



# INDIGO RUN

## ***Property Owner/Resident Rental Agreement Indigo Hall Community Center***

Name of Property Owner/Resident: \_\_\_\_\_

Indigo Run Address: \_\_\_\_\_

Home or cell phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

Type of Event: \_\_\_\_\_

Will attendees pay a fee for the event?     Yes     No

Is the general public invited?     Yes     No

Number Attending \_\_\_\_\_ (Maximum: 300)

Date of Function \_\_\_\_\_ Time of Function \_\_\_\_\_

Caterer		Phone

Will Alcohol be served: YES  NO

*If yes, review the "Alcohol Policy" to determine if an Alcohol license is required. State law prohibits serving alcohol to attendees under the age of 21.*

Number of Guests	Rental Fee	Deposit
1-25	\$125	\$300
26-75	\$250	\$500
76-150	\$400	\$750
151-225	\$600	\$1000
226-300	\$800	\$1250

Deposit:                    \$ \_\_\_\_\_    (Required to hold date)

Surcharge:                \$ \_\_\_\_\_    A \$150/per day surcharge for extensive preparation the day before or cleanup the day after. Date(s) \_\_\_\_\_

Total                        \$ \_\_\_\_\_    Due with signed contract.

Rental Fee:                \$ \_\_\_\_\_    Due on: \_\_\_\_\_

Options\*:                    \$ \_\_\_\_\_    See *Options* on Page 2. Due with rental fee.

<b>Option*</b>	<b>Cost</b>	
Set-up of tables & chairs**	\$300	Table linens and/or chair covers must be provided by renter or caterer.
Breakdown of tables & cleanup	\$300	
Outdoor Fireplace	\$75	
Indoor Dance Floor	\$200	
Drop Curtains (outside)	\$150	
5 Foot Grill w/full propane	\$60	
One Oyster Table (4 available)	\$50	
Oyster Steamer	\$50	

*\* Please give more than a 5-day notice for any option that was not requested at time of rental. Requests less than 5 days before event will be subject to double the cost.*

*\*\*Renter is encouraged to provide a sketch of desired setup. Any change after initial setup is subject to additional fee.*

### **Terms**

**Facility Deposit:** All Property Owners/Residents will be charged a facility deposit at the time of booking. This deposit will be returned to the Property Owners/Residents within approximately twenty (20) business days after the COA has established that there has been no damage, loss or other problem associated with the use. If there is loss or damage, the deposit will be retained by the COA and additional fees may be charged to cover the damage or loss.

Rental and any other fees must be paid no less than forty (40) business days prior to the event. If the event is scheduled closer than forty business days to the date of the event, fees are due at time of reservation. **Payment is accepted from the Property Owner/Resident only.**

**Smoking:** Smoking is not permitted inside Indigo Hall or in the Pavilion. Smoking is limited to the front of the building where appropriate receptacles for smoking materials have been provided.

**Keys:** Securing and returning facility keys will be the responsibility of the Property Owner/Resident. Keys must be returned to the Security Office by midnight of the day of the event unless the surcharge has been paid for an extended breakdown or permission is granted by the COA staff for an extension. If keys are lost or not returned, the Property Owner/Residents may be charged the replacement cost of the keys in addition to the required deposit. The Property Owner/Resident is responsible for any loss or damage.

**Cleaning of Facility/Checklist/Furniture:** Users are required to remove decorations, etc., bag refuse generated from the event, and replace trash bags, before they leave the facility. Put bag of refuse in a large bin and move into corner of kitchen or storage area. Furniture must be returned to its original setup (as found) unless prior arrangements and payment have been made to have furniture moved by COA Maintenance.

**Change of Event Purpose:** The purpose of the event cannot be changed without filing a new agreement. If this does not occur, the deposit will be forfeited, and the event canceled.

**Rental Time Limits:** Indigo Hall facilities are available for rental from 8 AM to 12:00 midnight. If facilities are occupied before or after these times (unless otherwise approved by the IRCOA), **the facility deposit fee may be forfeited.**

**Cancellation Policy:** Cancellation of this event must be made no later than ten business days prior to the event. If this policy is violated, 50% of the deposit will be retained. December cancellations will be charged 75% of the deposit if canceled less than twenty (20) business days before the event, 50% if cancelled less than thirty (30) business days before the event. ***(Special circumstance may be presented to the COA, but a release of responsibility is not guaranteed.)***

**Alcohol Policy:** If alcoholic beverages are to be served, restrictions of the South Carolina State laws will be followed. Accordingly, no minor (under the age of 21) shall be served or permitted to consume alcoholic beverages. For events of 51 or more attendees, where alcohol is offered for a fee or exchange, a Temporary Beer/Wine or Alcohol license must be obtained from the SC Dept. of Revenue and Taxation, Alcoholic Beverage Licensing, 301 Gervais St., PO Box 125, Columbia, SC 29214, and displayed at the event. (Application takes 4-6 weeks for processing.) A copy of this temporary license must also be presented to the IRCOA Office and held on file prior to the event.

**Code of Conduct:** All attendees must adhere to a proper code of conduct, which will not cause injury to any other persons or to the facility and its furnishings. ***Any damages to the facility or its contents will be deducted from the facility deposit and, if damages to the facility exceed the amount of the deposit, the undersigned Property Owner/Resident shall be liable for the cost of the repairs. No outdoor music is permitted beyond the following limits: outside only until 10 PM on Sunday-Thursday and until 11 PM on Fridays, Saturdays and nights immediately before a holiday in accordance with the rules of Indigo Run.***

**Risk of Loss and Indemnification:** The undersigned Property Owner/Resident understands and agrees that neither the IRCOA nor its managers, operators, members or employees will be held liable in any way for any occurrence in connection with the use of the facility which may result in injury or damage to any guests or invitees attending the function in question. Further, the Property Owner/Resident hereby assumes all responsibility in connection with the use of the facility, releases the IRCOA and its guests from all liability for any injuries or damages which may befall him/her, and any

guests or invitees attending the scheduled affair. The Property Owner/Resident further agrees to hold harmless and defend the IRCOA from indemnity for any claims, causes of action and/or damages which may arise as a result of the use of the facility by the Property Owner/Resident and his/her family, guests and/or invitees.

**The undersigned understands that if any of the conditions/terms of this agreement are violated, the facility deposit will be forfeited, and further use of the facility may be prohibited.**

I have read, understand, and agree to the ***Indigo Hall Community Center Rules, Regulations and Policies for Property Owners & Residents Use.***

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**Property Owner/Resident (Print)**

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**Signature & Date**

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**IRCOA Staff**

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# INDIGO RUN

## ***Indigo Hall Community Center Rules, Regulations & Policies For Property Owner & Resident Use***

1. Operation and maintenance of the Indigo Hall Community Center (hereafter referred to as Indigo Hall) is the responsibility of the General Manager under the direction of the Indigo Run Community Owners Association (hereafter referred to as the COA) Board of Directors. These facilities will be operated and maintained for the primary purpose of filling the needs of the COA, Property Owners/Residents and Tenants holding leases of nine months or longer, their immediate families, and their guests. Property Owners of residential lots and family dwelling units and Tenants of such Owners holding leases of nine months duration or longer must be in good standing with the COA.

2. The policy for use of Indigo Hall is as follows:

- a. **COA programs, meetings, activities and governmental elections:** shall have precedence over reservations by COA recognized clubs/organizations representing Indigo Run Neighborhoods/groups and individuals.
- b. **COA recognized clubs/organizations representing Indigo Run Neighborhoods/groups:** may reserve the facilities for functions at no charge, except for applicable set-up and cleanup fees. ***COA recognized groups are defined as those that have been approved by the COA Board of Directors and whose membership is open to Indigo Run property owners and residents exclusively (IR Women's Club, IR Men's Club, etc.).***

**The Board of Directors reserves the right to determine, on a case by case basis, the requirements that will be imposed for the use of Indigo Hall. In making its decision, the Board will exercise good faith, proven judgment and will in all cases consider the best interests of the COA.**

- i. **Any COA recognized club/organizations representing Indigo Run Neighborhoods/groups requesting that furniture or equipment be moved, or the facility cleaned will be charged a fee.** Additionally, all requests for cleanup and furniture moves should be submitted to the COA Office not less than ten (10) business days prior to the event, along with the appropriate payment.
  - ii. **Use by groups of twelve (12) or less.** The COA, at its discretion, may reschedule events for groups of twelve or less to accommodate a COA recognized club/organizations representing Indigo Run Neighborhoods/group or an event for a significantly larger group. Every attempt will be made to avoid such a situation. Events noted in "a" above will always take precedence.
- c. **Property Owners/Residents:** When available, Indigo Hall may be reserved for **private, non-commercial** use by Property Owners/Residents and Tenants holding leases of nine months or longer (hereafter referred to simply as Property

Owners/Residents). ***Property Owners/Residents must be the actual hosts and assume full responsibility for the event, including the obligation to make restitution for any damage or loss incurred. All agreements, payments and communications will only be between the COA and the Property Owners/Residents.***

- i. At least one Property Owner/Resident must be in attendance at all times.
  - ii. Property Owners/Residents pay a fee for rental, cleanup and, if pre-arranged, furniture set-up and breakdown.
  - iii. Property Owners/Residents cannot change the purpose of the use. If this occurs, the event will be cancelled, and the deposit retained by the COA.
  - iv. Indoor furniture may not be moved outside the building without prior approval of the COA. Under no circumstances will indoor furniture be left outside overnight.
  - v. Rental equipment: Property Owners/Residents renting equipment must be present for all deliveries. *Prior arrangements for building access must be made with Indigo Run Security (689-9339)*. Property Owners/Residents must also ensure that all equipment is picked up prior to the next scheduled event. COA personnel will not accept deliveries by vendors and will not be responsible for loss or damage of any rental equipment.
  - vi. Music: No outdoor music is permitted beyond the following limits: outside only until 10 PM on Sunday-Thursday and until 11 PM on Fridays, Saturdays and nights immediately before a holiday.
  - vii. Bereavement: The facilities will be available at no cost for a Property Owner/Resident's bereavement reception following the funeral for an owner/resident. However, if needed, set-up/clean-up costs will apply.
- ⊕. **ClubCorp Use:** When use of Indigo Hall is requested by ClubCorp for an event that is open to all Indigo Run Property Owners/Residents and their invited guests, no rental fee will be charged. All other events sponsored by ClubCorp (i.e. weddings, member events, etc.) will be charged a fee per the Rental Agreement.
- e. **Instructional:** The facilities may be used for instructional (i.e. educational, fitness, etc.) purposes for property owners/residents when initiated by the COA Board of Directors or the General Manager.

## **GENERAL RULES & PROCEDURES**

1. **Political:** the facilities may be used for political purposes if the events are requested by property owners/residents, approved and hosted by the COA, and *all candidates seeking the same office* are invited to appear.
2. **Prohibited Uses:** Indigo Hall cannot be used for: personal profit, "commercial purposes", or religious services/classes. "**Commercial purposes**" is defined as any event or activity that: requires or accepts any entry or participation fee; involves retail or wholesale marketing/promotion of goods or services; involves the

acceptance of funds by means of sale or resale, or any other form of transfer; or involves the acceptance of funds for any other reason.

3. **Alcohol Policy:** If alcoholic beverages are to be served, restrictions of the South Carolina State laws will be followed. Accordingly, no minor (under the age of 21) shall be served or permitted to consume alcoholic beverages.

For events of 51 or more attendees, where alcohol is offered for a fee or exchange, a Temporary Beer/Wine or Alcohol license must be obtained from the SC Dept. of Revenue and Taxation, Alcoholic Beverage Licensing, 301 Gervais St., PO Box 125, Columbia, SC 29214, and displayed at the event. (Application takes 4-6 weeks for processing.) A copy of this Temporary License must also be presented to the IRCOA Office and held on file prior to the event.

4. **Events are restricted to Indigo Hall:** Event activities and guests are restricted to the areas specified in "Facility & Grounds" below unless permission is expressly granted by the General Manager.
5. **Hours:** Indigo Hall may be used from 8 AM to 12 Midnight. If facilities are occupied before or after these times (unless otherwise approved by the COA), the facility deposit fee may be forfeited.
6. **Advertising:** No form of advertising, (e.g., newspaper, TV, radio, email, internet) may be used to invite the general public to an activity at Indigo Hall.
7. **Smoking:** Smoking is not permitted inside Indigo Hall or in the Pavilion. Smoking is limited to the front of the building where appropriate receptacles for smoking materials have been provided.
8. **Animals:** Animals, with the exception of service animals (dogs) pursuant to Title II and III of the Americans with Disabilities Act (ADA), are not allowed at any function held at Indigo Hall without the approval of the GM.
9. **Cleaning:** Everyone using the facilities must leave the premises clean for the next user. This includes removing party decorations, emptying trash receptacles into one large bag (which should be left in a large bin in corner of kitchen or in storage area), replacing trash bags, replacing furniture in its appropriate location, and completing all items on the checklist.
10. **Penalties:** All rules must be observed. Failure to observe all "Rules, Regulations & Policies" may result in the Property Owner/Resident's loss of deposits, use of the facilities or penalties.
11. **Occupancy:** Attendance at events must fall within the occupancy guidelines for the building and surrounding pavilion. Failure to heed occupancy restrictions for the building and/or pavilion will result in the forfeit of a Property Owner/Resident's security deposit.
12. **Outside Organizations:** No outside organization, even with the sponsorship of a Property Owner/Resident, may use the facility more than *two times per year*, unless permission is expressly granted by the General Manager.
13. **Reservation of Facilities:** An agreement must be signed, and the facility deposit paid by the Property Owners/Residents prior to the event. No commitment can be made until this occurs. Rental and any other fees must be paid no less than forty (40) business days prior to the event. If the event is scheduled closer than forty business days to the date of the event, fees are due at time of reservation.

14. **Condition of Facilities:** Before any event, if the renter is concerned about the appearance/condition or has a question about locating items in the hall, they must contact the COA during regular business hours.
15. **Requests of IRCOA staff:** The rental of Indigo Hall does not include staff. Please give more than a 5-day notice for use of any option that was not requested at time of rental. Requests made less than 5 days before event will be subject to double the cost.
16. **Facility Access:** Keys must be returned to the Security Office within 12 hours of the end of the event unless permission is granted by the COA staff for an extension. If keys are lost or not returned, the Property Owners/Residents may be charged the replacement cost of the keys in addition to the required deposit.
17. **Facility Deposit:** All Property Owners/Residents will be charged a facility deposit. This deposit will be returned to the property owners/residents within approximately twenty (20) business days after the COA has established that there has been no damage, loss or other problem associated with the use. If there is loss or damage, the deposit will be retained by the COA and additional fees may be charged to cover the damage or loss.
18. **Facility & Grounds:** When Indigo Hall is rented, the following is included: building, patio, covered pavilion and grass area immediately surrounding the building and refrigeration units. For additional cost, use of the drop-down curtains, grills, and fireplace are available.
19. **Youth Participation:** Property Owners/Residents must be in attendance and provide supervision for the duration of an event when attended by minors under the age of 21.
20. **Decorations:** Decorations may not be removed or affixed to the walls or ceiling in any manner.





**INDIGO HALL CHECK LIST**  
**RETURN TO COA WITH DEPOSIT**

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1. LOG OUT KEY FROM SECURITY GATE HOUSE.
2. TABLES, FURNITURE, AND EQUIPMENT MUST BE RETURNED TO FORMER LOCATION. THIS INCLUDES THE VESTIBULE. CURTAINS ARE NOT TO BE TOUCHED/ADJUSTED/MOVED.
3. DO NOT TOUCH THE TELEVISION OR ANY OTHER ELECTRONICS.
4. GARBAGE MUST BE BOUND IN PLASTIC BAGS AND PUT IN LARGE TRASH RECEPTACLE IN CORNER OF KITCHEN OR IN STORAGE AREA.
5. KITCHEN COUNTERTOPS NEED TO BE WIPED OFF AND SINKS LEFT CLEAN. *NO FOOD ITEMS FROM ANY EVENT MAY BE LEFT IN THE REFRIGERATOR*
6. BOTH BATHROOM COUNTERTOPS ARE TO BE WIPED OFF, COMMODES FLUSHED, AND TRASH CANS EMPTIED.
7. CHECK CARPET FOR STAINS! CARPET MUST BE CLEAN & VACUUMED. FLOORS IN KITCHEN & BATHROOMS MUST BE CLEANED.
8. ALL LIGHT SWITCHES IN "OFF" POSITION EXCEPT LIGHT SWITCHES LABELED "NIGHT LIGHT" IN HALL & FRONT FOYER. THOSE 'NIGHT LIGHT' SWITCHES NEED TO BE LEFT IN 'ON' POSITION.
9. DOORS & WINDOWS LOCKED.
10. RETURN KEY TO SECURITY AT FRONT GATE.

Failure to clean-up properly will result in a charge to me and/or complete loss of deposit.

I have read and will follow the above rules.

\_\_\_\_\_ Date \_\_\_\_\_  
Signature of Renter

Date of Event: \_\_\_\_\_