



PALMETTO ROOM

AT HISTORIC OLD TOWN

Group Services Agreement

The Group Services Agreement (“**Agreement**”) is made and entered into by and between Piedmont Regional MLS, doing business as The Palmetto Room at Historic Old Town (“**Facility**”) and _____
_____ (collectively defined and referred to as the “**Parties**”)

Event Details:

Group Name:

Event Type:

Contact:

Address:

Phone:

Fax:

E-mail:

Palmetto Room

Date	Day	Start Time	End Time	Function	Setup	Number of People	Rental Fee
	Friday						\$1,750.00
	Saturday						\$2,000.00
	Sunday						\$ 1,500.00
	Mon-Thurs						\$ 500.00
	Day only						\$ 375.00

Training Room

	Mon - Fri						\$ 300.00
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The function space reserved for Group listed above is based upon the information provided by Group to Facility at the time of this Agreement. Should Group function needs change, Group shall advise Facility as soon as possible to ensure that the proper function space is available.

- Function space will be made available to the Group 2 hours prior to the event start time for set-up. Arrangements for extra set-up time must be coordinated in advance with Facility. Facility will endeavor to accommodate all requests for preparation time subject to availability.

Space Hold

Facility reserves function space **upon receipt in full of Room Rent Fees** for the days and times specified in the above Schedule of Activities. Facility shall incur no obligation to reserve the meeting space if this Agreement is not fully executed and returned by the date set forth in this Agreement.

Guaranteed Number

At least 72 hours before the event, Group will inform Facility of the exact number of attendees for each event. If the Guaranteed Number is not provided by Group to Facility at least 72 hours before event, Facility relies upon the Guaranteed Number in reserving the appropriate function space and in observing all federal, state, and local regulations regarding room capacity limitations and health, safety and fire codes.

Compliance with Laws, Terms, and Conditions

Group shall comply with all federal, state and local laws, rules and regulations and Facility Standard Terms and Conditions (a copy of which is attached hereto and incorporated by reference herein) with respect to its activities on Facility property, including obtaining any permits required for Group’s activities during the event.

Force Majeure

The Parties’ performance under the Agreement is subject to acts of God, war, government regulation, threats or acts of terrorism or similar acts, governmental travel advisories, disaster, strikes, civil disorder, curtailment of transportation facilities, or any other cause beyond the Parties control, making it inadvisable, illegal or impossible to perform their obligations under the Agreement. Either Party may cancel the Agreement for any one or more of such reasons upon written notice to the other.

Group Cancellation Policy

In the event Group cancels and such cancellation is not otherwise permitted under this Agreement, Group shall pay a taxable cancellation fee to Facility as set forth in the table below. Group agrees that the amounts are due as liquidated damages and not as a penalty. In the event that Facility is able to recoup by reselling function space to another group, Group will be billed for the cancellation fee less amounts Facility is able to recoup by reselling the cancelled space.

Rental Fee	Cancellation Notice	Percent (%) of Rental Fee	Estimated Damages
	Execution of Agreement – 120 days prior to event	25%	
	119 – 90 days prior to event	50%	
	89 – 61 days prior to event	75%	
	60 days or less prior to the event	100%	

Promotional Signage

Clients are advised that the City of Rock Hill has strict sign ordinances. It is imperative that all pertinent ordinances are strictly obeyed. *Any fines that result from illegal signage placed by the client will be the financial responsibility of the client.* Copies of the Rock Hill ordinances may be obtained from the City of Rock Hill, or may be seen on the City of Rock Hill website, www.cityofrockhill.com.

Initials _____

Initials _____



Food & Beverage Functions

All food & beverage requirements must be arranged through a licensed caterer. Clients may NOT supply their own food or beverage. A list of preferred caterers maybe provided, however, any licensed caterer may be used with evidence of licensing, DHEC approval and insurance coverage as described here

Catering Service insurance requirements are below please have Caterers agent send us a **certificate of insurance** with the following information.

1. Workmen's Compensation- Statutory limits
2. Comprehensive General Liability, including Product and Personal Injury Liability coverage
\$1,000,000.
3. Automobile Liability- Including Bodily Injury and Property Damage- \$1,000,000.
4. Liquor Liability - \$1,000,000 (applies only to caterers engaging in the sale or distribution of alcoholic beverages within facilities
5. Piedmont Regional Association of Realtors Inc , PRMLS Inc and the Palmetto Room its officers, officials, employees and volunteers are to be named as additional insured on Comprehensive General Liability and Auto Liability.
6. CATERER shall provide certificate(s) of insurance to Piedmont Regional Association of Realtors Inc , PRMLS Inc and the Palmetto Room, 146 East White Street, Rock Hill, SC 29730, 30 days prior to the event

Alcoholic Beverage Policy

“Brown bagging” is prohibited. Kegs of alcoholic beverages are not permitted. ALL alcohol **MUST** be served by a caterer/bartender who is certified and trained to serve alcohol. Please call for additional information. The Palmetto Room at Historic Old Town and The Piedmont Regional MLS, Inc. assume no responsibility or liability for alcohol served on premises.

Space, Equipment, Services and Fees

Standard 6’round tables and chairs are included in rental fee. Linens are NOT included

The Piedmont Regional MLS, Inc. has other tenants using the building. If Groups are planning on having a band or other music providers, Group must check with the Facility to insure other building tenants are notified.

A fifty percent (50%) deposit of the room rental, along with a \$500 damage deposit is required to obtain a booking and must be submitted with signed contract.

- The remaining balance is due eight (8) weeks prior to the event.
- If the reservation is made less than eight (8) weeks prior to the event, full payment is required to reserve the room.

Initials _____

Initials _____



The damage deposit of \$500.00 is required to reserve space, regardless of rental term. The Piedmont Regional MLS, Inc. will determine any damage assessments. If appropriate, damage deposits will be refunded within thirty (30) days after rental payment in full has been received. In the event that a check(s) is returned or credit card declined for insufficient funds, the Group must present full payment in cash, money order, or certified check within twenty-four (24) hours of notification, including a twenty-five dollar (\$25) penalty fee or contract is null and void and all deposits are forfeited.

Room Set-Up

The building does not have storage capacity; therefore, any materials should be shipped in immediately before the program begins and taken out immediately after the program ends. The Piedmont Regional MLS, Inc. is not responsible for any materials provided by the Group.

Room set-up, requirements must be completed by Group and returned to The Piedmont Regional MLS, Inc. **not less than two weeks prior to the scheduled event.**

All Audiovisual requests must be submitted seven (7) business days prior to event to ensure availability. Audiovisual equipment requested in advance can be cancelled with no liability on the part of the Group provided the notice of cancellations is received three working days prior to the scheduled event. The Group remains liable for appropriate rental charges if the notification is received with less lead-time. Changes in room setup or addition of audio-visual equipment to the meeting area on the day of the program will be assessed the appropriate equipment or labor charge.

Operation, repair, or service of audio-visual equipment brought into the building by the Group is the responsibility of that group.

Implementing the Program

Please inform the participants that others may be in the building and request that noise is kept to a minimum and conversations take place in the lobby area.

No materials may be taped, hung or adhered in any way to walls or doors, (damage to these areas will be the responsibility of the Group). Nothing is to be suspended from the ceiling. The use of confetti type materials inside and outside the building is prohibited. This includes, but is not limited to, rice, birdseed and flower petals.

Group shall, upon request, furnish Piedmont Regional MLS with evidence of liability insurance coverage that would provide sufficient and adequate coverage for the Group in connection with its use of the Facility.

Meeting rooms are also used for evening events; therefore, check with the Facility representative before leaving materials or equipment in the meeting areas overnight. The Piedmont Regional MLS, Inc. is not responsible for any materials or equipment left in the building overnight, during breaks or meals, or in exhibit or display areas. The Facility representative will secure the area when requested but assumes no responsibility for the materials or equipment contained therein. Any security required will be at the Group's expense.

It is essential to conclude the meeting(s) at the scheduled time or to request an extension prior to noon of the given day with the Facility representative. Depending on the use, extensions may not always be granted but requests will be honored when possible. Additional charges will be applied.

Initials _____

Initials _____



Program Follow-Up

All materials and/or equipment are to be removed from the building at the close of the event. Any deviation from this policy must be approved by the Facility representative in advance.

Billing information and participant count must be verified with the Facility representative on the last day of the meeting prior to departure. Any additional charges incurred, i.e. break service, additional equipment, etc. is due for payment within thirty (30) days of the event. Any questions related to the invoice should be directed to the Facility representative at (803)329-1833. If an invoice is not paid, the Group’s future space request(s) will not be accepted or approved until all payments are received. Additionally, the account will be turned over to a collection agency.

Emergency Evacuation Procedures for Fire, Gas Leak, Hazardous Material, Fire Alarm

When a problem has been identified and notification has been made, occupants will instantly take steps to ensure personal safety by moving away from the affected area. Use the most direct route to the outside of the building by following the posted “EXIT” signs.

If possible, alert other occupants in the building by pulling the fire alarm and telling others of the situation. Evacuate to an area outside the building and follow directions as provided by The Piedmont Regional MLS, Inc. Staff. Keep clear of the driveways and entrances. Public Safety Officials will signal the end of the incident and give further instructions.

Disaster Plan: Building Emergency Procedures for Tornado or Earthquake

When a problem has been identified by observing visible warning signs or receiving radio or telephone reports, steps should be taken by Group to ensure occupants safety. Occupants should move to interior areas such as bathrooms, closets, or halls. Stay away from windows and doors. If there is no time to move to interior areas, seek cover under desks and tables and protect head.

Shipping of Packages

Facility shall not be liable for safe or timely arrival of any packages set to Facility by or for Group. It is the Group’s responsibility to check on the arrival of any packages and to ensure that the contents are intact. Facility accepts no liability for lost, stolen or damaged goods.

Indemnification

To the extent permitted by law, the Group shall protect, indemnify, defend, and hold harmless Facility and its officers, directors, partners, agents, members, and employees from and against any and all demands, claims, damages to persons or property, losses and liabilities, including reasonable attorney’s fees (collectively “Claims”) to the extent arising out of or caused by the Group’s negligence in connection with the provisions of the Palmetto Room’s facilities. The Group shall not have waived or be deemed to have waived, by reason of this paragraph, any defense, which it may have with respect to such Claims. To the extent permitted by law, Facility shall protect, indemnify, defend, and hold harmless the Group its officers, directors, partners, agents, members, and employees from and against any and all Claims arising out of or caused by Facility’s negligence in connection with the provisions of the Palmetto Room’s facilities. Facility shall not have waived or be deemed to have waived, by reason of this paragraph, any defense, which it may have with respect to such Claims.

Initials _____

Initials _____



Signature

This Agreement constitutes the entire agreement between the Parties and may not be amended or changed unless done in writing signed by both Parties. This Agreement supersedes any prior communications or proposals between the Parties. Facility shall incur no obligation is this Agreement is not executed in full **(signed agreement and payment in full)** and returned by _____.

The undersigned represents that they are authorized to sign and enter into this Agreement.

On behalf of Group

On behalf of Facility

Name

Dorothea France

Title

Scheduling Coordinator

Date

Date

MAKE ALL CHECKS PAYABLE TO
THE PALMETTO ROOM

MAIL CHECKS TO
146 East White Street
Rock Hill, SC 29730

Initials _____

Initials _____



PALMETTO ROOM
AT HISTORIC OLD TOWN

Standard Terms and Conditions

1. When using the Palmetto Room at Historic Old Town (“**Facility**”) Group (as such term is defined in the Group Services Agreement) is subject to federal, state, and local statutes, ordinances, and/or regulations and all Piedmont Regional Association of Realtors® and Facility Standard Terms and Conditions (“**Terms and Conditions**”). These Terms and Conditions may be amended at any time. All capitalized terms not otherwise defined in these Terms and Conditions shall have the meanings ascribed to them in the Group Services Agreement.
2. No food or beverage other than that provided by a Facility approved caterer will be permitted on premises.
3. If using Facility preferred Production Company, All A/V requests must be submitted 7 business days prior to the event to ensure availability.
4. Nothing shall be nailed, tacked, glued, stapled or otherwise affixed to any Facility wall, floors, building surface or living plants; exceptions will be made upon approval of the Ballroom Manager.
5. All decorations, banners, and decor must be approved prior to the event. Unless otherwise noted by the Ballroom Manager, all decorating is the responsibility of Group.
6. Facility will accept up to 5 boxes, up to 15 lbs. each, up to 3 business days prior to the event at no cost. Each additional box will be received at \$5.00 per box. Facility assumes no liability for lost or damaged materials.
7. Facility accepts no liability for lost or damage of items left in the meeting rooms. All items and materials left in meeting rooms should be marked as “do not discard.” Facility is not responsible for any items left in the building after the event.
8. Facility is a smoke-free building. Smoking is permitted only in designated outdoor areas.
9. Free parking is available to guests of Facility. Facility is not responsible for loss due to damage or theft from automobiles.
10. Facility may require Group to present proof of compliance with any applicable federal, state and local laws, rules, regulations or these Terms and Conditions with respect to activities conducted on Facility property, including proof of any applicable permits that may be required.
11. Facility reserves the right to take all necessary actions to cause the event to be in compliance with all laws, rules, regulations and Terms and Conditions, including: (1) closing the event, (2) requiring certain guests to leave the event, (3) restricting access to the event, (4) restricting the consumption of alcoholic beverages, and (5) monitoring the event. If Facility decides, in its discretion, to take any of the actions above, it shall do so without penalty and Group shall remain liable for all obligations under the Agreement.
12. Group will be responsible for any damages or wrongful takings that are caused by Group or by any member or guest of Group, including, without limitation, any damages to Facility, equipment, vehicles, third-party vehicles, props, linens, centerpieces not designed to be taken away by Group, materials, other personal property of Facility or any equipment that Facility may rent or hire on behalf of Group or for Group's use. Group shall also be responsible for the cost to repair or replace, with like kind, any linen and/or other items used in the event which may become damaged by Group or by any member or guest of Group.
13. To the extent permitted by law, Group agrees to protect, indemnify, defend and hold harmless Facility, Piedmont Regional Association of Realtors®, and their respective officers, employees and agents against all claims, losses or damages to persons or property, governmental charges or fines, and costs (including reasonable attorney's fees), arising out of or connected with Group's function (including claims, losses or damages caused by Group's members or guests), except those claims arising out of the sole negligence or willful misconduct of Facility.

Initials _____

Initials _____