

HILTON HEAD PLANTATION PROPERTY OWNERS' ASSOCIATION, INC.

DOLPHIN HEAD REC CENTER

FUNCTION DATE: _____

NAME OF PROPERTY OWNER (please print) _____

ADDRESS OF PROPERTY OWNER _____

TELEPHONE HOME () _____ WORK () _____ OTHER () _____

RENTAL USE AGREEMENT

This Rental Use Agreement (hereinafter called the "Agreement") is made between Hilton Head Plantation Property Owners' Association, Inc. (hereinafter called "Association") and _____ (hereinafter called "Owner" or "I"). The Association hereby leases to Owner, and Owner rents from Association, the Dolphin Head Rec. Center (hereinafter called "Recreation Facilities") under the following terms and conditions:

- 1. I am reserving the Recreation Facilities for the purpose of _____ (the "Function") which will be attended by _____ (The maximum number of persons permitted inside the building is 65 or 185 if utilizing the inside as well as the exterior deck areas and event lawn.) Said Recreation Facilities includes the adjoining/nearby Event Lawn and exterior deck areas, but does not include the Dolphin Head Picnic Shelter, Sport Court, or Playground.
2. The Function will be held between the hours of _____ and _____ on _____, 20_____. This should include set-up and breakdown time. I understand that use of the Recreation Facilities before or after the hours for which it has been reserved will constitute a breach of this Agreement and will result in forfeiture of my deposit. I also understand that the use of the Recreation Facilities must be between the hours of 8:30 am and 10:00 pm on the date reserved.
3. I will make a reservation and clean up deposit in the amount of \$300.00 which is due and payable no more than seven (7) days after submission of this Agreement. I further understand and agree that this deposit will be used to pay for cleaning costs and any and all damages resulting to the Recreation Facilities, its contents, or any other portion of the Association property from my actions or any actions of persons present at, attending, or in any other way related to the Function. An authorized Association representative shall inspect the premises within forty-eight (48) hours after the keys are returned to him/her. I understand that any charges made against my deposit will be explained. If costs of repair exceed the amount of my deposit, I agree to pay the Association the full cost of all repairs within ten (10) days of receipt of a written explanation of the damages and a bill from the Association for such repairs. I agree that all deposits, fees, cleaning, and repair charges and any and all expenses incurred by the Association as a result of the use of the Recreation Facilities under this Agreement shall be considered an assessment and constitute a lien against my property and shall be fully collectible as provided for in the Association's Declaration and By-Laws.
4. I will submit payment in the amount of \$400.00 (0-50 attendees), \$450.00 (51-75 attendees), \$500.00 (76-100 attendees), \$550.00 (101-150 attendees), or \$600.00 (151-185 attendees) to the Association as a rental fee for the Recreation Facilities no later than _____, 20_____. Said rental fee is in addition to the deposit set out above.
5. I assume all responsibility, risks, liabilities, and hazards incidental to the activities applied for (including, but not limited to, the serving of alcoholic beverages), and hereby release and forever discharge the Association, its officers, directors, employees, agents, and members, present, past, and future from any and all claims, costs, disputes, causes of action, and liability for personal injury or death and damage to, or destruction of, property arising from my use of the Recreation Facilities and its appurtenances.
6. I agree to indemnify and hold harmless the Association, its officers, directors, employees, agents, and members, present, past, and future, from any and all claims, costs, causes of action, damages, and liabilities (including but not limited to attorney's fees, costs and expenses) for any and all injuries, to either person or property, suffered by me, my family members, employees, agents, servants, guests, invitees, any member of the Association, or any other person which arise from or are in any way related to the above Function, activity, rental, or use of the Recreation Facilities.
7. I assume all responsibility for the actions and behavior of all persons present at, attending, or in any other way related to the Function and agree to be personally responsible for causing all such persons to comply with the Association's Declaration, By-Laws, and Rules and Regulations as if the conduct were my own. I acknowledge that violation of any provision of the Association's Rules and Regulations, Declaration, or By-Laws by any person present at, attending, or in any other way related to the Function, may, in the sole discretion of the Association's Board of Directors, result in forfeiture of my deposit and/or sanctions under the Association's Declaration, By-Laws, and Rules and Regulations.
8. I understand that I am being granted the exclusive use of the Recreation Facilities for the time period described above, subject to the right herein reserved by the Association to enter the Facilities and terminate my use thereof should the conduct of any person using the Facilities endanger the health, safety, or well-being of any person or constitute a threat to any property. I understand that if any other persons or groups are using it during the timeframe I reserved it, I will take no direct action to put said persons out of the Recreation Facilities and will contact Association security staff.
9. I am a member of the Association, at least twenty-one (21) years of age, have no unpaid fees due to the Association, and will be in attendance at the Function at all times during the Function. I hereby agree and represent that the Recreation Facilities will be used for lawful purposes only and that if any conduct at the Function I am sponsoring violates federal, state, or local laws or ordinances, my rights to use the Recreation Facilities under this Agreement shall terminate and the Association shall have the right to take possession of the Recreation Facilities and instruct my guests to leave the property.
10. I agree that cancellation of the Function must be made no later than two (2) weeks prior to the event in order to receive a complete refund of the fees. Less than two (2) weeks' notice will result in a forfeiture of fifty percent (50%) of the deposit. December cancellations will be charged seventy-five percent (75%) of the deposit if cancelled less than four (4) weeks before the date, fifty percent (50%) if cancelled four to six weeks before the date or Association's Declaration, By-Laws, and Rules and Regulations.
11. Loud outdoor music is not permitted during the Function with the exception of POA sponsored events or activities receiving special permission from the General Manager. The built-in outdoor speaker system may be utilized to play music outdoors as long as the noise level remains at a low level consistent with background music. Excessive noise level will subject the user to possible citations

for violation of the Town of HHI Noise Ordinance. Live amplified bands are not permitted outside. Live bands, unless playing acoustic, must be set up inside the building. Furthermore, all outdoor music must be shut off no later than 10:00 PM. _____

(initial)

12. Subject to those deductions provided for in this Agreement, the deposit will be refunded in whole or in part by mail within thirty (30) days of the Function.
13. I agree to be bound by the Recreation Facilities' rules and to clean the Facilities after use as required by the rules. The Association includes a cleaning charge in the rental fee of **\$100.00**. The Owner is required to remove decorations, etc., and discard refuse (to Plantation House dumpster) generated from the Function before they leave the Recreation Facilities. Furniture must be returned to the original setup (as found) unless arrangements have been made to have furniture moved by the Association. The checklist (which will be provided along with the Recreation Facilities' key) should be completed, signed, and returned with the Recreation Facilities' key to the Scheduling Office at the Plantation House before 10:00 AM the next business day following the Function. For furniture moves by the Association, arrangements must be made no less than **two (2) weeks** prior to the Function.
14. The Association shall provide clean and orderly Recreation Facilities for the Function and shall ensure that there is toilet paper, hand soap, paper towels (for bathroom and kitchen), and large trash bags present in the Recreation Facilities.
15. I acknowledge that this Agreement does not entitle me to use the Picnic Shelter, Sport Court, and/or Playground.
16. Guests who do not live in Hilton Head Plantation will be issued a Restricted Residential Guest Pass.
17. Any vendors, caterers, or subcontractors hired for parties will be subject to the daily gate pass fee if not already registered through the Association as a subcontractor.
18. Guests may park in the mulched grounds adjacent to the Event Lawn if the gravel/paved parking spaces in the general parking area are taken at the Dolphin Head Recreation Area.
19. The purpose of the Function cannot be changed without filing a new Agreement. If the Association learns of an unapproved use, the deposit will be forfeited, and the Function cancelled.
20. I hereby agree that, if alcoholic beverages are served at the Function, then alcoholic beverages shall: (1) not be sold at the Function, (2) not be served or be allowed to be provided to minors at the Function, (3) shall only be provided to or served to adults in a responsible manner and not in any way over-served, and (4) only be provided in accordance with South Carolina law. I further agree to name the Association as an additional insured on a Commercial General Liability insurance policy, including host liquor liability, of a minimum of \$1,000,000.00. A copy of a certificate of insurance must be submitted at least ten (10) days before the Function. (Please see Alcohol Policy Agreement, Exhibit 1).
21. **NON-POA ORGANIZATION EVENTS:** For Non-POA organizations seeking to utilize the Recreation Facilities, 50% of the Function's attendees must be Association members or otherwise reside in HHP. A list of attendees demonstrating that 50% of the Function's attendees are Association members or HHP residents must be presented to the Activities Office for approval one week prior to the event. The Recreation Facilities may be used no more than two (2) times per year by the same organization or related organization. "Non-POA Organizations" are any organizations that are not comprised exclusively of Association members or HHP residents, and as distinct from organizations offered by the Association or residential homeowners and/or property owners associations located within the territorial limits of HHP. The Association and its staff reserve unto it/themselves sole discretion to determine whether any organization seeking to use the Recreation Facilities is sufficiently affiliated with the Association or a Non-POA Organization.
22. **POLICY STATEMENT:** I have read and understand the policy statement. I understand and agree the Recreation Facilities will NOT be used for:
 - Events held by Non-POA Organizations that do not meet the participation threshold set out above.
 - Political rallies.
 - Political purpose unless reasonably and equally open to all candidates seeking the same office or nomination and conducted fairly, which fairness shall be in the Association's sole discretion, and for which the Owner indemnifies the Association against liability for approving the event or event format, which Association's concern is inclusivity and fairness for all candidates seeking the same position or nomination.
 - Private profit, commercial purposes, fund-raising, and religious services/classes.
23. **CODE OF CONDUCT:** All attendees must adhere to a proper code of conduct, adherence to which will not cause injury to any other persons, or to the Recreation Facilities and its furnishings. *Any damages to the Facilities or its contents will be deducted from the reservation and clean up deposit and, in the event that damages to the Facilities exceed the amount of the deposit, the undersigned Property Owner shall be personally liable for the cost of repairs. Furthermore, the Owner may be specially assessed for such damage, which will constitute a continuing lien on the Owner's property.*
24. I understand that my reservation of the Recreation Facilities on the aforementioned date will not be confirmed, nor will this Agreement be binding until such time as this Agreement has been executed by the Association.
25. I have carefully read and understand this Rental Use Agreement and agree to be bound by its terms.
26. The information I have provided is accurate to the best of my knowledge and the Association has a right to rely upon it without regard to whether the reservation is finalized or used and without further investigation or inquiry, and I hereby indemnify the Association for any use which violates this Agreement and the representations it contains or that otherwise violates applicable law.
27. Association shall have the right of access to Recreation Facilities, without notice, for inspection. In case of emergency, management may enter at any time to protect life and to prevent damage to property or the Recreation Facilities themselves.
28. Association shall not be liable for damages to any guest's personal property of any type for any reason or cause whatever, except where such is due to the Association's negligence, to include any negligence of its management, agents, independent contractors or delegees.
29. No pets or wild animals of any kind shall be allowed. Association may remove any animals violating this policy from the Recreation Facilities and a fine of \$500 may be levied. This rule does not apply to animals that you are permitted to have by law.
30. Smoking and vaping is prohibited in the Recreation Facilities, regardless of whether they are a part of the premises reserved by this Agreement. Smoking is ONLY allowed outside of any Dolphin Head Recreation Facilities. Bring your own ashtrays and clean up after usage.
31. The Association does not provide on-site or event security for the Function: if you should have an emergency, please call 9-1-1 or HHP Security at (843) 681-2459.

