

# Facility Usage Agreement

Bluffton Eagles Community Action Committee  
(BECAC)

P.O. Box 3016

Bluffton, SC 29910

Email: [becacommittee@gmail.com](mailto:becacommittee@gmail.com)

Date:

## Sam Bennett Sports Complex

Responsible Person:	
Phone Number:	
Mailing Address:	
Additional Contact Person:	
Phone Number:	

## Agreement

Bluffton Eagles Community Action Committee, acting as rental agent and hereinafter known as the Lesser, agree to rent such facilities and to provide such services listed under item 1, to \_\_\_\_\_ for the purpose of \_\_\_\_\_.

The Renter shall have access to and use of the venue from \_\_\_\_\_ o'clock on \_\_\_\_\_, to \_\_\_\_\_ o'clock on \_\_\_\_\_, for the purpose of hosting the Renter's \_\_\_\_\_ event.

Number of Persons Attending:

### I. Deposits and Rental Fees

To **make a reservation a Deposit of \$200.00** is required and due with this rental agreement. Agreements should be turned in no later than **4 weeks before** the date of the event.

**The Rental Fee is due no later than 2 weeks before the date of the event.**

**Payments are to be made to “Bluffton Eagles Community Action Committee” by two separate checks or money orders, one payment for the deposit and one payment for the rental fee. Cash is acceptable for the rental fee only. If paying the deposit with a money order please do not make it out to us, only your signature is required.**

1. **\$100 damage / clean-up deposit** which will be returned upon closing or the following Tuesday, provided that facility is left in as good a state of repair and condition as existed upon first occupancy with reasonable wear and tear, acts of providence and agreed changes excluded.

2. A \$\_\_\_\_\_ fee for the rental of the facility / park listed above. Please note the rental fees below:

● **Sam Bennett Sports Complex Picnic Area:**

- \$100 (1 - 4 hours).
- \$25 for each additional hour.

● **Sam Bennett Sports Complex Fields Rental Fees:**

- Non Profit Events - \$150 per day
- For Profit Events (ie. festivals, athletic tournaments, events that charge entrance/registration fees, sell items, etc.) - prices vary based on type of event.
- Baseball Field for Practices/Work Out - \$40 for up to (3) hours. \$10 for each additional hour.
- Fees are subject to change without notice.

**II. Conditions and Stipulations**

1. For and in consideration of the sum indicated above, the Lessor will provide the following facilities and services located at each facility where applicable.
  - Restrooms
  - Tables
  - Chairs
2. Facilities rented will not be available to Lessee, or other persons or groups supporting this activity, except during the period specified above.
3. Vehicle parking will be permitted only in designated areas. Parking or movement in other areas without prior approval from Bluffton Eagles Community Action Staff is prohibited.

4. Privilege to erect advertising signs on building grounds prior to the event date must be obtained by the department head.
5. When Lessee engages a caterer for food services, etc., the Lessee shall be responsible for removal and disposal of all trash, garbage, and oyster shells etc., resulting from catering service.
6. When facilities are rented for high school functions or when a group is composed primarily of those under 18 years of age, lessee will provide a minimum of 1 (one) parental chaperone or school official for every 10 (ten) participants or a portion thereof. An approved Security Officer will also be required. Approval must be made by the Chairperson of the Bluffton Eagles Community Action Committee.  
Note - Lessee will be required to submit a chaperone's list with payment.
7. Where facilities are being rented for public events i.e. tournaments, concerts, etc., security officers may be required. This will be at the discretion of the Chairperson of the Bluffton Eagles Community Action Committee. If security is required, there shall be a minimum of 1(one) security officer for every 50 participants / spectators. The Lessee will be responsible for obtaining security for the event.
8. No money shall be collected at the facility for this event unless it is pre-approved by the Bluffton Eagles Community Action Committee.
9. **All activities shall cease no later than 9pm and no persons will be allowed in the facility after 11:59pm without prior approval from the Bluffton Eagles Community Action Committee.**
10. Facilities should be cleaned immediately following the event. **Deposits will not be returned until cleaning is completed in accordance with the cleaning requirements of the Bluffton Eagles Community Action Committee.**
11. Any consumption, distribution, selling or possession of alcoholic beverages is strictly prohibited at all Sam Bennett Sports Complex events and properties and will result in a loss of deposit.
12. Any consumption, distribution, selling or possession of illegal drugs is strictly prohibited at all Sam Bennett Sports Complex events and properties and will result in a loss of deposit.
13. Firearms, knives or other weapons are not allowed at Sam Bennett Sports Complex events and properties and will result in a loss of deposit.
14. Lessee shall not damage, or allow to be damaged, said facilities or any fixture or personal property located therein and, in an event of damage, Lessee shall promptly restore facilities or property to its original state of repair or pay the Lessor for such damages.
15. Lessee shall indemnify and hold harmless the Chairperson, Bluffton Eagles Community Action Committee, its officers, agents, volunteers and employees against any and all loss, damage, and/or liability that may be suffered, caused by, or arising out of, or in any way connected with occupation or use by the Lessee of Sam Bennett Sports

Complex or any part thereafter, or exercise of the rights and privileges herein granted. Lessee agrees hereunder that it shall indemnify and hold Bluffton Eagles Community Action Committee harmless as to any personal injury or property damage which may occur during Lessee’s utilization of the premises and expressly indemnifies and release the Committee, its agents, employees and officials from any liability whatsoever for personal injury, death or property damage during said utilization of the premise. Lessee further agrees that it shall provide the Committee with a copy of a liability insurance policy that includes a minimum of \$1 million coverage for the activities to be conducted on the subject premises.

16. Lessee understands and agrees that should the use of the building and its facilities by Bluffton Eagles Community Action Committee necessary due to natural disaster or emergency during the times mentioned in Section 1 above, the provisions of this contract shall become null and void at the discretion of the Chairperson of the Bluffton Eagles Community Action Committee or his designated representative, and any sums deposited shall be refunded to the Lessee.
17. Note – Damage / Clean-up deposits and additional charges will apply to all groups / agencies.
18. Terms of rental agreement are subject to change without notice.

<b>Lessor: BECAC</b> 134 Buck Island Road, Bluffton South Carolina, 29910	<b>Lessee Printed Name:</b>
<b>BECAC Authorized Signature:</b>	<b>Lessee Signature:</b>
<b>Date:</b>	<b>Date:</b>