

# COLUMBIA SCOTTISH RITE LEASE AGREEMENT

This Lease Agreement (Agreement) made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **Columbia Scottish Rite**, hereinafter known as "Lessor", and \_\_\_\_\_, hereinafter known as "Lessee" for the rental of the Columbia Scottish Rite Center (Center) located at 7230 Garners Ferry Road, Columbia, SC 29209.

1. *Duration:* The term of this Agreement shall commence at \_\_\_\_:\_\_\_\_ am/pm on \_\_\_\_\_, 20\_\_\_\_, and terminate at \_\_\_\_:\_\_\_\_ am/pm on \_\_\_\_\_, 20\_\_\_\_. Under no circumstances shall any event or function at the Center commence at or continue after 10:00 pm.

2. *Purpose of the Rental of the Center:* The Lessee is renting the Center for the following purposes:

\_\_\_\_\_

\_\_\_\_\_

Any deviation by the Lessee from the above stated purposes shall result in the automatic voiding of the Agreement.

3. *Rent:* The Lessee shall pay to the Lessor rent in the amount of \_\_\_\_\_ and such rent shall be due and payable before the commencement of the lease term. Checks will be accepted up to ten (10) days before the event. Thereafter, Cash will only be accepted up to four (4) days prior to the event. If full payment is not made prior to four (4) days before the event, this Agreement shall be null and void.

4. *Security Deposit:* The Lessee shall pay the sum of Two Hundred and 0/100ths (\$200.00) Dollars in Cash to the Lessor for the Security Deposit. This amount will be paid upon the signing of this Agreement. The Security Deposit will be refunded after the conclusion of the event and full compliance of all parts of this Agreement by the Lessee. The final determination of full compliance with the Agreement by the Lessee is in the sole provence of the Lessor.

5. *General Liability Insurance Coverage:* The Lessee shall purchase and maintain general liability insurance coverage for the duration and purpose of the event as set forth in Paragraphs One (1) and Two (2) of this Agreement in the amount of One Million (\$1,000,000.00) Dollars / Two Million (\$2,000,000.00) aggregate. The policy shall name the Lessor and its insuring company, Great American Insurance Company, Continental Casualty Company, and Travelers Casualty, as the "primary payee and subject to availability; non-contributory". The Lessee shall be responsible for insuring all of the Lessee's property used or kept in the Center and any placement of its property within the Center is entirely at the Lessee's risk. The Lessor assumes no responsibility whatsoever for any property placed on the leased premises by the Lessee. Evidence of such insurance requirements shall be in place and on file with the Lessor prior the commencement of the event, and is a condition of receiving the key to the Center as set forth below.

NOTE: Event insurance can be obtained along with additional insured language for events from on line websites such as [www.theeventhelper.com](http://www.theeventhelper.com). It may be that the Lessee's insurance company may be of assistance and insure the event. However, it is the Lessee's responsibility to handle their own insurance requirements.

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Lessees's Initials

6. *Liability and Indemnification:* Lessee shall indemnify and defend the Lessor against, and hold it harmless from any and all liability, damage, expense, cause of action, suits, claims, or judgments on account of or in connection with any injury, loss, or damage to any person or property resulting or claiming to have resulted from the use of the leased premises by the Lessee, its servants, agents, employees, customers or visitors, or for that portion of the building not within the Lessee's exclusive control (including both the areas inside and outside thereof) resulting or claimed to have resulted from the Lessee's omission, fault, negligence, or other misconduct.
7. *Non- Liability of Lessor:* Lessor shall not be responsible for loss or damage to any property, either inside or outside of the Center, regardless of whether the Lessee is the owner thereof. The Lessor shall not be liable to the Lessee for any losses or damages sustained by the Lessee on account of any discontinuance or interruption of air conditioning or heating, electricity, sewer service, water, sprinkler, gas or other utility service, convenience service. The Lessor's sole obligation to the Lessee is upon timely notice to the Lessor's contact as set forth below, the Lessor shall see that such discontinuance and interruption is rectified. Such discontinuance or interruption should not constitute grounds for constructive eviction or termination of this Agreement by the Lessee

15. *General Use of Premises:* The Lessee shall be used the Center and its premises only and exclusively for lawful and moral purposes and no part of the Center and its premises shall be used in any manner whatsoever in violation of the laws, ordinances, regulations and /or orders of the United States of America, the State of South Carolina, the County of Richland, the City of Columbia, and / or subdivisions, boards, or other government agencies thereof. Lessee shall comply with the laws, ordinances, regulations and /or orders now in effect or thereafter passed during the term of this Agreement insofar as the Center and its premises are concerned.
16. *Prohibition Against Smoking:* Smoking in the Center is expressly prohibited inside the building. Smoking is allowed outside of the building and in the specifically designated areas.
17. *Prohibition of Alcoholic Beverages:* Alcoholic beverages, with the limited exception of beer, wine, and /or champagne, are expressly prohibited in the building and on the grounds of the Center. Sales of any Alcoholic beverages are prohibited in the building and on the grounds of the center. If beer, wine, and / or champagne are to be served at the event, this must be disclosed by the Lessee and expressly approved in writing by the Lessor and attached to this Agreement. Violation of this paragraph will result in immediate termination of the Agreement, termination of the event, and eviction from the premises by the Columbia Police Department. You are required hire a law enforcement officer for those events that will serve beer, wine, and / or champagne. By contacting either the Columbia Police Department or the Richland County Sheriff's Department, law enforcement officers can be hired at an hourly rate and either department will be glad to assist you. \_\_\_\_\_ Will serve alcohol \_\_\_\_\_ Will NOT serve alcohol (Please initial)
18. *Prohibition of Drugs:* The presence of illegal drugs or other controlled substances in the Center is expressly prohibited inside the building and on the grounds of the Center. Violation of this paragraph will result in immediate termination of the rental agreement, termination of the event, and eviction from the premises by the Columbia Police Department.
19. *Use of Candles or other Open Flame:* Candles or other open flames are permitted in the Center but only with the express approval and written permission of the Lessor, which shall not be unreasonably withheld. If candles or other open flames are used by the Lessee in violation of this paragraph, it will result in immediate termination of the Agreement, termination of the event, and eviction from the premises by the Columbia Police Department.
20. *Noise:* The Lessor is required to contain the event or function within the Center building and maintain sound levels, especially music, at a reasonable level. Violation of this paragraph will result in immediate termination of the rental agreement, termination of the event, eviction from the premises, and citation of the Lessee by the Columbia Police Department.
21. *Alterations to the Center:* The Lessee shall make no alterations or additions to the Center without written consent of the Lessor, with such consent being attached to this Agreement. The removal of any decorations placed in the Center is the responsibility of the Lessee.

8. **Key:** The key to the Center may be picked up by the Lessee from the Lessor at 7230 Garners Ferry Road, Columbia, SC 29209 one day prior to the event. The key must be returned by the Lessee to the Lessor by not later than 11:30 pm the day of the conclusion of the event or function. Failure to timely return the key shall result in an additional One Hundred Fifty and no one hundredths (\$150.00) dollars per day for each day the key is not returned.
9. **Identification, Responsibility, and Presence of the Lessor at the Event or Function:**  
The Lessee must show a picture identification with a current address when the Agreement is presented and rental payment is made, and must bring a copy of the Agreement and show a picture identification when picking up and returning the key. ***The Lessee is the responsible party during the duration of the Agreement and must be present at the event or function at all times.***
10. **Property Available for Use by Lessor:** The Center has \_\_\_\_\_ ( ), tables \_\_\_\_\_ ( ) chairs, and various props available for use by the Lessee. Prior to the date of rental by the Lessee, the Lessor will inventory and inspect the number of table, chairs, and props and ensure their availability to the Lessee. After the date of the event, the Lessor will inventory and inspect the table, chairs, and props. If any tables, chairs, and / or props are missing and / or damaged during the course of the rental by the Lessee, the Lessee shall be responsible to the Lessor for the cost of the repair or replacement of the missing and / or broken tables, chairs, and / or props.
11. **Fire Code Capacity:** The fire code capacity of the Centers Dining area is Two Hundred Forty-Three(243) people. The fire code capacity of the Auditorium is Two Hundred Ninety-Three (293) people. Violation of this paragraph will result in immediate termination of the Agreement, termination of the event, eviction from the premises, and citation of the Lessee by the Fire Marshall of the Columbia Fire Department.
12. **Heating / Air Conditioning Unit, and Lights:** The Lessor is responsible to turning on and off the Heating / Air Conditioning Unit and the Lights in the Center. Any adjustments to the Heating / Air Conditioning Unit shall be made in coordination with the Columbia Scottish Rite Center.
13. **Windows, Wall, and Ceiling:** The Lessee shall not use tape or any other adhesive material on the windows, walls or ceiling of the Center.
14. **Trash and Clean Up of the Community Center:** The Lessee is responsible for the cleaning up and removing all trash and debris at the end of the event or function. The Lessee shall be liable to the Lessor for such sum as shall be necessary to remove any trash and debris not removed by the Lessee after the event or function. Please leave the Center as clean as you found it.

22. *Compensation of Damage:* If the Center premises, or any portion of said building or property, during the term of this Agreement, shall be damaged, destroyed, or stolen by the act, omission, default or negligence of the Lessee, the Lessee's agents, patrons or employees, Lessee shall be liable to the Lessor for such sum as shall be necessary to restore the leased premises to their present condition.
23. *Removal of Lessee's Property:* The Lessor reserves the right to remove from the building all effects remaining in building after time specified and to store same at Lessee's expense, and to sell said effects after passage of thirty (30) days from date of termination or default of the lease.
24. *Assignment:* The Lessee shall not assign this Agreement, or any part thereof, nor suffer any use of said premises other than herein specified. Violation of this paragraph will result in immediate termination of the rental agreement, termination of the event, and eviction from the premises by the Columbia Police Department.
25. *Right of Entry:* The Lessor reserves the right to enter upon and to have access to said premises at any and all times on any matters connected with said premises.
26. *Attorney's Fees:* Lessor shall be entitled to the recovery of attorney's fees, costs and litigation expenses, if this Agreement is referred to any attorney for collection or enforcement.
27. There will be no Firearms permitted in the building and on the grounds of the Center. This also includes concealed weapons even though the individual has a concealed weapons permit. (exception are with regards to City Police, County Sheriffs Officers, State and Federal Officers when on duty)
28. *Lessor's Contact Information:* The Lessee shall report any non-functioning equipment or problems with the building to **Bill Campbell, Secretary, Columbia Scottish Rite, at (803)206-1696.**
29. It is the Lessee's responsibility to report any problems quickly so that they may be corrected as soon as possible.

[Signatures on the following page.]

I HAVE READ AND UNDERSTAND THE RENTAL AGREEMENT. I UNDERSTAND THAT AS THE LESSEE, I AM FINANCIALLY RESPONSIBLE FOR ANY DAMAGES THAT MAY OCCUR DURING THE RENTAL PERIOD.

I ALSO UNDERSTAND THAT I MUST BRING A COPY OF THE RENTAL FORM AND PICTURE IDENTIFICATION TO THE COLUMBIA SCOTTISH RITE CENTER WHEN PICKING UP AND DROPPING OFF THE KEY. I CANNOT PICK UP THE KEY WITHOUT PRESENTING A COPY OF THE RENTAL AGREEMENT AND PICTURE IDENTIFICATION.

\_\_\_\_\_  
Lessee

\_\_\_\_\_  
Printed Name of Lessee

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Columbia Scottish Rite Center,  
Lessor

***Thank you for your cooperation. We hope your rental of the Columbia Scottish Rite Center will be an enjoyable and pleasant experience and your event a success!***