

Memminger Auditorium
Venue Policies and Event Guidelines

Below are the Venue Policies and Event Guidelines (Policies) for the rental and use of Memminger Auditorium (Venue). **Please read carefully as these Policies contain information concerning possible expenses pending your event plans.** The terms of these Policies are incorporated into every Agreement signed by a Client and SFUSA. Clients are responsible for reading, understanding, and adhering to these Policies for themselves, their managers, producers, vendors, and participants. Memminger Auditorium is managed by Spoleto Festival USA (SFUSA).

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VENUE POLICIES AND EVENT GUIDELINES

Use of Memminger Auditorium (Venue) is by a temporary License Agreement (Agreement) between the License Agreement client (Client) and Spoleto Festival USA (SFUSA). The terms of these Venue Policies and Event Guidelines (Policies) are incorporated into every Agreement signed by a Client and SFUSA. Clients are responsible for reading, understanding, and adhering to these regulations for themselves, their managers, producers, vendors, and participants. Client is responsible for the behavior and safety of persons working and attending its functions. The Client shall enjoy the Venue for any reasonable use not prohibited by law and by these Policies. SFUSA reserves the right to receive full advance information as to the nature and content of any performance, event, exhibit, entertainment, and advertising to be offered.

VENUE RATES AND FEES

Venue rates and charges are listed in Exhibit "B". These rates as well as any rates referenced in the Policies and any attachments are considered incorporated within the Agreement. Additional/other fees may be incurred for additional equipment, supplies, labor, etc. necessary and are payable within fifteen (15) days from the conclusion of the Event.

VENUE RESERVATION PROCESS

SFUSA has the right to refuse event bookings when it is their opinion that the event may cause undue or unusual damage to the Venue and/or if the event is deemed an inappropriate use of the facilities based on a variety of reasons, including, but not limited to scheduling conflicts, match to SFUSA mission, etc.

For events meeting the necessary criteria, the Agreement process continues with the generation of an event estimate. Included in every event estimate is a "Damage Deposit." This Damage Deposit can range in amount to correlate with the nature of each event. This Damage Deposit is required prior to execution of any Agreement and may be refundable (provided all Policies are met). Client may also be responsible for costs (exceeding the Damage Deposit) for cleanup and/or damages that result from their event.

No event date(s) shall be confirmed, nor may a Client advertise, market, publicize, or promote any event/event date(s) until;

1. Client has signed the Agreement;
2. Signed Agreement has been received by the Venue's office along with proper payment(s) and required insurance documents;
3. SFUSA has signed the Agreement; and
4. Other required documents and paperwork (if applicable) received by the Venue's office

Should Client fail to return the required documents or payment(s) by designated dates, as stated herein, SFUSA has the right to cancel the Agreement and event without further notice.

ACCESS TO VENUE

There is no entrance/exit on the east side of the Venue, the school grounds adjacent to the Venue, or in the rear of the Venue including the exterior dressing room doors except in case of emergency. No loading/unloading, loitering, or smoking can occur in or around these areas. The stage door entrance and loading access are on the west side of the Venue only.

Audience members and attendees should utilize the main lobby entrance and/or the Alicia's Garden lobby entrance to enter and exit the building. Any individual with accessibility needs can access the Venue through the Alicia's Garden courtyard elevator door and/or the Alicia's Garden lobby.

All load-in and load-out should only take place at the loading dock or Alicia's Garden courtyard entrance. Any deviation from this requires prior permission from SFUSA.

ACCESS BY STAFF

SFUSA staff, Venue staff, and their vendors are responsible for the management and maintenance of the Venue facilities and property and have the right to access the facilities and property at any time during any activity and event.

ALCOHOL

It is the responsibility of the Client and/or Event Manager to ensure compliance with all alcohol policies. No alcohol may be consumed during events without proper documentation. Venue staff has the authority to discontinue/shut down any event not complying strictly with these and all other alcohol policies.

Only reputable, licensed, and insured caterers, bartending services, or concessionaires are to serve alcohol at the Venue. All vendors are required to carry liability and Workers' Compensation insurance. Client or its bartending service are responsible for setting up a system to I.D. under-age patrons and ensure they are not served.

Client acknowledges that it may not do business under any liquor license associated with Memminger Auditorium, Spoleto Festival USA, City of Charleston, or Charleston County School District. For any event where tickets are sold to the public and liquor is served as part of the ticket price or at cash bar, special event beer/wine and liquor permits issued by the South Carolina Department of Revenue Alcoholic Beverage Licensing and any other permits required by the City of Charleston or State of South Carolina must be presented to SFUSA fifteen (15) days prior to the event.

Private Events with Free Distribution of Alcohol

Private events wishing to serve alcohol, free of charge, to (legal age) members of their group only, may be granted written permission from the Venue. Client must also provide insurance coverage that meets or exceeds the requirements set forth in the Insurance Requirements section (page 12)

Public Event Serving and/or Selling Alcohol

Any Client with a public event desiring to serve and/or sell alcohol at any event must apply for, and acquire, a Special Event Permit from the South Carolina Department of Revenue. Public events wishing to serve alcohol, to (legal age) attendees of their event only, may be granted written permission from the Venue. Client must also provide insurance coverage that meets or exceeds the requirements set forth in the Insurance Requirements section (page 12).

It is the responsibility of the Client to provide a copy of the special event liquor permit and public posting (if applicable) from the South Carolina Department of Revenue to the Venue no less than fifteen (15) days to the event load-in.

ALTERATIONS TO VENUE PROPERTY

Unauthorized painting, changing, altering, or tampering with any Venue property is prohibited. This includes, but is not limited to, buildings, grounds, signs, pipes, locks, conduits, electrical, or gas connections. Client will be responsible for costs (exceeding the Damage Deposit) for cleanup and/or damages that result from their event.

AMBULANCE AND MEDICAL SERVICES

On-site ambulance service and/or medical services such as first aid service is not provided by the Venue. Please coordinate any special needs with your Venue contact no less than thirty (30) days to the event load-in.

AMERICANS WITH DISABILITIES ACT (ADA)

The Americans with Disabilities Act (ADA) makes it illegal to discriminate against anyone because of a physical or mental impairment. It is the responsibility of each Client, Event Manager, vendor, and/or their employees to adhere to requirements surrounding ADA. SFUSA and the Venue insists that all persons shall be treated in an equal, respectful, and courteous manner, while ensuring a safe and enjoyable experience for all.

Client shall be responsible for non-permanent accessibility requirements such as wheelchairs, aids for the visually impaired, hearing impaired, and mobility impaired, general seating arrangements, and event accessibility. If Client fails to arrange for a reasonably-requested temporary auxiliary aid or service, SFUSA will have the right, but not the obligation, to provide or arrange for such auxiliary aid or service, and Client will reimburse SFUSA the cost of providing or arranging for such auxiliary aid or service as determined by SFUSA.

AMPLIFICATION, MUSIC AND NOISE RESTRICTIONS

In order to protect the well-being and experience for all persons at the Venue, SFUSA maintains a limit for sound amplification of no more than 95 decibels (sustained) and no more than 110 decibels (peak) inside the venue.

Due to size constraints, neighborhood relations, and noise ordinances, only low level acoustic or amplified music in all exterior/outdoor locations is permitted during the day or early evening hours. All exterior/outdoor event-related music, noise, and amplification must end no later than 11 p.m. The Venue, in its sole discretion, may limit the number of band members, as well as limit or deny use of certain types of musical instruments, audio/visual equipment and type/style of amplified content for external/outdoor use.

ANIMALS/PETS AND ANIMAL WELFARE

Access

Animals (including pets) are not allowed in the Venue. The only exception is for working service animals and with written prior approval from the Venue.

Service animals must be kept kenneled or on a leash (and under physical control of owner) at all times. Service animal owners are responsible for immediate cleanup and proper disposal of animal waste. Animal waste cannot be disposed of in any Venue bins and/or dumpsters. All animal waste must be taken off the property by the Client.

Animal Welfare

SFUSA is committed to the humane treatment of all animals and does not tolerate animal abuse, cruelty, mistreatment, or neglect. We take any accusations of animal abuse very seriously, and we are committed to protecting the welfare of animals at our Venue. Every possible precaution should be taken to ensure the safety and well-being of all animals.

Persons having animals on the grounds must use every precaution to ensure the safety of all people attending the event.

SFUSA requires that all animals' basic needs be met; that they are provided with clean bedding, food, and clean water. When pertinent, accommodations should be made to keep the animals as comfortable as possible during extreme temperatures or other weather events. For safety purposes, all animals will be contained in the appropriately sized enclosures with secure operating and locking mechanisms.

When animals are used as part of an event, all applicable laws, ordinances, and regulations dealing with the humane treatment of animals must be fully complied with. It is the responsibility of the owner/exhibitor/handler/agent for each animal being brought to the Venue to be aware of and adhere to the most current regulations and rules regarding animal transportation, disease control, vaccinations, and health documentation requirement, in accordance with the City of Charleston, Charleston County, the State of South Carolina, and Federal Law.

Any Client or participant found using unethical practices or mistreating an animal at the Venue will be immediately removed from the premises and reported to the proper authorities.

Loose Animal

If an animal escapes the designated stall, pen, containment area, or arena, Venue staff should be contacted immediately. Venue personnel will help secure the perimeter. An attempt to contain the animal should be made by the owner and/or Event Manager since they have the most experience with the animal. If the animal escapes the Venue property, the animal's owner, Client, Event Manager, and local authorities will be contacted in an attempt to contain the animal.

Sick Animals

Sick animals are to be removed from the grounds as soon as identified as ill to ensure other healthy animals are not impacted.

ANTI-HARRASSMENT

SFUSA intends to maintain a thoroughly inclusive, safe, and harassment-free atmosphere where everyone is afforded the dignity and respect that they deserve.

Our Venue is not a place for behavior that is inappropriate, off-topic, disruptive, or abusive, including any form of verbal or physical abuse, the use of derogatory or discriminatory language, gestures or actions, any form of harassment, homophobia, racism, transphobia, ableism, xenophobia, sexism, cultural appropriation, or advocating for, or encouraging, any of the above behavior which may violate or cause personal offense to another participant regardless of body size, race, faith, color, sex, sexual orientation, gender identification or expression, nationality, national origin, ethnic origin, age, marital status, covered veteran status, disability, physical appearance, pregnancy, or any other basis prohibited by applicable law.

Participants asked to stop any inappropriate or harassing behavior are expected to comply immediately.

We require participants to follow these policies at our Venue at all times. If a participant engages in inappropriate or harassing behavior, the Venue may take any action they deem appropriate, including warning the offender or expulsion from the premises. If you are being harassed, notice that someone else is being harassed, or have any other concerns, please contact Venue staff immediately.

Remember: everyone deserves to be safe.

BROADCAST, PHOTOS AND VIDEOS

Client may not televise, broadcast, or record (audio or video) during use of the Venue without the consent of SFUSA.

SFUSA reserves the right to take, possess, modify, and distribute photos and/or video of/from any event, and event participants, held at the Venue for the purpose of informational/promotional use and/or for documentation as necessary. Client, Event Manager, participants, vendors, and/or attendees waive any copyrights associated with such media.

By entering an event or program at SFUSA owned facilities, you are entering an area where photography, audio, and video recording may occur. Your entry and presence on the event premises constitutes your consent to be photographed, filmed, and/or otherwise recorded and to the release, publication, exhibition, or reproduction of any and all recorded media of your appearance, voice, and name for any purpose whatsoever in perpetuity in connection with SFUSA and its initiatives, including, by way of example only, use on websites, in social media, news, and advertising.

By entering the event premises, you waive and release any claims you may have related to the use of recorded media of you at the event, including, without limitation, any right to inspect or approve the photo, video or audio recording of you, any claims for invasion of privacy, violation of the right of publicity, defamation, and copyright infringement, or for any fees for use of such record media.

You understand that all photography, filming, and/or recording will be done in reliance on this consent.

CALENDAR HOLDS

Upon written notice, a specific date, if available, can be put on hold for fifteen (15) days. At this time, an Agreement for the space will be issued with all the rates and Policies for rental. At the end of fifteen (15) days, without notice to prospective Client, the date will be released if the Agreement is not returned. Holds will not be renewed unless the date is still available and SFUSA is advised by Client.

CANCELLATIONS

Cancellation of any event must be done in writing, preferably in email form, to the Venue office.

Any Client who cancels their event eighty-nine (89) or fewer days from the scheduled event date shall receive NO refund for any fee(s) paid. Any Client who cancels ninety (90) days or more prior to their event will receive a full refund of any rental fee(s) paid, net of any expenses incurred and the damage deposit (due to loss of rental).

Any Client's outstanding balance (including any late fee(s)) not received by the due date shown on the Agreement will result in cancellation of Client's event. Client shall receive NO refund for any fee(s) paid.

In no event will the Venue be liable for any direct, consequential, compensatory, incidental, special damages, or any other damages or amounts of any nature whatsoever as a result of any cancellations.

CLEANING AND WASTE

A limited number of waste bins will be provided in the venue's main lobby, dressing rooms and restrooms with can liners. If you expect to generate a lot of waste and/or are hosting an event with food and beverage, we encourage you to plan for and provide additional waste bins to accommodate your event waste. The Venue has two (2) four (4) yard dumpsters on the loading dock. Clients should ensure their event-generated trash does not exceed dumpster capacity.

It is the responsibility of the Client, Event Manager, caterers, bartending services, and all necessary vendors to ensure the following are completed immediately after the event, returning the Venue to its pre-event condition in all interior and exterior spaces;

1. Clean up and remove from the Venue all remaining food, beverages, decorations, equipment, garbage, rentals, signage, and all event-related items;
2. Empty all waste bins throughout the Venue;
3. Place all event-generated trash in the outdoor dumpsters. Cardboard boxes must be broken down. If the event-generated trash exceeds dumpster capacity, Client may incur charges for extra trash service/pick-up; and
4. Sweep and mop floors.

Client and/or Event Manager are responsible for any damages that occur during the duration of the event – including decorating and cleanup.

It is the responsibility of the Client to notify all vendors of the above guidelines.

DECORATIONS, EFFECTS AND SCENIC

Decorations and Scenery

Decorations and scenery may NOT be attached (adhered, nailed, screwed, stapled, or taped) to any external or internal structure, including but not limited to ceilings, equipment, floors, walls, and trees, on Venue property. Free-standing and self-supported decorations and scenery are preferred. No decorations and scenery may obstruct Venue signage, sponsors, or other advertising. Client and/or Event Manager are responsible for removal of all decorations and scenery immediately after the event, returning the Venue to its pre-event condition in all interior and exterior spaces. Any decorations and scenery NOT removed after an event are subject to a minimum \$25, or greater, per item charge. Venue management reserves the right to dispose of these items at its discretion and without liability to Client.

The use of adhesive material (tape, tack, labels, stickers, etc.) on the building floors and walls is strictly prohibited. Additionally, The Client will be invoiced for any cost associated with the removal of tape, tape residue, labels, stickers, and chalk from building floors or walls and for the cost of repairing/restoring paint to the wall or floor if it has been damaged by the removal of the tape.

The use of glitter, rice, or birdseed is strictly prohibited inside or outside of the Venue. Use of confetti requires prior approval from the Venue office and may result in additional cleaning and labor costs to be covered by the Client.

Client will not damage, mar, or deface, or permit anyone to damage, mar, or deface Venue property. If any portion of the premises are damaged, the Client will be responsible for any labor and/or materials to restore property to its condition before the event. In addition, any equipment or materials lost during the contracted time will be billed to Client.

Effects

The use of candles, pyrotechnics, sparklers, haze, smoke, dust, or other flammable special effects inside or outside of the Venue require advance notification to the venue office as they may activate the fire alarm system. In some cases, approval by the City of Charleston Chief Fire Marshal will be required and could also include required posted permits, on-site demonstrations to a fire marshal, or a manned fire watch. All fees for permits or personnel will be the responsibility of the Client. Please consult the Venue office prior to the use of these effects.

Hanging, Rigging and Lifts

Any hanging or rigging from the catwalk must be approved prior to event load-in and discussed in advance with the Venue to ensure safety and adequate labor. The Venue provides no labor, lifts, or other equipment to hang or rig. Any qualified labor, equipment, or lifts required for any event, must be provided by the Client and/or their vendors. No forklifts or large motorized lifts are allowed in the building. Small capacity scissor lifts are possible but must be approved by the Venue office prior to delivery and use.

Please make sure that your vendors/exhibitors are aware of all policies above.

EVENT COORDINATOR/MANAGER/PLANNER

Non-Wedding Events

At least one Event Manager must be designated and present at all hours for each event. The Event Manager must be present throughout the entire event process (including (at least one) pre-event meeting/walk-through, event check-in and check-out) to coordinate event logistics, ensure the event remains on schedule and that the event is in compliance with these Policies. Clients are required to have an assigned Event Manager from their group at the facility until the last person leaves the facility.

Should emergency personnel (Fire Dept., EMT, Sheriff's Dept., etc.) be called/respond to any incident related to an event, Client and/or Event Manager shall contact Venue staff immediately.

Wedding Ceremonies and Receptions

The use of a professional event planner is required for the use of the Venue for all wedding related ceremonies and/or receptions. The planner must be present throughout the entire event process (including (at least one) pre-event meeting/walk-through, event check-in and check-out) to ensure the event remains on schedule and in compliance with these Policies. Clients are required to have an assigned planner at the Venue until the last person leaves the facility. The planner must assist with the following;

1. Event communication;
2. Event timeline;
3. Vendor coordination, orders, and scheduling;
4. Onsite coordination, logistics, and needs; and
5. Ensuring compliance with Venue policies.

Client shall provide the Venue with the name and contact information for the professional event planner at time of the execution of the Agreement.

FIRE PREVENTION

Client, Event Manager, and vendors are expected to take any/all necessary precautions with fire prevention. Following are Venue requirements pertaining to all participants and events. These requirements do not cover the complete rules and standards of the local district's fire code. They do, however, provide the Client and Event Manager with basic rules governing all spaces open to the public.

Client shall neither attempt nor permit expansion of an exhibits and associated materials to obstruct, obscure, block, or complicate access to any exit location.

Nothing shall be so installed or operated as to interfere in any way with access to any required exit or with visibility of any required exit or any required exit sign; nor shall any display block access to firefighting equipment or electrical panels. Access to exits also requires the ability of the occupants to move safely away from the building to an area of refuge a reasonable distance from the building. All exit doors are emergency doors, and, in most cases, a six-foot pathway must be maintained for each.

The use of candles, pyrotechnics, sparklers, haze, smoke, dust, or other flammable special effects inside or outside of the Venue require advance notification to the Venue office as they may activate the fire alarm system. If use of these items is not discussed and approved prior to your event, they will not be allowed. In some cases, approval by the City of Charleston Chief Fire Marshal will be required and could also include required posted permits, on-site demonstrations to a fire marshal, or a manned fire watch. All fees for permits or personnel will be the responsibility of the Client. Please consult the Venue office prior to the use of these effects.

Sternos, sautéing, fryers, ovens, or other cooking equipment require advance notification to the Venue office. If use of these items is not discussed and approved prior to your event, they will not be allowed. Fryers and some other cooking equipment may only be used on the loading dock with prior approval. It is critical that cooking elements are of the type and quantity to not generate so much smoke or grease haze that the fire alarm system is triggered. Please consult with your Venue contact prior to load-in for prior approval for onsite cooking.

Other safety related requirements include the following;

1. Store flammable materials in a flammable-storage cabinet;
2. Fabrics and films used for decorative purposes, draperies, curtains, and/or other similar loosely hanging furnishings and decorations shall be flame resistant as demonstrated by passing both the small and large-scale tests of NFPA 701, STANDARD METHODS OF FIRE TESTS FOR FLAME RESISTANT TEXTILES AND FILMS;
3. Any material attached to drapes or table skirts must be noncombustible or possess a minimum flame spread rating;
4. No person shall attach any clothing, equipment, advertisement, or decoration to fire sprinkler piping or sprinkler heads. This includes string, cords, wire, ribbon, or any type of tape;
5. All compressed gas cylinders, including, but not limited to propane, CO2, helium, etc., are only permitted in outdoor locations and shall be properly secured into a rack, as required for storage or use;
6. Automotive vehicles and equipment may be displayed inside a building, if;
 - a. All fuel tank openings shall be locked and sealed in an approved manner to prevent the escape of vapors;
 - b. There is no more than two (2) gallons of fuel in tank or the minimum required for positioning the vehicle;
 - c. Battery cables shall be disconnected and taped;
 - d. Fueling and de-fueling of vehicles shall be prohibited;
 - e. Vehicles shall not be moved during event hours;
 - f. Received a permission letter from the Venue prior to the event load-in;
 - g. Electrical equipment must be installed, operated, and maintained in a manner which does not create a hazard to life or property;
7. Leave all required clearances for ADA access. Maintain all fire exits and fire lanes; and
8. Follow and enforce all occupancy limits. Occupancy numbers vary pending set-up. Please consult with the Venue office regarding your event and the allowed occupancy.

NOTE: ANY ISSUE OR CONDITION WHICH IS DEEMED "HAZARDOUS" BY VENUE STAFF WILL RESULT IN IMMEDIATE CORRECTIVE/COMPLIANCE ACTION. FAILURE TO DO SO WILL RESULT IN REMOVAL FROM THE GROUNDS.

FOOD/BEVERAGE

Before an event, Client is required to notify the Venue of any plans for food and beverage consumption and/or sales. Client must provide a full list of vendors as well the appropriate insurance documents for each vendor to the Venue office no less than fifteen (15) days to the event load-in. Please note, that updated insurance documents and permits for vendors on our Preferred Vendor List are on file with the Venue office and therefore Client is not required to provide.

The Client, and not SFUSA, is responsible for contracting with its vendor (Preferred Vendor or other vendor) for services at the Client's event.

When an event involves serving food, sampling food, food demonstrations, and/or health demonstrations, the Client as well all caterers and food service operators must follow any policies as well have any license and/or permits required by the City of Charleston, Charleston County, the State of South Carolina, S.C. Department of Health and Environmental Control, and Federal Law.

The Venue does not have any onsite kitchen, storage, or refrigeration for food and beverage vendors or Client use. Please ensure your vendors are aware.

FORCE MAJEURE

If this Agreement becomes impossible to perform by either party due to acts of God, fire, flood, war, government regulations, acts of terrorism, disaster, labor disputes, strikes, civil disorder, disease outbreak and/or pandemic, curtailment of transportation facilities, or other emergencies making it illegal or impossible to hold the Event or provide the facilities, the Event may be cancelled or postponed for any one or more of such reasons by written notice from one party to the other provided that the reason for said cancellation or postponement is in effect in Charleston, SC or the immediate surrounding area and is in effect within thirty (30) days prior to the first Event date and/or scheduled load-in at the Venue. Cancellation of any event must be done in writing, preferably in email form, to the Licensor/Manager.

The following options are permissible due to all circumstances listed above;

1. Both parties will make an effort to reschedule the Event to a future date (within one year from the original event date) without liability, with all associated event fees transferred to that rescheduled date. If both parties are unable to identify dates to reschedule the Event, the Licensor/Manager will hold all fees paid and will credit those fees toward a future event within one year from the original event date; or
2. Should CLIENT wish to cancel the event outright due to Force Majeure as described herein and subsequently be unwilling or unable to reschedule the Event to a future date, CLIENT shall notify Licensor/Manager in writing prior to event load-in. In the event of CLIENT cancellation, CLIENT shall forfeit all fees paid as liquidated damages to Licensor/Manager. CLIENT shall also be liable to Licensor/Manager for any out-of-pocket expenses paid out by Licensor/Manager on behalf of CLIENT; or
3. Should Licensor/Manager wish to cancel the event outright due to Force Majeure as described herein and subsequently be unwilling or unable to reschedule the Event to a future date, Licensor/Manager shall notify CLIENT in writing prior to event load-in. In the event of Licensor/Manager cancellation, CLIENT will be entitled to a refund of fees paid less any out-of-pocket expenses paid out by Licensor/Manager on behalf of CLIENT.

In no event will the Licensor/Manager be liable for any direct, consequential, compensatory, incidental, special damages, or any other damages, or amounts of any nature whatsoever as a result of any cancellation.

GENERAL SAFETY REQUIREMENTS

Clients, their managers, producers, vendors, participants, and all others working in or entering the Venue shall at all-times adhere to all Federal, State, and Local Laws, regulations, and standards related to safe working conditions and practices. Work being performed shall be done so in accordance with all applicable OSHA (federal) and SC OSHA (state) standards and guidelines, local fire regulations, any applicable consensus standards, industry recommended practices and Department and Division safety policies and requirements. Equipment shall only be operated in accordance with the manufacturer's written recommendations.

AED and First Aid

The following locations at the Venue are equipped with one (1) Automated External Defibrillator (AED) and one (1) first aid kit:

1. Inside the Box Office at the Main Entrance Lobby.
2. The Scene Bay next to the large tracked door.

Capacity

Client shall not admit to the Premises a larger number of persons than the seating capacity of the Premises will accommodate or that can safely or freely move about the Premises, subject to determination of the controlling government authority.

Emergency Evacuation

In the case of fire, earthquake, or violence, the fire alarm and strobe lights will be activated. It is required, without exception, that all Venue occupants evacuate. The entire building must be evacuated. Occupants should use evacuation routes marked by green EXIT signs. All occupants should gather in the front lawn of the Canterbury House across Beaufain Street where we will begin accounting for patrons by asking spouses, friends, staff, volunteers, vendors, etc. to account for one another. Clients, their managers, and venue staff will assist in the evacuation by giving instruction and assistance.

HAZARDOUS WASTE

The Client and any Event Manager agree to NOT possess, collect, distribute, dispose, release, or otherwise discharge, any toxic or hazardous waste as defined by the City of Charleston, Charleston County, the State of South Carolina, S.C. Department of Health and Environmental Control, and Federal Law. Any violation/infraction of this provision will result in financial liability including, but not limited to, substantial fines (at least \$500) per occurrence, immediate termination of the Agreement and removal from the grounds.

INSURANCE REQUIREMENTS

Clients must provide all applicable insurance coverages (general liability, event insurance, worker's compensation, auto liability coverage, etc.) that meets or exceeds the requirements set forth in these Insurance Requirements

Required insurance documents must be received by the Venue office with Client's signed Agreement and proper payments in order to confirm and hold any event date.

Alcohol

If alcohol is served at the event, either Client, its licensed caterer, or its licensed bartending service must also obtain liquor liability insurance protecting Client, Spoleto Festival USA, the Charleston County School District, and the City of Charleston against any and all liability occasioned by negligence, occurrence, accident, or disaster associated with the service of liquor by Client, its caterer, and its bartending service and must provide proof thereof to SFUSA upon signing of this Agreement. Events wishing to sell or serve alcohol must meet the requirements set forth under the Alcohol section of this document (page 4) and provide insurance coverage that meets or exceeds the requirements set forth in the Insurance Requirements section. Only reputable, licensed, and insured caterers, bartending services, or concessionaires are to serve at the Venue.

Certificate of Insurance

Client agrees to provide upon signing the Agreement and prior to use, acceptable certificates of insurance under a public liability policy in which Spoleto Festival USA, the Charleston County School District, and the City of Charleston are named as additional insured, subrogation is waived, and Workers' Compensation is denoted. Insurance certificates for all three entities must be presented from Client and its licensed caterer or its licensed bartending service exactly as shown in the Insurance Requirements section.

Minimum policy limits will be;

- \$1,000,000 for injuries, including death, sustained by one person;
- \$2,000,000 for injuries, including death, sustained by two or more persons; and
- \$100,000 for property damage

The following are to be named as additional insured. Subrogation must be waived, and Workers' Compensation must be denoted on the certificates.

Spoletto Festival USA (Facility Management)
14 George Street
Charleston, SC 29401
Attention: Director of Finance
Fax # 843-724-1195, finance@spoletousa.org

City of Charleston (Building Leasee)
Corporation Council
50 Broad Street
Charleston, SC 29401
Attention: Ms. Adelaide Andrews, Deputy Corporation Counsel
Fax # 843-724-3706, andrewsa@charleston-sc.gov

Charleston County School District (Property Owner)
3999 Bridge View Drive
North Charleston, SC 29405
Woody Doossche, Safety Manager
Fax # 843-566-1999, wouter_doossche@charleston.k12.sc.us

General Liability

Client must obtain general liability insurance protecting Client, Spoletto Festival USA, the Charleston County School District, and the City of Charleston against any and all liability occasioned by negligence, occurrence, accident, or disaster in or about the Venue associated with the use of the Venue by Client and must provide proof thereof to SFUSA upon signing the Agreement.

Indemnity

Notwithstanding any other provisions of the Agreement, liability for damages for personal injuries to or death of persons, and for damages to property, shall be unlimited to the amount indicated herein above; and Client hereby agrees to indemnify and holds Spoletto Festival USA, the Charleston County School District, and the City of Charleston harmless, to the extent permitted by law from any and all claims, demands, judgments, losses, and expenses, including reasonable attorney's fees, arising out of or resulting from the lease of the Venue and activities of Client, its employees, agents as provided herein.

Workers' Compensation

Client must also provide Workers' Compensation insurance for its employees unless not required by South Carolina state law. Client must provide proof thereof to SFUSA upon signing of this Agreement. All vendors are required to carry liability and Workers' Compensation insurance.

LIABILITY WAIVERS

Depending on the risk level of an event, all Clients, participants, and spectators may be required to sign a Release and Waiver of Liability form required by the SFUSA. These waivers may be required in addition to other Insurance Requirements. It is the responsibility of the Client to have all Release and Waiver of Liability forms signed by all necessary Clients, participants, and spectators and returned to the Venue office at the time of event check-out.

If Client would like to use additional forms for waivers and/or liability release, they must be provided to the Venue office no less than sixty (60) days prior to event load-in for approval. Clients cannot use waivers and/or liability release forms that have not been approved by SFUSA.

LICENSE AGREEMENT PERIOD AND INCLUDED SERVICES

Included with Rental

Unless noted in the Agreement, Venue rental includes access and use of the main entrance and lobby, basic utilities, box office/coat check room, the Alicia's Garden courtyard and lobby, guest restrooms, event space, loading dock and backstage area from 9 a.m. - 1 a.m. (Five (5) hour event ending no later than 11 p.m., breakdown must be completed with building clean and clear of all décor, equipment, rentals and persons within two hours of event end time and no later than 1 a.m.). There may be items and charges not covered by rental fees, subject to availability and need, that will have extra charges/fees. All charges are based on an "as is, where is" basis. All changes, movement, or modifications will be at Client's expense.

1. **Air Wall:** This banquet-room-style partition wall is available to subdivide the two halves of the Venue space. The wall is equipped with two personnel doors and can be broken into sections and used in various configurations around the perimeter of the black room. Please note, while each panel is moveable, the wall panels are operated manually, and each panel is independent therefore the wall does not move as one complete unit. Please communicate any use of the air wall to your Venue contact prior to your event load-in.
2. **House Light Wash:** The Venue is equipped with a basic lighting package. Its use should be discussed in advance and requires an outside production company for anything above and beyond the basic light wash.
3. **Traveler Curtain:** The black room is equipped with a black traveler curtain on a horizontal track at the back wall. It is a walk-along curtain and cannot be opened and closed with any rope segments. The curtain is in four sections that can be drawn across the track to appear as one unit, divided in half, or spaced in four sections along the track. If curtain is not drawn across the track for any variation, the curtain remains bundled and in a down position.

Not Included with Rental

The basic rental fees do not include audio/visual equipment or staffing, catering, chairs, chain motors, custodial, decor, dressing rooms, easels, equipment, box office/event/house/usher/venue staff, insurance, kitchen, labor for set-up/strike, licenses/permits, machinery, materials, musical instruments, parking, public address system, seating, security, soft goods/drapery, staging, tables, ticketing support, tools, or utilities (water, HVAC, electric, gas, etc.) consumed and/or utility services requested above and beyond normal building use.

1. **Chairs:** The Venue does have limited folding chairs that are available for an additional cost to Client. Client is required to set-up and strike the chairs on their own as the Venue does not provide labor to set and strike these chairs.
2. **Stage Decks:** 4'x8' stage decks are available for an additional cost to Client. Under supervision from Venue staff, a vendor must be hired by the Client, or other staffing/volunteers provided by the Client, to set-up and strike these decks. The Venue does not provide labor to set and strike these decks. The Client should work directly with their vendor to coordinate the set-up and strike of any rented stage decks.

Please work with your Venue contact on any additional hours, event needs, and Venue access required outside of the above.

LICENSES AND PERMITS

The Client is responsible for obtaining permits or licenses required by law for Client's use of the Venue.

Client warrants that no music or artistic work or other property protected by copyright will be performed, produced, exhibited, or used, nor will the name of any entity protected by trademark be reproduced, exhibited, or used during Clients' use of the Venue, unless Client has obtained expressed written permission and license from the copyright or trademark holder.

Client covenants to comply strictly with all laws respecting copyright and trademarks and warrants that it will not infringe any related statutory, common law, or other rights of any person during its use of the Venue. Client is responsible for remitting payment to appropriate agencies for use of copyrighted materials.

Client is responsible for their event's compliance with all performing rights organizations' payments, licenses, rules, and/or mandates. Client releases holds harmless and indemnifies SFUSA, the School District, and the City from and against any liability resulting from Client's noncompliance with such payments, licenses, rules, and/or mandates.

LOST OR STOLEN ARTICLES

Items found day of, are stored in the Venue's Lost and Found which is located in the Venue office. Following an event load-out, items are relocated to the SFUSA office where individuals can coordinate a time for pick-up. While individual events may also feature event-specific Lost and Found areas, the Venue is not responsible for any Client, Event Manager, participant, attendee, and/or others lost or stolen property, inventory, or other articles.

In no event will the Venue be liable for any direct, consequential, compensatory, incidental, special damages, or any other damages or amounts of any nature whatsoever as a result of any lost or stolen property.

MARKETING, ADVERTISING, PUBLICITY AND OTHER COMMUNICATIONS

Client may not advertise, market, publicize, or promote any event/event date(s) until the Agreement has been fully executed. This includes;

1. Client has signed the Agreement;
2. Signed Agreement has been received by the Venue's office along with proper payment(s) and required insurance documents;
3. SFUSA has signed the Agreement; and
4. Other required documents and paperwork (if applicable) received by the Venue's office

Should Client fail to return the required documents or payment(s) by designated dates, as stated herein, SFUSA has the right to cancel the Agreement and event without further notice.

The Venue shall not be responsible for Event promotion. The Venue offers complimentary marketing opportunities through its digital platforms for public events occurring at the Venue that can help maximize exposure and attendance. Clients must provide requested content/messaging to the Venue office for review and consideration. Private events (not open to the public) will not be advertised or promoted by the Venue.

The Venue reserves the right to promote a Client's public event via facility signage, marquees, social networks, digital media, and other methods. Such promotion is subject to availability and determined on a case-by-case basis.

Despite being the location of a Client's event, unless previously approved, the Venue's physical address, telephone number, website, social media platforms, and/or other communications platforms shall not be listed as the main point of contact for any event. The Venue's telephones, computers, copy machines, and/or other office equipment are not available for the Client, Event Manager, vendor, public, or other event-specific use.

All references to the Memminger Auditorium in publicity and/or promotional materials for the event or promotion may use the following options only;

Venue Name:	“Memminger Auditorium”
Venue Address:	56 Beaufain Street, Charleston, SC 29401
Venue Website:	www.MemmingerAuditorium.com
Venue Social Platforms:	Facebook: www.facebook.com/MemmingerAuditorium Instagram: www.instagram.com/memmingerauditorium
Graphic Elements:	Requests for graphic elements, guidelines, and restrictions for promotional use can be made to the Venue office at info@memmingerauditorium.com . Use of any Memminger Auditorium logo, mark, tagline, or other graphic element must be approved by SFUSA prior to use.

PARKING

Fire Lane

Fire lanes must be kept open for police, fire, ambulance, and other emergency units as well for Venue staff. Any non-compliance will be subject to tickets and/or towing at the owner’s expense.

Loading and Unloading

The loading dock is available for active loading and unloading only. The dock has one (1) truck position available. Once equipment is delivered to or loaded at the loading dock or driveway, all trucks and vehicles must be moved from the premises. There is no parking at any time in the Alicia’s Garden courtyard or the front sidewalk of the Venue. Limited event-related needs may be accommodated with prior approval from SFUSA. Any non-compliance will be subject to tickets and/or towing at the owner’s expense.

Clients are advised to coordinate and communicate a dock schedule for all deliveries and pick-up to ensure the dock is accessible and manageable for your vendors. For events with multiple deliveries and vendors, we suggest a dock coordinator be provided and staged at the loading dock driveway to assist with access and day of coordination. The Venue does not provide support for dock management.

Please make arrangements with your vendors (for example, bands that arrive with truck and trailer) for off-site parking.

Parking Garage

The Venue does not have onsite parking of any kind. The following public parking garages are the closest to the Venue and are a short walking distance. Each garage will charge a parking fee (usually, hourly rates).

- Wentworth Garage – 12 St. Philip St
- Majestic Square – 153 Market St. #151
- Metered spaces are across Beaufain Street from Memminger Elementary School, behind the Canterbury House off Archdale Street

Permits

Parking on sidewalks is not permitted at any time. For events that may impede street or sidewalk traffic, Clients may be required to obtain permits and should refer to the City of Charleston Traffic and Transportation and the Charleston Police Department as a resource for their event and its potential impact.

Towing

Abandoned vehicles and vehicles parked in unauthorized areas on the premises are subject to towing at the owner's expense. For example, vehicles parked in a manner that interferes with public access, Event and Venue needs, impedes public walkways, or access to entrances and exits are subject to immediate towing.

It is the Client's and/or Event Manager's responsibility to understand and enforce the provisions of this Policy. Any non-compliance will be subject to tickets and/or towing at the owner's expense.

PARAGRAPH HEADINGS

The captions and headings set forth herein are for convenience of reference only and shall not be construed so as to define or limit the terms and provisions hereof.

PAYMENTS

Cancellation and Refunds

Any Client who cancels their event eighty-nine (89) or fewer days from the scheduled event date shall receive NO refund for any fee(s) paid. Any Client who cancels ninety (90) days or more prior to their event will receive a full refund of any rental fee(s) paid, net of any expenses incurred.

Cancellation for Late Payment

Any Client's outstanding balance (including any late fee(s)) not received by the due date shown on the Agreement will result in cancellation of Client's event. Client shall receive NO refund for any fee(s) paid.

Final Payment

Additional/other fees may be incurred for additional equipment, supplies, labor, etc. necessary and are payable within fifteen (15) days from the conclusion of the Event. Any outstanding balances that remain fifteen (15) days following issuance of said invoice will result in the full amount being deducted from Client's damage deposit.

Late Fee

A late fee of (at least) \$10-per day will be imposed for any payment not received by the due date shown on the Agreement.

Payment Methods

SFUSA accepts the following for payment;

- Cash
- Check: Make check payable to SPOLETO FESTIVAL USA
- Credit card

Payment Schedule

1. Deposit (retainer fee and refundable damage deposit)	Due as outlined on Agreement with the Client's signed Agreement and required insurance documents
2. Remaining payment balance	Thirty (30) days prior to event load-in
3. Final payment for additional services	Fifteen (15) days upon receipt of final invoice

Any outstanding balance of Client's rental fee is due no later than thirty (30) days prior to event load-in. If an event is booked within the thirty (30) day window, full payment is due at the time the Agreement is signed by Client.

Venue rates and charges are listed in Exhibit "B". These rates as well as any rates referenced in the Policies and any attachments are considered incorporated within the Agreement. Additional/other fees may be incurred for additional equipment, supplies, labor, etc. necessary and are payable within fifteen (15) days from the conclusion of the Event.

Rental Deposit and Damage Deposit

All facility reservations require a Rental Deposit and a (refundable) Damage Deposit. Both must be received with the Client's signed Agreement and required insurance documents to hold, confirm, or secure any event facility/date.

Damage Deposits can range in amount to correlate with the nature of each event. This Damage Deposit is required prior to execution of any Agreement and may be refundable (provided all Policies are met). Client may also be responsible for costs (exceeding the Damage Deposit) for cleanup and/or damages that result from their event.

Returned Checks

Return checks for any reason will render the Agreement void for non-payment unless reimbursement and payment of returned check fee are promptly submitted. Returned checks are subject to a \$50.00 returned check fee.

PLANNING MEETINGS

At least one planning meeting is highly encouraged for all events and should be held no less than fifteen (15) days prior to event load-in. The Event Manager, if different from the Client, should also attend. Event layouts, timeline, vendor lists, and technical needs should be part of planning meetings. Please contact your Venue contact to schedule your planning meeting.

RULES AND CODE OF CONDUCT

The following are prohibited at the Memminger Auditorium;

- No smoking or vaping on the premises (Memminger Auditorium is a tobacco-free property);
- No weapons of any kind;
- Illegal drugs and/or related paraphernalia;
- Outside alcoholic beverages;
- Blocking any building, booth, exhibit, concession stand, performance, ticket window, gate, stage doorway, walkway, fire exit, or stairway so as to impede access;
- Any activity constituting a hazard to the safety of self or others;
- Unauthorized parking. All parking regulations strictly enforced. Abandoned vehicles and vehicles parked in unauthorized areas of the Venue are subject to towing at the owner's expense;
- Pets or other animals, except approved service animals;
- Fireworks and explosives;
- Stakes of any length (for tents, inflatable attractions, etc.) into asphalt/paved surfaces;
- Unauthorized display or sale of goods or services;
- Unauthorized distribution of printed or recorded materials;
- Unauthorized events, solicitations, demonstrations, speeches, the use of any flag, banner, or sign for commercial purposes or to incite a crowd;
- Unauthorized photography, videotaping, or recording of any kind for commercial purpose;
- Engaging in any act (unsafe or other) that may impede the operation of any event, operation, or facility;
- Violation of any posted notice or sign;
- Littering; and
- Additional rules and restrictions may apply for activities and events held at the Venue and can change at any time. Please check with each event for any additional restrictions.

SECURITY AND SAFETY STAFFING

SFUSA is not responsible for Clients, their producers, managers, vendors, and participants lost or stolen property, inventory, or other articles. Venue staff do not operate as security nor does the Venue provide security services during the event or overnight.

SFUSA requires all events to be staffed by at least one (1) off-duty uniformed City of Charleston Police Officer. An officer is required to be scheduled and present at the Venue 30-minutes before and 30-minutes after the Event. The Venue office, in partnership with the City of Charleston Police Department, will at their discretion, determine the number of officers required for an event. All officer staffing fees are estimated on the Agreement. Client will be billed for any additional security hours with the final invoice.

The Venue office will determine the need for additional labor, security personnel, or fire watch personnel for any event. Cost for such personnel will be the Client's responsibility and will be included in the estimate. Client will be billed for any additional labor, security, and fire watch hours with the final invoice.

SET-UP AND STRIKE

Set-up and strike days are available pending other reservations and will be charged at 50% of full rate. Early deliveries and late pick-ups (other than day of the event) may be made based on availability and a charge may apply. All deliveries and pick-ups must be coordinated in advance with the Venue office and cannot be guaranteed.

One week prior to the event, Client is required to provide to the Venue office an event "schedule" listing delivery and pick-up times for all vendors (i.e. caterer, bartender, audio/visual company, guest artists, etc.) and times the Client wishes the building to be open for use.

Care must be used with hand trucks or other similar types of tools to prevent damage to the Venue. All load-ins and load-outs must be done through the loading dock. The elevator may be utilized for load-in and load-out purposes with prior approval from SFUSA to ensure elevator pads and use is coordinated

It is the responsibility of the Client, Event Manager, caterers, bartending services, and all necessary vendors to ensure the following are completed immediately after the event, returning the Venue to its pre-event condition in all interior and exterior spaces;

1. Clean up and remove from the Venue all remaining food, beverages, decorations, equipment, garbage, rentals, signage, and all event-related items;
2. Place all event-generated trash in the outdoor dumpsters. Cardboard boxes must be broken down. If the event-generated trash exceeds dumpster capacity, Client may incur charges for extra trash service/pick-up; and
3. Sweep and mop floors.

The Client and/or Event Manager are responsible for any damages that occur during the duration of the event – including decorating and cleanup.

SIGNAGE

Posters, signs, banners, flyers, etc. are the responsibility of Client and/or Event Manager and may NOT be attached (stapled, taped, adhered, or nailed) to any external or internal structure on Venue property. Easels, free-standing, and self-supported signage is preferred. All temporary signage requires prior approval from the Venue office. Placement of approved directional or informational sign/banners at the Venue may be set up the day of the event to direct the public to the event. No event-related signage may obstruct Venue signage, sponsors, or other advertising. Client and/or Event Manager are responsible for removal of all temporary signage immediately after the event, returning the Venue to its pre-event condition in all interior and exterior spaces. Any signage, posters, banners, signs, and/or other promotional items NOT removed after an event are subject to a \$25 charge per item. Venue management reserves the right to dispose of these items at its discretion and without liability to Client.

STAFFING

The basic rental fees do not include audio/visual staffing, box office/event/house/usher/venue staff, custodial support, labor for set-up/strike, or security. One (1) Venue steward is included with the basic rental and will be available onsite for event load-in, event hours, and event load out to assist with Venue access and questions. Please work with your Venue contact for any additional event labor needs, outside of the above. Cost for such personnel will be the Client's responsibility and will be included in the estimate. Client will be billed for any additional labor, security, and fire watch hours with the final invoice.

STORAGE OF ITEMS AND RECEIVING

Early deliveries and late pick-ups (other than day of the event load-in) may be made based on availability and a charge may apply. All deliveries and pick-ups must be coordinated in advance with the Venue office and cannot be guaranteed. The Venue shall not be responsible or liable in the receipt, handling, care, or custody of property of any kind shipped or otherwise delivered to the Venue, either during or subsequent to the use of the facilities by the Client. The Client assumes all responsibility for any goods or materials, which may be brought on site before, during, or after an event.

The Venue will not accept mail and/or deliveries for Clients, Event Managers, vendors, and/or their events.

TOBACCO-FREE VENUE

Memminger Auditorium is a tobacco-free property. The use of tobacco products, nicotine, and electronic smoking devices and paraphernalia are not permitted anywhere on the premises. Failure to comply will result in fines per occurrence and/or other immediate actions taken against the Client.

TAXES

The Client is responsible for the payment of all taxes, fees, and charges required by any legal authority associated with its event and use of the Venue.

Contact the South Carolina Department of Revenue for more information about sales taxes.

TENTS

The Client and/or Event Manager shall contact the Venue office prior to contracting with any tent, inflatable, and/or other event services vendor. For any tent anchoring system;

- Concrete, water, or other types of (above-ground) weights are the only anchoring system permitted on the grounds;
- Absolutely no stakes (of any length) are allowed into asphalt, paved surfaces, grassy areas, or landscaped areas; and
- Tie offs to the Venue's trees, facilities, and furnishings is not permitted.

SFUSA shall have final approval on any/all placement, layout, and anchoring procedures.

VENDORS

Preferred Vendor List

The Venue's Preferred Vendor List is a compilation of event professionals in/around the area that the Venue works with frequently and therefore, those vendors are most familiar with our Venue facilities and policies. While Clients are not required to use vendors on this list, there may be some services and items that can only be provided by these vendors at our Venue including, but not limited to, uniformed security by the Charleston Police Department, hanging/rigging of any equipment and scenery, utility services, etc.

Vendor Requirements

Client must provide a full list of vendors as well the appropriate insurance documents for each vendor to the Venue office no less than fifteen (15) days to the event load-in. Please note, that updated insurance documents and permits for vendors on our Preferred Vendor List are on file with the Venue office and therefore Client is not required to provide.

The Client, and not SFUSA, is responsible for contracting with its vendor (Preferred Vendor or other vendor) for services at the Client's event.

WI-FI AND INTERNET

The Venue offers complimentary Wi-Fi across the property. Please note that it is a free, password protected system so there are no guarantees to anyone that it will always be working or that they will be able to access it with their device. The Venue provides no technical support or troubleshooting support for free Wi-Fi access.

If Internet access is an important service required for your event and if you require enhanced Internet capabilities for payment processing, exhibit, and/or presentation needs, Clients should contact the venue office thirty (30) days prior to their Event to discuss additional options. Additional charges may apply for these enhanced services.