LANDS END YACHT CLUB

APPLICATION TO RESERVE THE LANDS END YACHT CLUB

In order to reserve the Lands End Yacht Club, we must receive an Application, Terms and Conditions, and completed License Agreement (all fully executed), and full security deposit ($500) and ½ of the license fee.

Name of Applicant/Organization: _____

Mailing Address of Applicant: _____

Home Phone/Cell: _____ Work Phone: _____

Fax number: _____

Email Address: _____

Purpose for which facilities are to be used: _____

Proposed license period beginning _____ and ending_____

Maximum number of persons expected to occupy the facilities during any portion of license period: _____

Max. Building Occupancy is 260 people, (not seating).

License Fee (Includes use of tables and chairs, deck and kitchen)

_____ $2700.00 Weekend starting 11:00 am Friday and Ending Monday at 10am.

_____ $1700.00 Friday starting at 11:00 am and ending at midnight.

_____ $1700.00 Saturday starting at 11:00 am and ending at midnight.

_____ $1200.00 Sunday starting at 11:00 am and ending at midnight.

_____ $650.00 Monday, Tuesday, Wednesday for Club Room & Deck OR Dining Room & Deck

_____ $750.00 Monday, Tuesday, Wednesday for whole building

_____ $750.00 Thursday for Club Room & Deck OR Dining Room & Deck

_____ $850.00 Thursday for whole building

Key can be picked up at Lands End Yacht Club at 11:00 am on the 1st day of license period and must be returned to the Lands End Yacht Club not later than 9:00 a.m. the following day of license period (Monday at 10am for weekend license period) or Licensee agrees to pay $35.00 for each hour or portion of each hour thereafter. **The key must be picked up by person whose name appears on license agreement and will not be given to other family members, caterers, florists, etc.** The applicant must also provide a copy of their event insurance coverage.

FOR FIRE DEPARTMENT, POLICE DEPARTMENT, OR AMBULANCE EMERGENCY CALL – 911

SECURITY DEPOSIT - $500.00. Security Deposit is fully refundable provided the conditions in this application and license agreement are met. If licensee cancels reservation prior to 30 days before the reserved license period, the security deposit shall be returned and the license fee will be forfeited. If the Licensee cancels the reservation 30 days or less before the reserved license period, the security deposit and the license fee deposit will be forfeited. The license fee and Security deposit does not include removal of catering or decorating materials. Damages resulting from use of the building shall be repaired by the Owner and deducted from the security deposit fee. If damages exceed the amount of the security deposit, licensee agrees to pay for the excessive damages upon presentation/receipt of repair bill. The Security Deposit, less damages, if applicable, will be returned to Applicant/Organization within 30 days upon return of keys.

Remarks: _____

_____ _____

Leasee Signed/Date Received by Lands End Yacht Club Agent Signed/Date

LANDS END YACHT CLUB RULES, TERMS & CONDITIONS

STRICTLY PROHIBITED (subject to whole or partial loss of security deposit):

1. Open fire or flame inside the building.
2. Smoking inside the building.
3. Smoke and fog machines inside the building.
4. The use of "keg" beer.
5. The use of glitter.
6. Nails, screws or any other fasteners to woodwork or walls.
7. Hanging or attaching anything to chandeliers.
8. Tape, Velcro, or any other adhesive substance to any surface.
9. Old Food and garbage left inside building over night.
10. Thermostats set below 68 degrees.
11. Furniture removed from building
12. Cooking in the kitchen. Only warming of food allowed.
13. Temperature adjustment to refrigerator or freezer.
14. Unlocked doors when renter leaves building unoccupied.
15. Loitering, littering and the use of profanity outside the building and around neighborhood.

More Important Information: WI-FI Password is: Landsend8811

• **Parking:** There is plenty of on site free parking.

• **Tables & Chairs:** There are tables and chairs throughout the Lands End Yacht Club building and deck. Tables and chairs may not be removed from building or premises.

• **Noise:** Excessive noise will not be tolerated. DJs and Bands must stop playing by mid-night of the night of the event. All exterior doors are to be kept closed except when persons are entering and leaving. Windows are to be kept closed at all times. Licensee and their guests must leave premises by 1am every night of their license period.

• **Garbage:** All garbage must be placed in plastic bags, removed from the building, and placed in the outside GREEN trash cans immediately following the event. This includes trash from the bathrooms. Please remind guests to not litter the surrounding neighborhood.

• **Spills:** Any water or other liquid spills must be cleaned up immediately! Portable coolers and etc. that tend to "sweat" and/or leak onto floors shall be placed on plastic or other suitable barrier material and Licensee will be responsible for frequently soaking up any liquid to prevent it from damaging wood floors and ceilings below.

• **Clean Up:** We expect to get the facility back in the same condition you received it. Please wipe tables and sweep floors and ensure no food particles are left lying on the floors! All furniture needs to be put back in the original layout. Caterers must remove all plates and glassware, trash, and any food after the event. Please remove all waste associated with decorations and food preparation and serving. Lands End Yacht Club janitorial services included as part of license agreement does not include removal of these materials placed on the premises by Licensee or their agents. Licensee will be charged for removal of waste, decorations, food, etc. left in the building by the licensee after licensee had turned over the key.

• **Last Day of License Period:** Licensee must make arrangements with caterers to have all items provided by the caterer removed and building key returned to Lands End Yacht Club agent no later than 9:00 a.m. on the final day of license period (noon Sunday for weekend license period). If these items are not removed and key is not returned by this time, there will be a $35.00 per hour charge to the Licensee for each hour after 10:00 a.m. Entrance and exit doors shall be locked at all times when the Licensee leaves the building unoccupied.

• **Emergencies:** For any problems that would endanger the hall contact Atlantis Property Management (843) 833-5377 as well as required emergency agencies (fire department, police department, ambulance, etc.) immediately.

Licensee Initials _____

LANDS END YACHT CLUB – LICENSE AGREEMENT

STATE OF SOUTH CAROLINA
COUNTY OF GEORGETOWN

This license agreement made in Georgetown, South Carolina on this _____ day of _____, 2019 between Lands End Yacht Club (Licensor) and _____(Licensee) provides as follows:

1. License Agreement. Licensor hereby permits Licensee to temporarily occupy and use the Lands End Yacht Club Property located at 444 Marina Drive, Georgetown, South Carolina, 29440 (hereinafter the "Premises") for the sole purposes as described herein below and more fully described on the attached Exhibit "A" which is incorporated herein by reference.

2. Terms: This license agreement shall commence at _____ a.m. on _____, and end at _____ on _____, Licensee covenants that upon termination of this license agreement, or any extension thereof, the Licensee will quietly and peacefully deliver up possession of the facilities. Licensee to pay $35.00 per hour or for portion of hours if keys are returned after 9:00 a.m. on the day license period ends, Sunday at noon for weekend rate license period.

3. License Application: The Licensee acknowledges that the Owner has relied on the Application to Reserve & License the Lands End Yacht Club, as an inducement to entering this agreement. Licensee warrants to Lands End Yacht Club that the facts stated in the Application are true to the best of the Licensee's knowledge. If any fact stated in the Application proves to be untrue, Lands End Yacht Club shall have the right to terminate the agreement immediately.

4. The Licensee agrees to pay a license fee of $_____. **In order to reserve Lands End Yacht Club, the full security deposit and ½ license fee must be sent to Atlantis Property Management. If license fee is not paid in full 30 days prior to reserved date, reservation will be cancelled.** Security deposit to be held as security for the full and faithful performance by Licensee of terms and conditions herein; no part of this deposit is to be applied to any license fee. Lands End Yacht Club warrants that acceptance of the license deposit, ½ of the license fee, and signed License Agreement grants the Licensee reservation of the license period stated in Licensee's License Application. Lands End Yacht Club further warrants the security deposit shall be returned to the Licensee within 30 days following the license period provided terms and conditions have been met by Licensee. The initial ½ payment shall be forfeited by the Licensee if Licensee cancels his reservation prior to the license period for which reservation has been granted by Lands End Yacht Club. If the reservation is cancelled 30 days or less before the license period, the security deposit shall also be forfeited.

5. The Licensee shall not assign, sublease or sub rent any part of the premises, without the written consent of Lands End Yacht Club.

6. Utilities: Lands End Yacht Club shall provide hot and cold water, sewer, electricity, and gas to fixtures and appliances installed in the premises. Fire extinguishers are located in readily accessible locations in case of emergency. Lights with backup power are provided to facilitate evacuation of the building in case of emergency.

7. Licensee Obligations: See Application and Terms and Conditions which are incorporated herein by reference.

8. Right of Access: Lands End Yacht Club representative may enter the premises at any time without consent of the Licensee.

9. Remedy after termination of license agreement: Upon the expiration of the term of this license agreement, or upon earlier termination of this license agreement pursuant to the terms hereof, Lands End Yacht Club has the right to take possession of the Premises without having to follow any process of law. The Licensee specifically acknowledges Lands End Yacht Club shall not be required to institute an action for possession with any Court and further acknowledges Lands End Yacht Club will not be required to file a formal application for writ of ejectment.

   Licensor shall also have the right to seek any remedy available at law or in equity, including but not limited to a claim for damages, reasonable attorney's fees, collection costs, and court costs.

10. Indemnification: Licensee agrees to indemnify, save, defend and hold harmless Lands End Yacht Club, it's officers, agents, servants, employees and members, from any and all claims, demands, damages, costs and expenses, including reasonable attorney's fees for the defense thereof, arising from the use of the premises by the Licensee; or from any acts of negligence of Licensee, Licensee's guests, invitees, agents, contractors, employees, concessionaires, or licensees in or about the premises, except in the event of sole negligence of the part of the Lands End Yacht Club, its employees or agents.

11. Licensee to provide names of all caterers to Lands End Yacht Club not later than 30 days prior to event along with caterers signature on a copy of the Terms and Conditions Pertaining to License of Lands End Yacht Club. Lands End Yacht Club retains the right to disapprove the use of any caterer or vendor.

12. Damage or Destruction to Premises. In the event the Premises shall be damaged, impaired or destroyed such that same is not suitable for use, Land Ends Yacht Club shall as soon as practicable notify the Licensee. Upon the occurrence of such event, this license agreement shall be terminated without obligation or penalty to either party, Lands End Yacht Club shall refund all monies paid by the Licensee and the Licensee shall not be entitled to specific performance or damages of any kind.

13. Insurance. Applicant must provide Event Insurance with 1 million dollars in liability coverage. The Lands End Yacht Club must be listed as additional insured. (Approximate cost $200). This insurance specifically needs to include any planned use of alcohol beverages being served on the Premises. Cancellation insurance is not required but is encouraged.

14. Damage. Licensee shall be responsible for any damages caused to the Premises, or the fixtures and furnishings contained therein, as a result of its use and occupancy by licensee. Lands End Yacht Club is not responsible for any items left on the Premises at the conclusion of the Term.

15. Notice. Any notice or communication which may be given, or is required to be given under the terms of this agreement shall be in writing, mailed to the respective party at the address set forth in the Application to Reserve attached hereto.

16. Interpretation. Nothing herein shall be interpreted as a Lease Agreement, and nothing herein shall be construed as to create a Landlord and Tenant relationship between the parties hereto. The parties hereto specifically acknowledge the South Carolina Residential Landlord Tenant Act **DOES NOT** apply to the Agreement.

17. Compliance. Licensee shall comply with all laws, ordinances, rules and orders of appropriate governmental authorities applicable to its use of the Premises.

18. Facsimile and Other Electronic Means. The parties agree that this Agreement may be communicated by use of a fax or other secure electronic means, including but not limited to electronic mail and the internet, and the signatures, initials and handwritten or typewritten modifications to any of the foregoing shall be deemed to be valid and binding upon the parties as if the original signatures and initials.

19. Survival. If any provision of this Agreement should be or become invalid, such invalidity shall not in any way affect any of the other provisions of this Agreement which shall continue to remain in full force and effect.

20. Entire Binding Agreement. It is expressly agreed between the parties that this Agreement, together with any attachments hereto, constitutes the entire agreement between the parties hereto and there are no other conditions, reservations, or oral agreements of any kind regarding the License Agreement agreed upon which are not contained herein. Any modifications or addendum of or to this Agreement must be in writing and be signed by both parties to this Agreement.

21. Modification. This agreement shall not be modified without the written consent of both parties.

22. Choice of Law/Venue. This Agreement shall be governed by, and constituted in accordance with the law of the State of South Carolina, all rights and remedies being governed by those laws. The parties hereto agree that Georgetown County, South Carolina shall be the proper venue for any dispute arising hereunder.

Licensee's Signature/Date

Lands End Yacht Club Agent

LIST OF LICENSEE CONTACTS (contact before, during, and after rental period.)

Name of Person who will **pick up & drop** off key / Phone

Name/ Phone

Caterer Name/Phone
(30 days prior to event)

TO COMPLETE RESERVATION, THIS LICENSE AGREEMENT MUST BE COMPLETED, SIGNED, AND RETURNED TO ATLANTIS PROPERTY MANAGEMENT NO LATER THAN:

WRITE CHECK TO: **Lands End Yacht Club**

MAIL TO: **Atlantis Property Management**
411 Front Street
Georgetown, SC 29440
(843) 833-5377
LandsEndYachtClub@gmail.com