



Rental Information and Agreement

The Friends of the Gaston Livery Stable welcome you and your group to the historic Gaston Livery Stable property located at 1315 Richland Avenue East, Aiken, SC 29801.

Requests for the use of the Gaston Livery Stable

- All rentals are scheduled on a first come, first serve basis IF space is available.
- All rental requests must be made with the President of the Friends of the Gaston Livery Stable or the designated representative.
- Please call 803-648-4123 or email aiken33back@aol.com to make an appointment to view the facility.
- Reservations must be made in person at the property located at 1315 Richland Avenue East, Aiken, SC 29801 during a scheduled appointment.
- Requests with less than 30 days' notice will be booked at the discretion of the Board.
- The decision as to whether a proposed use or activity is appropriate to be conducted within any part of the facilities shall be at the sole discretion of the President and/or the Board of Directors.

Civic Groups, Clubs and 501(c)(3) Organizations

- Civic groups, clubs and 501(c)(3) organizations may reserve the Conference Room for weekly or monthly meetings at agreed upon times.
- There is no cost for using the space. However, an annual donation to the Friends of the Gaston Livery Stable would be most appreciated.
- There is no cost for using the facility for a one-time event. All rules must be adhered to.
- If a person books an event in the name of a group or club to receive the special rate, but in fact is booking for a personal function, the Friends of the Gaston Livery Stable reserve the right to charge the person full fees.
- Only the chairs in the Conference Room may be used in the Conference Room and must not be removed from the room. Chairs from the Main Event Room or other sources may not be brought into the Conference Room.

Rental Deposits, Payments, and Insurance

- A \$350 security deposit is assessed on **all** facility rentals. The fee is refundable if after an inspection by staff, the facility is clean, there is no damage and all terms of the rental agreement are followed.
- For reservations made 30 or more days prior to the event, the \$350.00 security deposit must be paid at the time of reservation; the balance will be due no later than fourteen (14) calendar days prior to the event.
- For reservations made less than 30 days prior to the event, all fees are due at the time of booking.
- Payment may be made by check made payable to the Friends of the Gaston Livery Stable.
- Unpaid fees may result in the termination of the agreement without a refund of fees already paid.
- Renter, at its sole cost and expense, shall obtain and maintain a general liability policy of insurance with a carrier duly licensed in the State of South Carolina and with a rating acceptable to the Friends of the Gaston Livery Stable with coverage limits not less than \$1,000,000.00 per occurrence for bodily injuries and property damage. Said policy shall name the Friends of the Gaston Livery Stable as an additional insured and must be in full force and effect for the full term of the event.
- No reservation is confirmed until the rental agreement is signed, appropriate fees and deposits are paid, and proof of insurance is provided. Renter shall not be entitled to use the Gaston Livery Stable if evidence of all insurance required to be obtained by renter is not provided prior to the day of the event.

Rental Areas and Caution

- The Gaston Livery Stable is an historic building – a barn. The floors are UNEVEN throughout the rental areas. It is the renter's responsibility to make sure vendors and guests are aware of the floors' condition.
- The downstairs may be used for the rental. The second floor is **OFF LIMITS**. Other areas of the property may be designated as *off limits* or be available under specific exceptions.
- Food and drink are allowed in designated areas ONLY.
- The outside area around the building may be used if approved. Please see requirements under **Setup** section.
- Subleasing of rental areas is not allowed.

Building Occupancy

- See building diagram for room occupancy.
- Occupancy limits allow space for tables and chairs.
- Violations of occupancy limits will result in forfeiture of part or all of the security deposit.

Rental Hours

- Rental hours **include** the renter's set up and clean up time.
- The facility will not be open before or after the rental times stated on the reservation.
- The event shall not extend beyond the stated time(s) and/or date(s). If the renter fails to cease use of the property by the stated end time, all or part of the security deposit may be forfeited.

Cancellation Policy

- Failure to notify of a cancellation **in writing** at least thirty (30) days prior to the event will result in the loss of all fees paid.
- The security deposit may be refunded.
- Cancellation of events that were scheduled less than 30 days prior to the event will result in the forfeiture of all fees paid.

Setup

- Rentals may include the use of facility tables and/or chairs. Staff will set up tables and chairs belonging to the facility. Other tables and chairs may be brought in by the renter if needed. The renter is responsible for setting up additional chairs/tables; however, staff may assist. Unusual wear and tear on the facility or remaining fixtures due to the use of additional chairs/tables will incur damage fees.
- EXITS may NOT be blocked by any objects. Failure to comply may result in all or part of the security deposit being forfeited.
- The renter is required to complete a setup diagram no later than fourteen (14) days prior to the scheduled event. The renter must provide the diagram to all vendors providing goods/services at the event. Vendors MAY NOT make any changes to the set up without approval. Failure to provide a setup diagram may result in the cancellation of the rental without refunding the rental fees.
- Furniture, carriages, tables, pictures, displays, brochure racks, etc. may **not** be disturbed. There will be a \$150.00 fee if this regulation is not respected plus any additional damage costs. This fee will be deducted from the security deposit. Any additional costs will be billed to the renter.
- **No decorations** may be added to the walls or windows; this includes no taping of paper or other items, use of stickers, usage of Post-It notes, Command Strips, etc.
- If the outside of the facility is approved for usage, a setup diagram and disclosure of the intended usage of the area must be submitted within 14 days of the event **and** approved. Outside areas are subject to the same requirements of building usage (clean up, availability, etc.). Failure to provide a setup diagram and disclosure may result in the cancellation of the rental without refunding the rental fees.
No posters or any other literature may be posted on any walls or windows of the facility or on trees, telephone poles, light poles, vehicles, etc.
- "Realtor type" signs may be embedded in the ground with prior approval of where each sign will be placed and must be removed before leaving at the end of the rental period. The renter shall complete the outside diagram at least 14 days prior to the event and submit for approval.
- Literature/handouts may be distributed or placed in the rented area only.

Damage to Premises and Renter's Responsibility

- The renter will not cause or permit any nails, spikes, anchoring devices, lighting fixtures or communication devices to be driven into or affixed in any manner to the interior or exterior portion of the building/property without consent.
- The renter shall not paint, stain, color or alter any portion of the premises or equipment within and shall not permit anything to be done which might cause damage or change the finish or appearance of the premises including furniture, equipment and furnishings, be it an act of the renter, his employees, agents or guests.
- The Friends shall determine whether any such damage has occurred, the amount of the damage, the cost of repairing or replacing such damage, and whether the damage is of a nature that the renter shall be held responsible. The decision of the Friends shall be final.
- The renter assumes full responsibility for the entire facility, caterer, band, etc., and the responsibilities that apply.
- The renter must understand that unusual wear and tear on the facility or fixtures will incur damage fees.
- The renter is responsible for any damage occurring to the facility, grounds, or carriages. The security deposit may be used to satisfy such damages. Additional charges will be assessed if to satisfy repair costs exceeding the security deposit amount.

Tents and Canopies

- Tents and/or canopies may be erected with prior permission.
- Tents and/or canopies may be erected in the field on only the day of the event and must be taken down by 9:00 a.m. the day following the event, unless otherwise approved.
- The exact location(s) of tent(s) and/or canopy(ies) require prior approval by staff.
- All tents **must** be weighted and staked to ensure the tent remains secure.
- If a tent is moved from the preapproved location without prior approval, the renter will be held liable for any additional damages that may occur from digging, grading, and/or driving support poles or stakes in the ground that damage existing underground services utilities or the lawn.
- Charges for damages will be charged to the renter at cost to make needed repairs inclusive of all materials, equipment, and labor required.

Animals

- Under the Americans with Disabilities Act (ADA), patrons with disabilities can bring their **certified** service animals in all areas of the facility that guests are normally allowed to go.
- If animals are part of a special event or program, permission may be granted for them to be at the facility under special conditions.
- Dogs are permitted on the grounds (**for outdoor events**) under leash control by the owner. Owners must clean up behind their dogs. **Dogs are not permitted inside of the building.**
- Animals must be current on their vaccinations and/or health certificates.
- Dogs must be licensed.
- No horses or other animals may remain at the facility overnight.

Prohibited Items

- Smoking or smokeless tobacco is NOT allowed inside the building or within 10 feet of the building.
- Sterno (except for use with caterer's chafing dishes), candles, sparklers, and fireworks are prohibited. Confetti, rice, glitter or bubbles are not allowed inside the building or in the porte cochere/covered run-through; however, rice and bubbles may be used in the field.
- For environmental reasons, balloon releases are not allowed on the property.
- The use of offensive and inappropriate language is prohibited.
- Illegal activity is strictly prohibited.
- Possession or use of illegal drugs, firearms, knives, or any other weapon is strictly prohibited. Renter agrees not to bring to the Gaston Livery Stable any material, substance, equipment or object that is likely to endanger the life of, or cause bodily injury to, any person or which is likely to constitute a hazard to persons or property.
- Inline skates, skateboards, scooters, roller shoes or any other wheel equipment are prohibited. **
** **EXCEPTIONS: WHEELCHAIRS – MOBILITY SCOOTERS – STROLLERS – HAND TRUCKS**
(Hand trucks may be used only for the purpose of unloading and loading equipment for the event.)
- Inflatables and bounce houses are prohibited.

Vendors

- Renters must provide the first and last name, address, phone number and e-mail address of **ALL** vendors NO LATER THAN 14 days prior to the scheduled rental date.
- Vendors include but are not limited to the following: food and/or wedding cake vendors, caterers, bands, DJs, performers, music providers, photographers, videographers, event planners, florists, chair, table and tent vendors, etc.
- The Friends of the Gaston Livery Stable will require the renter to obtain specific types and amounts of insurance coverage, including liability insurance or security bonds as a condition of use of the facilities. The renter must provide proof of such coverage.
- Failure to provide required information by the deadline will result in the rental being cancelled.
- The renter willingly assumes any and all risks associated with the use of the Gaston Livery Stable, whether known or unknown, foreseeable or unforeseeable, to vendors/independent contractors.

Catering

- It is suggested that any caterer providing services for a function at the Gaston Livery Stable possess a current City of Aiken business license.
- The renter must supply the first and last name of the person with whom arrangements have been made, the name of the company, and the phone number and email address.
- The renter is required to provide caterers with a copy of the requirements for a catered function (see below).
- The Gaston Livery Stable does not have a kitchen or warming kitchen. All food must be prepared prior to arrival. Electric warming plates are allowed on property. Chafing dishes may be used.
- Cooking is NOT allowed in the building.
- Grills, smokers, etc., may be used in the field. The renter must have an up-to-date Kidde Multipurpose Class A, B & C or equal fire extinguisher and it must always be in the cooking area.
- The Friends of the Gaston Livery Stable do not supply/provide plates, utensils, linens, tablecloths, or materials.
- The renter is responsible for all preparation and cleaning of the facility.

Food - The renter is responsible for ensuring that all food preparation complies with ALL SCDHEC requirements.

Alcohol

- Beer and wine may be served at the event to guests of legal drinking age.
- Alcohol **cannot** be sold unless the renter obtains a temporary liquor license/proper alcohol sales license from the State of South Carolina. **Said license must be received by the Board at least one week prior to the event.**
- Removal of cans and bottles are the renter's responsibility. Alcohol permits are the responsibility of the renter. Most caterers will have the type of coverage that is required.
- Bartenders must have and show proof of liability insurance.
- Functions at which alcohol is served may require the renter to hire at their own expense outside security to maintain order. This requirement is solely at the discretion of the Friends of the Gaston Livery Stable.
- Renter is responsible for arranging for the safe transportation of all attendees and guests that leave the Gaston Livery Stable after consumption of alcohol.

Restrooms

- One restroom is located next to the Conference Room.
- The renter **must** provide port-a-lets at events with more than 20 guests.

Noise Ordinance

- Rentals must comply with the City of Aiken's Noise Ordinance to ensure that the noise level will not unreasonably disturb persons not participating in the event.
- Between the hours of 8 a.m. and midnight, no excessive, unnecessary or unusually loud noises (including but not limited to yelling, hooting, whistling, singing, or music are permitted. For purposes hereof, "excessive, unnecessary or unusually loud noises" shall mean any noises which are audible at a distance of five hundred feet (500') or more from its source. Further,

between the hours of midnight and 8 a.m., no noise is permitted which is audible at a distance of fifty feet (50') or more from its source.

- Staff or Public Safety will use their best judgment to determine if your event is exceeding appropriate volume levels to comfortably accommodate all guests within the facility without disturbing our neighbors. Failure to comply with staff requests may result in an immediate end of the event.

Security

- The renter will provide public safety protection if needed as determined by staff.
- This requirement will be at the renter's cost and the renter must contact the City of Aiken Department of Public Safety to arrange for off-duty public safety officers for this purpose, at least thirty (30) days prior to the event.
- A request for public safety officers may be completed on the City's website by going to <https://edoc.cityofaikensc.gov/weblink/0/foi/228189/Row1.aspx>. Select **ADPS Extra Duty Employment Contract**. Download, complete and follow the instructions.
- The renter will provide the documentation from the City of Aiken Department of Public Safety that provides the name(s) of the public safety officer(s) that have been contracted no later than 14 days prior to the event.
- If the renter fails or refuses to furnish the required public safety protection, the event may not be held.

Parking

- Parking for the event will be in designated areas only.
- There is NO parking in the courtyard.
- If parking in the field is not practical due to rain, etc., guests will be directed to other areas.

After the event: clean up

- Food, garbage, trash, or other debris must be removed from all rooms and placed in the trash cans provided. The lids must be closed and fastened.
- Floors must be cleaned. The floors do not have to be damp mopped unless food, beverages, etc. are spilled or mud is present. Get approval from staff before doing any damp-mopping. Staff will make broom/ mop/equipment in the janitorial closet available to renter.
- Bathroom is to be left in a presentable manner.
- The renter is responsible for picking up litter from their event that is scattered over the outside area
- If it is necessary for the Friends of the Gaston Livery Stable to provide staff to take care of any clean up that is the responsibility of the renter, a charge of double the hourly wage of the employees required will be assessed. This fee will be charged to the renter or retained from the security deposit.

Renter's Point of Contact

The renter or renter's designee must act as the point of contact before, during, and after the rental and is responsible for accompanying a designated volunteer on a walk-through of the facility/grounds at the end of the rental period to ensure a proper clean-up. Failure to do so by the renter may result in forfeiture of part or all the security.

Refund of Security Deposit

- The Friends of the Gaston Livery Stable will inspect the facility and equipment after each event.
- Failure to comply with any rule or regulation may result in forfeiture of all or a portion of the security deposit.
- Costs for damages and/or cleaning expenses totaling more than the security deposit will be billed to the renter. Unpaid bills will go to collections.
- Any fees to be returned will be mailed to the renter no later than thirty (30) business days after the rental day.

Staff, Docents & Volunteers

- There will be staff on duty to assist you with any questions you may have.
- **Staff is not allowed to move furniture, serve at events, clean up after events, etc.**

Special Notices

- Renter shall not permit any conduct that constitutes a nuisance to Friends of the Gaston Livery Stable.
- The Friends will not provide storage for high expense items, such as TVs, VCRs, audio equipment, etc. Any other items that the renter wishes to be stored must be requested through the Friends of the Gaston Livery Stable and IF allowed, stored at the risk of the renter. The Friends are not responsible for any damage to or loss of equipment owned or used by the renter.
- The Friends of the Gaston Livery Stable will not be held responsible for any injuries received on the premises.
- The renter willingly assumes any and all risks associated with the use of the Gaston Livery Stable, whether known or unknown, foreseeable or unforeseeable, to renter and the event's attendees and guests.
- Failure by any attendee or guest to comply with all applicable rules and regulations will be cause for eviction. Friends of the Gaston Livery Stable retains the right to evict objectionable persons from the premises.

This Agreement is solely a license and the relationship between the parties created herein shall be construed consistent therewith so that:

- (a) Renter is not and shall not be an agent or representative of Friends of the Gaston Livery Stable.
- (b) Renter shall not have authority to bind or attempt to bind Friends of the Gaston Livery Stable in any manner or form whatsoever with respect to the Gaston Livery Stable or to assume or incur any obligation or responsibility, expressed or implied, for or on behalf of, or in the name of Friends of the Gaston Livery Stable with respect to the Gaston Livery Stable.
- (c) Renter shall not suffer or permit any mechanic's, laborer's, or materialman's liens to stand against the Gaston Livery Stable or improvements, or any part thereof, or against the interest of Renter or Friends of the Gaston Livery Stable in the Gaston Livery Stable by reason of any work, labor, services or materials done for, or supplied to, or claimed to have been done for or supplied to Renter or anyone holding the Gaston Livery Stable or any part thereof through or under Renter.

IT IS THE RENTER'S RESPONSIBILITY TO READ AND ADHERE TO ALL RULES AND ALL REGULATIONS IN THIS DOCUMENT THAT PERTAIN TO THE RENTAL OF THE GASTON LIVERY STABLE. FAILURE BY THE RENTER TO DO SO DOES NOT RELEASE THE RENTER FROM FOLLOWING THE RULES AND REGULATIONS THAT ARE SET FORTH IN THIS DOCUMENT.

RENTAL AGREEMENT

The basic rental fee is \$650.00 for twelve (12) hours. The security deposit is \$350.00. The deposit is due at the time of signing and the balance is due two (2) weeks prior to the event. The rental fee for 501(c)3 organizations for twelve (12) hours is \$500.00. We must have a copy of the non-profit designation. Half day rental is \$350.00.

The fee for two (2) consecutive full days is \$1,250.00. For more than two (2) full days, the additional fee is \$500.00 per consecutive day. The grounds cannot be rented for more than five (5) consecutive days.

This Agreement constitutes the entire Agreement between the parties hereto and shall not be modified except by written instrument signed by both parties. This Agreement shall be construed, interpreted and enforced according to the laws of the State of South Carolina. The officer or representative of the renter executing this Agreement certifies that he/she has been duly authorized to enter into this Agreement on behalf of the Renter and that neither the execution of and delivery of this Agreement, nor the performance or the terms and conditions hereof, will result in a breach of any agreement to which the Renter is party, or of any federal, state or local law, rule or regulation. This agreement is made this

_____ day of _____ 20____ by and between The Friends of the Gaston Livery

Stable and _____ (herein referred to as the Renter).

Function _____ Date _____

Start Time _____ End Time _____ Hours _____ (Includes prep & clean-up)

Renter Contact Information

Name _____ Email _____

Address _____

Home Phone _____ Cell Phone _____

Basic Rental Fee \$650.00 for 12 hours Non-profit 501 (c) 3 rate \$500.00 for 12 hours

Security Deposit \$350.00 (payment in full may be made at signing)

Paid by cash or check \$ _____ Check number _____

Balance due: \$ _____ on ____/____/20____

Signed Agreement _____ Vendor Information _____

Additional information:

By signing the contract, the renter hereby indemnifies and holds harmless, jointly and severally, the Friends of the Gaston Livery Stable, its officers, employees, agents, volunteers and staff members from any losses, claims, damages, settlements, judgments, and liabilities, including without limitation all costs, expenses, and judgments relative thereto, (including court costs and attorney's fees), that may be asserted against or suffered as a result of or in connection with the use of the facilities by the renter and the renter's guests, customers, employees, vendors, subcontractors and invitees.

If for some reason, the Friends of the Gaston Livery Stable must cancel the event because of unforeseen circumstances such as weather, pandemic or damage to the property, fees and/or deposits will be returned in full. The Friends of the Gaston Livery Stable are not responsible for any losses incurred by the renter. The provisions of this agreement with respect to any obligation of renter to pay any sums to Friends of the Gaston Livery Stable, or to perform any act after the expiration or other termination of this agreement, shall survive the expiration or other termination of this agreement.

IN WITNESS THEREOF, the parties have executed this Agreement as of the day and year first above written

Renter's Signature _____

Gaston Representative's Signature _____

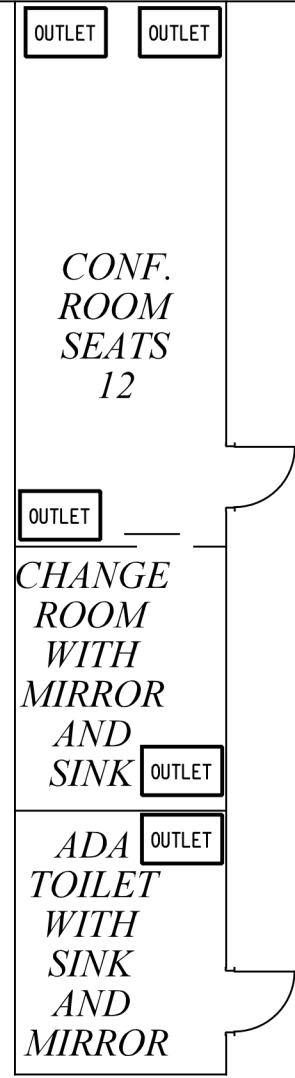
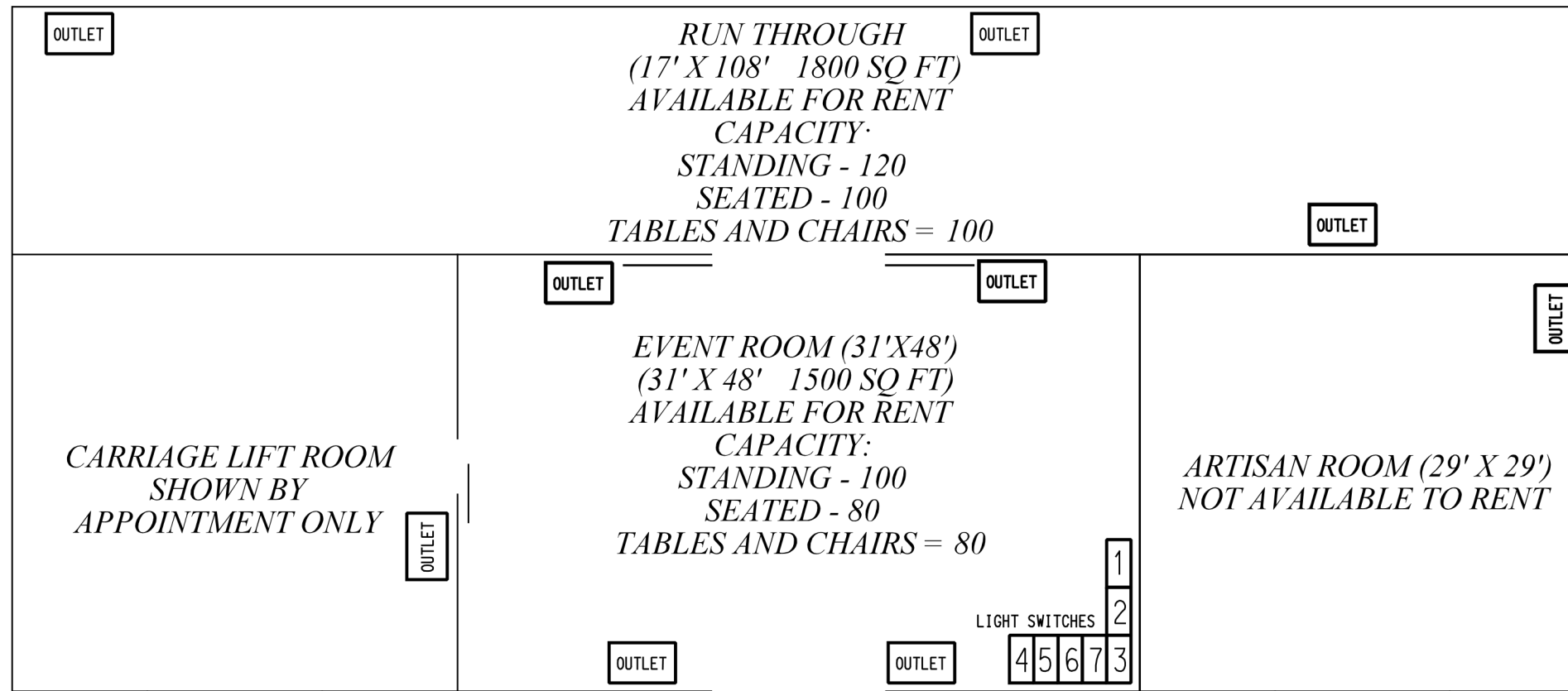
Date _____

Security Deposit returned in the amount of \$ _____ or applied to rental fees.

Date _____

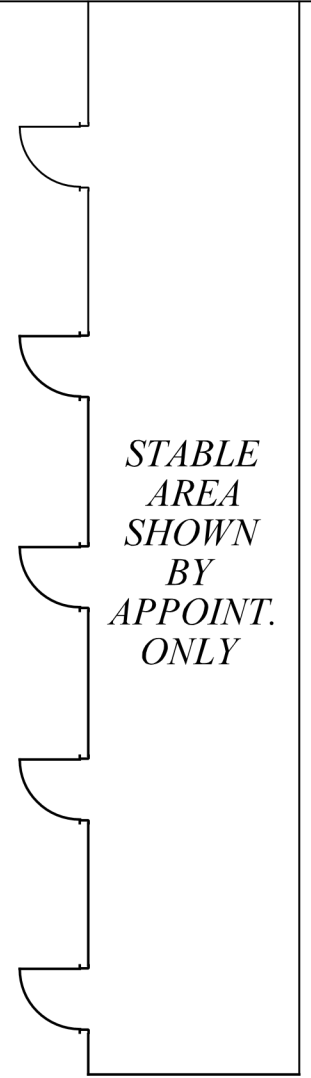
RENTAL AGREEMENT CHECK LIST
Initial and date each item

- _____ Signed Rental Agreement _____
- _____ Paid deposit or Rental Fee _____
- _____ I (we) have read the rental agreement. _____
- _____ I (we) will provide a copy of a general liability policy of insurance with coverage limits not less than \$1,000,000.00 per occurrence for bodily injuries and property damage with the Friends of the Gaston Livery Stable named as an additional insured. _____
- _____ I (we) will provide port-a-lets for more than 20 guests. _____
- _____ I (we) are responsible for any damage occurring to the facility, grounds, or carriages. There will be additional fees and charges to satisfy such damages. _____
- _____ Smoking is NOT allowed inside the building or within 10 feet of the building. _____
- _____ Candles, confetti, rice, glitter or bubbles are not allowed inside the building or in the porte-cochere. _____
- _____ Names of vendors and/or caterers and copies of their liability insurance coverage will be supplied before Event. _____
- _____ I (we) willingly assume any and all risks associated with use of the property whether known or unknown, foreseeable or unforeseeable, to guests, vendors/independent contractors. _____
- _____ Food, garbage, trash, will be placed in the trash cans provided. _____
- _____ I (we) will provide a set-up diagram for the Event. _____
- _____ Illegal drugs, firearms, knives, or other weapons are prohibited. _____
- _____ I (we) and our guests will be respectful of the property. _____
- _____ I (we) agree to abide by all the rules in the agreement. _____
- _____ Signature _____ Date _____



Gaston Livery Stables

LOCATED AT
 1315 RICHLAND AVENUE EAST
 ON 2 ACRES



- 1 RUN THROUGH
 - 2 EVENT
 - 3 STREET LIGHT
 - 4 SPOT LIGHT STABLE
 - 5 SPOT LIGHT CARRIAGE
 - 6 SPOT LIGHT RUN THROUGH
 - 7 SPOT LIGHT ARTISAN
- OUTLET 120 VOLT ELECTRICAL OUTLET



Barn- front left



Courtyard



Event Room



Restroom



Conference Room



Changing Room (adjacent to conference room)

Notes