



# Indigo Hall & Pavilion Rental Agreement Rev: April 2025

This Rental Agreement (“Agreement”) is made between the **Indigo Run Community Owners Association (IRCOA)** (“Association”) and the undersigned **Property Owner/Resident** (“Renter”). The Agreement governs the Renter’s temporary use of **Indigo Hall** and/or the adjacent **Pavilion** located in Indigo Run, under the terms and conditions below. By signing this Agreement, the Renter agrees to comply with all terms herein, **including all attached documents incorporated by reference** (listed in Section 11). This Agreement replaces all prior drafts and is effective upon execution by the Renter and notarization of the Renter’s signature.

## 1. Event and Renter Information

- **Renter (Name):** \_\_\_\_\_
- **Indigo Run Property Address:** \_\_\_\_\_
- **Phone/Email:** \_\_\_\_\_
- **Event Date & Time:** \_\_\_\_\_ (Indigo Hall facilities are available between 8:00 AM and 12:00 Midnight)
- **Facility Reserved:** ☐ Indigo Hall (indoor) ☐ Pavilion (outdoor) ☐ **Both** Hall & Pavilion
- **Type of Event/Purpose:** \_\_\_\_\_
- **Expected Number of Attendees:** \_\_\_\_\_ (*Maximum occupancy guidelines in Section 6 must be observed*)
- **Will alcohol be served?** ☐ No ☐ Yes (If yes, see Section 6e for additional requirements)

## 2. Rental Fees and Security Deposit

**a. Rental Rates:** The rental fee for use of Indigo Hall and/or the Pavilion is as follows (subject to change by IRCOA and to be confirmed at time of reservation):

- *Indigo Hall & Pavilion (Combined):* \$1,000 per event (base rate)
- *Indigo Hall Only(inside):* \$700.00 per event
- *Pavilion Only (outside):* \$300.00 per event

*Note:* Rental fees cover **use of the space only** (see Section 3 for inclusions/exclusions). ***If the event is for a wedding, add a \$250.00 surcharge to the above rates.*** These rates are subject to review and adjustment by IRCOA.

**b. Security Deposit:** A refundable security deposit in the amount required by IRCOA is due at the time of booking to hold the reservation date. This deposit is separate from the rental fee (see chart below). The deposit will be **refunded** to the Renter within approximately **20 business days** after the event, **provided that all conditions are met:** no damage or loss to the facilities, no rule violations or excessive cleaning required, and timely return of any keys. IRCOA will inspect the

Hall and Pavilion after the event. Any damage, loss, or extra cleaning costs will be documented and **deducted from the deposit**, and the Renter will be **billed for any amounts exceeding the deposit**. If all post-event conditions are satisfied, the full deposit will be returned to the Renter. (The Renter may be required to provide a credit card on file or additional payment to cover any unforeseen charges beyond the deposit.)

| Number of Guests | Deposit Required |
|------------------|------------------|
| 1-25             | \$300            |
| 26-75            | \$500            |
| 76-150           | \$800            |
| 151-225          | \$1200           |
| 226-300          | \$1,600          |

**c. Payment of Rental Fee:** The rental fee (and any optional fees – see Section 2d) must be paid in full **no later than 40 business days prior** to the event date. If the reservation is made fewer than 40 business days before the event, the full rental fee is due at the time of the reservation (along with the security deposit). All payments must be made by the **Indigo Run property owner or resident listed as the Renter**.

**d. Additional Fees:** The following additional services or items may be necessary as set by IRCOA (to be confirmed at booking):

- **IRCOA Security Personnel:** If IRCOA, in its discretion, determines that security or law enforcement officers must be present for the event (e.g. for traffic control or safety), an additional fee of approximately ***\$60 per hour per officer*** will be charged (this is subject to review by the General Manager and could involve overtime). The number of officers and hours required will be determined by the IRCOA General Manager and Chief of Security based on event details and may change based on any response necessary during the event.
- **Extended Hours Surcharge:** Standard facility access is from 8 AM to 12 Midnight. If the Renter requires access to the facility outside of these hours (either early setup or late breakdown), an additional surcharge of \$ \_\_\_\_\_ may be applied **per hour** or portion thereof. Such extended access must be approved in advance by IRCOA.
- **Outdoor Pavilion Weather Curtains:** If the Renter requests use of the drop-down weather curtains for the Pavilion (to enclose the space due to weather conditions), a fee of approximately **\$300** will be charged for this service. Advance notice of at least 5 days is required for this option.
- **Event Setup Assistance:** If the Renter requests IRCOA staff assistance with setup of furniture or equipment (beyond providing access to the facility), and if such service is available, it may be arranged at a rate of ***\$500*** approximately ***\$75 per hour per person***

*utilized.* (Note: IRCOA staff does **not** normally provide event setup or coordination—see Section 4a. This service is only for pre-arranged special assistance such as heavy furniture moving.)

*All optional fees must be agreed upon and paid with the rental fee.* IRCOA **requires at least 5 business days' notice** for adding any optional services not initially requested at the time of reservation; requests made within 5 days of the event may not be accommodated or may incur **double the standard cost.**

### 3. Rental Inclusions and Exclusions

**a. Facility Use Only:** The base rental fee **covers use of the facility space only** – namely, the indoor Indigo Hall banquet/meeting room and/or the outdoor Pavilion and immediately adjacent patio/grass area. Use of the **kitchen area and its installed appliances** (refrigerator, oven, microwave, fireplace, etc.) is included, as well as use of any installed audio-visual system or sound equipment **if available** (the Renter should confirm availability and functionality of such equipment in advance). **No other furnishings, supplies, or services are included** in the rental fee. The Renter will obtain the building key from Security on the event date (see Section 6d for key handling).

**b. Tables, Chairs, and Equipment:** IRCOA **does not provide** movable furniture (such as banquet tables, folding chairs, linens) or any event-specific equipment as part of the rental. The **Renter is responsible** for arranging any needed tables, chairs, or other equipment **at their own expense** through an outside rental vendor. *(For planning purposes, typical local rental costs are approximately \$2.50 per chair and \$12.00 per table (seating ~8), but actual prices vary by vendor.)* The Renter must ensure that any rented furniture/equipment is delivered **within the reserved rental period** (or with prior arrangement for access – see Section 2d for possible early access fees) and picked up **promptly after the event. IRCOA staff will not accept deliveries on behalf of the Renter**, and IRCOA assumes no responsibility for loss or damage to any rental items. All rented items and any personal equipment must be removed by the end of the reservation period unless other arrangements are approved in writing by IRCOA.

**c. Setup and Takedown:** IRCOA staff **do not perform event setup or takedown** for private rentals. All setup and takedown of tables, chairs, decorations, and equipment are the **sole responsibility of the Renter**. The Renter may arrange for an outside vendor or crew to handle setup/cleanup at their own cost, but all activity (including vendor access) must occur within the reserved timeframe. The facility **must be returned to its original condition** by the end of the rental period. This includes removing all decorations, returning any moved furniture to its original placement, and completing all cleaning tasks per the attached checklist (see Section 7). If the Renter fails to properly clean the facility or remove all items by the end of the reservation, **additional fees may be assessed** and/or the **security deposit may be forfeited** (in whole or in part).

**d. Decorations:** The Renter may decorate the space for their event; however, **no decorations may be affixed to the walls, ceilings, windows, or fixtures** of Indigo Hall or the Pavilion in any manner that could cause damage. This means **no nails, tacks, staples, or adhesive tape** on painted surfaces or trim. Painters' tape that leaves no residue may be used with caution for lightweight decor, but must be removed completely. The Renter **must not remove or disturb any existing décor, fixtures or furniture** in the Hall (e.g., artwork, bulletin boards, curtains) or Pavilion. All decorations and any fasteners or materials used must be **completely removed** at takedown. Balloons or other floating decorations must be secured and removed (loose balloons can trigger alarms). The use of open flames (candles, lanterns, fire shows) is **prohibited**, except small birthday candles on cakes or Sterno cans for chafing dishes (which must be attended at all times). *No confetti, glitter, or similar small-particle decorations* are allowed, as they are difficult to clean. Any cost to repair damage or extra cleaning caused by decorations will be deducted from the deposit. *Any furniture brought to the facility must be approved in advance by the IRCOA.*

## 4. Event Planning and Vendor Policies

**a. No Event Planning Services by IRCOA:** IRCOA staff will **provide access to the facility** and a basic orientation to the amenities (lighting, HVAC, kitchen appliances, etc.) prior to the event. However, IRCOA and its staff **do not** provide event planning, coordinating, or day-of management services for private events. The Renter is fully **responsible for planning and managing all aspects of the event**, including scheduling deliveries, setup of the space, decorations, catering, entertainment, and ensuring all rules in this Agreement are followed by vendors and attendees.

**b. Approved Vendor Requirements:** If the Renter engages **third-party vendors or contractors** (e.g. caterers, event planners, rental companies, entertainers, etc.), those vendors **should be selected from IRCOA's approved vendor list**. A list of pre-approved vendors (vendors who have previously met insurance and performance standards in the community) is available from the IRCOA management office upon request. Using an approved vendor helps ensure familiarity with Indigo Run procedures and requirements.

**c. Outside Vendors (Not Pre-Approved):** If the Renter wishes to use a vendor **not on the IRCOA approved list**, the Renter **must obtain advance written approval** from the IRCOA General Manager for that vendor. To be considered for approval, the Renter must provide the vendor's credentials and information to IRCOA **well in advance of the event**, including proof of any required licenses, **references**, and a valid **certificate of liability insurance**. The vendor's insurance policy must name **Indigo Run Community Owners Association (IRCOA)** as an **additional insured** for the date(s) of the event. IRCOA reserves the right to **reject any vendor** that does not meet community standards or requirements. *(Note: All vendors must adhere to Indigo Run security procedures for gate access. The Renter should arrange with IRCOA Security to allow vendor entry on the event date.)*

**d. Renter's Liability for Vendors:** The Renter is responsible for ensuring that **all vendors comply with the terms of this Agreement and all attached policies**. The Renter assumes liability for any damage or rule violation caused by vendors, just as for attendees. It is recommended that the Renter communicate all relevant rules (e.g. setup timeline, cleanup requirements, no parking on grass, noise limits, etc.) to their vendors ahead of time. IRCOA may, at its discretion, require certain events to obtain a **one-day event insurance policy** (special event insurance) if the event is particularly large or poses elevated risk. If such insurance is required, the Renter must provide proof of the policy naming IRCOA as additional insured at least 10 days prior to the event.

## 5. Reservations and Cancellation Policy

**a. Reservation Process:** All facility use must be **reserved through the IRCOA Management Office**. Reservations are accepted on a **first-come, first-served basis** for Indigo Run members (property owners/residents) in good standing. To reserve Indigo Hall and/or the Pavilion, the Renter must: (1) submit a completed Indigo Hall reservation request/application form, (2) sign this Rental Agreement, and (3) pay the required security deposit (see Section 2b). **Tentative holds** on dates will not be honored without the signed Agreement and deposit. The reservation is confirmed only when IRCOA has received the signed Agreement and deposit, and has approved the event. Rental fees must then be paid according to Section 2c to maintain the reservation. IRCOA will provide the Renter with a countersigned copy of this Agreement or written confirmation once approved (no separate IRCOA signature is required for validity, as noted in Section 11).

**b. Cancellation by Renter & Refunds:** If the Renter needs to cancel the reservation, the Renter must notify IRCOA **in writing** (e.g. email or letter) as soon as possible. Refunds of fees will be handled as follows:

- **Cancellation 30 or more days before the event date:** IRCOA will refund **100% of the rental fee** (if already paid) **and** the full security deposit.
- **Cancellation between 7 and 29 days before the event:** IRCOA will refund **50% of the rental fee** (if the rental fee was paid in advance) and will return the full security deposit. The remaining 50% of the rental fee is forfeited as a late cancellation charge.
- **Cancellation less than 7 days before the event:** The **full rental fee is forfeited** (no refund on the rental fee). The security deposit will be returned.

If the Renter has not yet paid the rental fee at the time of a late cancellation, IRCOA reserves the right to retain all or a portion of the security deposit in lieu of the forfeited rental fee (up to the amount of the agreed rental fee). IRCOA may consider exceptions to the above refund policy in cases of **emergency or extraordinary circumstances** beyond the Renter's control, but any such exception must be approved by the IRCOA General Manager on a case-by-case basis.

**c. Cancellation by IRCOA:** IRCOA reserves the right to cancel a reservation due to emergency conditions, dangerous weather, facility damage, or any other cause that makes the facility

unusable or unsafe. In such case, the Renter will receive a **full refund of all fees and deposits** paid. IRCOA will endeavor to give as much advance notice as possible and, if feasible, may offer to reschedule the event. IRCOA also reserves the right to cancel or terminate the event *during the event* if there are serious violations of this Agreement or if safety is at risk (see Section 9b on enforcement), in which case the Renter shall not be entitled to any refund.

**d. Change of Event Purpose or Details:** This Agreement is based on the purpose, type, and details of the event as described by the Renter in the reservation form and above (Section 1). **Any material change in the nature of the event** (for example, a different type of function than originally stated, or a significantly higher number of attendees than planned) **requires prior written approval from IRCOA** and may require entering into a new Agreement. If the Renter fails to disclose changes or proceeds with an event that differs substantially from what was approved, IRCOA reserves the right to cancel the event (or shut it down if already in progress) and **the security deposit will be forfeited**. No refunds of fees will be given in such scenario.

## 6. Facility Use Policies and Restrictions

The Renter and all event attendees/vendors must adhere to the following use policies at all times:

**a. Eligible Use and Access:** Indigo Hall and the Pavilion are amenities for the benefit of Indigo Run Owners. **Only Indigo Run property owners or residents in good standing may rent** these facilities, and the Renter (or their Indigo Run member sponsor) **must be present for the entire duration** of the event. The facilities are to be used **for private social, recreational, or community events**. They **may not be used for commercial business functions, for-profit activities, or events open to the general public** (unless specifically sponsored or approved in writing by IRCOA – see Section 6f on prohibited uses). **Hours of use** are limited to **8:00 AM through 12:00 Midnight** daily, including setup and cleanup time. Occupying the facilities outside of these hours without prior approval may result in forfeiture of the deposit (see Section 6e for noise curfew related to music).

**b. Maximum Occupancy and Fire Code:** For safety and comfort, the Renter must ensure that attendance does not exceed the following approximate capacity limits: **Indigo Hall (indoor) – 144 persons** (seated event) and **Pavilion area – additional 150+ persons**. In general, combined indoor/outdoor events should not significantly exceed **300 persons total** at any given time. IRCOA staff will advise if a specific lower capacity applies based on the event setup (e.g. a large seated banquet may reduce safe capacity). All **fire code regulations** must be followed: exits, aisles, and walkways must remain **unobstructed** at all times. The Renter should not allow more people into the event than the space can safely accommodate. IRCOA (management, security, or local fire officials) has the authority to require a reduction in occupancy or adjustment in setup if safety limits are exceeded.

**c. Guest List and Security:** For events that will have non-Indigo Run attendees (guests who are not residents of Indigo Run), the Renter must provide a **guest list** in advance to IRCOA Security. **At least 3 days prior** to the event, the Renter shall submit a list of expected attendees (names of

individuals or an approximate count) to the main gate Security Office, to facilitate community access. All attendees must enter through the security gate as per normal Indigo Run procedures. The Renter is responsible for the conduct of their guests and ensuring uninvited or unknown individuals do not enter the event. If IRCOA Security determines that an event requires on-site security staffing (for traffic, parking, or safety), the Renter will be notified in advance and the **optional Security Personnel fee** in Section 2d may be applied.

**d. Keys and Access:** The Renter (or their designated Indigo Run member) must pick up the facility key **from the Indigo Run Security Gate House** on the day of the event (or the last business day before, if after hours) and **log the key out**. The Renter is responsible for **securing the facility during and after the event**. The facility must be fully secured (all doors and windows locked, lights and fans turned off, fireplace or other gas off, as directed) at the end of the event. The key **must be returned to the Security Office by midnight on the day of the event** (unless late breakdown arrangements have been approved and a surcharge paid per Section 2d). **If the key is lost or not returned promptly**, the Renter will be charged for all costs associated with re-keying the building and replacing keys, in addition to potential forfeiture of the deposit for rule violation.

**e. Noise and Music:** Indigo Run is a residential community, and all events must be mindful of noise levels. **Outdoor music** or amplified sound at the Pavilion or outside Indigo Hall is **permitted only until 10:00 PM** on Sunday through Thursday nights, and until **11:00 PM** on Fridays, Saturdays, and nights preceding a public holiday. After these times, **all music or loud noise must cease outdoors**. Indoor events should also conclude by midnight and be kept at a reasonable volume so as not to disturb neighbors. At all times, the Renter must ensure that sound (music, microphones, etc.) is kept to a reasonable level. IRCOA reserves the right to require volume reduction if noise complaints arise. *No DJs or live bands are allowed outdoors beyond the time limits above.* All local noise ordinances apply.

**f. Smoking:** **Smoking is strictly prohibited inside** Indigo Hall and **within** the Pavilion structure. If guests wish to smoke, they may do so **only at the front exterior of the building** in the designated area where appropriate receptacles are provided for cigarette/cigar waste. The Renter is responsible for ensuring cigarette butts or other debris are properly disposed of and not left on the grounds. **No smoking** is allowed on patios, the Pavilion floor, or anywhere that smoke could enter the building. This includes the use of e-cigarettes or vaping devices – they are likewise not permitted indoors or in the Pavilion.

**g. Alcohol Use:** If alcoholic beverages will be present, the Renter **must comply with all South Carolina state laws** regarding alcohol. **No one under 21** may be served or allowed to consume alcohol under any circumstances. If alcohol will be **sold, served for a fee, or included in an event ticket price**, the Renter **must obtain any required permits** (e.g. a Temporary Beer/Wine License or Alcohol License from the SC Department of Revenue) **prior to the event**. South Carolina law generally requires a special permit for serving alcohol to the public or where any form of compensation is involved. If the event will have **51 or more attendees** and alcohol is being served (even if not sold), IRCOA strongly recommends the Renter obtain host liquor liability coverage or a special event insurance policy. **If alcohol is being sold or provided in**

**exchange for any form of payment and 51+ attendees are expected**, the Renter **must obtain a Temporary Beer/Wine Permit** (allow 4–6 weeks for processing by the state) and provide a copy of this permit to the IRCOA office before the event. IRCOA staff will keep it on file and the permit must be **displayed at the event**. The Renter assumes all liability for the distribution of alcohol and any consequences thereof. Security or bartending staff should monitor that no minors or obviously intoxicated persons consume alcohol. IRCOA reserves the right to terminate the event if alcohol use becomes unsafe or violates laws.

**h. Prohibited Uses:** The Indigo Hall and Pavilion **may NOT be used** for certain types of events without special permission:

- **Commercial or For-Profit Activities:** Events primarily intended for commercial gain (such as seminars selling products, classes with paid tuition, or sales presentations) are **prohibited** unless specifically sponsored or approved in writing by IRCOA. The facilities cannot be rented for business operations or any activity where the general public is invited for profit-making purposes.
- **Public or Open-Invite Events:** No form of public advertising (newspaper, radio, social media, etc.) may be used to invite the general public to an event at Indigo Hall. Events must be private for the Renter's invited guests or the Indigo Run community. **Ticketed events** open to people outside Indigo Run are not allowed unless expressly approved by IRCOA on a case-by-case basis (and may require additional insurance or security).
- **Political Events:** Partisan political gatherings (e.g. campaign rallies, fundraisers, individual candidates running for office) are **not permitted** *unless* they have received prior approval from the IRCOA General Manager **and** are structured to be **open to all candidates** or viewpoints (non-exclusive). Any approved political forum must be open to all Indigo Run residents and comply with the Code of Conduct (attached) and meet the IRCOA 501(C) (3) requirements.
- **Religious Services/Classes:** The facilities may not be used to host ongoing religious worship services or classes. (One-time private ceremonies such as weddings or memorial services are allowed for residents under the standard rental terms.)
- **Hazardous Activities:** No activity is allowed that would violate local laws or pose a hazard to persons or property. No fireworks, pyrotechnics, or use of flammable liquids are permitted on site. No illegal substances may be brought onto the premises.
- **Animals:** No animals are allowed inside Indigo Hall (except service animals) without prior permission.

IRCOA reserves the right to deny use of the facilities for any event it deems inappropriate or not in keeping with community standards or the IRCOA governing documents.

**i. Parking and Community Rules:** All guests and vendors must **park in designated parking areas**. Parking is available adjacent to Indigo Hall; vehicles **must not block driveways or fire lanes**, and parking on grass or landscaped areas is not permitted. If overflow parking is necessary, IRCOA will provide guidance on where vehicles can be directed. The Renter and attendees must **comply with all Indigo Run community rules** during the event (e.g., traffic regulations, noise ordinances as noted, etc.). The Renter shall ensure that guests **do not trespass**



onto neighboring property. Children must be supervised at all times, especially if using outdoor areas.

**j. Youth Supervision:** Events that include attendees under the age of 21 **must be supervised by adults at all times**. The Renter (and any other sponsoring adult property owners) must be present throughout the event. If minors are present, the Renter will take responsibility for their conduct and safety. **At no time may minors be left unattended** in Indigo Hall or the Pavilion. IRCOA recommends a ratio of adult chaperones to minors appropriate for the age group to ensure proper oversight.

## 7. Cleaning and Post-Event Procedures

**a. Cleaning Responsibilities:** The Renter is required to leave Indigo Hall and the Pavilion **in a clean and orderly condition** suitable for the next user. At the conclusion of the event (or during cleanup), the Renter **must complete all items on the official Cleaning Checklist** (see the attached “**Cleaning Checklist and Operational Rules – Revised July 18, 2024**”). Key cleaning tasks include, but are not limited to:

- Removing all decorations, personal items, and any rental equipment from the facility.
- Collecting and bagging all trash generated by the event (trash bags must be tied/secured). **Trash bags should be placed in the large trash bin** located in the kitchen corner or designated storage area. New liners should be placed in the receptacles if available.
- Wiping clean all kitchen surfaces and appliances used (counters, sinks, etc.). **No food or beverages** may be left behind in the refrigerator, ovens, or elsewhere.
- Cleaning any spills or messes on the carpet and flooring. The carpeted areas should be vacuumed if any debris or dirt has been brought in. Hard floors (kitchen, bathrooms) should be swept and spot-mopped as needed so they are left clean.
- Checking restrooms: countertops wiped, toilets flushed and clean, and all trash removed from bathrooms.
- Ensuring that all furniture is returned to its **original placement** (including any lobby or vestibule furniture if it was moved). This includes pushing chairs back to tables or against walls as found, and returning any indoor or outdoor tables to their original positions. **Curtains or window treatments should not be removed or re-arranged** (leave them as they were).
- Turning off all lights **except** those labeled “Night Light” in the hall and foyer (those should remain on). Ensure thermostats are set to the instructed setting (if applicable) and all appliances are turned off.
- Locking all doors and windows securely.

After completing cleanup, the Renter (or representative) must **return the key to Security** (Gate House) **immediately after the event** (by midnight unless other arrangements were made). The Renter should also submit the signed Cleaning Checklist to the IRCOA office (or leave it with Security with the key) to certify that all tasks were done. IRCOA staff will inspect the facility using the same checklist.

**b. Trash Disposal:** All garbage must be placed in sturdy bags and moved to the appropriate bin as noted above. If the event produces more trash than the onsite bin can hold, the Renter should leave the tied bags in the kitchen corner or storage area (off the floor if possible). For large events, the Renter should coordinate with IRCOA in advance for additional trash bins or removal arrangements. **Do not leave loose trash** anywhere in or around the building. If using the Pavilion/grounds, ensure all outdoor trash (bottles, cups, etc.) is picked up.

**c. Failure to Clean:** Proper cleanup is **a condition of refund** of the security deposit. Failure to fulfill the cleaning requirements, return furniture to original placement, or return the key will result in **charges to the Renter and/or forfeiture of all or part of the security deposit**. The Cleaning Checklist includes a certification to be signed by the Renter. By signing, the Renter agrees that if IRCOA staff find any checklist items not completed, IRCOA may perform the cleaning or repairs needed and deduct the cost from the deposit (and bill the Renter for any costs in excess of the deposit).

## 8. Code of Conduct and Participant Behavior

All event participants, attendees, and the Renter must abide by the **Code of Conduct for Indigo Hall Event Participants and Attendees** (attached to this Agreement). This Code of Conduct sets expectations for respectful, civil behavior while at Indigo Hall or the Pavilion. Key points include: maintaining civility and respectful discourse, no profanity or disruptive behavior, and compliance with the directives of event organizers or IRCOA staff/security in maintaining order. **Improper conduct by any attendee (such as profanity, harassment, physical aggression, or willful violation of rules)** will result in that person being asked to leave the premises immediately. The Renter, as host, is expected to support enforcement of the Code of Conduct among guests. Serious or repeated violations may result in the event being shut down early at IRCOA's discretion. Any damage to the facility or its contents caused by attendees will be the financial responsibility of the Renter (deducted from deposit or billed as necessary). By signing this Agreement, the Renter acknowledges receipt of the Code of Conduct and agrees to inform their attendees of its requirements as needed.

## 9. Indemnification and Liability

**a. Assumption of Risk:** The Renter understands that they are fully responsible for the safety and conduct of their event. The Renter assumes **all risks and responsibility** for any injuries to persons or damage to property that may occur in connection with or as a result of the event, whether such injury or damage is suffered by the Renter, their family, guests, invitees, or vendors. This includes any injuries or damages that occur in or around Indigo Hall, the Pavilion, or associated areas during the Renter's use.

**b. Release and Indemnification:** The Renter hereby **releases IRCOA, its Board of Directors, officers, employees, agents, and members** from any and all liability for any loss, damage, injury or death that may be sustained by the Renter or any of the Renter's guests or participants, **in connection with the use of Indigo Hall or the Pavilion**. Furthermore, the Renter **agrees to**

**indemnify and hold harmless IRCOA** and its directors, officers, employees, and agents from and against any and all claims, actions, damages, liabilities and expenses (including reasonable attorneys' fees) arising out of or related to the Renter's use of the facilities under this Agreement. This indemnification includes, but is not limited to, any claims for personal injury, property damage, or loss (including theft of property) arising from the event, as well as any claims arising from the service or consumption of alcohol at the event. The Renter's obligation to indemnify extends to any claims brought by the Renter's own contractors or vendors, or by any third party injured as a result of the event.

**c. IRCOA Not Responsible for Loss:** IRCOA is **not responsible for lost, stolen, or damaged personal property** of the Renter or any event attendee or vendor. Any items brought onto the premises are at the Renter's own risk. It is the Renter's duty to secure any valuables and to ensure the premises are locked when not attended.

**d. Insurance:** IRCOA's insurance does **not** provide coverage for the Renter's event or activities. As noted in Section 4d, IRCOA may require the Renter to obtain a **special event liability insurance policy** for certain events (for example, large events or those with alcohol and large attendance). Whether or not insurance is required, the Renter should consider obtaining their own event insurance for protection, as they will be held liable for any damage or injury as outlined above. Vendors providing services (caterers, entertainers, etc.) should have their own insurance; use of uninsured vendors is strongly discouraged and may be disallowed by IRCOA.

## 10. Compliance and Enforcement

**a. Compliance with Agreement:** The Renter agrees to comply with **all terms of this Agreement and all incorporated rules and policies**. The Renter also agrees to ensure their guests, invitees, and vendors comply. The IRCOA General Manager, staff, and Security personnel have the authority to enforce all rules during the event. The Renter (and guests) must comply with any directives given by IRCOA staff or Security to correct a violation (for example, turning down music, moving cars, or addressing unsafe conditions).

**b. Breach of Rules – IRCOA Remedies:** Failure to comply with any terms of this Agreement or the attached policies may result in one or more of the following actions by IRCOA: (i) **Immediate termination of the event** (guests may be required to leave the premises and the event ended early), (ii) **forfeiture of the Renter's security deposit** (in part or in full), (iii) imposition of additional fees or charges to cover any damage, cleaning, or violations, and/or (iv) **loss of the Renter's future privileges** to use Indigo Hall or other IRCOA facilities. IRCOA will document any violations and notify the Renter in writing of any assessments or consequences after the event. The Renter shall be responsible for any costs incurred by IRCOA due to the breach of this Agreement, including legal fees needed to enforce any provision.

**c. Governing Law and Venue:** This Agreement shall be governed by the laws of the State of South Carolina. Any disputes arising under this Agreement that cannot be resolved amicably

shall be brought in the appropriate state court in Beaufort County, South Carolina, and the parties hereby submit to the jurisdiction of that court.

**d. Amendments:** The IRCOA Board of Directors may update or amend the Indigo Hall Rental Usage Policy and related rules from time to time. The Renter will be bound by the **policy in effect on the date of the event** (including any reasonable amendments communicated to the Renter prior to the event). No oral modifications to this Agreement are effective. Any special arrangements or approved exceptions must be documented in writing and signed by IRCOA management to be valid.

**e. No Waiver:** IRCOA's failure to strictly enforce any provision of this Agreement or attached policies on one or more occasions shall not be construed as a waiver of its right to enforce that provision in the future.

**f. Severability:** If any provision of this Agreement is found to be invalid or unenforceable by a court, the remaining provisions shall remain in full force and effect.

## 11. Incorporated Documents (Attachments)

The following documents are **attached to this Agreement and incorporated by reference**. The Renter acknowledges receipt of each document and agrees that these documents constitute an integral part of the Agreement, as if fully set forth herein:

- **A. "Indigo Hall Rental Usage Policy"** – detailed policy guidelines for use of Indigo Hall and the Pavilion (this Agreement, together with the rules herein, serves as the rental usage policy).
- **B. "Code of Conduct for Event Participants and Attendees"** – behavior and civility standards expected of all attendees at events, as adopted July 18, 2024.
- **C. "Cleaning Checklist and Operational Rules – Revised July 18, 2024"** – checklist of required cleaning tasks and operational rules (including key return procedures, youth supervision requirements, etc.) that the Renter must follow. The Renter must complete and return this checklist as described in Section 7.

*(Note: The above attachments are incorporated in full. In the event of any direct conflict between the attached policy documents and this Agreement, the terms of this Agreement shall govern for the specific rental instance, while still honoring the intent of the IRCOA policies.)*

## 12. Signatures and Acceptance

By signing below, the Renter certifies that they are an Indigo Run property owner or resident in good standing (or an authorized representative thereof), at least 21 years of age, and have the authority to enter into this Agreement. The Renter further acknowledges that they have **read this entire Agreement and the attached documents** in their entirety, understand all terms and conditions, and agree to abide by them.

The Renter understands that **any violation of this Agreement or the incorporated rules may result in financial penalties, loss of deposit, denial of future use of facilities, and/or immediate cancellation of the event.** The Renter accepts full responsibility for the care of the facilities and the conduct of all persons attending the event.

**Printed Name of Renter:** \_\_\_\_\_

**Indigo Run Property Address:** \_\_\_\_\_

### **Notary Acknowledgment**

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss:

On this \_\_\_\_ day of \_\_\_\_\_, *before me, the undersigned Notary Public, personally appeared*  
\*\* \_\_\_\_\_ \*\* (the "Renter"), who proved to me on the basis of satisfactory  
evidence to be the person whose name is subscribed above, and acknowledged that they executed  
the foregoing Rental Agreement for Indigo Hall & Pavilion as their free and voluntary act and  
deed.

Witness my hand and official seal:

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Notary Public (Signature)

Notary Name: \_\_\_\_\_ (Printed)

My Commission Expires: \_\_\_\_\_

*(IRCOA Representative signature not required for this Agreement. IRCOA approval will be evidenced by confirmation of the reservation in writing once this signed and notarized Agreement and all payments are received.)*

# **Indigo Hall & Pavilion Rental – FAQs**

## **1. Who can rent Indigo Hall or the Pavilion?**

Only Indigo Run property owners or residents in good standing can rent these facilities. The renter must be present for the entire event.

## **2. How do I reserve Indigo Hall or the Pavilion?**

Reservations are made through the IRCOA management office. You must submit a completed reservation request form, sign the rental agreement, and provide the required deposit to confirm the reservation.

## **3. What are the rental rates?**

- Indigo Hall & Pavilion Combined: (Board Determined Rate)
- Pavilion Only: (Board Determined Rate)
- Indigo Hall Only: (Board Determined Rate)

## **4. Does the rental of the facilities include furniture like tables and chairs?**

**No.** Tables, chairs, linens, or other equipment must be rented separately at your own expense. Typical local rental costs are approximately **\$2.50 per chair and \$12.00 per 8-person table**.

## **5. Are setup and takedown services provided by IRCOA?**

No. Setup and takedown are the renter's responsibility. You must return the facility to its original condition after your event.

## **6. Can I hire my own event planner or setup crew?**

Yes. However, vendors must be selected from the IRCOA-approved vendor list. Non-listed vendors require prior approval from the General Manager, including insurance naming IRCOA as an additional insured.

## **7. Is a security deposit required?**

Yes, a refundable security deposit (typically around \$500, subject to IRCOA adjustment) is required at the time of booking. This deposit is refundable if there are no damages or violations after the event.

## **8. When is the rental fee due?**

Rental fees must be paid no later than 40 business days before your event date. For shorter notice bookings, full payment is required immediately upon reservation.

## **9. What is the cancellation policy?**

- 30 or more days before event: 100% refund of rental fee and deposit
- 7 to 29 days before event: 50% refund of rental fee, full deposit refunded
- Less than 7 days before event: No rental fee refund, full deposit refunded

## **10. What are the maximum occupancy limits?**

- Indigo Hall (Indoor): **144 seated at tables guests**
- Pavilion Area: Up to **150 additional guests**  
Combined indoor/outdoor capacity generally should not exceed 300 guests without special approval.

**11. Are there restrictions on decorations?**

Yes. Decorations cannot be affixed to walls, ceilings, windows, or fixtures in any damaging way. No confetti, glitter, or open flames (except birthday candles or Sterno for catering) are permitted.

**12. Can we have alcohol at our event?**

Yes, with adherence to state laws. If alcohol is sold or provided for compensation at events with 51+ attendees, you must obtain and display a Temporary Alcohol License from the SC Department of Revenue. IRCOA must have a copy on file prior to the event.

**13. Are there exemptions from paying rental fees?**

**Yes.** Certain IRCOA-approved groups (like the Indigo Run Women's Club, Men's Group, Golf Associations, official community events, board meetings, and other Board-approved groups) are exempt from rental and setup fees, though they are encouraged to help with setup and takedown.

**14. What happens if we don't properly clean the facility after use?**

Failure to properly clean, reset furniture, or return keys may result in additional fees or forfeiture of your security deposit.

**15. Can I play outdoor music at my event?**

Yes, but outdoor music must cease by 10:00 PM (Sunday-Thursday) or 11:00 PM (Friday, Saturday, and days before holidays).

**16. Where can guests park?**

Guests must use designated parking areas only. Parking is not permitted on grass or in fire lanes. IRCOA will assist if overflow parking arrangements are necessary. For events, arrival by golf cart is preferred to improve the capacity of parking (Golf carts are allowed on some pine straw areas adjacent to Indigo Hall Parking). The parking for Indigo Hall is allowed at the Golden Bear Golf Club parking lot, and The Golf Club parking lot.

**17. What should I do if I have minors attending the event?**

Minors must be supervised by adults at all times. The renter (adult Indigo Run member) must remain present for the entire event.

**18. Can I advertise my event publicly?**

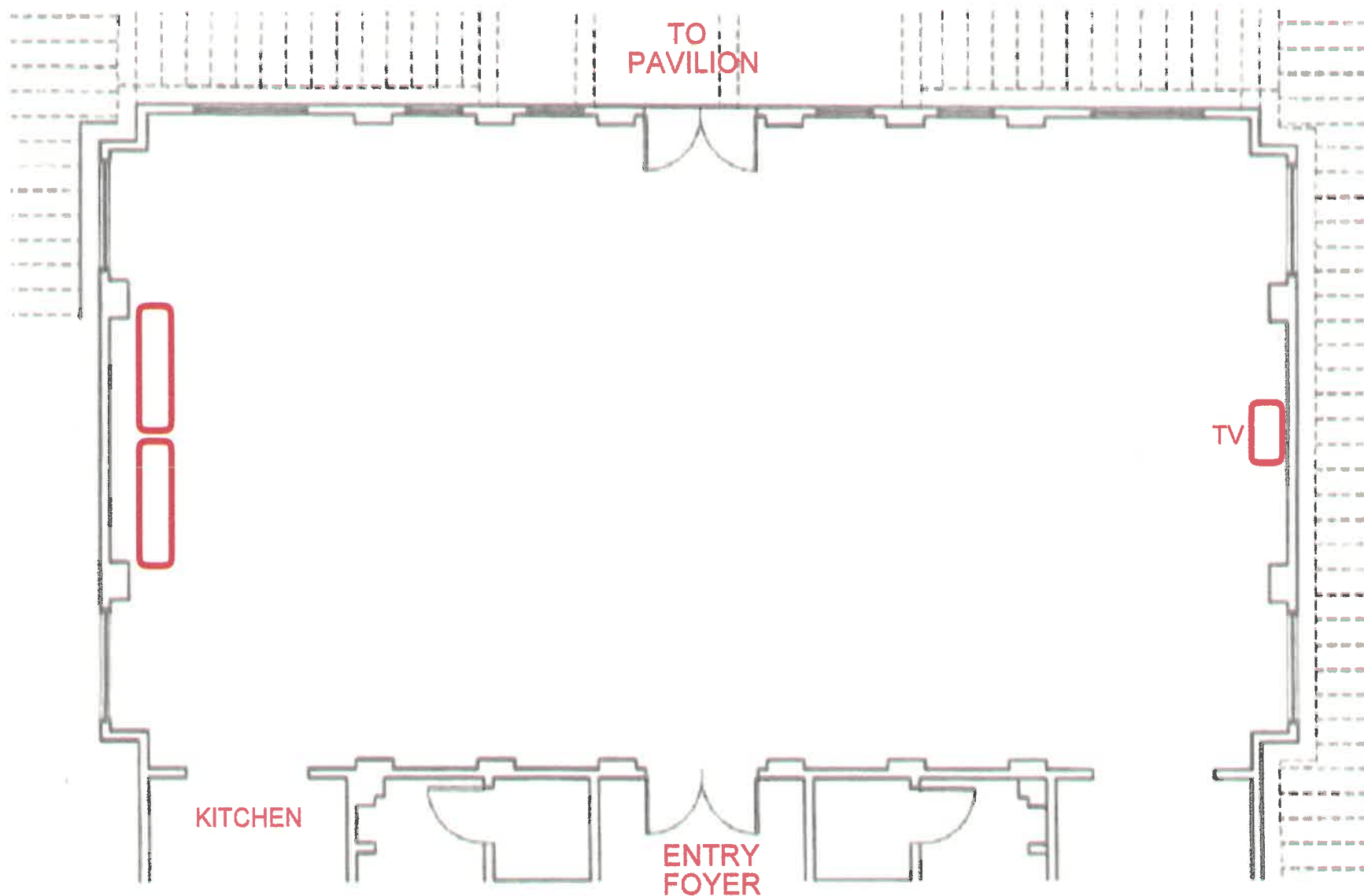
No. Events are private, intended for your invited guests and/or the Indigo Run community only. Public advertisements or ticketed public events require special IRCOA approval.

**19. Can I hold political or religious events?**

Political events must be approved by IRCOA, open to all candidates/viewpoints, and must adhere strictly to community standards. Regular religious services or classes are not permitted, but private ceremonies (weddings, memorials) are allowed.

**20. How quickly will my security deposit be refunded?**

Security deposits are typically returned within approximately 20 business days after your event, assuming all conditions for cleanliness, damage, and rules adherence are met.



**Inventory:**

- 15 Round/Square Tables
- 12 5' Folding Round Tables
- 13 6' Folding Rectangle Tables
- 6 8' Folding Rectangle Tables
- 106 Folding Metal Chairs
- 176 Banquet Chairs
- 6 Folding High Top Tables

Draw type of table, location & number of chairs

Microphone - TV - Ext Cord - Podium

(circle all items needed)

Room size - 35' x 65'

Event Date \_\_\_\_\_

Time \_\_\_\_\_

Function \_\_\_\_\_

Contact Name \_\_\_\_\_

Contact Phone \_\_\_\_\_



Draw type of table, location & number of chairs

