



## Boathouse Rental Contract and Use Agreement

Day and Date of Event: \_\_\_\_\_ Time: \_\_\_\_\_ to \_\_\_\_\_

Type/Nature of Event: \_\_\_\_\_ Organization: \_\_\_\_\_

Number of guests: \_\_\_\_\_ *\*The maximum number of total guests permitted is 150.*

Points of Contact: \_\_\_\_\_ or \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Home #: \_\_\_\_\_ Work #: \_\_\_\_\_ Cell #: \_\_\_\_\_

Fax #: \_\_\_\_\_ e-mail address: \_\_\_\_\_

Due on request: **\$2,500 rental fee** (check made payable to Poplar Grove POA) \$ \_\_\_\_\_

**\$250 cleaning fee** (check made payable to Poplar Grove POA) \$ \_\_\_\_\_

**\$500 security deposit** (check made payable to Poplar Grove POA) \$ \_\_\_\_\_

*\*refundable*

**TOTAL: \$ \_\_\_\_\_**

Will alcohol be served? \_\_\_\_\_ Will you have a deputy onsite during the event? \_\_\_\_\_

*\*A Deputy is required for all events with over 50 guests.*

If yes, this deputy has been scheduled to be present from \_\_\_\_\_ until \_\_\_\_\_.

The Renter shall find the premises to be clean and in safe condition and hereby agrees to leave said premises and surrounding areas adjacent to the Poplar Grove Boathouse in a clean and safe condition. The Renter is responsible for damage or breakage to any portion of the Poplar Grove Boathouse and its property.

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

Signature of Poplar Grove representative: \_\_\_\_\_ Date: \_\_\_\_\_

## POPLAR GROVE BOATHOUSE RENTAL TERMS AND CONDITIONS

**Rentals:** The Boathouse and Dock at Poplar Grove is owned by the Poplar Grove Owners Association (the Association). The Boathouse is located at 4245 Ten Shillings Way in the Poplar Grove neighborhood of Charleston, SC. The rental of the Poplar Grove Boathouse will primarily be available to customers or business interests of Poplar Grove and existing property owners of Poplar Grove. The Association has agreed to make it available for rental for specific functions based on the following rental rates and rules. The Association or its designated representative has the sole authority to agree to rent or not to rent to any individual or group.

**Fees and Payment:** The rental agreement is between the Association and the Renter, who is responsible for all fees. A rental fee of \$2,500, a cleaning fee of \$250, and a refundable security deposit of \$500 must be received within five (5) business days of the issue of the contract in order to reserve your function date. Poplar Grove will accept as payment cash, personal check, or company check. Please make all checks payable to *Poplar Grove Owners Association*.

**Security Deposit:** A Security Deposit of \$500 is required for all rentals. Damage assessments will be made at the sole discretion of the Owner based on any damage to the Boathouse building, parking lots, dock, or surrounding areas. Poplar Grove reserves the right to withhold the Security Deposit in the event of any damage or contract violations.

**Patrons:** Patrons must be at least 21 years of age to sign rental contract and must be present for the function unless approved by the Poplar Grove representative. No function will take place without adult supervision.

**Clean Up:** Immediately following the event, the premises must be cleaned thoroughly, and any trash that accumulated must be disposed of. The \$250 cleaning fee will ensure that the Boathouse will be cleaned by a Poplar Grove representative. The Renter is responsible for the removal and disposal (off-site) of all trash.

**Time Allotments:** All functions must start and end at the agreed upon time. This is a residential community, and in no case will a function last later than 11:00 pm, including clean up. All vendors are responsible for the cleanup and removal of their equipment, supplies, and trash by 11:00 pm.

**Alcohol Consumption:** Although not required, it is recommended that a deputy be hired (at the Renter's expense) for functions where alcohol will be served. The Renter must receive proper approval and permits from the proper county authorities to sell alcohol (Charleston County Police and Fire departments).

**Vendors and Service Contractors:** Poplar Grove does not offer catering or beverage services for functions, nor does it have tables, chairs, or cooking facilities. The renter will be held responsible for all actions of his/her caterer, florist, equipment rental company, and any other vendors that he/she has contracted to help with the function, including damage to the facilities, clean up, and removal of equipment, supplies, and trash.

**Food and Beverages:** All food and beverages need to be delivered to the Boathouse on the day of the event and removed immediately following the event. Poplar Grove will not be responsible for storage of any items.

**Entertainment:** Bands, DJ's, and other types of musical entertainment are allowed at the Boathouse. However, due to the proximity of residential homes, extremely loud music is not permitted. Instruments using electric amplifiers must keep the amplification down, as this is a residential community. Poplar Grove is not responsible for any requirements of bands, such as a stage or dressing room.

**Liability:** Liability for damage to the facilities caused by guests or any persons contracted by the Renter to provide goods or services shall be the sole responsibility of the Renter.

**Furniture/Equipment:** Furniture and equipment may not be moved without prior consent. No object may be moved by dragging it across the interior floors or decks. To prevent damage or scratching to the floors, furniture must be raised off of the surface when moved. Under no circumstances should the large map table located in the Boathouse be moved. Helium or gas tanks are not permitted in or around the building as they represent a potential danger if knocked over.

**Decorations, Displays, and Exhibits:** Absolutely nothing may be hung, nailed, glued, stapled, taped, or otherwise affixed to the walls, columns, ceilings, or furnishings of the Boathouse or covered porches. All candles must be approved by the Owner prior to the event and must be contained in a votive. Nothing may be thrown inside of the building including rice, bird seed, rose petals, confetti, glitter, etc. Under no circumstances should non-biodegradable items, such as confetti, glitter, or imitation rose petals, be tossed on the grounds. The Renter is responsible for the clean up and removal of their equipment, supplies, and trash.

**Smoking:** The Poplar Grove Boathouse is a smoke free building. Smoking is permitted outside only. Containers must be provided by the Renter and used to dispose of all cigarette butts and ashes.

**Fireplaces:** The inside fireplace will not be available for use by the Renter. Use of the *outside* fireplace at Poplar Grove will be permitted under the condition that the Renter use great care and precaution. The wood for the fireplace will be provided by the Renter. Under no circumstances should the fireplace be cleaned or ash removed immediately after use due to a high risk of fire. The Renter will be held responsible for any damage caused by use of this fireplace.

**Parking:** Parking for the Poplar Grove Boathouse is limited and available in designated areas only. Parking will not be allowed in front of driveways or construction entrances. Parking will be available in the lot directly in front of the Boathouse and in the adjacent lot. A Deputy is required to help with parking during events where the total attendance is expected to be in excess of 50 guests. It is important to discuss parking with a representative of Poplar Grove at the time of signing the rental contract. If the adjacent parking lot is used during an evening event, then the pedestrian footbridge connecting the two parking areas must be illuminated for safety purposes. To turn the footbridge lights on, find the gray switch mounted on the left side of the building (accessible from the porch) and flip to the 'on' position.

**Poplar Grove Neighborhood:** The Boathouse is located within the Poplar Grove neighborhood. We ask that all guests respect the privacy rights of the homeowners and refrain from loud noise, trespassing, parking in yards, blocking driveways, or using driveways to turn around.

**Disclaimer and Hold Harmless:** The Association hereby specifically disclaims any liability associated with the Renter's specific use of the property. The Renter agrees to hold the Association harmless for any damage or injuries which may occur to the Renter or any guests during the course of the Renter's use of the facilities. The Renter also agrees to indemnify and hold the Association harmless from claims of any kind, including but not limited to, attorney fees arising from the use or occupation of the premises by the Renter, Renter's guests, invitees, agents, employees, or independent contractors working for the benefit of the Renter. The Renter agrees to comply with all applicable ordinances and laws.

The performance of Renters obligations hereunder is personally guaranteed by \_\_\_\_\_

Whose address is \_\_\_\_\_

RENTER: \_\_\_\_\_ DATE: \_\_\_\_\_

GUARANTOR: \_\_\_\_\_ DATE: \_\_\_\_\_

POPLAR GROVE POA. By: \_\_\_\_\_ DATE: \_\_\_\_\_

Please mail signed rental contract to:

Poplar Grove Owners Association  
c/o Poston & Co.  
635 Rutledge Ave, Ste 105  
Charleston, SC 29403

Signed contract may be faxed to 843-853-5340 or emailed to [jhaynie@postonco.com](mailto:jhaynie@postonco.com) (Attn: Julia Haynie).



## Pre/Post Rental Inspection

	<u>Pre</u>	<u>Post</u>
• Floors and table surfaces are free of all litter and debris	_____	_____
• Porches are clear of litter and debris	_____	_____
• Grounds surrounding the Boathouse are clear of litter and debris	_____	_____
• All furniture is in its original position	_____	_____
• All floors are clean and free of traffic marks, scratches and dirt	_____	_____
• All rugs are clean and stain free	_____	_____
• All furniture is free of stains, scratches, or other damages	_____	_____
• Front door window panes are free of finger and hand prints	_____	_____
• Bathroom sinks, floors, and rugs are clean and free of stains	_____	_____
• Leftover food and beverages have been removed	_____	_____
• Kitchen counters, sink, and appliances are clean and disinfected	_____	_____
• All trash has been cleared from the building and put in covered trash cans	_____	_____
• All interior trash bins have been lined with new bags	_____	_____
• All appliances and electronics are in good working order	_____	_____
• Nothing has been broken	_____	_____
• Front, back, and side doors have been locked; alarm has been reset	_____	_____

**Notes:**

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Name of Renter: \_\_\_\_\_ Date of Event: \_\_\_\_\_

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

Signature of Poplar Grove Representative: \_\_\_\_\_ Date: \_\_\_\_\_

## **SUPPLEMENTAL RENTAL GUIDELINES**

### *Use and Care of the Poplar Grove Boathouse*

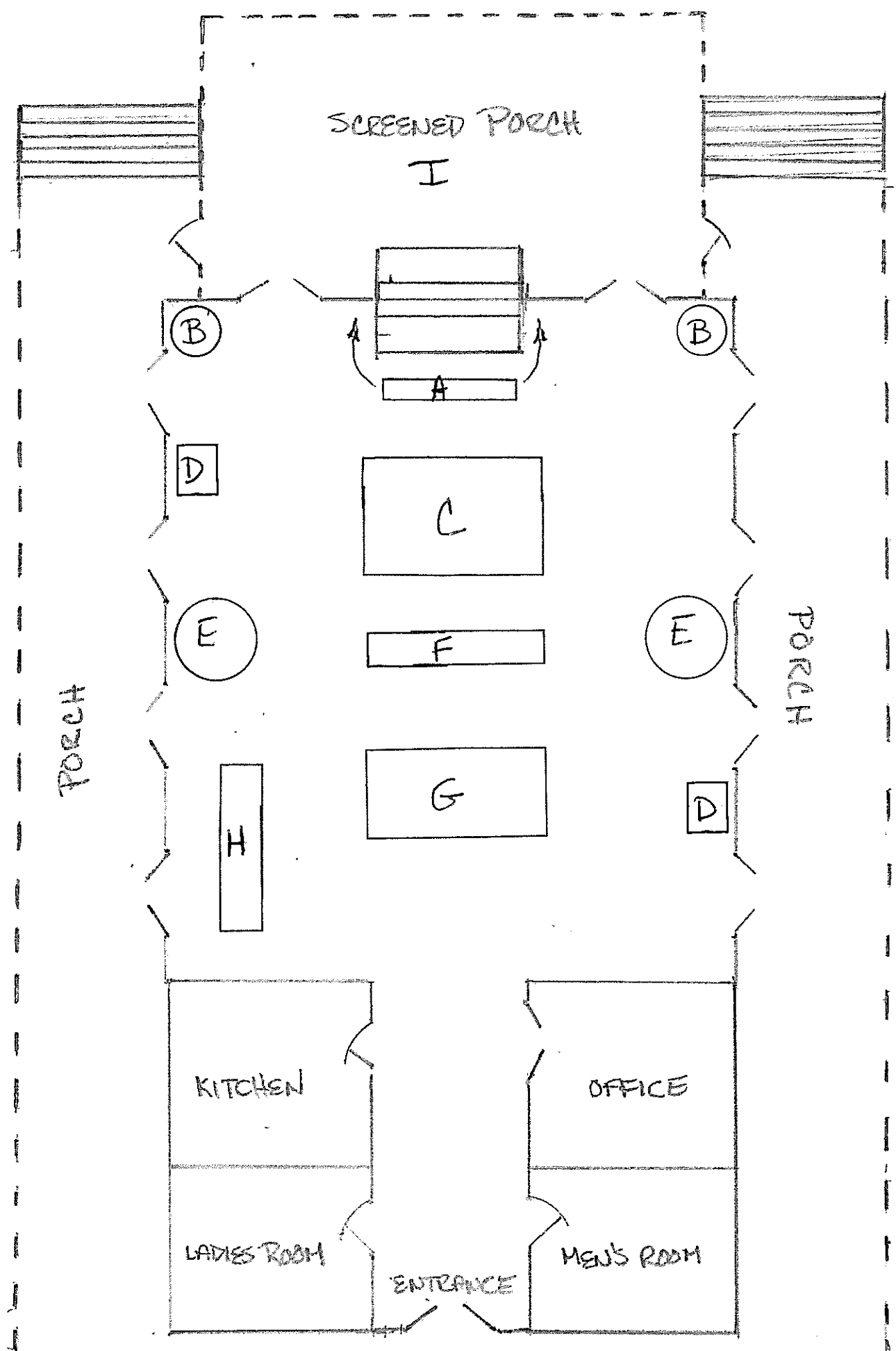
Attached is a letter-coded layout of the furniture arrangement for the Boathouse. When the event is finished, please use this floor plan in returning the Boathouse to its pre-event configuration.

It is okay to rearrange things for the event as long as these 3 items are adhered to:

- 1) If the rugs and furniture aren't part of the event plan, they may be taken out on the side porches or rearranged as needed. The rugs need to remain flat. If they are rolled up it is very difficult to get them to lay flat again.
- 2) When moving furniture it is necessary to carry the items. Please do not slide them across the floor.
- 3) The large, rectangular, high-top table near the kitchen pass through requires special attention and should not be moved. It is very heavy and because of the glass is fragile. However, it is fitted with a banquet topper to protect the glass cover underneath. It is okay to use it for serving trays, chafing dishes, etc.

Additional guidelines to follow:

- 4) If candles are used, special precautions must be taken to insure that wax doesn't drip on the tables, furniture, rugs, floor, etc.
- 5) Sparklers must only be used in outside areas.
- 6) The inside fireplace is for decorative purposes only, and fires are not allowed.
- 7) The fireplace on the screened porch is okay to use.
- 8) Traffic cones and signs are furnished by the community and are to be placed just past the boathouse to identify the restricted no parking area. There are several homes past this area and their privacy must be respected.
- 9) You will have an on-site representative who is an owner in the community and can assist you with anything that may come up. That person will furnish the parking signs and also be available beforehand to go over any questions and help guide you to a successful event.







1/12/2012

A



1/12/2012

B



1/12/2012

C



1/12/2012

D



1/12/2012

E



1/12/2012

F



1/12/2012

G



1/12/2012

H



1/12/2012

I