



The Foothills Agricultural Resource & Marketing Center

2063 Sandifer Blvd.
Seneca, SC 29678

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farmcenterseneca@gmail.com

Mailing Address: P.O. Box 130
Richland, SC 29675

Website: www.farmoconee.org

Rental Contract - Terms and Conditions of Use

This agreement is made and entered into the _____ day of _____, 20____ by and between The Foothills Agricultural Resource and Marketing (FARM) Center hereinafter referred to as the Licenser and _____ hereinafter referred to as the Licensee.

Licensee Information

Name _____ Phone (____) ____ - _____ FAX (____) ____ - _____

Address _____

City _____ State _____ Zip _____ Email _____

Contact Person _____ Phone (____) ____ - _____ Other _____

The Licensee agrees to rent areas specified in this Contract from The Foothills Agricultural Resource and Marketing (FARM) Center during the time(s) and date(s) specified in this Contract. The specified areas will be available to the Licensee during the indicated time(s) ONLY; therefore, the Licensee should include sufficient time to set up and clean up.

Event Information

Date(s) Rented: _____

Nature of Event: _____

Expected Attendance _____ Event start time _____ Event end time _____

Area Rented (Check all that apply) (Parking is included)

- ___ Holden Pavilion (\$200 per day, includes power & water)
- ___ Barn (\$400 per day, includes power and water)
- ___ Arena (\$500 per day, plus \$10.00 per hour when lights required)
- ___ Fairground Midway (\$100.00 per day no utilities, plus \$25.00 per hook-up per day for utilities)
- ___ Grounds (\$25.00 per acre per day) (\$100 Minimum)
- ___ Amphitheater (\$200 per day, includes power & water)
- ___ Tables & Chairs (\$300 Seating and tables for 200 people, or, ___ chairs @ \$1 each, ___ tables @ \$5 each. Renter is responsible for setting up and re-stacking tables and chairs.)

A signed rental contract along with a **non-refundable deposit** of half of the rental fee or \$200 (whichever is least) will be due within 14 days of making your reservation to hold any individual facility or area.

The remaining half of the rental fee and damage deposit is due 30 days before the event. A \$250 damage deposit is required for each event. It will be refunded after the event and inspection by a FARM Center representative.

INSURANCE

General Liability Insurance of no less than \$1,000,000 per occurrence and \$2,000,000 aggregate is required by the Licensee. The policy shall name The Foothills Agricultural Resource and Marketing Center and Oconee County SC, their agents and/or employees as Additional Insured. The policy must also name The Foothills Agricultural Resource and Marketing Center as the Certificate Holder. A Certificate of Insurance (COI) must be in our office within 10 days prior to the show or event.

Workers' Compensation insurance for all employees and volunteers as required by state law and policy information must be shown on the COI.

INDEMNIFICATION

The Licensee shall indemnify, defend and hold harmless The Foothills Agricultural Resource and Marketing Center, and Oconee County, SC and/or its respective officers, directors, employees, agents and representations, from and against any and all third-party claims, demands, actions, causes of action, fines, losses or damages whatsoever and any related cost and expense, including reasonable attorney fees arising out of their activities and/or any breach of this Agreement.

GENERAL RULES AND REGULATIONS

The FARM Center delivers a "broom clean" floor. We expect the Licensee to deliver it back in the same condition. Renters are responsible for setting up for meetings and cleanup of the trash after the meeting.

Damages to the FARM Center property are the responsibility of the Licensee. Incidents of damages should be report to The FARM Center Management immediately.

The Licensee assumes full responsibility for the acts and conduct of its exhibitors, agents, employees, licensees, subcontractors, invitees and attendees of the event.

Security personnel are at the discretion of the Licensee. The FARM Center Board recommends each event provide one security officer per 500 anticipated attendees.

Any keys required by you and your service contractors will be subject to a \$10 key deposit.

The location and method of installation of any special decorations or signs must be approved by The FARM Center management prior to installation.

All special decorations or signs left at The FARM Center at the conclusion of your event will be considered trash. All special decorations or signs that you want to save must be removed at the conclusion of your event.

The FARM Center reserves the right to use event photos or other forms of display for FARM Center advertising purposes.

All FARM Center motorized equipment will be operated by authorized FARM Center personnel only.

All Drones are prohibited over FARM Center grounds at all times due to safety concerns and insurance regulations.

Golf carts, 4-wheelers, scooters and any other motorized vehicles shall be operated by licensed operators only. Children who cannot secure a driver license will not be allowed to operate any motorized vehicles.

The FARM Center marquee and website shall be operated by The FARM Center personnel. Management will determine the contents of the message to be displayed and the dates the message will appear. Management will have the final approval of all marquee and website messages.

RESIDUAL MATTERS

Every event is different, and the General Policies, Rules and Regulations cannot conceivably cover every possible scenario. All matters, rules, regulations or deviations not expressly provided for herein shall be decided upon by The FARM Center Management. Our sole effort is to ensure the success of your event and safeguard the safety and experience of all our visitors.

The Licensee furthermore understands that this Agreement is binding on both parties and the organizations they represent.

Licensee cannot assign, transfer or subrogate this agreement to another organization, affiliate or party thereof not responsible for payment in this agreement.

If any portion of this agreement is found in violation of the laws or public policy of the State of South Carolina and thus invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect. No illegal activity is permitted in or around The Foothills Agricultural Resource and Marketing (FARM) Center as defined by the General Assembly of the State of South Carolina or the Federal Government.

Upon signature of this contract, the Licensee agrees with the Policies and Procedures provided to them by Licensor. **(This contract is not in effect until both parties have signed the contract form and each have a completed copy.)**

LICENSOR: (The Foothills Agricultural Resource and Marketing (FARM) Center)

Signature _____ Print Name _____

Organization _____ Title _____

Phone: ____-____-____ Date signed: __/__/__

LICENSEE:

Signature _____ Print Name _____

Organization _____ Title _____

Phone: ____-____-____ Date signed: __/__/__

Office Use Only:

Contract Amount: \$ _____

Date Deposit Paid: __/__/__

Check # _____

Deposit Amount Paid: \$ _____

Balance: \$ _____

Date Balance Paid: __/__/__

Check # _____

Amount Paid: \$ _____

**Foothills Agricultural Resource and Marketing (FARM) Center
Application for Alcohol Use at FARM Center**

Will alcohol be served? Yes ___ No ___

If yes – initial all lines below:

___ The necessary ABC permit will be obtained from the South Carolina Department of Revenue Alcohol Beverage Licensing (803-898-5864) and a copy will be provided before my event.

___ One security officer will be provided by the licensee for the first 200 people in attendance and an additional security officer for each additional 200 people.

___ The applicant will provide a Certificate of Liability Insurance for at least \$1 million which assumes, in writing, liability for matters arising from the serving of beer, fortified wine or spirituous liquor. The liability policy shall be secured for the above event and will name the Foothills Agricultural Resource and Marketing (FARM) Center as additional insured. A copy of the policy will be turned in at least 48 hours prior to the event, if not sooner.

FARM Center Official:

Signature _____ Print Name _____

Title _____

Phone: _____ - _____ - _____ Date signed: ___/___/___

Applicant:

Signature _____ Print Name _____

Organization _____ Title _____

Phone: _____ - _____ - _____ Date signed: ___/___/___

The FARM Center INCIDENT REPORT FORM

Use this form to report accidents, injuries, medical situations, criminal activities, traffic incidents, or student behavior incidents. If possible, a report should be completed within 24 hours of the event.

Date of Report: _____

PERSON INVOLVED

Full Name: _____

Address _____

Identification: Driver's License No. _____ Other: _____

Phone: _____ E-Mail: _____

THE INCIDENT

Date of Incident: _____ Time: _____ AM PM

Location: _____

Describe the Incident: _____

INJURIES

Was anyone injured? Yes No

If yes, describe the injuries:

WITNESSES

Were there witnesses to the incident? Yes No

If yes, enter the witnesses' names and contact info: _____

POLICE / MEDICAL SERVICES

Police Notified? Yes No If yes, was a report filed? Yes No

Was medical treatment provided? Yes No Refused

If yes, where was medical treatment provided? On site Hospital Other: _____

PERSON FILING REPORT

Signature: _____ Date: _____

Print Name: _____

OFFICE USE ONLY

Report received by: _____ Date: _____

Follow-up action taken:

Action Taken:
