laws shall be permitted on the premises and it shall be the responsibility of the Lessee to enforce this provision. No lewd or indecent actions, conduct, language, pictures, or portrayals shall be included in the activities or events presented by Lessee on the premises and nothing presented, used, or sold shall be contrary to law or prohibited by ordinance of Greenwood County. Lessee agrees to be bound by the decision of the Lessor should any question arise on this paragraph.

9. Damages to Premises

Lessee agrees that if the leased premises, or any portion thereof of which the leased premises are a part, or any furniture, fixtures or equipment located in the leased premises and made available for Lessee's use shall be damaged during the term of this lease by the act, default or negligence of the Lessee's agents, employees, patrons, guest or any person admitted to said premises by Lessee, Lessee will pay to the Lessor upon demand such sum as shall be necessary to restore said premises to an undamaged condition. The Lessee hereby assumes full responsibility during the term of this lease for the acts and conduct of all persons admitted to said premises or to any portion of premises by the consent of Lessee or Lessee's agents.

10. License and Taxes

Lessee agrees to pay all taxes, excise taxes and/or license fees, and shall take out all licenses and permits for the use of the premises as required by federal, state, county and/or city laws or ordinances and the Lessee shall provide evidence of the same to the Lessor immediately upon the Lessor's request.

11. Public Safety

Lessee agrees that at all times, activities will be conducted with full regard to public safety, and the Lessee will observe and abide with all applicable regulations and request by duly authorized governmental agencies responsible for public safety. All portions of the sidewalks and all access to public utilities of the premises shall be kept unobstructed and shall not be used for any purpose other than ingress and egress.

12. Loss of Use of Building

In the event the premises leased by this contract or any part thereof shall be destroyed or damaged by fire or by any other cause, or if any other casualty, riot, or civil disturbance, strike, act of God, or other unforeseen occurrence shall render the fulfillment of this contract by Lessor impracticable, the Lessor shall not in any case be liable or responsible to Lessee for any damage or loss caused thereby. If because of an emergency such as, but not limited to, an air raid, an air raid warning, a curfew, a riot, civil disorder, or a proclaimed state of emergency, any performance or any public meeting scheduled or in progress is canceled or terminated, the Lessor shall not be liable or responsible to the Lessee for any loss or damaged caused thereby. In the event of loss of use of building, the Lessor will return the deposit to the Lessee.

13. Tobacco Use

Piedmont Technical College is a tobacco free campus. Violators may be fined.

14. Civil Rights

Lessee agrees to not discriminate or cause discrimination against any person because of race, religion, national origin, age or sex.

15. Waivers and Modifications

No alterations, variations, or additions in or to the terms of this contract shall be valid unless in writing and signed by the parties hereto. All terms of this agreement shall be governed by the State of South Carolina.

IN WITNESS WHEREOF, the parties have duly executed this instrument on the day and month and in the year written.

PIEDMONT TECHNICAL COLLEGE

BY _____
Lessor

DATE

BY _____
Lessee

DATE

