

MARITIME PARK

APPLICATION TO RESERVE THE MARITIME PARK

This Application, Terms and Conditions, and License Agreement (all signed) must be submitted with the full security deposit (\$500) and 1/2 of the License Fee in order to reserve the Maritime Park, 725 Front Street, Georgetown SC 29440.

Name of Applicant/Organization: _____

Mailing Address of Applicant: _____

Home Phone/Cell: _____ Work Phone: _____

Fax number: _____

Email Address: _____

Type of Event: _____

Proposed Term beginning _____ and ending _____

Maximum number of persons expected to occupy the facilities during any portion of Term period: _____

(Max. Occupancy is 450).

License Fee:

_____ **\$2500 License Fee - Starting 9:30 am Friday and Ending 12:00 noon on Sunday. The tent must be removed from site by 10:00 am Monday morning.**

Gate key can be picked up at Maritime Park at 9:30 am on the 1st day of Term period and must be returned to the Maritime Park no later than 12 noon on the last day of Term (Sunday) or Licensee agrees to pay \$50.00 for each hour or portion of each hour thereafter. **The Gate Key must be picked up by person whose name appears on License Agreement and will not be given to other family members, caterers, florists, etc.** The applicant must also provide a copy of their event insurance coverage.

FOR FIRE DEPARTMENT, POLICE DEPARTMENT, OR AMBULANCE EMERGENCY CALL – 911

SECURITY DEPOSIT - \$500.00. Security Deposit is fully refundable provided the conditions in this application and License Agreement are met. Licensee agrees to forfeit the Security Deposit if the reservation is cancelled 45 days or less before the start of the reserved Term. If damages exceed the amount of the security deposit, Licensee agrees to pay for the excessive damages upon presentation/receipt of repair bill. Security Deposit, less damages, will be returned to Applicant/Organization within 30 days upon return of keys.

Remarks: _____

Signed/Date

Signed/Date

Application has been received and (accepted) (declined) by: _____

Harbor Historical Association Agent/Date

MARITIME PARK TERMS & CONDITIONS

1. No food or drink shall be left on the site overnight.
2. No alcohol is allowed off site. Alcoholic drinks must stay inside the gated area.
3. All garbage must be placed in plastic bags and placed in the outside GREEN trash cans immediately following the event and rolled to curb. Please remind guests to not litter the surrounding streets and neighborhood.
4. No “glitter” particles are allowed as part of decorations as this material is extremely difficult to clean.
5. Any water or other liquid spills must be cleaned up immediately!
6. Licensee agrees to remove all waste associated with decorations and food preparation and serving. Maritime Park’s janitorial services are included as part of the License Fee but, does not include removal of these materials placed on the premises by Licensee (s) or their agents. Tenant will be charged for removal of waste, decorations, food, etc. left on site by the tenant after tenant has turned over the key. Please sweep site and ensure no food particles are left laying on the site floor!
7. Tenant must make arrangements with caterers to have all items provided by the caterer removed and gate key returned to Maritime Park’s agent no later than 12 noon on the final day of lease (i.e. Sunday for weekend Term). If these items are not removed and key is not returned by this time, there will be a \$50.00 per hour charge to the tenant for each hour after 12 noon.
8. The Maritime Park is adjacent to residential residences and excessive noise will not be tolerated. Any music must cease by 11 pm.
9. Gates along Front St and leading to boardwalk shall be locked at all times when the Licensee leaves the site unoccupied.
10. Parking is allowed on side streets and there are several public parking lots within walking distance. Please do not park on Front St - parking is limited to 2 hours and you will get a ticket. Also please do not block driveways or the vehicle will be towed. Vehicles are not allowed on sidewalks or lawn areas; it is the Licensee’s responsibility to notify all guests, caterers, decorators, and etc. of this policy.
11. No vehicles are allowed on the tent cement slab site.

For any problems that would endanger the Maritime Park contact Atlantis Property Management (843) 833-5377 as well as required emergency agencies (fire department, police department, ambulance, etc.) immediately by calling 911.

Licensee s Initials _____

MAILING ADDRESS: ATLANTIS PROPERTY MANAGEMENT, 411 FRONT STREET, GEORGETOWN, SC 29440 (843) 833-5377

PHYSICAL ADDRESS: MARITIME PARK, 725 FRONT STREET, GEORGETOWN, SOUTH CAROLINA 29440

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

MARITIME PARK – LICENSE AGREEMENT

This License Agreement is made in Georgetown, South Carolina on this _____ day of _____, 2018 by and between Harbor Historical Association (Licensor) and _____ (Licensee) and shall provide as follows:

1. License Agreement. Licensor hereby permits Licensee to temporarily occupy and use the Maritime Park Property located at 725 Front Street, Georgetown, South Carolina, 29440 (hereinafter the “Premises”) for the sole purposes as described herein below.

2. Term: The Term of this License Agreement shall commence at 9:30 am on Friday _____, and end at 12:00 pm (noon) on Sunday _____. Licensee covenants that upon expiration of the Term of this License Agreement, or upon earlier termination of this License Agreement pursuant to the terms hereof, the Licensee will return all keys and quietly and peacefully deliver possession of the facilities to Licensor. Tenant agrees to pay \$50.00 per hour, or for each portion of an hour, if the keys are returned later than 12:00 pm on the day the license expires.

3. License Application: The Licensee acknowledges that the Owner has relied on the Application to Reserve the Maritime Park, as an inducement to entering this agreement, and the Licensee warrants to Harbor Historical Association that the facts stated in the Application are true to the best of the Licensee’s knowledge. If any fact stated in the Application proves to be untrue, Harbor Historical Association shall have the right to terminate the agreement immediately.

4. License Fee. The Licensee agrees to pay a fee of \$_____ for the use of the Premises during the aforesaid Term. **In order to reserve the Park, the full security deposit and half of the License Fee must be submitted to Atlantis Property Management with check payable to Harbor Historical Association. If the License Fee is not paid in full 45 days prior, reservation will be cancelled.** Security deposit to be held as security for the full and faithful performance by Licensee of terms and conditions herein; no part of this deposit is to be applied to any License Fee. Harbor Historical Association warrants that acceptance of the deposit, half of the License Fee, and signed License Agreement grants the Licensee reservation of the Term as stated herein. Harbor Historical Association further warrants the security deposit shall be returned to the Licensee within 30 days following the Term provided terms and conditions have been met by Licensee. The Licensee shall forfeit initial ½ payment if Licensee cancels his reservation prior to the Term for which Harbor Historical Association has granted reservation.

5. Assignment. The Licensee shall not assign its rights under this License Agreement, and shall further not lease/sublease/sub rent any part of the premises, without the written consent of Harbor Historical Association.

6. Utilities: Harbor Historical Association shall provide water and electricity. Fire hydrants are located in readily accessible locations in case of emergency. In case of emergency, please call 911.

7. Licensee Obligations: See Application and Terms and Conditions, the contents of which are specifically incorporated herein by reference.

8. Right of Access: Atlantis Property Manager Representatives may enter the premises at any time for any purpose during the Term without consent of the Licensee.

9. Remedy after Termination of License Agreement: Upon the expiration of the Term of this License Agreement, or upon earlier termination of this License Agreement pursuant to the terms hereof, Harbor Historical Association has the right to take possession of the Premises without having to follow any process of law. The Licensee specifically acknowledges the Licensor shall not be required to institute an action for possession with any Court and further acknowledges Licensor will not be required to file a formal application for writ of ejectment.

Licensor shall also have the right to seek any remedy available at law or in equity, including but not limited to a claim for damages, reasonable attorney's fees, collection costs, and court costs.

10. Indemnification: Licensee agrees to indemnify, save, defend and hold harmless Harbor Historical Association, it's agents, employees, owners, officers and members, harmless from any and all claims, demands, damages, costs and expenses, including reasonable attorney's fees for the defense thereof, arising from the use of the Premises by the Licensee.

Licensee further agrees to indemnify, save, defend and hold harmless Harbor Historical Association, it's agents, employees, owners, officers and members, harmless from any and all claims, demands, damages, costs and expenses, including reasonable attorney's fees for the defense thereof, arising or from any acts of negligence of Licensee, Licensee's guests, agents, contractors, employees, concessionaires, or licensees on or about the Premises, except in the event any of the aforesaid claims, demands, damages, costs and expenses arise as a direct result of the sole negligence of the part of the Harbor Historical Association.

11. Vendors. Licensee to provide names of all caterers and tent Rental Company to Harbor Historical Association not later than 30 days prior to event along with caters signature on a copy of the Terms and Conditions Pertaining to the use of Maritime Park. Harbor Historical Association retains the right to disapprove the use of any cater or tent rental company.

12. Damage or Destruction to Premises. In the event the Premises shall be damaged or destroyed such that the same is not suitable for use, Harbor Historical Association shall as soon as practicable notify the Licensee. Upon the occurrence of such event, this License Agreement shall be terminated without obligation or penalty to either party, Licensor shall refund all monies paid by the Licensee and the Licensee shall not be entitled to specific performance or damages of any kind.

13. Insurance. Applicant must provide Event Insurance with 1 million dollars in liability coverage. The Harbor Historical Association must be listed as additional insured. (Approximate cost \$200-300). This insurance specifically needs to include any planned use of alcoholic beverages being served on the Premises. Cancellation insurance is not required but is encouraged.

14. Damage. Licensee shall be responsible for any damages caused to the Premises, or the fixtures and furnishings contained therein, as a result of its use and occupancy by Licensee. Licensor is not responsible for any items left on the Premises at the conclusion of the Term.

15. Notice. Any notice or communication which may be given, or is required to be given under the terms of this Agreement shall be in writing, and mailed to the respective party at the address set forth in the Application to Reserve Maritime Park attached hereto.

16. Interpretation. Nothing herein shall be interpreted as a Lease Agreement, and nothing herein shall be construed as to create a Landlord and Tenant relationship between the parties hereto. The parties hereto specifically acknowledge the South Carolina Residential Landlord Tenant Act **DOES NOT** apply to this Agreement.

17. Compliance. Licensee shall comply with all laws, ordinances, rules and orders of appropriate governmental authorities applicable to its use of the Premises.

18. Facsimile and Other Electronic Means. The parties agree that this Agreement may be communicated by use of a fax or other secure electronic means, including but not limited to electronic mail and the internet, and the signatures, initials and handwritten or typewritten modifications to any of the foregoing shall be deemed to be valid and binding upon the parties as if the original signatures and initials.

19. Survival. If any provision of this Agreement should be or become invalid, such invalidity shall not in any way affect any of the other provisions of this Agreement which shall continue to remain in full force and effect.

20. Entire Binding Agreement. It is expressly agreed between the parties that this Agreement, together with any attachments hereto, constitutes the entire agreement between the parties hereto and there are no other conditions, reservations, or oral agreements of any kind regarding the purchase and sale agreed upon which are not contained herein. Any modifications or addendum of or to this Agreement must be in writing and be signed by both parties to this Agreement.

21. Modification. This agreement shall not be modified without the written consent of both parties.

22. Choice of Law / Venue. This Agreement shall be governed by, and construed in accordance with, the law of the State of South Carolina, all rights and remedies being governed by those laws. The parties hereto that Georgetown County, South Carolina shall be the proper venue for any dispute arising hereunder.

Licensee: Harbor Historical Association, Licensor

Licensee Name: _____ By: _____
Date: _____ Its: Agent
Date: _____

LIST OF LICENSEE CONTACTS (contact before, during, and after Term.)

Name of Person who will **pick up & drop** off key / Phone

Name/ Phone

Caterer Name/Phone (30 days prior to event)

TO COMPLETE RESERVATION, THIS LICENSE AGREEMENT MUST BE COMPLETED, SIGNED, AND RETURNED TO ATLANTIS PROPERTY MANAGEMENT NO LATER THAN:_____.

WRITE CHECK TO: Harbor Historical Association
MAIL TO: Atlantis Property Management
411 Front Street
Georgetown, SC 29440
(843) 833-5377
SCMaritimePark@gmail.com