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## LULLABY STUDIOS VENUE Rental Agreement

This contract defines the terms and conditions under which Lullaby Studios A CC Events Company , (hereinafter referred to as Lullaby Studios), and \_\_\_\_\_ (hereafter referred to as the Customer) agree to the Customer's use of the Lullaby Studios facilities on \_\_\_\_\_ 2023

This contract constitutes the entire agreement between the parties and becomes binding upon the signature of both parties. The contract may not be amended or changed unless executed in writing and signed by Lullaby Studios LLC and the Customer.

Customer Information Customer Name(s): \_\_\_\_\_

Approximate Number of Guests: \_\_\_60 Maximum \_\_\_\_\_

Rental Cost\_\_\$800\_+ TAXES State 7% 1% Berkley County \_\_\_\_\_

Includes venue and the package listed below.

The venue/s described above has been reserved for you for the date and time stipulated. Please note that the hours assigned to your event include all set-up and all clean-up, including the set-up and clean-up of all subcontractors that you may utilize. It is understood you will adhere to and follow the terms of this Agreement, and you will be responsible for any damage to the premises and site, including the behavior of your guests, invitees, agents or sub-contractors resulting from your use of venue/s.

Rental Deposit and Payment Agreement The total cost for use of LULLABY STUDIOS and its facilities described in this contract is listed above. To reserve services on the date/s requested, LULLABY STUDIOS requires this contract be signed by Customer and an initial payment of 50% to be made. A payment plan is attached to your invoice and is expected to be followed. Final payment of the remaining balance of the rental fee is due no less than fourteen (14) days in advance of the event. Deposits and payments will

be made by cash or square invoice on the schedule noted on the invoice emailed to you. A Refundable damage and cleaning deposit in the amount of \$200 will also be due the day prior to your event.

Reservations are taken on a first-come, first-served basis. We will book your date upon receipt of your Deposit.

Date Changes and Cancellation Policy 1. Changes: In the unlikely event the Customer is required to change the date of the event, every effort will be made by LULLABY STUDIOS to transfer reservations to support the new available date. The Customer agrees that in the event of a date change, any expenses including but not limited to deposits and fees that are non-refundable and non-transferable are the sole responsibility of Customer. The Customer further understands that last minute changes can impact the quality of the event and that LULLABY STUDIOS is not responsible for these compromises in quality.

2. Cancellation: In the event customer cancels the event, customer shall notify LULLABY STUDIOS immediately in writing or by email. Once cancelled, the Customer shall be responsible for agreed liquidated damages as follows. A client may cancel at any time, but no monies will be refunded. If clients wishes to reschedule all funds can be used towards a new date minus the retainer(deposit). If inclement weather causes a cancellation for the scheduled event date the event will be charged in full, and the client has the right to reschedule his/her event at the next available date of Lullaby Studios OR UP TO ONE YEAR OUT , No new retainer will be required.

BREACH OF CONTRACT IN THE EVENT OF A BREACH OF THIS AGREEMENT BY THE CLIENT, AND IF SAID BREACH RESULTS IN LITIGATION AGAINST THE CLIENT TO ENFORCE THE PROVISIONS HELD HEREIN, THE CLIENT WILL BE SUBJECT TO ADDITIONAL FEES INCLUDING BUT NOT LIMITED TO ATTORNEY'S FEES, COST OF COURT AND INTEREST CONDITIONS of USE Renter's activities during the Rental Period must be compatible with use of the building/grounds and activities in areas adjacent to the Rental Space and building. This includes but is not limited to playing loud music or making any noise at a level that is not reasonable under the circumstances. Smoking is not permitted anywhere in the buildings. The Rental Space must be cleaned and returned in a condition at the end of an event to a reasonable appearance as it was prior to the rental. Customer is responsible for the removal of all decorations and trash from the property, or placed in a dumpster provided on site.

#### EVENT SET-UP LIMITATIONS

1. All property belonging to Customer, Customer's invitees, guests, agents and sub-contractors, and all equipment shall be delivered, set-up and removed on the day of the event. Should the Customer need earlier access for set-up purposes, this can be arranged for an additional fee. The Customer is ultimately responsible for property belonging to the Customer's invitees, guests, agents and sub-contractors.
2. Rental items by outside vendors must be scheduled for pick-up no later than 11PM\_\_\_\_\_
3. Alcohol service must stop no later than 11:00 PM.
4. Music (DJ or live music) must stop no later than 11:00 PM
5. All guests must be off the LULLABY STUDIOS premises no later than midnight the day of the event (except clean-up crew, with all clean-up to be done by 12:30 am).

SITE VENDORS Caterers: LULLABY STUDIOS has a list of approved caterers to choose from. We DON'T require you to select a caterer(s) from this list. Each caterer must get familiar with the LULLABY STUDIOS rules and regulations.

1. Your catering company is responsible for the set-up, break-down and clean-up of the catered site. Please allow appropriate time for break-down and clean-up to meet the contracted timelines.
2. All event trash must be disposed of in the designated areas at the conclusion of the event.
3. ALL vendors must adhere to the terms of our guidelines, and it is the Customer's responsibility to share these guidelines with them.
4. Floors must be swept as well as moped, there will be a fee if it's not done.
5. Electricity: Be sure to unplug the microwave, turn off speaker, lights and air/heat or there will be a fee.

COURTESY PROTOCOL: The LULLABY STUDIOS reserves the right to request any person or group of people acting unruly and contrary to rental regulations to leave the premises. Assistance from law enforcement agencies may be required if this request is not met immediately.

ELECTRICAL OUTLETS: All electrical outlets on the property are available for use at an event. The vendors are welcome to inspect the locations and numbers of outlets prior to booking.

DECORATIONS: The only adhesive material allowed on the walls is drafting tape which will not damage surfaces. No masking tape, duct tape, electrical tape, transparent tape or double stick tape is allowed. All other decoration must be freestanding. Nails and staples are not permitted at any location. Rice, confetti, REAL flower petals, glitter, fog machines, pyrotechnics, sparklers and blowing bubbles are not permitted inside or outside the facilities.

TABLES AND CHAIRS: We provide tables and chairs as part of our rental package, unless noted otherwise.

DAMAGE/CLEANING DEPOSIT A DAMAGE DEPOSIT IN THE AMOUNT OF \$200.00, IN THE FORM OF A CASHIERS CHECK, MONEY ORDER, SQUARE PAYMENT, Zelle, OR CASH IS DUE SEVEN (1) DAY BEFORE THE EVENT. THE DAMAGE DEPOSIT IS FULLY REFUNDABLE UNLESS DAMAGE OCCURS DURING YOUR EVENT OR IF THE SPACE IS NOT LEFT CLEAN. MAKE SURE FLOORS ARE SWEEPED AND MOPPED. (FEES APPLY IF NOT) MAKE SURE THE RESTROOM AND KITCHEN AREA IS ALSO CLEANED. IF THE EVENT CONCLUDES PAST AGREED TIME A CHARGE OF \$65.00 PER HOUR WILL BE TAKEN FROM THE DAMAGE DEPOSIT AS DETERMINED BY THE FACILITY DIRECTOR. IT IS AGREED THAT ANY ADDITIONAL CHARGES INCURRED DURING THE FUNCTION WILL BE DEDUCTED FROM THE SECURITY DEPOSIT PRIOR TO A REFUND TO THE CLIENT. IF NO CHARGES ARE INCURRED DURING THE FUNCTION AND THERE IS NO DAMAGE TO THE FACILITY OR ITS CONTENTS, THE BUILDING IS LEFT CLEAN FLOORS SWEEPED AND MOPPED. THE ENTIRE DAMAGE DEPOSIT WILL BE REFUNDED WITHIN TEN BUSINESS DAYS FOLLOWING THE EVENT. THE FACILITY RESERVE THE RIGHT TO COLLECT FROM THE CLIENT ANY CHARGES AND/OR DAMAGES NOT COVERED BY THE DAMAGE DEPOSIT INCURRED BY THE CLIENT'S USE OF THE ROOM.

LOSS OR DAMAGE TO PROPERTY The facility is not responsible for loss or damages of any personal property. The Client is responsible for the theft of any damages done to the facility's property by Clients'

guest, attendees, employees, independent contractors, and/or other agents under the Client's contract. The security deposit may be used to cover damages or charges. The facility shall not assume responsibility for the damage or loss of any article left unattended. The facility will not be responsible for the damage or loss of any items contracted for by the renter through outside vendor (i.e. audio visual, floral, wedding items, decorations, etc.) lessee agrees to indemnify and save the owner of the premises harmless against all claims for damages to persons or property by reason of the use of the leased premises and all expenses incurred by owner including attorney's fees and court costs,

**\*\*\*IF YOUR PACKAGE OFFERS DÉCOR YOU WILL BE RESPONSIBLE FOR REMOVING ALL TRASH FROM THE FACILITY AND STACKING ALL PLATES, CHARGERS, AND CUPS ON ONE TABLE, CLEANING ANY AND ALL SPILLS. REMOVING THE TRASH AND CLEANING THE FLOOR FEES APPLY IF UNDONE. CLEANUP SERVICE IS NOT OFFERED .**

**CLOSED SETUP: All events are a closed setup, due to covid and other reasons we like to have a private setup. Meaning no vendors, friends, family or clients can come sit and watch us work or interrupt while working. If other people /vendors are to be present we need to know the times in which they are to arrive so what they are assigned to do does not interfere with what we are assigned to do. WE DO NOT HANDLE YOUR EVENT PLANNING NEED UNLESS HIRED AND PAID TO DO SO, WE WILL NOT ASSIST YOUR OTHER VENDORS FRIENDS OR FAMILY WITH ANY NEEDS OUTSIDE OF WHAT WE WAS HIRED TO DO**

**LULLABY STUDIOS DOES NOT ALLOW EVENTS WITH TICKET SALES ANY AND ALL ILLEGAL ACTIVITY WILL FORFIET ALL MONEY PAID INCLUDING DEPOSIT. YOUR EVENT WILL BE CANCELLED, AND YOU WILL BE ASKED TO LEAVE THE FACILITY**

Signature \_\_\_\_\_

Print \_\_\_\_\_ Date \_\_\_\_\_