



ECON PLANNING AND DEV COMMITTEE MEETING

MONDAY, JUNE 1, 2020 | 6 PM

4th Committee Meeting

The Committee will meet in the Mauldin City Hall at 5 East Butler Road in the Council Chambers at 6 p.m.

Please note that members of the public may attend this meeting in-person, but are encouraged to participate remotely. The meeting will be available remotely through Webex.

Please visit the City's website at <https://cityofmauldin.org/your-government/meeting-minutes-agendas/> to access the meeting via audio and videoconferencing. You may also email comments about specific items on the agenda to City Clerk Cindy Miller at cmiller@mauldincitysc.com. Comments emailed about specific agenda items prior to 6:00 p.m. on Monday, June 1, 2020 will be read during the Public Comment segment of the meeting.

AGENDA

1. Call to Order
2. Public Comment
3. Reading and Approval of Minutes
 - a. EPD Committee Meeting: May 4, 2020 (Pages 3-5)
4. Reports or Communications from City Officers
 - a. Department Reports
 - i. Community Development Director Van Broad Budget Review
5. Unfinished Business- None
6. New Business
 - a. Cultural Center Lease Rental Agreements and Rules (Pages 6-27)
7. Public Comment
8. Committee Concerns
9. Adjourn

Minutes
EPD Committee
May 4, 2020
6th committee meeting

Members present were Chairman Taft Matney, Committee members Diane Kuzniar and Interim Committee Member Mayor Terry Merritt all present remotely. Community and Development Director Van Broad was present remotely and City Administrator Brandon Madden was present onsite at city hall.

1. Call to Order- Chairman Matney

2. Public Comment- None

3. Reading and Approval of Minutes

b. EPD Committee Meeting: March 2, 2020

Mayor Merritt made a motion to approve the minutes with Councilwoman Kuzniar seconding. The vote was unanimous (3-0).

4. Reports or Communications from City Officers

b. Department Reports

Community Development Director Van Broad

Budget Review- The budget for the department is 21% over. The Community Development Department carried part of a salary that should have been coded to a different department. The UTC tax money is also included in the budget.

Some of our summer programs are being rescheduled. The Farmer's Market may start a little later than normal. The department is still in contact with restaurant groups and other businesses to be ready when things start moving again.

5. Unfinished Business- None

6. New Business

- a. GCRA Partnership Renewal- GCRA handles the funds for CDBG. The funds are primarily used for housing. The partnership between the City and GCRA allows GCRA to manage and appropriate HUD funded projects for the City of Mauldin, with Council direction and approval. Utilizing HUD funds derived by Federal guidelines and formula, the City receives a proportional share provided to the County and the City. It is required by HUD that GCRA notify participating partners every three years that they are allowed to opt out. The renewal process will engage the services of GCRA for another three-year term beginning and ending July 1, 2021-June 30, 2023. Councilwoman Kuzniar made a motion to send this to Council to reauthorize the contract. Mayor Merritt seconded the motion and the vote was unanimous (3-0).
- b. Demolition Services- This is part of the executive session discussions. After executive session, Brandon reported that a company would be engaged for demolition of City buildings. The company recommended by staff is Complete Demolition Services. Mayor Merritt made a motion to send this to Council recommending Complete Demolition Services with Councilwoman Kuzniar seconding. The vote was unanimous (3-0).
- c. Motion to enter into Executive Session for the consideration of Economic Development matters regarding Project Circle and City Center as allowed by State Statute Section 30-4-70 (a)(5)

Councilwoman Kuzniar made a motion to go into executive session with Mayor Merritt seconding. The vote was unanimous (3-0).

Chairman Matney reconvened the committee meeting. Mayor Merritt reported no decisions were made and no action taken.

- d. Possible action on items discussed in executive session

Councilwoman Kuzniar made a motion to send to council a recommendation to fund a Bridges Road traffic study at the cost of \$18,000. Mayor Merritt seconded the motion. The vote was unanimous (3-0).

7. Public Comment-

Jigar Patel asked a question about the demolition of city buildings. Chairman Matney told him this was an executive session matter and could not be discussed at this time.

8. Committee Concerns- None

9. Adjourn- Chairman Matney adjourned the meeting.

Respectfully Submitted,

Cindy Miller
Municipal Clerk

ECONOMIC PLANNING & DEVELOPMENT COMMITTEE AGENDA ITEM

MEETING DATE: June 1, 2020

AGENDA ITEM: 6a

TO: EPD Committee Chair and Members
FROM: Community Development Director Van Broad
SUBJECT: Cultural Center Lease Rental Agreements and Rules

REQUEST

Consideration and action on approval of rules, rental agreements, and policy

HISTORY/BACKGROUND

The City of Mauldin has had a varied set of practices concerning the rental of space and policy at the Cultural Center that has been in place since its inception. In 2006 under the former arrangement with the Mauldin Cultural Council, who operated and managed the building on behalf of the City, the Council entered into an agreement with the Mauldin Rotary to renovate the Rotary Room at a cost of \$25,000, supplied by Rotary in exchange for lease space until October 30, 2021. At some point the City began to manage the facility and added the Cultural Council Director to the City's employment. The Cultural Center was then added to the management operation of Mauldin Recreation Department who added rental arrangements to its established rental policies.

In 2015 the City established the Community Development Department and in the following year moved all functions of the Center to Community Development. Community Development expanded operations, programs and rental opportunities. Additionally, the renovation of the auditorium, and covering of the amphitheater have led to rental opportunities for weddings and corporate events. With that expansion, the need for a more defined process, rental agreements and policies are needed to maintain the facility at its highest level of operation.

ANALYSIS or STAFF FINDINGS

Attached are plans, policies and rental agreements which are currently used in several formats with current tenants at the Center as well as updated requirements staff would like to see discussed with adjustments and approval by Council.

The policies and recommendations of staff are typical of multiple event and rental spaces throughout the upstate. Based on those findings and in keeping with current agreements, staff prepared these documents.

TIMELINE

The policies will be effective upon approval of full Council.

RECOMMENDATION

It is the recommendation of staff that council approve the rental policies for the cultural center with any adjustments and changes desired of council.

ATTACHMENTS

Rental agreements, rules and regulations, rotary lease, recreation rental policies

Recreation Committee Agenda Item Summary

Date: 2-5-08

Agenda Item: 5a

Prepared by: Van Brannon, Recreation Director

Staff contact: Van Brannon (288-3354)

Subject: Cultural Center Rental Guidelines

Background / History:

Since the Mauldin Cultural Center has been renovated there has been an increase in request for building rentals. Bart has been booking the rentals; however there have been no established guidelines or rental fees for the building.

Findings / Current Activity:

We have added the Cultural Center to the guidelines and fees set for the other facilities that the Recreation Department rents. We used the same prices that we use for the Senior Center as a guideline. The Rotary Club has an agreement due to the fact that they helped fund the renovations for the Rotary/Community room. Other groups have requested the use of the building on a monthly basis. Some guidelines and or fees need to be set for these groups.

Action options / Recommendations:

Move to council agenda for adoption

Attachments:

- Current guidelines and fees with Cultural Center added

City of Mauldin Parks and Recreation Facility Rental Fees and Guidelines

FEES

Shelters- Shelters will be rented in three hour blocks.

Springfield Park Small Shelter- 35-45 people
City Resident- \$30.00
Non-City Resident- \$45.00

SunSet Park Large- 80-90 people
City Resident- \$50.00
Non-City Resident- \$65.00

Springfield Park Large and City Park- 60-70 people
City Resident- \$40.00
Non-City Resident- \$55.00

Buildings (Gym & Rooms @ Senior Center and Cultural Center) - Gym and Room Rentals have a two hour minimum.

Rooms @ Senior Center
City Resident- \$50.00 per hour
Non-City Resident- \$65.00 per hour
\$50.00 care deposit

Gym @ Senior Center
City Resident- \$100.00 per hour
Non-City Resident- \$120.00 hour
\$100.00 care deposit

Cultural Center- Community Room
City Resident- \$50.00 per hour
Non-City Resident- \$65.00 per hour
\$50.00 care deposit

Fields- Baseball/Softball, Soccer and Football

All Fields

\$100.00 per day per field

\$25.00 per hour, per field (2 hour minimum)

\$50.00 per field if lights needed

\$35.00 per field to drag and line baseball/softball fields (1 time only)

Guidelines

1. Activities sponsored by the Mauldin Parks and Recreation Department will have priority in all cases.
2. Civic/Non profit groups within the City of Mauldin may use the Senior Center one time per year at no charge.
3. Payment must be made in full seven (7) days prior to date of rental.
4. Admission charges, sales. And other profit-making activities will not be allowed.
5. Alcoholic beverages and/or other intoxicants or persons under the influence of intoxicants will not be allowed.
6. Smoking is not allowed in any City Buildings.
7. The Renter is responsible for any damages to property.
8. The Renter responsible for setting up and cleaning the facility. This includes taking the trash outside, sweeping and mopping the floor when necessary. As well as stacking tables and chairs in the appropriate storage areas when advised.
9. The reservation must be canceled seven (7) days in advance in order to get a partial refund or to reschedule the rental. A \$10.00 administrative fee will be charged for any cancellation.
10. Groups must vacate the facility by 10:00 p.m.
11. Groups will abide by all laws governing the City of Mauldin and the State of South Carolina.
12. Scheduling of groups will be at the discretion of the Recreation Director and in the interest of the City of Mauldin
13. Security to be provided by the renter may be required by the City of Mauldin at the discretion of the Recreation Director.



CULTURAL CENTER HOUSE RULES

1. The Mauldin Cultural Center and Outdoor Amphitheater (VENUE) has sufficient restrooms to accommodate most activities suitable for a facility of its size; however, participants of outdoor activities on the grounds of the VENUE may find access to the restrooms limited – especially in the evening and on weekends. If LESSEE is scheduling an outdoor activity in the evening or on a weekend, LESSEE may wish to rent portable toilets to be delivered and picked up at LESSEE'S expense. Prior to ordering these items, LESSEE is required to contact a representative of the VENUE to discuss the best location for them.
2. Most areas of the VENUE are public spaces and are used regularly by numerous individuals and groups. LESSEE must maintain proper etiquette by prohibiting any rough-housing, rowdiness, loudness, running in the halls, or any other behavior that could be deemed "disruptive."
3. The VENUE has limited tables and chairs. LESSOR'S use of this equipment takes priority. Should LESSEE need to use this equipment they are required to obtain permission from a VENUE representative.
4. When using tables, chairs, and other equipment owned by the VENUE, LESSEE must clean them thoroughly after each use and return them to their storage space or original location.
5. LESSEE is not to remove equipment belonging to the VENUE from the facility or surrounding grounds.
6. Each room is equipped with a temperature control device. For LESSEE'S comfort, and the comfort of guests and participants, LESSEE may adjust the temperature (not to exceed 72°F or below 68°F). LESSEE must readjust the temperature to original levels before vacating the room or facility.
7. LESSEE is responsible for turning off all lights and closing all doors and, if applicable, securing all facilities or rooms before vacating their rented space. If LESSEE is the last to leave the facility, they are responsible for turning off all lights and locking all doors throughout the facility, including exterior entrances/exits.
8. LESSEE shall not leave personal property or equipment in the facility or on the grounds without making arrangements for removal at a later time or date with a representative of the VENUE.
9. All garbage must be placed in plastic garbage bags. At the end of each day, LESSEE is responsible for removing garbage bags and collected recyclables from those indoor receptacles used and securely placing them in the proper receptacles outside of the building.
10. Upon approved use of the catering kitchen, LESSEE is responsible for cleaning and sanitizing it thoroughly and turning off all appliances.
11. All activities held in the facility and on the grounds of the VENUE must be legal in nature and follow all policies set by the City of Mauldin.
12. **Damage:** LESSEE must refrain from affixing items (i.e. artwork, displays, signs, décor, etc.) to walls, doors, floors, locks, equipment, windows, furniture, etc. via tape, hangers, tacks, nails, screws, or any other method that cannot be easily removed without damage to surfaces. Damage to the property that results from the use of the facility by the LESSEE or the LESSEE's staff and/or guests shall be assessed by the LESSOR and the LESSEE may be held accountable for all repairs and replacements. This includes - but is not limited to - damage to walls, doors, floors, locks, equipment, windows, furniture, etc. and as the sole discretion of the LESSOR.
13. **Insurance:** The LESSOR carries insurance on the activities held within the VENUE, but coverage is subject to the nature of the event. If the LESSEE's event carries a special risk associated with it, please consult a representative of the VENUE for details on coverage. The LESSEE may be required to purchase further insurance.
14. **Smoking Policy:** Smoking is STRICTLY prohibited in the VENUE; this includes within the building, in any room, within the outdoor amphitheater, or on any other VENUE grounds. Those wishing to smoke may do so at a distance greater than 25 feet from the entrance of the building and/or amphitheater and must dispose of all trash in the proper receptacles outside of the facility.
15. **Emergency Policy:** The LESSEE and the LESSEE's guests may not block any fire exits or handicap entrances/exits. In the event of an emergency, the LESSEE must notify the proper authorities [911] as well as the VENUE emergency contacts [emergency #: 803.640.0216 and 864.444.7990]. The LESSEE and LESSEE's guests must also vacate the building in an orderly and timely fashion if the emergency warrants evacuation. It is advised that the LESSEE appoint one staff member or guest to ensure this is enforced in the event of an emergency.
16. **Access Policy:** The LESSEE's access to the VENUE is limited to the agreed upon rental date(s) and time(s). Any

access outside of these hours will be considered trespassing and a breach of contract. Key[s], code[s], and access card[s] will not be issued to LESSEE until agreed upon rental fee has been paid. The LESSEE is under no circumstances permitted to make copies of the key[s]. The VENUE utilizes a keypad entrance and each LESSEE will be given a unique entry code [valid for rental time[s] only] to enter the VENUE. If the LESSEE hosts a recurring event, the LESSEE may receive a unique entry code valid during their approved use time. LESSEE is under no circumstances permitted to share the code[s] publicly or privately. Upon completion of the rental or at a time agreed upon between the LESSEE and the LESSOR, the LESSEE is required to return the key[s] and access card[s] and destroy the code[s].

I have read and agree with all statements listed above and agree to adhere by the said policies and procedures. In the event that any or all of the above policies and procedures are not adhered to, I understand that I, the LESSEE, may be held wholly responsible for all costs/replacements/repairs.

I also release the City of Mauldin, its entities, and its staff and volunteers from any and all liability resulting from the breach of this contract and any activity related to my, the LESSEE'S, use of the facility.

LESSEE: _____

Date: _____



CULTURAL CENTER LEASE AGREEMENT

CONTACT INFORMATION

LESSEE NAME: _____ TITLE: _____
 ORGANIZATION NAME: _____
 ADDRESS: _____
 CITY: _____ STATE: _____ ZIP: _____
 PHONE: [home] _____ [office] _____ [cell] _____
 EMAIL: _____

RENTAL INFORMATION

LEASE DATES: FROM [month] _____ [year] _____ TO [month] _____ [year] _____

MONDAY:	1 ST 2 ND 3 RD 4 TH 5 TH ALL	ARRIVAL TIME _____	AM / PM	DEPARTURE TIME _____	AM / PM
TUESDAY:	1 ST 2 ND 3 RD 4 TH 5 TH ALL	ARRIVAL TIME _____	AM / PM	DEPARTURE TIME _____	AM / PM
WEDNESDAY:	1 ST 2 ND 3 RD 4 TH 5 TH ALL	ARRIVAL TIME _____	AM / PM	DEPARTURE TIME _____	AM / PM
THURSDAY:	1 ST 2 ND 3 RD 4 TH 5 TH ALL	ARRIVAL TIME _____	AM / PM	DEPARTURE TIME _____	AM / PM
FRIDAY:	1 ST 2 ND 3 RD 4 TH 5 TH ALL	ARRIVAL TIME _____	AM / PM	DEPARTURE TIME _____	AM / PM
SATURDAY:	1 ST 2 ND 3 RD 4 TH 5 TH ALL	ARRIVAL TIME _____	AM / PM	DEPARTURE TIME _____	AM / PM
SUNDAY:	1 ST 2 ND 3 RD 4 TH 5 TH ALL	ARRIVAL TIME _____	AM / PM	DEPARTURE TIME _____	AM / PM

**NOTE: All rentals begin from the time LESSEE enters the facility until LESSEE and all guests have departed – including set up and clean up.*

Expected Monthly Attendance: _____

Please explain, in brief, the nature of your rental (a full description may be attached):

LESSOR is not responsible for setting up rental space. LESSEE will be responsible for setting up rental space and returning space to a neat and orderly condition before departure each day.

RESERVATION INFORMATION

Please indicate which room[s] you wish to reserve.

- | | |
|---|---|
| <input type="checkbox"/> Auditorium | <input type="checkbox"/> Green Room [16] |
| <input type="checkbox"/> Outdoor Amphitheater | <input type="checkbox"/> Multi-Media Arts Studio [17] |
| <input type="checkbox"/> Meeting Room I | <input type="checkbox"/> Pottery Studio [18] |
| <input type="checkbox"/> Artisan Studio [14] | <input type="checkbox"/> Guitar Studio [19] |
| <input type="checkbox"/> Voice Studio [15] | |

** Access to the Catering Kitchen is available upon request. Catering Kitchen may be in use throughout your event by other parties. Please see Cultural Center House Rules for more details.*

SPECIAL AGREEMENTS:

FEE SCHEDULE AND RENTAL TERMS

TERMS

LESSEE agrees to pay \$ _____ per month on the _____ day of each month. This agreement shall commence on _____ and continue until _____ on a month-to-month basis until either party terminates this agreement by giving a written notice of intention to terminate at least 30 days prior to the date of termination.

PAYMENTS

Rent and/or other charges are to be paid in cash, check, or money order at the Cultural Affairs office, located at 101 East Butler Road, Mauldin, SC 29662. LESSOR acknowledges payment of the first month's rent of \$ _____, a security deposit of \$ _____ (one month's rent), and additional charges/fees for _____, for a total payment of \$ _____. All payments are to be made payable to the City of Mauldin.

SECURITY DEPOSITS

The total of the above deposits shall secure compliance with the terms and conditions of this agreement and the Cultural Center House Rules and shall be refunded to LESSEE within 30 days after the premises have been completely vacated less any amount necessary to pay LESSOR: a.) any unpaid rent, b.) cleaning costs, c.) key/lock/fob replacement costs, d.) cost for repair of damages to premises and/or common areas above ordinary wear and tear, and e.) any other amount legally allowable under the terms of this agreement.

A written accounting of said charges shall be presented to LESSEE within 30 days of move-out. If deposits do not cover such costs and damages, the LESSEE shall immediately pay said additional costs for damages to LESSOR.

LATE CHARGE

A late fee of \$ _____, (not to exceed 25% of the monthly rent), shall be added and due for any payment of rent made after the _____ of the month. Any dishonored check shall be treated as unpaid rent, and subject to an additional fee of \$ _____.

OCCUPANCY

LESSEES are to use the space for arts education purposes between hours stated above and are not to use the facility as a place of residence or place to conduct other business. All activities taking place within the VENUE and on its grounds must be legal in nature and comply with policies set by the City of Mauldin.

PETS

No animal, fowl, fish, reptile, and/or pet of any kind shall be kept on or about the premises, for any amount of time, without obtaining the prior written consent and meeting the requirements of the LESSOR. If such consent is granted, consent shall be revocable at LESSOR'S option upon giving a three-day written notice. In the event laws are passed or permission is granted to have a pet and/or animal of any kind, an additional deposit in the amount of \$200 shall be required along with an additional monthly fee of \$ _____ and the signing of LESSOR'S Pet Agreement. LESSEE also agrees to carry insurance deemed appropriate by LESSOR to cover possible liability and damages that may be caused by such animals.

LIQUID FILLED FURNISHINGS

No liquid filled furniture or vessel containing more than ten gallons of liquid is permitted without prior written consent and

meeting the requirements of the LESSOR. LESSEE also agrees to carry insurance deemed appropriate by LESSEE to cover possible losses that may be caused by such items.

DESTRUCTION OF PREMISES

If the premises become totally or partially destroyed during the term of this Agreement so that LESSEE'S use is seriously impaired, LESSOR or LESSEE may terminate this Agreement immediately upon three-day written notice to the other.

CONDITION OF PREMISES

LESSEE acknowledges that he/she has examined the premises and that said premises, all furnishings, fixtures, furniture, plumbing, heating, electrical facilities, all items listed on the attached property condition checklist, if any, and/or all other items provided by LESSOR are all clean, and in good satisfactory condition except as may be indicated elsewhere in this Agreement. LESSEE agrees to keep the premises and all items in good order and good condition and to immediately pay for costs to repair and/or replace any portion of the above damaged by LESSEE, his/her guests and/or invitees, except as provided by law. At the termination of this Agreement, all of above items in this provision shall be returned to LESSOR in clean and good condition except for reasonable wear and tear and the premises shall be free of all personal property and trash not belonging to LESSOR. It is agreed that all dirt, holes, tears, burns, and stains of any size or amount in the floors, blinds, walls, fixtures, and/or any other part of the premises, do not constitute reasonable wear and tear.

ALTERATIONS

LESSEE shall not paint, wallpaper, alter, redecorate, change/install locks, place signs, displays, artwork, or other exhibits, or install antenna or other equipment including screws, fastening devices, large nails, adhesive materials, etc. on or in any portion of the premises without the written consent of the LESSOR except as may be provided by law.

PROPERTY MAINTENANCE

LESSEE shall deposit all garbage, waste, and recycling in a clean and sanitary manner into the proper receptacles outside of the facility and shall cooperate in keeping the garbage area neat and clean. LESSEE shall be responsible for disposing of items of such size and nature as are not normally acceptable by the garbage hauler. LESSEE shall be responsible for keeping the kitchen and bathroom drains free of things that can potentially cause clogging. LESSEE shall pay for the service fees of any plumbing fixture that needs to be cleared of stoppage and for the expense or damage caused by stopping of waste pipes or overflow from toilets, wash basins, or sinks due to their own actions or their guests' actions.

HOUSE RULES

LESSEE shall comply with all house rules as stated on separate addendum, but which are deemed part of this rental agreement, and a violation of any of the house rules is considered a breach of this agreement.

CHANGE OF TERMS

The terms and conditions of this agreement are subject to future change by LESSOR after the expiration of the agreed lease period upon 30-day written notice setting forth such change and delivered to LESSEE. Any changes are subject to laws in existence at the time of the Notice of Change of Terms.

TERMINATION

After expiration of the leasing period, this agreement is automatically renewed from month to month, but may be terminated by either party giving to the other a 30-day written notice of intention to terminate. Where laws require "just cause", such just cause shall be so stated on said notice. The premises shall be considered vacated only after all areas including storage areas are clear of all LESSEE'S belongings, and keys and other property furnished for LESSEE'S use are returned to LESSOR. Should the LESSEE hold over beyond the termination date or fail to vacate all possessions on or before the termination date, LESSEE shall be liable for additional rent and damages which may include damages due to LESSOR'S loss of prospective new renters.

INSURANCE

LESSEE acknowledges that LESSOR'S insurance does not cover personal property damage caused by fire, theft, rain, war, acts of God, acts of others, and/or any other causes, nor shall LESSOR be held liable for such losses. LESSEE is hereby advised to obtain his/her own insurance policy to cover any personal losses.

EMERGENCY

LESSEE may not block any fire exits or handicap entrances/exits. In the event of an emergency, the LESSEE must notify the proper authorities (911) as well as the Mauldin Cultural Center Staff (emergency #: 803.640.0216 or 864.444.7990). The LESSEE must also vacate the building in an orderly and timely fashion if the emergency warrants evacuation. It is advised that the LESSEE appoint one staff member or attendee to ensure this is enforced in the event of an emergency.

SMOKING

Smoking is STRICTLY prohibited in the VENUE; this includes within the building, in any room, within the outdoor amphitheater, or on any other VENUE grounds. Those wishing to smoke may do so at a distance greater than 25 feet from the entrance of the building and/or amphitheater and must dispose of all trash in the proper receptacles outside of the facility.

RIGHT OF ENTRY AND INSPECTION

LESSOR may enter, inspect, and/or repair the premises at any time under any circumstances. LESSOR is permitted to make all alterations, repairs, and maintenance that in LESSOR'S judgment is necessary to perform.

ASSIGNMENT

LESSEE agrees not to transfer, assign, or sublet the premises or any part thereof.

PARTIAL INVALIDITY

Nothing contained in this Agreement shall be construed as waiving any of the LESSOR'S or LESSEE'S rights under the law. If any part of this Agreement shall be in conflict with the law, that part shall be void to the extent that it is in conflict, but shall not invalidate this Agreement nor shall it affect the validity or enforceability of any other provision of this Agreement.

NO WAIVER

LESSOR'S acceptance of rent with knowledge of any default by LESSEE or waiver by LESSOR of any breach of any term of this Agreement shall not constitute a waiver of subsequent breaches. Failure to require compliance or to exercise any right shall not be constituted as a waiver by LESSOR of said term, condition, and/or right, and shall not affect the validity or enforceability of any provision of this Agreement.

ATTORNEY FEES

If any legal action or proceedings be brought by either party of this Agreement, the prevailing party shall be reimbursed for all reasonable attorney's fees and costs in addition to other damages awarded.

JOINTLY AND SEVERALLY

The undersigned LESSEES are jointly and severally responsible and liable for all obligations under this agreement.

REPORT TO CREDIT/TENANT AGENCIES

You are hereby notified that a nonpayment, late payment or breach of any of the terms of this rental agreement may be submitted/reported to a credit and/or tenant reporting agency, and may create a negative credit record on your credit report.

LEAD NOTIFICATION REQUIREMENT

For rental dwellings built before 1978, LESSEE acknowledges receipt of the following: (Please initial)

Lead Based Paint Disclosure Form

EPA Pamphlet

ADDITIONS AND/OR EXCEPTIONS: _____

NOTICES

All notices to LESSEE shall be served at LESSEE'S premises and all notices to LESSOR shall be served at the Cultural Affairs office, 101 East Butler Road, Mauldin, SC 29662.

ACCESS AND ADDENDUMS

The facility utilizes an access control system for building access and keys for individual room access. LESSEE agrees to not share keys, access fobs, or entry codes with any third party. LESSEE acknowledges receipt of the following which shall be deemed part of this Agreement: (Please initial)

Keys - # of keys and purposes: _____

Code for keypad entry

Fob for panel entry: # _____

House Rules | Pet Agreement | Alcohol Policy | Lead Pamphlet & Form

Other _____

ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between LESSOR and LESSEE. No oral agreements have been entered into, and all modifications or notices shall be in writing to be valid.

RECEIPT OF AGREEMENT

The undersigned LESSEES have read and understand this Agreement and hereby acknowledge receipt of a copy of this Lease Agreement.

LESSEE'S Signature _____ Date _____

LESSEE'S Signature _____ Date _____

LESSOR'S Signature _____ Date _____



CULTURAL CENTER RENTAL AGREEMENT

CONTACT INFORMATION

LESSEE NAME: _____
ORGANIZATION NAME: _____
ADDRESS: _____
CITY: _____ STATE: _____ ZIP: _____
PHONE: [home] _____ [office] _____ [cell] _____
EMAIL: _____

RENTAL INFORMATION

For Single-Occurrence Events

RENTAL DATE: _____

ARRIVAL TIME: _____ AM / PM | DEPARTURE TIME: _____ AM / PM

**Note: Your rental begins from the time you enter the facility until all guests have left – including set up and clean up.*

For Multiple-Occurrence Events

Please list date, times, and frequency below [ex.] August 1, 8, 15, 22, 2016 | 11 a.m. to 3 p.m. [or] Every Monday for six weeks beginning on August 1, 2016 from 11 a.m. to 3 p.m.]:

Expected Attendance: _____

Please explain, in brief, the nature of your rental (a full description may be attached):

RESERVATION INFORMATION

Please indicate which room[s] you wish to reserve.

- ___ Meeting Room I
- ___ Artisan Studio [14]
- ___ Auditorium
- ___ Outdoor Amphitheater

** Access to the Catering Kitchen is available upon request. Catering Kitchen may be in use throughout your event by other parties. Please see Cultural Center House Rules for more details.*

SPECIAL AGREEMENTS

PAYMENT SCHEDULE AND RENTAL TERMS

Security Deposit | Meeting Room I & Artisan Studio

For rentals taking place in Meeting Room I or the Artisan Studio, the LESSEE is responsible for a \$100 refundable deposit, due at the time of this document being signed unless otherwise agreed upon. This amount secures the date and location for the LESSEE and will be returned after the completion of the event once the LESSOR surveys the rental area and deemed it undamaged, orderly, and clean.

Security Deposit | Auditorium & Outdoor Amphitheater

For rentals taking place in the Auditorium or Outdoor Amphitheater, the LESSEE is responsible for a \$500 refundable deposit, due at the time of this document being signed unless otherwise agreed upon. This amount secures the date and location for the LESSEE and will be returned after the completion of the event once the LESSOR surveys the rental area and deemed it undamaged, orderly, and clean.

Rental Fee

The rental fee must be paid in full no less than 30 days prior to first rental date and time as stated in this rental agreement. If this payment is not received within that timeframe, the LESSEE's date will be released, event cancelled, and security deposit forfeited.

Security | Meeting Room I & Artisan Studio*

For rentals taking place in Meeting Room I or the Artisan Studio, the LESSEE need only obtain security from the Mauldin Police Department if serving alcohol per the City's Alcohol Policy. Obtaining security must be done by LESSEE no less than 30 days prior to first rental date and time as stated in this rental agreement. If security is not obtained within that timeframe, the LESSEE's date will be released, event cancelled, and security deposit forfeited.

Security can be arranged through Sgt. Kara Boyd — kboyd@mauldinpolice.com or 864.289.8900. The current rate for security is \$35 per hour per officer and is to be paid to officers directly. Rates are subject to change at any time and are at the sole discretion of the Mauldin Police Department. The amount of security necessary will be determined solely by the Mauldin Police Department.

Security | Auditorium & Outdoor Amphitheater*

For rentals taking place in the Auditorium or Outdoor Amphitheater, the LESSEE is required to obtain security from the Mauldin Police Department regardless of alcohol service. Obtaining security must be done by LESSEE no less than 30 days prior to first rental date and time as stated in this rental agreement. If security is not obtained within that timeframe, the LESSEE's date will be released, event cancelled, and security deposit forfeited.

Security can be arranged through Sgt. Kara Boyd — kboyd@mauldinpolice.com or 864.289.8900. The current rate for security is \$35 per hour per officer and is to be paid to officers directly. Rates are subject to change at any time and are at the sole discretion of the Mauldin Police Department. The amount of security necessary will be determined solely by the Mauldin Police Department.

Staff | Meeting Room I & Artisan Studio*

For rentals taking place in Meeting Room I or the Artisan Studio, the LESSEE is required to hire a staff member. Obtaining staff must be done by LESSEE no less than 30 days prior to first rental date and time as stated in this rental agreement. If staff is not obtained within that timeframe, the LESSEE's date will be released, event cancelled, and security deposit forfeited.

Staff can be arranged through Keira Heider, Cultural Affairs Manager — kheider@mauldincitysc.com or 864.404.3292. The current rate for staff is \$35 per hour per staff member and is to be paid to staff member directly. Rates are subject to change at any time and are at the sole discretion of the Mauldin Cultural Center. The amount of staffing necessary will be determined solely by the Mauldin Cultural Center.

Staff | Auditorium & Outdoor Amphitheater*

For rentals taking place in the Auditorium or Outdoor Amphitheater, the LESSEE is required to hire a staff member. Obtaining staff must be done by LESSEE no less than 30 days prior to first rental date and time as stated in this rental agreement. If staff is not obtained within that timeframe, the LESSEE's date will be released, event cancelled, and security deposit forfeited.

Staff can be arranged through Keira Heider, Cultural Affairs Manager — kheider@mauldincitysc.com or 864.404.3292. The current rate for staff is \$35 per hour per staff member and is to be paid to staff member directly. Rates are subject to change at any time and are at the sole discretion of the Mauldin Cultural Center. The amount of staffing necessary will be determined solely by the Mauldin Cultural Center.

Staff | Audiovisual Availability*

Audiovisual equipment is available for rental upon request and dependent on staffing availability. This request must be made at the time of the agreement and secured no less than 60 days prior to the first rental date and time as stated in this rental agreement. If staff is unavailable, audiovisual equipment will be unavailable.

Staff can be arranged through Keira Heider, Cultural Affairs Manager — kheider@mauldincitysc.com or 864.404.3292. The current rate for staff is \$35 per hour per staff member and is to be paid to staff member directly. Rates are subject to change at any time and are at the sole discretion of the Mauldin Cultural Center.

**Changes to staffing requirements may be made by the Cultural Affairs Manager.*

Refunds/Cancellations

Events cancelled 30 days or less prior to the function start date are eligible to receive a 50% refund of the total amount paid beyond the security deposit, and the security deposit will be forfeited.

Events cancelled 31-60 days prior to the function start date are eligible to receive a 75% refund of the total amount paid beyond the security deposit, and the security deposit will be forfeited.

Events cancelled 61-90 days prior to the function start date are eligible to receive a full refund of the total amount paid beyond the security deposit, and the security deposit will be forfeited.

If LESSEE fails to notify staff of a cancellation, LESSEE is still responsible for full payment of time reserved, and security deposit will be forfeited.

If, as the result of a Force Majeure Event (as defined below), LESSEE or LESSOR is unable to, or is prevented from, hosting the function, then LESSEE and LESSOR's obligations hereunder will be fully excused.

A "Force Majeure Event" shall mean any one or more of the following acts which make the function by LESSEE impossible, infeasible or unsafe: acts of God; natural disasters; health pandemics; acts of the public enemy; acts or threats of terrorism; personal threats; insurrections; riots; or other forms of civil disorder in or around the VENUE or which the LESSEE or LESSOR reasonably believe jeopardizes the safety of the LESSEE or LESSOR's person, equipment, attendees, or staff.

Fees

Rental Description	Hours/Qty	Hourly Rate	Daily Rate	Class Rate	Total
Meeting Room I	___ hrs ___ days	\$60/hour	\$480/day	25% of student registration fees	
Artisan Studio	___ hrs ___ days	\$40/hour	\$360/day	25% of student registration fees	
Auditorium	___ days	--	\$2,000/day	--	
Outdoor Amphitheater	___ days	--	\$3,000/day	--	
Security Officer(s)	___ hrs	\$35/hour	--	--	
Staff (or) Audiovisual Staff	___ hrs	\$35/hour	--	--	
Audiovisual Equipment Usage (lighting + 6 mics)	--	--	\$500/day	--	
Security Deposit	1	\$100 Meeting Room I or Artisan Studio			
Security Deposit	1	\$500 Auditorium or Amphitheater			
Subtotal					
Nonprofit/Arts Discount		Less 25%			
Total					

**Day rentals are those that last 8 hours or longer.*

Date	Payment	Amount	Chk/Cash/MO	Remaining Balance	Staff Signature
	Security Deposit				
	Rental Fees				
	Rental Fees				
	Rental Fees				

ALCOHOL POLICY

To serve alcohol at your event, contact the Mauldin Cultural Center office or visit www.mauldinculturalcenter.org to submit an Alcohol Service Request Form. Requests must be made no later than thirty [30] days prior to the start of your event. Submission of a Request does not guarantee approval.

INSURANCE

Depending on the nature of your event, you may be required to purchase additional liability insurance indemnifying the City of Mauldin and its staff. See staff for more details or visit our website to purchase insurance through the City's Tenant User Liability Insurance Program [TULIP], which offers competitive rates for one-time events.

Insurance Required: ___ Yes ___ No

- Purchased through TULIP? ___ Yes ___ No
- Purchased through Other Means: Company Name _____ [proof attached herein]



CULTURAL CENTER CURRENT LEASES

Leases are for those who require a room at the Cultural Center that cannot be used for any other purpose because of the frequency of meetings/classes/lessons.

THE ART HAVEN

Current Payment	\$375/month/room
2021 Payment	\$500/month/room
No. Rooms	2 rooms
Total Payment	\$1,000/month

Benefits to Lessor:

The Art Haven offers arts education classes in pottery, watercolor, drawing, painting, and more to youth, teens, adults, and seniors. This fits the brand of the Cultural Center as a hub of arts in the Mauldin.

BRANDON DYKE GUITAR

Current Payment	\$250/month/room
2021 Payment	\$350/month/room
No. Rooms	1 room
Total Payment	\$350/month

Benefits to Lessor:

Brandon Dyke offers both individual and group lessons in guitar to youth, teens, adults, and seniors. Brandon also records and produces music for local artists. This fits the brand of the Cultural Center as a hub of arts in the Mauldin.

CINDY'S SHARPTONES

Current Payment	\$350/month/room*
2021 Payment	\$500/month/room
No. Rooms	1 room
Total Payment	\$350 /month*

**Cindy pays 25% of her income, which fluctuates. We receive anywhere from \$150 to \$350 in monthly rent.*

Benefits to Lessor:

Cindy Overfield offers both individual and group lessons in voice to youth, teens, and adults. This fits the brand of the Cultural Center as a hub of arts in the Mauldin.

GREATER MAULDIN CHAMBER OF COMMERCE

Current Payment	\$0/month/room
2021 Payment	TBD
No. Rooms	4 rooms
Total Payment	\$0/month

Benefits to Lessor:

Promotion in e-newsletter. Annual Train Show and Tree Lighting are cultural events hosted by the Chamber at the Cultural Center.

CULTURAL CENTER CURRENT RENTALS

The renters listed below use a room at the Cultural Center on a regular basis.

CIVITAN CLUB

Current Payment \$0/month/room
2021 Payment TBD
No. Rooms 1 room
Total Payment \$0/month
Frequency 2x/month

DISABLED AMERICAN VETERANS CHAPTER

Current Payment \$0/month/room
2021 Payment TBD
No. Rooms 1 room
Total Payment \$0/month
Frequency 2x/month

MAULDIN GARDEN CLUB

Current Payment \$0/month/room
2021 Payment TBD
No. Rooms 1 room
Total Payment \$0/month
Frequency 1x/month

MAULDIN LIONS CLUB

Current Payment \$0/month/room
2021 Payment TBD
No. Rooms 1 room
Total Payment \$0/month
Frequency 2x/month

MAULDIN ROTARY CLUB

Current Payment \$0/month/room
2021 Payment TBD
No. Rooms 1 room
Total Payment \$0/month
Frequency 4x/month + events

THE MENTORING AND LEADERSHIP DEVELOPMENT INSTITUTE (TMALDI)

Current Payment \$0/month/room
2021 Payment TBD
No. Rooms 1 room
Total Payment \$0/month
Frequency 2x/month

PHI BETA SIGMA FRATERNITY (VETERANS)

Current Payment \$0/month/room
2021 Payment TBD
No. Rooms 1 room
Total Payment \$0/month
Frequency 1x/month

THE TOASTMASTERS

Current Payment \$0/month/room
2021 Payment TBD
No. Rooms 1 room
Total Payment \$0/month
Frequency 2x/month

TROUT UNLIMITED, MOUNTAIN BRIDGE CHAPTER

Current Payment \$30/month/room
2021 Payment TBD
No. Rooms 1 room
Total Payment \$30/month
Frequency 1x/month



EVENT & RENTAL INCIDENT REPORT

REPORTED BY: _____
TITLE/ROLE: _____

DATE OF REPORT: _____
TIME OF REPORT: _____

INCIDENT TYPE: _____

DATE OF INCIDENT: _____

INCIDENT LOCATION:

CITY: _____ **STATE:** _____ **ZIP:** _____

SPECIFIC AREA OF LOCATION *(if applicable):*

INCIDENT DESCRIPTION *(Include details on how the incident happened, factors leading to the event, and what took place. Be as specific as possible.):* _____

INVOLVED PARTIES:

- 1.) **FULL NAME:** _____ **ROLE/RELATIONSHIP:** _____
PHONE: _____ **EMAIL:** _____
- 2.) **FULL NAME:** _____ **ROLE/RELATIONSHIP:** _____
PHONE: _____ **EMAIL:** _____
- 3.) **FULL NAME:** _____ **ROLE/RELATIONSHIP:** _____
PHONE: _____ **EMAIL:** _____

WITNESSES:

- 1.) **FULL NAME:** _____ **ROLE/RELATIONSHIP:** _____
PHONE: _____ **EMAIL:** _____
- 2.) **FULL NAME:** _____ **ROLE/RELATIONSHIP:** _____
PHONE: _____ **EMAIL:** _____
- 3.) **FULL NAME:** _____ **ROLE/RELATIONSHIP:** _____
PHONE: _____ **EMAIL:** _____

POLICE DEPARTMENT ALERTED: YES | NO

FIRE DEPARTMENT ALERTED: YES | NO

ACTION TAKEN: *(Be as specific as possible.):* _____

REPORTER SIGNATURE: _____
NAME: _____ **DATE:** _____





EVENT & RENTAL INCIDENT REPORT

FOLLOW UP ACTION: _____

SUPERVISOR SIGNATURE: _____
NAME: _____ **DATE:** _____

HR SIGNATURE: _____
NAME: _____ **DATE:** _____



LEASE AGREEMENT

THIS LEASE is entered into on this 31st day of October, 2006 between **MAULDIN CULTURAL CENTER FOUNDATION**, (hereinafter called "Landlord") and **THE ROTARY CLUB OF MAULDIN, SC**, (hereinafter called "Tenant").

1. **DESCRIPTION OF PREMISES:** Landlord hereby leases to Tenant, and Tenant hereby hires and takes from Landlord use of the premises as outlined in Item 4 below, those certain Premises known as the Community Room at the Mauldin Cultural Center Foundation property in Mauldin, SC designated according to "Tenant Improvement Guidelines" approved by the Landlord, (here in after called "Premises").

2. **TERM:** The term of this lease shall be for a period of fifteen (15) years commencing on the 31st day of October, 2006 and ending on the 30th day of October, 2021.

3. **RENTAL:** Tenant shall pay no rent for the Premises, but Tenant agrees to spend at least Twenty-Five Thousand (\$25,000.00) Dollars for the renovation and for furnishings and equipment for the rooms which shall become an income producing area for The Mauldin Cultural Center Foundation. The Tenant does have the right to schedule events in the rooms that would be fundraisers for the Tenant.

4. **USE OF THE PREMISES:** The Premises shall be used for Tenant's weekly meetings and other such meetings as the Tenant may require from time to time. Such weekly use will consist of approximately two (2) hours (including set up and tear down) for the Tenant's weekly meetings at the time and time required by the Tenant. Additional usage shall be for special meetings such as banquets, board meetings, etc. at days and times of the Tenant's choosing. Tenant will be allowed to store and display Tenant's paraphernalia. Tenant must notify Landlord of special meeting dates and times at least **thirty (30) days** in advance to avoid scheduling conflicts.

5. **QUIET ENJOYMENT:** Landlord warrants and covenants that it is the owner of, and is in lawful possession of, the Premises and covenants and agrees that Tenant shall have quiet enjoyment of the Premises and the rights granted in this Lease, provided Tenant complies with each and all of the terms of this Lease.

6. **ALTERATIONS, REPAIRS AND MAINTENANCE:** Tenant agrees to: Renovate rooms according to the "Tenant Improvement Guidelines" approved by the Mauldin Cultural Center Foundation. Such improvements shall include, but not be limited to, recarpeting floors, repainting walls, redoing the ceiling, replacing fixtures, installing blinds, removing existing partitions, and installing new walls and doors, as required. Renovation shall consist of the Community Room on the first floor which shall be renovated to be used for meetings, etc. Tenant and Landlord will jointly agree to the final plan for improvements to the rooms. Club will further equip and furnish room for

use as a meeting room. Tenant shall further have the option to renovate the attached office as a "catering kitchen" to be used for storage and catered food and beverage preparation.

7. **SIGNAGE**: The Tenant may place or attach to the Premises such signs or other identification as may be reasonably needed to identify the Tenant's business or organization. Any signs or other form of identification allowed must conform to all applicable laws, rules, regulations and ordinances of federal, state, county and municipal authorities regulating the use of signage and must have first been approved in writing by Landlord.

8. **UTILITIES, PERMITS AND COMPLIANCE WITH LAWS**:

Landlord agrees to pay for all utilities for the subject property.

9. **ASSIGNMENT/SUBLETTING**:

Landlord may rent the subject premises to other entities and organizations at days and times not in conflict with use by Tenant.

10. **OPTION TO RENEW**:

This Lease will automatically renew for additional terms of three (3) years each unless either the Tenant or Landlord informs the other party ninety (90) days prior to expiration of the Lease of requested Lease changes or of the intent to not renew.

11. **TRASH REMOVAL**: The Tenant agrees to keep the entire Premises clean at all times.

12. **ROOM SET-UP**: The Tenant has the right to leave the room in the standard meeting set-up configuration. This standard configuration will be furnished to the landlord in a diagram form. Renters, or landlord custodial staff, would be expected to return the rooms to the standard meeting set-up configuration after other meetings or events are held in the rooms.