

Festival Hall
Venue Policies and Event Guidelines

Below are the Venue Policies and Event Guidelines (Policies) for the rental and use of Festival Hall (Venue). **Please read carefully as these Policies contain information concerning possible expenses pending CLIENT'S Event plans.** The terms of these Policies are incorporated into every Agreement signed by the CLIENT and Licensor/Manager. CLIENT is responsible for reading, understanding, and adhering to these Policies for themselves, their managers, producers, vendors, and participants. Festival Hall is managed by Spoleto Festival USA, Inc. (Licensor/Manager).

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VENUE POLICIES AND EVENT GUIDELINES

Use of Festival Hall (Venue) is by a temporary License Agreement (Agreement) between the License Agreement CLIENT (CLIENT) and Spoleto Festival USA, Inc. (Licensor/Manager). The terms of these Venue Policies and Event Guidelines (Policies) are incorporated into every Agreement signed by a CLIENT and Licensor/Manager. CLIENT is 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. Licensor/Manager 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 rental fees 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

Licensor/Manager 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 Licensor/Manager 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 Licensor/Manager along with proper payment(s) and required insurance documents;
3. Licensor/Manager has signed the Agreement; and
4. Other required documents and paperwork (if applicable) received by the Licensor/Manager.

Should CLIENT fail to return the required documents or payment(s) by designated dates, as stated herein, Licensor/Manager 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 Licensor/Manager.

ACCESS BY STAFF

Licensor/Manager, their 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. Licensor/Manager 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:

1. setting up a system to I.D. all patrons and refusing beverage service to any attendee or guest who is without proper identification or a minor (under the age of 21);
2. ensuring no alcoholic beverages are provided to, in possession of, or consumed by minors (under the age of 21);
3. refusing beverage service to any attendee or guest who appears to be intoxicated, underage, or without proper identification;
4. ensuring attendees and guests are not self-serving alcoholic beverages;
5. closing all bars and stopping alcohol distribution/service 30-45 minutes before the end of the event; and
6. ensuring no alcoholic beverage shall be carried or otherwise taken off the Premises.

CLIENT acknowledges that it may not do business under any liquor license associated with Festival Hall, Licensor/Manager, 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 Licensor/Manager 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 Licensor/Manager. CLIENT must also provide insurance coverage that meets or exceeds the requirements set forth in the Insurance Requirements section (page 14).

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 Licensor/Manager. CLIENT must also provide insurance coverage that meets or exceeds the requirements set forth in the Insurance Requirements section (page 14).

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 Licensor/Manager 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, landscaping, signs, pipes, locks, conduits, electrical, or utility 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 Licensor/Manager. Please coordinate any special needs with the Licensor/Manager 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. Licensor/Manager 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, Licensor/Manager will have the right, but not the obligation, to provide or arrange for such auxiliary aid or service, and CLIENT will reimburse Licensor/Manager the cost of providing or arranging for such auxiliary aid or service as determined by Licensor/Manager.

CLIENT shall be responsible for ADA requirements that apply to accommodations, ticket prices, ticket sales, accessible seating, companion seating, and staff training.

AMPLIFICATION, MUSIC AND NOISE RESTRICTIONS

In order to protect the well-being and experience for all persons at the Venue, Licensor/Manager 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. Licensor/Manager, 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 Licensor/Manager.

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

Licensor/Manager 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 approved animals on the grounds must use every precaution to ensure the safety of all people attending the event.

Licensor/Manager 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, or containment area, 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

Licensor/Manager 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, Licensor/Manager staff 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.

BOX OFFICE AND TICKETING

1. The CLIENT, not the Licensor/Manager, is responsible for all ticket sales and ticket management (if applicable to the Event). The Licensor/Manager will not sell or facilitate tickets for any Event.
2. The Venue's box office is only accessible for use during each scheduled performance/event day and/or hours mutually agreed upon in writing by the Licensor/Manager.
3. CLIENT shall be responsible for ADA requirements that apply to ticket prices, ticket sales, accessible seating, companion seating, and staff training.
4. The CLIENT may not cause or permit to be sold or distributed a number of tickets or passes for admission in excess of the approved seating capacity of the applicable Event or admit into the Venue a larger number of persons than can safely or freely move about therein. Tickets or passes for standing room will be sold or distributed only upon written permission from the Licensor/Manager.

BROADCAST, PHOTOS AND VIDEOS

CLIENT may not televise, broadcast, or record (audio or video) during use of the Venue without the consent of Licensor/Manager.

Licensor/Manager 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 Licensor/Manager 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 Licensor/Manager and its initiatives, including, by way of example only, use on websites, in social media, news, and advertising.

By entering the 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 Licensor/Manager is advised by CLIENT.

CANCELLATIONS

Cancellation of any event must be done in writing, preferably in email form, to the Licensor/Manager.

Any CLIENT who cancels their Event eighty-nine (89) or fewer days from the scheduled Event and/or load-in date shall receive no refund for any fee(s) paid. Any CLIENT who cancels ninety (90) days or more prior to the scheduled Event and/or load-in date 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 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 forfeit all fees paid as liquidated damages to Licensor/Manager.

The Licensor/Manager will not be responsible for providing refunds for tickets sold by the CLIENT. CLIENT agrees to provide said refunds. 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 cancellations.

CLEANING AND WASTE

CLIENT is responsible for ensuring proper cleaning and waste management is being handled throughout load-in, rehearsals, the Event, and load-out. The CLIENT is responsible for any damages that occur during the duration of the Event – including decorating and cleanup.

A limited number of waste bins will be provided in the Venue's main lobby, dressing rooms, and guest restrooms with can liners. Licensor/Manager does not provide any additional waste bins or trash liners. CLIENT must plan for and provide additional back-of-house and front-of-house waste bins to accommodate Event waste. The Venue has one (1) four (4) yard dumpster on the loading dock. CLIENT should ensure event-generated trash does not exceed dumpster capacity and be prepared to remove any trash that doesn't fit into one (1) four (4) yard dumpster.

During Load-in, Rehearsals, & Events

It is the responsibility of the CLIENT to ensure the following are completed throughout any load-in, rehearsals, and Event activity at all times in all interior and exterior spaces;

1. Food, beverages, and waste must be managed and disposed of properly and is never to be left out overnight;
2. Sweep, vacuum, and mop as needed;
3. Empty all waste bins throughout the Premises and replace with proper liners; and
4. Place all event-generated trash in the outdoor dumpster. Cardboard boxes must be broken down.

Restore Venue

It is the responsibility of the CLIENT 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. Return and properly store all venue assets (tables, chairs, etc.);
2. Clean up and remove from the Premises all remaining food, beverages, decorations, equipment, garbage, rentals, signage, and all event-related items;
3. Empty all waste bins throughout the Premises;
4. Place all event-generated trash in the outdoor dumpster. Cardboard boxes must be broken down. If the event-generated trash exceeds dumpster capacity, CLIENT should remove extra trash from the Premises or may incur charges for extra trash service/pick-up; and
5. Sweep, mop, and vacuum all floors.

It is the responsibility of the CLIENT to notify their Event Manager and all vendors of the above guidelines.

Guest Restroom Attendant

Licensor/Manager requires all events to be staffed by a custodial attendant in guest restrooms. Restroom attendants are required to be scheduled and present at the Venue 30-minutes before attendees arrive and 30-minutes after attendees have departed. Licensor/Manager, will at their discretion, determine the number of restroom attendants, hours, and shift time required for an event. All restroom attendant staffing fees are estimated on the Agreement however, all restroom attendant fees are determined by a third-party vendor and therefore, these fees are subject to change without notice. CLIENT will be billed for any additional restroom attendant hours with the final invoice.

CLIENT RESPONSIBLE FOR EMPLOYEES AND PARTICIPANTS

The Licensor/Manager will not be responsible for the CLIENT'S employees, performers, or others under the CLIENT'S control and the CLIENT hereby assumes all responsibility and liability for such persons under all applicable federal, state, and local laws, including, but not limited to those relating to taxes, withholding, unemployment compensation or insurance, social security, workers' compensation, disability benefits, employment of minors, employment of individuals requiring visas or working permits.

CLIENT RESPONSIBLE FOR MINORS

Children and minors must be supervised at all times. Licensor/Manager is not responsible for unattended children and minors and requires that the CLIENT designate someone to supervise all children and minors.

DECORATIONS, EFFECTS AND SCENIC

Decorations and Scenery

Decorations, scenery, and signage 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 landscaping, on the Premises. 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 the Event are subject to a minimum \$25, or greater, per item charge. Licensor/Manager reserves the right to dispose of these items at its discretion and without liability.

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

The use of glitter, rice, or birdseed is strictly prohibited inside or outside of the Venue. Use of confetti requires prior approval from the Licensor/Manager 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 Licensor/Manager as they may activate the fire alarm system. Use of these effects requires written prior approval from Licensor/Manager. 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 Licensor/Manager prior to the use of these effects.

Hanging, Rigging and Lifts

The Venue has an intricate catwalk system above the performance hall that can help support a wide variety of production and suspension activities. Any hanging or rigging from the catwalk must be approved prior to event load-in and discussed in advance with the Licensor/Manager to ensure safety and adequate labor. Access and stairs leading to the catwalk are strictly limited to only those individuals who have essential work in the catwalk and are approved in advance by Licensor/Manager. Client and their vendors must request access and escort to the catwalk to the Licensor/Manager prior to event load-in. Licensor/Manager 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 Licensor/Manager prior to delivery and use.

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

EVENT MANAGER

At least one Event Manager (professional event planner) must be designated and present at all hours for each event (load-in, event, load-out). 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. CLIENT is required to have an assigned Event Manager at the Venue until the last person leaves the facility. The CLIENT'S Event Manager is responsible for the following;

1. Main point of contact for Licensor/Manager regarding all event and contract related needs for CLIENT'S Event;
2. Event communication;
3. Event timeline (dock and driveway schedule, load-in, Event, load-out);
4. Vendor communication, management, and scheduling;
5. Should emergency personnel (Fire Dept., EMT, Sheriff's Dept., etc.) be called or respond to any incident related to an event, the Event Manager shall contact onsite Venue staff immediately;
6. Onsite event coordination, driveway and loading dock management, logistics, and needs during load-in, the Event, and load-out;
7. Ensuring compliance with Agreement terms and Venue Policies, and that the Premises is cleaned and fully restored during load-out; and
8. Present until the last person and/or vendor leaves the Premises.

CLIENT shall provide the Licensor/Manager 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 any event 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. 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 Licensor/Manager as they may activate the fire alarm system. Use of these effects requires written prior approval from Licensor/Manager. 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 Licensor/Manager prior to the use of these effects.

Sternos, sautéing, fryers, ovens, or other cooking equipment require advance notification to the Licensor/Manager. If use of these items is not discussed and approved prior to the 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 the Licensor/Manager 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 written permission from the Licensor/Manager 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 Licensor/Manager regarding your Event and the allowed occupancy.

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

FOOD AND BEVERAGE

Before an event, CLIENT is required to notify the Licensor/Manager 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 Licensor/Manager 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 Licensor/Manager and therefore CLIENT is not required to provide.

The CLIENT, and not Licensor/Manager, is responsible for contracting with and managing 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 catering equipment, 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.

The Licensor/Manager will not be responsible for providing refunds for tickets sold (if applicable) by the CLIENT. CLIENT agrees to provide said refunds. 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

CLIENT, their managers, producers, vendors, participants, and all others working in or entering the Premises 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 overhead door.

Capacity

CLIENT shall not admit to the Premises a larger number of persons than the 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 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. CLIENT, their managers, and Venue staff will assist in the evacuation by giving instruction and assistance.

HAZARDOUS WASTE

The CLIENT, the Event Manager, and vendors 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 Premises.

HURRICANE, STORM SURGE, TROPICAL STORM CLOSURES AND REOPENING

Watch

In the event the City of Charleston, National Hurricane Center, National Weather Service, and/or South Carolina Emergency Management Division issues a hurricane, storm surge, or tropical storm watch (a hurricane, storm surge, or tropical storm is expected to reach the area, typically within 48 hours) and/or possible plans for an emergency evacuation due to incoming weather conditions for Charleston, SC or the immediate surrounding area, the CLIENT and Licensor/Manager will begin discussing plans for postponement and cancellation of any activity and events at the Venue and preparation to close and secure the Premises will begin.

Warning

In the event the City of Charleston, National Hurricane Center, National Weather Service, and/or South Carolina Emergency Management Division issues a hurricane, storm surge, or tropical storm warning (a hurricane, storm surge, or tropical storm is expected to reach the area, typically within 36 hours) and/or an emergency evacuation due to incoming weather conditions for Charleston, SC or the immediate surrounding area, all activity and events at the Venue will be postponed or cancelled immediately. Final preparation to close and secure the Premises will be completed.

Closure

During and following a closure due to a hurricane, storm surge, or tropical storm warning or activity, access by the CLIENT and any other personnel to the Premises will be unavailable until local authorities and Licensor/Manager have advised it is safe to do so.

Reopening

Following authorization from local authorities and inspection for damages and hazards on the Premises, Licensor/Manager will contact CLIENT to discuss plans to access the Premises, for rescheduling any events, and/or to resume any activities and events.

The Licensor/Manager will not be responsible for providing refunds for tickets sold (if applicable) by the CLIENT. CLIENT agrees to provide said refunds. 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 or closure due to a hurricane, storm surge, or tropical storm.

INSURANCE REQUIREMENTS

CLIENT 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 Licensor/Manager 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, Licensor/Manager, 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 Licensor/Manager upon signing of this Agreement. CLIENTS 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 Licensor/Manager, 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. \$1,000,000 for injuries, including death, sustained by one person;
2. \$2,000,000 for injuries, including death, sustained by two or more persons; and
3. \$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, Licensor/Manager, 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 Licensor/Manager 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 Licensor/Manager, 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 Licensor/Manager 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, CLIENT, participants, and spectators may be required to sign a Release and Waiver of Liability form required by the Licensor/Manager. 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 participants and spectators and returned to the Licensor/Manager at the time of event check-out.

If CLIENT would like to use additional forms for waivers and/or liability release, the forms must be provided to the Licensor/Manager no less than sixty (60) days prior to the Event load-in for approval. CLIENT cannot use waivers and/or liability release forms that have not been approved by Licensor/Manager.

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 scene bay 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 (swept, mopped, vacuumed, all trash removed) 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 Licensor/Manager prior to the Event load-in.
2. **House Light Wash:** The Venue is equipped with a basic lighting package. Its use should be discussed prior to the Event load-in and requires an outside production company for anything above and beyond the basic light wash.
3. **Traveler Curtain:** The North/Black room is equipped with a black traveler curtain on a horizontal track. 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. Located behind the traveler curtain in the North/Black room is storage for the Venue. Due to storage, there is generally no access behind the traveler curtain, nor can additional items be stored in this location. With enough advance notice, some items may be able to be relocated to the scene bay however, CLIENT may incur costs associated with moving and storing these items.

Venue equipment may be operated only by personnel approved by the Licensor/Manager. The CLIENT will not permit any of its employees, vendors, or other representatives to use or operate any equipment of the Licensor/Manager without the Licensor/Manager's prior consent including, without limitation, catwalks, curtains, lighting, rigging, sound, stage decks, and tools. The CLIENT will be solely responsible for the cost of repair or replacement of any equipment damaged by the CLIENT and the CLIENT'S employees, vendors, or other representatives.

Not Included with Rental

The basic rental fees do not include audio/visual equipment or staffing, catering, chairs, chain motors, custodial, decorations, 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 and should be discussed prior to the Event load-in. 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 and should be discussed prior to the Event load-in. Under supervision from Venue staff, a vendor must be hired by the CLIENT to set-up and strike these decks. The Venue does not provide labor to set and strike these decks.

Please work with the Licensor/Manager 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. The CLIENT will be solely responsible to obtain all necessary rights and pay all costs arising from the use of patented or copyrighted materials, equipment devices, processes of dramatic rights used or incorporated in the conduct of each event or in connection therewith. The CLIENT will be solely responsible to obtain all necessary public performance rights and/or pay licensing/royalty fees that may be required for any and all performances (e.g., licensed theatrical performance rights and/or licensed concert performance royalties such as ASCAP, BMI, SESAC, Samuel French, Music Theatre International, etc.). The CLIENT will secure, at least thirty (30) days prior to each production run, any and all consents, licenses, certificates, permits that may be required for any and all performances of the Event and/or for use of any motion picture, television, radio broadcasting or recording, and/or for use of machines or equipment in connection therewith.

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 Licensor/Manager, the Charleston County School District, and the City of Charleston from and against any liability resulting from CLIENT'S noncompliance with such payments, licenses, rules, and/or mandates.

Licensor/Manager reserves to the right to request copies of any licenses and/or permits.

LOADING DOCK AND DRIVEWAY ACCESS

CLIENT is advised to coordinate and communicate a dock and driveway schedule for all deliveries and pick-up to ensure the dock and driveway is accessible and manageable for their vendors. If your Event has multiple deliveries and vendors, we suggest a dock coordinator be provided and staged at the loading dock and/or driveway to assist with access and day of coordination. The Licensor/Manager does not provide support for dock and driveway management.

Access

1. Access to the driveway and the loading dock at the Venue must be coordinated and scheduled ahead of time. This must be organized and scheduled by the Event Manager. While the driveway can accommodate multiple vehicles at once, it can become problematic for load-in and load-out flow if vendors are blocked in.
2. If CLIENT and/or vendor does not require the use of the loading dock, CLIENT should schedule access for driveway access only where the vendor will load/unload into the double glass doors.
3. For anything larger than a box truck (semis, trucks with large trailers, etc.), please schedule a time with the Licensor/Manager to walk through driving directions, road coordination, and how to access the driveway/loading dock.
4. The Event Manager, or someone designated by the Event Manager or CLIENT, will manage access to the driveway and the loading dock.
5. The driveway and loading dock are located on the west side of the premises. Entrance is through the iron gate from Beaufain Street.
6. Vendors should identify parking options to relocate their vehicles ahead of time. The Venue does not have any onsite parking of any kind.

Rules & Regulations

1. The loading dock and driveway must be clear of all vehicles and non-event related items no less than one (1) hour prior to any guest entering the Premises and/or doors scheduled to open. The garden courtyard gates must be closed one (1) hour before Event start. Licensor/Manager will not permit guests to enter, nor can the Event begin, until all vehicles have relocated from the Premises.
2. Vehicles are not permitted to enter/exit/move while the Event is active and/or while guests are present.
3. No vehicle is permitted to stay in the driveway or loading dock during an event without prior written approval from the Licensor/Manager.
4. The loading dock and driveway are available for active loading and unloading only. Once equipment is delivered to or loaded at the loading dock or driveway, all vehicles must be moved from the Premises.
5. There is no parking on or blocking of the sidewalk, driveway, gates, etc. in and around the Venue at any time. If the driveway and loading dock are full, you will need to relocate your vehicle and wait for access.
6. Load-out access will begin once all guests are clear of the garden courtyard and Venue staff have opened the driveway gate.
7. Any non-compliance will be subject to tickets and/or towing at the owner's expense including possible fees imposed to the CLIENT.

LOAD-IN AND LOAD-OUT

Load-in and load-out (set-up and strike) days are available pending other reservations. 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 Licensor/Manager and cannot be guaranteed.

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 Licensor/Manager to ensure elevator pads and use is coordinated.

It is the responsibility of the CLIENT to ensure the following are completed immediately after the Event, returning the Premises to its pre-event condition in all interior and exterior spaces;

1. Clean up and remove from the Premises all remaining food, beverages, decorations, equipment, garbage, rentals, signage, and all event-related items;
2. Empty all waste bins throughout the Premises;
3. Place all event-generated trash in the outdoor dumpster. Cardboard boxes must be broken down. If the event-generated trash exceeds dumpster capacity, CLIENT should remove extra trash from the Premises or may incur charges for extra trash service/pick-up; and
4. Sweep, mop, and vacuum all 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 their Event Manager and all vendors of the above guidelines.

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 Licensor/Manager office where individuals can coordinate a time for pick-up. While individual events may also feature event-specific Lost and Found areas, the Licensor/Manager is not responsible for any CLIENT, Event Manager, vendor, participant, attendee, and/or others lost or stolen property, inventory, or other articles.

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 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 Licensor/Manager along with proper payment(s) and required insurance documents;
3. Licensor/Manager has signed the Agreement; and
4. Other required documents and paperwork (if applicable) received by the Licensor/Manager.

Should CLIENT fail to return the required documents or payment(s) by designated dates, as stated herein, Licensor/Manager has the right to cancel the Agreement and the Event without further notice.

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

The Licensor/Manager reserves the right to promote a CLIENT'S public event via Venue 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 Festival Hall in publicity and/or promotional materials for the Event or promotion may use the following options only;

- Venue Name: "Festival Hall"
- Venue Address: 56 Beaufain Street, Charleston, SC 29401
- Venue Website: www.FestivalHallCharleston.com
- Venue Social Platforms: Facebook: www.facebook.com/FestivalHallCHS
Instagram: www.instagram.com/festivalhallchs
- Graphic Elements: Requests for graphic elements, guidelines, and restrictions for promotional use can be made to the Licensor/Manager at info@festivalhallcharleston.com. Use of any Festival Hall logo, mark, tagline, or other graphic element must be approved by Licensor/Manager prior to use.

PARKING

Fire Lane

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

Loading and Unloading

The loading dock and driveway 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 Licensor/Manager. Any non-compliance will be subject to tickets and/or towing at the owner's expense.

CLIENT is advised to coordinate and communicate a dock and driveway schedule for all deliveries and pick-up to ensure the dock and driveway is accessible and manageable for their vendors. If your Event has multiple deliveries and vendors, we suggest a dock coordinator be provided and staged at the loading dock and/or driveway to assist with access and day of coordination. The Licensor/Manager does not provide support for dock and driveway management.

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

CLIENT must meet the requirements set forth under the Loading Dock and Driveway Access section of this document (page 18).

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).

1. Wentworth Garage – 12 St. Philip St
2. Majestic Square – 153 Market St. #151
3. Metered spaces are across from Memminger Elementary School – 45 Archdale Street

Permits

Parking on sidewalks is not permitted at any time. For events that may impede street or sidewalk traffic, CLIENT 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 and/or load-in date shall receive no refund for any fee(s) paid. Any CLIENT who cancels ninety (90) days or more prior to the scheduled Event and/or load-in date 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).

Cancellation for Late Payment

Any 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 forfeit all fees paid as liquidated damages to Licensor/Manager.

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

Licensor/Manager accepts the following for payment;

1. ACH or wire transfer
2. Cash
3. Check: Make check payable to SPOLETO FESTIVAL USA, INC. and include the ¹Event Name and ²Date in the memo line
4. Credit card

Payment Schedule

1. Deposit (retainer fee and refundable damage deposit)	Due as outlined in the CLIENT'S signed Agreement and with 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 along with 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 Agreement terms and Policies are met and there are no damages to the premises). 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 required for the Event and should be held no less than fifteen (15) days prior to the Event's 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 the Licensor/Manager to schedule your planning meeting.

RULES AND CODE OF CONDUCT

The following are prohibited at Festival Hall;

1. No smoking or vaping on the premises (Festival Hall is a tobacco-free property);
2. No weapons of any kind;
3. Illegal drugs and/or related paraphernalia;
4. Outside alcoholic beverages;
5. Blocking any building, booth, exhibit, concession stand, performance, ticket window, gate, stage doorway, walkway, fire exit, or stairway so as to impede access;
6. Any activity constituting a hazard to the safety of self or others;
7. 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;
8. Pets or other animals, except approved service animals;
9. Fireworks and explosives;
10. Stakes of any length (for tents, inflatable attractions, etc.) into asphalt/paved surfaces;
11. Unauthorized display or sale of goods or services;
12. Unauthorized distribution of printed or recorded materials;
13. Unauthorized events, solicitations, demonstrations, speeches, the use of any flag, banner, or sign for commercial purposes or to incite a crowd;
14. Unauthorized photography, videotaping, or recording of any kind for commercial purpose;
15. Engaging in any act (unsafe or other) that may impede the operation of any event, operation, or facility;
16. Violation of any posted notice or sign;
17. Littering; and
18. 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.

SCHEDULE

At forty (40) days prior to the Event, CLIENT is required to provide to Licensor/Manager a preliminary event schedule and ten (10) days prior to the Event, CLIENT is required to provide to Licensor/Manager a final and detailed event schedule that outlines (dates, times, happenings, person/vendors involved) the following;

1. load-in;
2. driveway and loading dock delivery and pick-up activity/times for all vendors (i.e. caterer, bartender, audio/visual company, guest artists, etc.);
3. rehearsals;
4. the Event hours (doors open, event begins, doors close);
5. happenings during the Event (ceremony time, performances, cake cutting, etc.); and
6. load-out.

SECURITY AND SAFETY STAFFING

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

Licensor/Manager 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 attendees arrive and 30-minutes after attendees have departed. Licensor/Manager, in partnership with the City of Charleston Police Department, will at their discretion, determine the number of officers, hours, and shift time required for an event. All officer staffing fees are estimated on the Agreement however, all off-duty officer fees are determined by the City of Charleston and therefore, these fees are subject to change without notice. CLIENT will be billed for any additional off-duty hours with the final invoice.

Licensor/Manager 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. CLIENT will be billed for any additional labor, security, and fire watch hours with the final invoice.

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 the Premises. Easels, free-standing, and self-supported signage is preferred. All Event signage requires prior approval from the Licensor/Manager. Artwork for signage should be sent to the Licensor/Manager for approval no less than thirty (30) days prior to the intended install date. 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 is 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. Licensor/Manager reserves the right to dispose of these items at its discretion and without liability to CLIENT.

External Signage

1. Advance and written approval from the Licensor/Manager is required for any CLIENT that wishes to place any banners or signage outside of the Venue. Artwork for requested banners and signage should be sent to the Licensor/Manager for approval no less than thirty (30) days prior to the intended install date. Licensor/Manager will have final design approval.
2. The Venue offers three (3) vertical banner display points on the portico. These banners must be produced and installed by the Licensor/Manager's approved vendor. Costs associated with the banner design, production, installation, and materials are the responsibility of the CLIENT. Artwork for requested banners and signage should be sent to the Licensor/Manager for approval no less than thirty (30) days prior to the intended install date. Licensor/Manager will have final design approval.

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 the Event load-in, Event hours, and Event load-out to assist with Venue access and questions. Please work with Licensor/Manager for any additional event labor needs, outside of the above. Costs for such personnel will be the CLIENT'S responsibility. 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 Licensor/Manager and cannot be guaranteed. The Licensor/Manager 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 Licensor/Manager and Venue will not accept mail and/or deliveries for CLIENT, Event Managers, vendors, and/or their Event.

TOBACCO-FREE VENUE

Festival Hall 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, including admission taxes and sales taxes.

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

TENTS

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

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

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

CLIENT should confirm with their vendors that all tents are to be removed during the scheduled load-out.

UTILITIES

All utilities are property of Licensor/Manager, and it is prohibited for anyone to access, tamper, or otherwise utilize said utilities without proper arrangements with Licensor/Manager. Costs for repairs, damages, etc. resulting from unauthorized use of utilities will be assessed.

1. **Overhead house lighting:** In order to best manage electrical consumption, Licensor/Manager provides full overhead house lighting (basic light wash) during event hours and 50% lighting during load-in, load-out, and rehearsal hours.
2. **HVAC:** As stewards of sustainability and to reduce energy waste, Licensor/Manager maintains a setpoint temperature of 70 - 72 degrees in the Venue and will not operate HVAC service when roll-up doors are open.
3. Any overhead lighting and/or additional HVAC services requested by CLIENT are billable to CLIENT at an hourly rate. For special light and comfort level requests, please contact Licensor/Manager to coordinate and discuss applicable service fees beyond our normal lighting and HVAC scope.

VENDORS

The CLIENT, and not the Licensor/Manager, is responsible for contracting with and managing their vendors (Preferred Vendor or other vendor) for services at the CLIENT'S Event.

At forty (40) days prior to the Event, CLIENT is required to provide to Licensor/Manager a preliminary vendor list and ten (10) days prior to the Event, CLIENT is required to provide to Licensor/Manager a final and detailed vendor list that includes the following for each vendor;

1. Vendor Category (band, catering, florist, lighting designer, officiant, etc.);
2. Company Name;
3. First and Last Name;
4. Phone Number; and
5. Email Address.

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 CLIENT is 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 and/or approved security agencies, hanging/rigging of any equipment and scenery, utility services, etc.

Vendor Insurance Requirements

CLIENT must provide the appropriate insurance documents for each vendor to the Licensor/Manager no less than ten (10) 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 Licensor/Manager and therefore CLIENT is not required to provide.

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 Licensor/Manager and 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, CLIENT should contact the Licensor/Manager thirty (30) days prior to their Event to discuss additional options. Additional charges may apply for these enhanced services.