

Stormwater Studios

413 Pendleton Street, Columbia, SC 29201

www.stormwaterstudios.org

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Columbia Development Corporation

911 Lady Street, Columbia SC 29201

Mailing address: P. O. Box 734, Columbia SC 29202

Exhibition Space Rental and Waiver of Liability Agreement

To start with, here are answers to some basic questions:

Rental fee: \$200 per week for up to two consecutive weeks

Other fees: Refundable \$200 security deposit, due upon acceptance of show proposal. Returned to you at the end of show if all rental conditions are met. (See details in the following agreement.)

To apply: First, refer to the Events calendar on this website to see what dates are currently available. Then complete the application form and acceptance of liability waiver form (below) and submit the security deposit. You may also be asked to submit examples of the kind of work you intend to show. Professional quality, display, and presentation is expected.

THIS AGREEMENT made and entered into and between Columbia Development Corporation/ Stormwater Studios, and the below-named renting party, hereinafter Lessee, hereby covenant and agree to abide by the following provisions:

I. EVENT DESCRIPTION. Upon the terms and conditions contained herein and in consideration of the covenants and agreements expressed herein and of the faithful performance by the Lessee of all such covenants and agreements, Columbia Development Corporation/ Stormwater Studios does hereby grant unto the Lessee the right to use and occupy the Stormwater Studios for the purpose Lessee specifies in our online rental information collection form.

II. RESERVATION, DEPOSIT, and SECURITY DEPOSIT. Columbia Development Corporation / Stormwater Studios shall schedule all events on a first-come, first served basis. Stormwater Studios shall tentatively schedule any requested event and shall attempt to notify the Lessee if another party requests such date before the reservation is confirmed. Upon signed return of this contract and a deposit of \$200, a reservation will be confirmed. The security deposit should be sent to the Columbia Development Corp., Box 734, Columbia, SC 29202. **Your rental request cannot be processed until you return this rental and waiver of liability agreement and submit your security deposit of \$200.**

III. RENTAL FEES, CANCELLATIONS, and REFUNDS.

Your rental fee is due no later than the 1st of the month preceding the month of your show. Payment should be made to Columbia Development Corporation, PO Box 734, Columbia SC 29202.

Cancellations and/or changes made to the contract must be submitted in writing to the Columbia Development Corporation. No oral changes will be valid. If an event should be canceled more than thirty (30) days before the set-up date of the event, a refund equal to one hundred (100%) of the deposit shall be made. If an event should be canceled 2 to 4 weeks before the set-up date, a refund equal to seventy-five (75%) of the deposit shall be made. If an event should be canceled 8-13 days before the first date of the event, a refund equal to fifty (50%) of the deposit shall be made. If an event should be canceled 7 or fewer days out, no refund of the deposit shall be made.

IV. LIABILITY INSURANCE. If, in the determination of Columbia Development Corporation / Storm Studios, liability insurance is required (in most cases it is not), a policy satisfactory to Columbia Development Corporation shall be a prerequisite to use of the leased premises. A copy of this policy shall be provided to the facility owner Columbia Development

Corporation no less than one month before the first day of the event. For events scheduled less than one month before the first day of the event, proof of insurance shall be a prerequisite to the taking of a reservation. The policy shall be procured from an insurance company licensed to do business in the state of South Carolina [either at lessee's discretion, from list provided by the Corporation, or exclusive provider] and shall in no case be for amounts less than \$1,000,000 and shall provide Columbia Development Corporation as an additional insured or co-insured party.

V. ALCOHOL. Any event during which a lessee wishes to serve, distribute, consume or possess alcoholic beverages and charge customers for consumption must be through a licensed caterer permitted by accordance with local ordinance & State law. Alcohol can be served at no cost by the Lessee, but express permission is required from CDC/Stormwater Studios to do so. If alcohol is provided at no cost the Lessee is solely responsible for any and all liability that may arise.

VI. EVENT FEES and PAYMENT. Rental fees shall consist of space rental and any other fees that arise from additional items or services required or requested. Full payment of all fees must be received no later than the 1st of the month preceding the month of the set-up date of the event. Rules for use of the gallery space are more specifically outlined in the [Stormwater Studios Exhibition Guidelines](#) attached herein. [CLICK HERE TO DOWNLOAD](#). Lessee Acknowledges receipt of the Guidelines.
_____ Lessee initial here.

VII. OTHER CONDITIONS. The Lessee further covenants and agrees to abide by all rules, regulations, rates, policies, conditions, and limitations of Columbia Development Corporation/Stormwater Studios separately provided to the Lessee if applicable.

VIII. UTILITIES. Columbia Development Corporation/Stormwater Studios shall furnish, at its expense, heat, water, lights and air conditioning necessary for the Lessee's use during the term of this contract deemed necessary by the owner. Columbia Development Corporation / Stormwater Studios shall not be held responsible for any loss or damage resulting from any lack of heat, water, lights or air conditioning due to an act of God, acts by the Lessee or its guests or the failure of equipment to operate or

function properly through no fault of Columbia Development Corporation, Stormwater Studios or its agents.

IX. UNAVAILABILITY OF PREMISES. In any case in which the premises of Columbia Development Corporation /Stormwater Studios or any premises covered by this agreement are damaged by fire, flood or other cause, or if any other casualty or unforeseen occurrence shall render the fulfillment of this contract by Columbia Development Corporation / Stormwater Studios impossible, then the term of this contract shall end and the Lessee shall be liable only for fees up to the time of such termination. The Lessee hereby waives and releases any claim for damages or compensation on account of such termination.

X. RELEASE OF LIABILITY: The Lessee agrees to save and hold harmless CDC/Stormwater Studios of and from any and all expenses, damages, claims, demands or liability by or to the public, employees or guests of the Lessee and all others on account of or occasioned by the negligent installation, construction, repair, alteration, maintenance or operation of any structure, device, machine, enclosure, amusement, entertainment or commodity or by any activity pertaining to this lease, or by any act or omission, negligent or otherwise of Lessee or its patrons when on or about to enter or exit the premises herein leased to Lessee.

XI. ASSIGNABILITY. The Lessee's rights under this lease shall not be assigned without prior written approval of the Executive Director of Columbia Development Corporation.

XII. COLLATERAL CONTRACTS. The Lessee shall be responsible for all other contracts, obligations, and expenditures made in connection with its use of the leased premises. By way of illustration and not limitation, these contracts may include entertainment, catering, fees, and licenses, insurance, special furnishings or decoration, staffing, etc.

XIII. PERMITS, LICENSES, and PERMISSION. The Lessee shall be responsible for the procurement and expenses of all licenses, permits and union and trade organization clearances required for use of the leased

premises for the purpose stated. The Lessee shall also be responsible for obtaining permission of the Columbia Development Corporation Executive Director for all events that are different from the original intended event.

XIV. RENTAL RATES. The Lessee agrees to pay the rental rates and charges listed herein in exchange for the use of the leased premises and any provided services. The rental rates include basic electricity (110 volt), basic utilities such as water, restroom use, use of chairs, tables, and lighting.

XV. PARKING. You are responsible for informing your guests and/or attendees of any parking regulations and enforcing said regulations as stated by the City of Columbia SC. Please do not block driveways and be respectful of our neighbors.

XVI. CHECK OUT AND CLEANING GUIDELINES. You are responsible for your own set up and clean up. If additional cleaning is required or if premises are damaged by your usage, additional charges may be assessed.

Waste: Reduce and recycle your garbage whenever possible. We prefer that you not use Styrofoam cups. The city's green bins for garbage and blue bins for recyclable items are located outside, on the east side of the building. Please dispose of your waste in these bins before you leave.

Furniture: Please return furniture to the location where it was stored prior to the event.

Food: If food is served, please wipe down all tables and chairs as necessary and sweep the area clean.

Cleanliness: If the floors have visible debris on them, please sweep and dust floors prior to leaving.

Please check the bathrooms for cleanliness and leave in the same condition in which it was left to you.

Energy reduction: Turn off all gallery lights when done with the space except for the lights above serving area.

Security: Close and lock all doors as instructed. Return key to Columbia Development Corporation /Stormwater Studios staff within 3 business days. Failure to return key (if issued) will result in accruing fines. Lost key charge is \$50.

The Lessee, by agreeing to this Lease Agreement, agrees that it has read, understood, and assented to all the provisions previously recited as well as any other rules, regulations or policies separately provided. The Lessee also understands that violation of any of the previous provisions is subject to default of the Lease Agreement, fines, suspension from the facility and/or prosecution.