NOTICE OF MEETING

A meeting of the Committee on Real Estate will be held beginning at 3:00 p.m. Monday, August 15, 2022, Conference Call: 1-929-205-6098; Access Code: 835 678 884. The agenda will be as follows:

AGENDA

Invocation – Councilmember Waring

Approval of Minutes:

July 18, 2022

a. Approval for the rental of Festival Hall for the MOJA Arts Festival on October 7, 8, 9, 2022. (56 Beaufain St., Charleston, SC 29401)

b. Approval for the rental of Festival Hall for the MOJA Arts Festival on November 11, 12, 13, 2022. (56 Beaufain St., Charleston, SC 29401)

c. Authorization for the Mayor to execute on behalf of the City a Second Amendment to the Management and Operating Agreement with the Charleston Area Convention & Visitors Bureau. [Ordinance]

d. Ordinance authorizing Mayor to execute a First Amendment to Lease Agreement between City of Charleston and South Carolina Aquarium. (Charleston Maritime Center – 10 Wharfside Street). [Ordinance]

e. Authorization for the Mayor to accept on behalf of the City of Charleston as Grantee, irrevocable deed restrictions in favor of the City in and to 833 Morrison Drive, from Morrison Yard Owner, LLC, in connection with Grantor’s request for Quality Outdoor Public Space incentive points and height/density bonuses under the Upper Peninsula District Zoning Ordinance. (TMS# 459-07-00-010) [Ordinance]

f. Ordinance authorizing Mayor to execute on behalf of the City a utility easement approved as to form by the Office of Corporation Counsel, to Dominion Energy South Carolina, Inc., encumbering a portion of the City’s real property designated as Charleston County TMS No. 277-00-00-003, within the Right of Way shown on reference Drawing D-78456, to permit installation of overhead electric line to the soccer field and lacrosse field on Daniel Island. [Ordinance]
g. Authorization for the Mayor to execute a Right of Purchase on behalf of the City of Charleston, to repurchase 56 Nunan Street from Freedom Mortgage for an amount of $135,000.00. The Right of Purchase will only be exercised if the homeowner is unable to secure funding from SC Housing to repay the arrearages that exist. Staff has been advised that the assistance is approved, and the arrearages will be addressed. Awaiting final notification and documentation related to this approval. Based on the timing of the transaction the City of Charleston may utilize CDBG-Program Income Funding to re-acquire this property in lieu of Fee-In-Lieu funds. (TMS# 460-07-01-025)

h. Authorization for the Mayor to execute, on behalf of the City of Charleston, an Amendment to the Development Agreement between the City and JJR Development, LLC, dated May 25, 2022, for the construction of 6 houses on 67 America Street. The Amendment requests: (i) approval to accept an increase in the construction budget from $1,765,821 to $1,936,278, (ii) an increase in the homebuyer subsidy from $500,000 to $738,000, (iii) an extension in Substantial Completion to October 1, 2023, and (iv) identification of each of the 6 lots by its designated TMS number. (TMS# 459-09-02-132)

i. Authorization for the Mayor to execute, on behalf of the City of Charleston, the Second Amendment to the Transfer Agreement between the City and JJR Development, LLC, to include the properties located at 67 America Street (TMS# 459-09-02-132), 3 Father Grants Court (TMS# 459-09-02-184), and 11 Father Grants Court (TMS# 459-09-02-185) 15 Father Grants Court (TMS# 459-09-02-190) and 19 Father Grants Court (TMS# 459-09-02-191) as part of the transaction and to permit closing to occur on or before September 30, 2022. [Ordinance]

j. Authorization for the Mayor to execute on behalf of the City an Escrow Agreement between Long Savannah Land Company and HPH Properties regarding the acquisition of land for Long Savannah Parkway.

k. Authorization for the Mayor to execute necessary documents to transfer to the Commissioner of Public Works of the City of Charleston certain utilities constructed by the City during renovations to Credit One Stadium.

l. Please consider the following annexations:

   (i) 29 Avondale Avenue (0.35 acre) (TMS# 418-14-00-030), West Ashley, (District 9). The property is owned by Julia and Jay Langston.

   (ii) 309 Cessna Avenue (0.18 acre) (TMS# 350-09-00-028), West Ashley, (District 5). The property is owned by Fiona R. Sanderson and Marshall D. Sanderson.

   (iii) 827 Trent Street (0.31 acre) (TMS# 310-02-00-155), West Ashley, (District 7). The property is owned by Taylor B. Green.

   (iv) 2157 Wappoo Drive (0.22 acre) (TMS# 343-06-00-174), James Island, (District 11). The property is owned by John and Maggie Guerry.
m. Executive session pursuant to S.C. Code Ann. 30-4-70(a)(2) for update and discussion regarding lease negotiations with Childrens Museum of Charleston.

n. Executive session pursuant to S.C. Code Ann. Sec. 30-4-70(a)(2): Discussion and consideration of proposed contractual arrangements for purchase of property.

In accordance with the Americans with Disabilities Act, people who need alternative formats, ASL (American Sign Language) Interpretation or other accommodation please contact Janet Schumacher at (843) 577-1389 or email to schumacherj@charleston-sc.gov three business days prior to the meeting.
REAL ESTATE COMMITTEE
GENERAL FORM

TO: Real Estate Committee
DATE: July 11, 2022

FROM: Scott Watson
DEPT: BFRC Cultural Affairs

ADDRESS: 56 Beaufain St. Charleston, SC 29401

PROPERTY OWNER: Spoleto Festival USA

ACTION REQUEST: Requesting approval for rental of Festival Hall for MOJA Festival on October 7, 8, 9, 2022

ORDINANCE: Is an ordinance required? Yes □ No ◐

COORDINATION: The request has been coordinated with:
All supporting documentation must be included

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FUNDING: Was funding needed? Yes ◐ No

If yes, was funding previously approved?* Yes □ No ◐

*If approved, provide the following: Dept/Div. 550100 Acct: 52510
Balance in Account $4,810.00 Amount needed for this item $4,810.00

NEED: Identify any critical time constraint(s).

*Commercial Property and Community & Housing Development have an additional form.
REAL ESTATE COMMITTEE
GENERAL FORM

TO: Real Estate Committee
FROM: Scott Watson
DATE: August 16, 2022
DEPT: Cultural Affairs

ADDRESS: 56 Beaufain St. Charleston, SC 29401

PROPERTY OWNER: Spoleto Festival USA
ACTION REQUEST: Requesting approval for rental of Festival Hall for MOJA Festival on October 7, 8, 9, 2022

ORDINANCE: Yes [X] No [ ]

COORDINATION: The request has been coordinated with:
All supporting documentation must be included

Department Head: [Signature]
Legal Department: [Signature]
Chief Financial Officer: [Signature]
Director Real Estate Management: [Signature]

FUNDING: [ ] Yes [X] No

If yes, was funding previously approved? [ ] Yes [X] No

*If approved, provide the following:
Dept/Div. 550100 Acct: 52510
Balance in Account $4,810.00 Amount needed for this item $4,810.00

NEED: Identify any critical time constraint(s).

*Commercial Property and Community & Housing Development have an additional form.
COMMERCIAL REAL ESTATE FORM

TO: Real Estate Committee DATE: July 14, 2022 August 16, 2022
FROM: Scott Watson DEPT: PFC Cultural Affairs
ADDRESS: 56 Beaufain St. Charleston, SC 29401
TMS: 
PROPERTY OWNER: Spoleto Festival USA
ACTION REQUEST: Request approval for the Mayor to execute the attached

ORDINANCE: Is an ordinance required? Yes ☐ No ☑

ACTION: What action is being taken on the Property mentioned?

☐ ACQUISITION
Seller (Property Owner) ________________________ Purchaser ________________________

☐ DONATION/TRANSFER
Donated By: ________________________

☐ FORECLOSURE
Terms: ________________________

☐ PURCHASE
Terms: ________________________

☐ CONDEMNATION
Terms: ________________________

☐ OTHER
Terms: ________________________

☐ SALE
Seller (Property Owner) ________________________ Purchaser ________________________

☐ NON-PROFIT ORG, please name
Terms: ________________________

☐ OTHER
Terms: ________________________

☐ EASEMENT
Grantor (Property Owner) ________________________ Grantee ________________________

☐ PERMANENT
Terms: ________________________
COMMERCIAL REAL ESTATE FORM

☐ TEMPORARY
   Terms: ____________________________

☐ LEASE
   Lessor: Spoletto Festival USA
   Lessee: City of Charleston
   INITIAL
   Terms: Rental for MOJA Festival October 7, 8, 9, 2022 $4,810.00

☐ RENEWAL
   Terms: ____________________________

☐ AMENDMENT
   Terms: ____________________________

☒ Improvement of Property
   Owner: ____________________________
   Terms: ____________________________

BACKGROUND CHECK: If Property Action Request is for the sale or lease of city property, has a background check been completed?
   Yes ☐ No ☐ N/A ☒

Results: ________________________________________________________________

Signature: ____________________________________________________________
   Director Real Estate Management

ADDITIONAL: Please identify any pertinent detail (Clauses, Agreement Terms, Repeals, etc.) regarding City Property.

_____________________________________________________________________

NEED: Identify any critical time constraint(s).

_____________________________________________________________________

LICENSE AGREEMENT
FOR
FESTIVAL HALL
56 BEAUFAIN STREET, CHARLESTON, SC 29401

This LICENSE AGREEMENT ("Agreement") is made and entered into this 20th day of May 2022 by and between CITY OF CHARLESTON ("CLIENT") and SPOLETO FESTIVAL USA, INC. a South Carolina nonprofit corporation and Festival Hall ("Licensor/Manager").

The parties agree as follows:

1. Description and Use of Premises.

Licensor/Manager licenses to CLIENT and CLIENT licenses from Licensor/Manager the temporary use of premises which includes Festival Hall and the adjacent Alicia’s Garden (collectively, the “Premises”).

It is understood by both parties that the intended use is to host MOJA Arts Festival for up to 400 guests.

Licensor/Manager hereby licenses to CLIENT the Premises for the following dates:

- Friday, October 7, 2022: 9 a.m. – 11 p.m. (load-in/venue access begins at 9 a.m., performance at TBD time, venue clear by 11 p.m.)
- Saturday, October 8, 2022: 3 p.m. – 11 p.m. (venue access at 3 p.m., performance at TBD time, venue clear by 11 p.m.)
- Sunday, October 9, 2022: 9 a.m. – 5 p.m. (venue access at 9 a.m. for load-out, venue clean/clear by 5 p.m.)

CLIENT shall use and occupy said Premises in a safe and careful manner and shall comply with all the rules and regulations set forth in “Venue Policies & Event Guidelines” attached hereto as Exhibit “A”, payment of all rates and fees provided in “Venue Rates & Fees” attached hereto as Exhibit “B”, technical requirements set forth in “Technical Specifications” attached hereto to as Exhibit “C”, and all timelines provided in “Client Event Checklist & Timeline of Items Due” attached hereto as Exhibit “D”, as well as the laws of the city, county, and local state governing the Premises. CLIENT understands that all Exhibits attached are incorporated into and made a part of every Agreement signed by CLIENT and Licensor/Manager.

Licensor/Manager reserves the right to refuse the use of the Premises if Licensor/Manager feels, at their sole discretion, the intended use is not in keeping with the integrity of the Premises. If, after the Agreement has been executed, it is determined that the use of the Premises is not consistent with the original intended use, Licensor/Manager reserves the right to render the Agreement null and void. If this should occur, any deposits made in keeping with the letter of the Agreement shall be forfeited.

CLIENT agrees to accept the Premises “as is” and to make no improvements, changes, alterations, or decorations without Licensor/Manager's prior written consent and must meet all fire code and other standards of the City of Charleston.

2. Rent and Expenses

CLIENT agrees to pay to Licensor/Manager rental fees ("Rent") for non-exclusive use of the Venue as set forth in the Event Estimate ("Proposal"), Exhibit "A", and Exhibit "B". The total amount of Rent for all the Terms listed above is $3,500.

In addition to Rent, CLIENT agrees to reimburse Licensor/Manager all wages, overhead, and benefits for any labor (union or non-union) necessary to ensure proper use during required event activity, rehearsal, set-up, performance, or anytime CLIENT occupies Premises, to be determined solely by the Licensor/Manager. The numbers of staff necessary will be agreed upon in writing prior to the event by Licensor/Manager and CLIENT. The minimum call is 4 hours and fractions of hours shall be rounded up to the nearest half-hour. Holidays and overtimes rates may apply.

All labor will be employed by Licensor/Manager, represent Licensor/Manager’s interests in protecting and caring for the Premises, and provide ingress and egress to CLIENT to the Premises. While CLIENT occupies the Premises, this crew member will assist CLIENT in its agreed upon event, rehearsal, or performance needs.
In addition to reimbursements for Rent and labor, CLIENT agrees to reimburse to Licensor/Manager, the cost for the security and/or standby emergency services personnel that are required as is set forth in Exhibit "A". Licensor/Manager will provide CLIENT with the numbers of security or standby emergency services personnel that are required in writing prior to the event as part of the event estimate ("Proposal").

CLIENT agrees to reimburse Licensor/Manager for any equipment rentals, excessive trash removal, special mechanical or electrical connections/equipment, repairs necessary due to damage caused by CLIENT, and any expense related to the CLIENT set-up, actual event, or rehearsal/performance.

Within fifteen (15) business days after the CLIENT's event, and CLIENT’S completion of obligations under this Agreement, Licensor/Manager will provide to CLIENT an itemized bill for additional Rent, labor and expenses with all pre-payments applied to the invoice. CLIENT agrees that payment of each invoice is due within fifteen (15) days of the date of each invoice. Any remaining funds will be refunded to CLIENT within fifteen (15) business days.

3. Payment Terms.

One-half (50%) of the total Rent and the full (100%) of the Damage Deposit are due to Licensor/Manager upon signing of this Agreement. The balance (50%) of the total Rent plus the full (100%) amount of any other add-ons, labor and estimates are due thirty (30) days prior to event. Checks should be made payable to Sponsor Festival USA.

Licensor/Manager will provide to CLIENT a Proposal of the costs based on discussions between Licensor/Manager and CLIENT concerning event set-up, operation, and strike. The amount of this Proposal is due with the balance of the Rent thirty (30) days prior to event. Any labor overages paid will be refunded to CLIENT within fifteen (15) business days after the event.

4. Payment Parties.

The CLIENT who signs this Agreement is responsible for all terms and conditions regardless of whether a third-party agrees to make payments to Licensor/Manager. CLIENT agrees that any third-party payer is not included in this Agreement and all communication and liability is held between CLIENT and Licensor/Manager. Should the third-party payer dispute any charges and/or refuse to make any payments required by this Agreement, the CLIENT is required to make all deposits and pay all amounts due to Licensor/Manager under this Agreement.

5. Services Provided.

In consideration of Rent outlined above in Section 3, Licensor/Manager agrees to provide the following basic services and supplies at no cost to CLIENT: all standard utilities including electricity, gas, water, and sewer; pest control; standard HVAC, elevator, sprinkler system, and fire alarm; building insurance; and Alicia’s Garden maintenance.

Additionally, Licensor/Manager agrees to provide access and use of the main entrance and lobby, 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 (swept, mopped, vacuumed, all trash removed) and clear of all decor, 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.

CLIENT understands that, unless otherwise agreed upon in writing, license of the Premises does not include any audio/visual equipment or staffing, catering, chairs, chairs, air condition, 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 not otherwise provided for in this Agreement.

Licensor/Manager shall keep said Premises in reasonable repair; but it shall not be liable for any damage occasioned by enforceable failure or malfunction of plumbing, gas, water, steam, sewage, heating, air conditioning, electrical equipment, or internet, or any part thereof, including any adjacent premises which should be so damaged or destroyed by fire, flood, or any other cause without the fault of Licensor/Manager preventing the use of the Premises for the purposes and during the times specified hereunder. Should entire Premises be deemed not usable by Licensor/Manager without the fault of Licensor/Manager, then this Agreement shall terminate immediately; and in such event, Licensor/Manager shall be paid Rent due until Premises is deemed not usable and for the items of expense incurred hereunder and accrued prior to such destruction or damage, and Licensor/Manager shall refund to CLIENT any unearned Rent and charges paid in advance. Should part or the entire Premises be deemed not usable per the conditions and reasons stated above and this Agreement terminates, Licensor/Manager shall not be liable for any damages to CLIENT as a consequence of the termination.
6. **Insurance.**

CLIENT must obtain general liability insurance as required in Exhibit "A".

7. **Cancellation Terms.**

Cancellation of any event must be done in writing, preferably in email form, to the Licensor/Manager. Cancellations of 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 cancellation ninety (90) days or more prior to the scheduled event and/or load-in date will result in a full refund of any rental fee(s) paid, net of any expenses incurred and the damage deposit (due to loss of rental).

8. **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.

9. **Use of Premises by Others.**

Licensor/Manager reserves the right to license the Premises to another outside organization during the same Terms listed in this Agreement as long as it does not conflict with any previously planned use of the Premises by CLIENT and upon prior written consent of CLIENT.

10. **Control of Premises.**

The Premises and the keys to the Premises shall be at all times during the Term under the charge and control of Licensor/Manager. Licensor/Manager and other duly authorized representatives of Licensor/Manager shall have the right to enter the Premises, and all parts thereof, at all times during any and all occupancies. CLIENT shall provide a schedule and reasonable notice to Licensor/Manager for its daily access to the Premises.

11. **Damage to Premises.**

It is the responsibility of CLIENT to ensure the Venue is cleaned and returned to its pre-event condition in all interior and exterior spaces immediately after the Event as outlined in Exhibit "A".
If the Premises, including any part of the Auditorium or any furniture, fixtures or equipment located on the Premises during the term of this Agreement shall be damaged by the act, default, or negligence of CLIENT, or its agents, employees, patrons, guests, or any person admitted to the Premises by CLIENT, CLIENT shall immediately report such damage to Licensor/Manager upon discovery. Licensor/Manager shall repair the damage within a reasonable time and bill CLIENT for such repairs or replacement. Should the Premises be deemed not usable due to destruction or damage by CLIENT, CLIENT shall pay Rent and any expenses due for all dark weeks until Premises can be repaired and put back into use by CLIENT or other organization.

All equipment entrusted to the care of Licensor/Manager or on the Premises during the term of this Agreement which shall become lost, stolen, or disappear shall be the sole responsibility of CLIENT. CLIENT shall be responsible to pay full replacement costs to Licensor/Manager.

Subject to applicable law, CLIENT shall assume full responsibility for the character, acts, and conduct of all persons admitted to the Premises by CLIENT or by or with consent of any person acting for or on behalf of CLIENT. CLIENT shall have on hand at all times, at its own expense, such police and fire force as required by local regulatory authorities.

12. **Liability**

Licensor/Manager and CLIENT acknowledge that each party shall be responsible to the other party for its respective acts of negligence with respect to the Premises in accordance with and to the extent provided in the South Carolina Tort Claims Act, as amended. CLIENT acknowledges and agrees to reimburse on demand all costs and fees, including attorney’s fees, that the School District, the City, and/or Licensor/Manager incur as a result of any action brought against the School District, the City, and/or Licensor/Manager with respect to the Premises arising from CLIENT’s use of the Premises in accordance with and to the extent provided in the South Carolina Tort Claims Act, as amended.

CLIENT assumes all risk of damage to and loss of (by theft or otherwise) the equipment, instruments, clothing, or other property of CLIENT or of CLIENT’s guest artists or other parties contracting with CLIENT, as well as employees and guests thereof, and Licensor/Manager, the School District, and the City are hereby expressly released and discharged from any and all liability for any such loss, and CLIENT shall, to the extent permitted by law, indemnify Licensor/Manager, the School District, and the City for the same.

13. **Termination**

Upon termination of this Agreement, CLIENT shall deliver to Licensor/Manager the Premises in as good a condition and repair as the same be found at the beginning of the Term hereof.

If CLIENT stops production or terminates this Agreement for any reason prior to the end of the final Term listed above, all remaining Rent amounts for all Terms within thirty (30) days of termination, and any expenses due to Licensor/Manager will be due immediately.

If CLIENT fails to remove all of its effects by 11:59 PM of the last day of each Term as outlined in Section 2 unless otherwise negotiated and with Licensor/Manager’s written consent, CLIENT shall be deemed to have abandoned the same and Licensor/Manager may dispose of these effects as it sees fit. CLIENT shall continue to pay Rent until such effects are removed and shall be liable to Licensor/Manager for all costs and expenses in moving and disposing of same.

14. **Negotiation of Other Matters**

Any matters between CLIENT and Licensor/Manager which are not expressly provided for in this Agreement shall be negotiated to reach a good faith agreement between CLIENT and Licensor/Manager, or their agents.

15. **Entire Agreement**

This Agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

16. **Modification of Agreement**

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in a writing signed by each party or an authorized representative of each party.

17. **Timeliness**

This Agreement shall be void if not returned, countersigned, within fifteen (15) days of the date shown in the introductory paragraph above.
18. **Client Acknowledgement**

By my signature I attest that I have read, understand, and agree to the terms of this Agreement including any attachments for myself, my producers, managers, vendors, and participants.

IN WITNESS WHEREOF, the parties hereto have executed this License Agreement the day and year written below.

"Licensor/Manager”:

SPOLETO FESTIVAL USA, INC.
14 George Street
Charleston, SC 29401

__________________________
Dexter Foxworth
Director of Operations

__________
Dale

“CLIENT”:

CITY OF CHARLESTON
The Hon. John T. Tecklenburg, Mayor
75 Calhoun Street, Suite 3800
Charleston, SC 29401

__________________________
Client Signature

Mayor

Title

__________
Dale
Exhibit "A"

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 Licensee/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. (Licensee/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 at a 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 (excluding 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 exterior/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 leashed 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 behaviors 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.

Sterros, 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, dispense, 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.

Public Liability Insurance

During the term of the Agreement, the City shall keep in force at its expense, public liability insurance (provided by the South Carolina Insurance Fund or other insurance chosen by the City) with a limit not to exceed the amounts listed below for damages as a result of any one occurrence including damages for care and loss of services, because of personal injury sustained by one or more persons or organizations, or by any combination of personal injury or property damage sustained by one or more persons or organizations.
1. A limit of Three Hundred Thousand and NO/100 ($300,000.00) Dollars per person arising because of loss from a single occurrence on account of bodily injuries, because of property damage sustained, or by any combination of personal injury or property damage, and
2. A total sum not to exceed Six Hundred Thousand ($600,000.00) Dollars as the result of any one occurrence, accident or disaster.

A copy of the City's certificate of insurance will be provided upon request.

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 Licenser/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 Licenser/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 Licenser/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 Licenser/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 Licenser/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 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 Licenser/Manager. The CLIENT will not permit any of its employees, vendors, or other representatives to use or operate any equipment of the Licenser/Manager without the Licenser/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, sound, 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 CLIENT'S 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 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 (sems, 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 form 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 Alice'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 17).

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 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 Licenser/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
Licens or/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 Event Name and Date in the memo line
4. Credit card

Payment Schedule

<table>
<thead>
<tr>
<th>1. Deposit (retainer fee and refundable damage deposit)</th>
<th>Due as outlined in the CLIENTS signed Agreement and with required insurance documents</th>
</tr>
</thead>
<tbody>
<tr>
<td>2. Remaining payment balance</td>
<td>Thirty (30) days prior to Event load-in</td>
</tr>
<tr>
<td>3. Final payment for additional services</td>
<td>Fifteen (15) days upon receipt of final invoice</td>
</tr>
</tbody>
</table>

Any outstanding balance of CLIENTS 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 CLIENTS 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 Licens or/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
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 CLIENTS 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 CLIENTS 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.
VENPORS

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.
CLIENT ACKNOWLEDGMENT

These Venue Policies and Event Guidelines are incorporated into and made a part of every license agreement issued by Licensor/Manager for the Festival Hall. Any deviations from these Venue Policies and Event Guidelines must be pre-approved by Licensor/Manager. By signing below, I acknowledge that I have read, understand, and agree to the Venue Policies and Event Guidelines for myself, my producers, managers, vendors, and participants.

CLIENT Signature

Mayor
Title

Date
### 2022 – 2023 RENTAL RATES

<table>
<thead>
<tr>
<th></th>
<th>Peak Season</th>
<th>Off-Peak Season</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>March – June, September – November</td>
<td>July – August, December – February</td>
</tr>
<tr>
<td>Monday - Thursday</td>
<td>$3,500</td>
<td>$3,000</td>
</tr>
<tr>
<td>Friday &amp; Sunday</td>
<td>$5,000</td>
<td>$4,500</td>
</tr>
<tr>
<td>Saturday</td>
<td>$6,500</td>
<td>$6,000</td>
</tr>
</tbody>
</table>

Venue rental includes access & use of the main entrance & lobby, box office/box check room, the garden courtyard & lobby, guest rooms, event space, loading dock & backstage area from 8 a.m. - 1 a.m. (Five 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 the event end time and no later than 1 a.m.). There may be items & charges not covered by rental fees, subject to availability & 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. The basic rental fees do not include audio/visual, kitchen, chairs, tables, tables, décor, dressing rooms, event/venue staff, catering, security, parking, insurance, custodial, tools, machinery, materials or equipment.

### Additional Costs

<table>
<thead>
<tr>
<th>Description</th>
<th>Fee</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Damage Deposit</td>
<td>$1,000</td>
<td>refundable post event</td>
</tr>
<tr>
<td>Additional Hour</td>
<td>$350</td>
<td>per hour</td>
</tr>
<tr>
<td>Excess of 400 Guests</td>
<td>$500</td>
<td></td>
</tr>
<tr>
<td>Off-Duty Office*</td>
<td>$46-$58</td>
<td>per officer, per hour with a 4-hour minimum, required to be present 30 minutes prior &amp; 30 minutes after an event</td>
</tr>
<tr>
<td>Late Submission Fee</td>
<td>$250</td>
<td>applies for all submissions booked 28 days or less from event date</td>
</tr>
<tr>
<td>Loading Zone Violation</td>
<td>$75</td>
<td>per violation, applies to misuse of loading zone &amp; parking on sidewalks</td>
</tr>
<tr>
<td>Time Overage Fee</td>
<td>$350</td>
<td>per hour, failure to complete break-down within two (2) hours of event end time</td>
</tr>
<tr>
<td>Guest Restroom Attendant*</td>
<td>$70</td>
<td>per hour with a 4-hour minimum, required to be present 30 minutes prior &amp; 30 minutes after an event</td>
</tr>
<tr>
<td>Cleaning Fee</td>
<td>$450+</td>
<td>billed for events requiring additional cleaning support during an event &amp; when venue is not cleaned post event</td>
</tr>
<tr>
<td>Utility Costs</td>
<td>TBD</td>
<td>determined post event for any water, HVAC, electric, gas, etc. consumed &amp; for utility services requested above &amp; beyond normal building use</td>
</tr>
<tr>
<td>Fifty (50) Black Folding chairs</td>
<td>$75</td>
<td>available in quantities of 50, client must set-up &amp; tear down chairs on their own</td>
</tr>
<tr>
<td>Stage Deck Section (4'x8')</td>
<td>$75</td>
<td>per 4x8 section, approved vendor must set-up &amp; tear down decks on their own, does not include skirting or rails, does not include labor to set-up &amp;/or strike</td>
</tr>
<tr>
<td>Dressing Room (1st Floor, Small)</td>
<td>$75</td>
<td>per dressing room, total of 4 available with a capacity of 1 - 8 per room</td>
</tr>
<tr>
<td>Dressing Room (2nd Floor, Large)</td>
<td>$125</td>
<td>per dressing room, total of 2 available with a capacity of 15-20 per room</td>
</tr>
<tr>
<td>Additional Event Labor*</td>
<td>$30-$60</td>
<td>per person, per hour with a 4-hour minimum</td>
</tr>
<tr>
<td>Wi-Fi/Internet (Enhanced Service)</td>
<td>TBD</td>
<td>please communicate any special connectivity &amp; enhanced Internet needs to your venue contact at least 30 days prior to your event</td>
</tr>
<tr>
<td>Excess or Bulk Waste Haul</td>
<td>$75</td>
<td>per item left behind and/or for excess trash in dumpster</td>
</tr>
<tr>
<td>Holiday Fee</td>
<td>$500</td>
<td>per day for any event on or around a holiday date</td>
</tr>
</tbody>
</table>

All rates listed are for reference only. Holidays are subject to increased rates. Ticketed events & events with paid registration may be subject to ticket surcharges. To receive a true estimate & to confirm date availability, please contact the Festival Hall team for an event proposal. After 8 hours per day & on holidays, overtime rates may apply & will be in addition to quoted rates.
Exhibit “C”

Festival Hall
Technical Specifications

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

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GENERAL INFORMATION

Festival Hall
56 Beaufain Street
Charleston, SC 29401

W: www.festivalhallcharleston.com
E: info@festivalhallcharleston.com
P: 843.724.1196

With stately columns framing its doors, Festival Hall makes a striking first impression within the historic Charleston landscape. Nestled in downtown’s Harleston Village neighborhood—easily walkable from some of the city’s premier hotels and restaurants—its white exterior contrasts with its lush adjoining Alicia’s Garden courtyard and the Southern blue skies above. Step inside, however, and the stark façade gives way to a warm and welcoming industrial-style hall with glass paneling, exposed brick, and modern fixtures.

Built in 1939 and renovated in 2008, the structure was redesigned with versatility in mind. Festival Hall has the infrastructure of a classic theater, making it a uniquely accessible and transformative space for any occasion. The main room, equipped with an extensive catwalk system, and theatrical lighting, features movable air walls, providing the opportunity to create various spaces within. An attached back-of-house area can be easily outfitted by diverse food-and-beverage operations, and six side rooms can be utilized as dressing rooms, green rooms, safe-storage, or behind-the-scenes sites for stylists and designers alike.
VENUE OVERVIEW
Backstage Storage – Scene Bay

1. **Location**: There is a scene bay offstage right from the north end of the Venue. This is mostly open space, but also houses an office for Venue staff, electrical and pump rooms, and often serves as the green room for shows.
2. **Access**: A large opening leads to the scenery bay with a large, tracked door to cover it. The opening is 17’3” wide x 18’3” tall.
3. **Dimensions**: The scene bay is approximately 44’-0” (east to west) x 57’0” (north to south).

---

Backstage Storage – Behind Traveler Curtain

1. **Location**: Located behind the traveler curtain in the North/Black room is storage for the Venue. With 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.
2. **Access**: Due to storage, there is generally no access behind the traveler curtain, nor can additional items be stored in this location. For access options, please contact your Venue contact.
3. **Dimensions**: The traveler curtain sits approximately 12 feet off the back wall and is not captured in Venue dimensions or floorplans.
## Space Dimensions

<table>
<thead>
<tr>
<th>Proscenium width</th>
<th>68'-10&quot;</th>
<th>(10.26m)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proscenium height</td>
<td>22'-10&quot;</td>
<td>(5.28m)</td>
</tr>
<tr>
<td>South Room width (east-west)</td>
<td>77'-0&quot;</td>
<td>(15.18m)</td>
</tr>
<tr>
<td>South Room length (north-south)</td>
<td>70'-0&quot;</td>
<td>(7.77m)</td>
</tr>
<tr>
<td>North Room width (east-west)</td>
<td>89'-0&quot;</td>
<td>(10.84m)</td>
</tr>
<tr>
<td>North Room length (north-south)*</td>
<td>60'-0&quot;</td>
<td>(12.14m)</td>
</tr>
<tr>
<td>Height to bottom of catwalks</td>
<td>28'-6&quot;</td>
<td>(12.31m)</td>
</tr>
<tr>
<td>Height to mid pipe</td>
<td>32'-0&quot;</td>
<td>(12.14m)</td>
</tr>
<tr>
<td>Height to high pipe</td>
<td>33'-0&quot;</td>
<td>(2.79m)</td>
</tr>
<tr>
<td>Storage Room Width (east-west)</td>
<td>44'-0&quot;</td>
<td>(16.45W x 5.18D x 2.31H); (1.27m)</td>
</tr>
<tr>
<td>Storage Room Length (north-south)</td>
<td>57'-0&quot;</td>
<td>(19.83m)</td>
</tr>
</tbody>
</table>

*Please note, the traveler curtain sits approximately 12 feet off the back wall in the North/Black room and is not captured in Venue dimensions and floorplans. Located behind the traveler curtain is storage for the Venue. There is generally no access behind the traveler curtain, nor can additional items be stored in this location. For access options, please contact your Venue contact.*
Stage Floor Construction

The stage floor is a solid poured concrete slab. No forklifts or large motorized lifts are allowed in the building. Small capacity scissor lifts are possible but must be approved by the Licensee/Manager prior to delivery and use.

Soft Goods and Staging Gear

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 North/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. **Traveler Curtain**: The North/Black room is equipped with a black traveler curtain on a horizontal track that sits 12 feet off 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. Located behind this curtain is venue storage and therefore, the curtain generally remains drawn and in a down position. For access options, please contact your Venue contact.

3. **Stage Decks**: 4'x8' stage decks are available for an additional cost to CLIENT. An approved vendor must be hired by the CLIENT to set-up and strike these decks as the Venue does not provide labor to set and strike these decks. If CLIENT is using an AV company from our preferred vendor list, then additional labor may not be required, and the CLIENT should work directly with the preferred AV company to coordinate the set-up and strike of any rented stage decks.

**AUDIO**

The Venue does not have any in-house PA or effects system components (i.e., microphones, speakers, monitors, playback device, etc.) Any anticipated needs in these areas must be provided by the CLIENT. Please contact one of our preferred vendors to consult on the sound for the room.

The Venue does provide a separate electric service for audio system power. Audio power is separated from all other building power by an isolation transformer. There is a 60A distribution panel in the balcony light lock/tech room area and there are four (4) 20A Edison circuits at stage level (two (2) each in the north and south stage areas). There is elevator access to the balcony from both street and loading dock levels. However, access to the light lock/tech room requires the climb of a short series of steps. The area can accommodate a small number of audio racks.

**Power for Sound**

1. 60A distribution panel in balcony light lock
2. Four (4) 20A Edison circuits are located in the Venue (two (2) in north side, two (2) in south side)
**DRESSING ROOMS AND WARDROBE**

The Venue has a total of six (6) dressing rooms.

The dressing rooms are outfitted with adequate counter-tops, mirrors, shelving, make-up lights, chairs, and trash cans. There are very limited costume hanging fixtures in the dressing rooms. Two costume racks are available. Costumes may not be hung from sprinkler heads, shower heads, etc.

There is one (1) washer, one (1) dryer and one (1) utility sink located on the 1st floor of the dressing room area.

<table>
<thead>
<tr>
<th>First Floor Dressing Rooms</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Dressing Room # 104</strong></td>
</tr>
<tr>
<td>Size: Approx. 8’ x 11’ - 61 Sq. Ft</td>
</tr>
<tr>
<td>Private Toilet &amp; Sink; Shower w/ Curtain Only</td>
</tr>
<tr>
<td>Capacity: 1-2 People</td>
</tr>
<tr>
<td><strong>Dressing Room # 106</strong></td>
</tr>
<tr>
<td>Size: Approx. 13’ x 11’ - 137 Sq. Ft</td>
</tr>
<tr>
<td>Private Toilet, Sink &amp; Shower</td>
</tr>
<tr>
<td>Handicapped Accessible</td>
</tr>
<tr>
<td>Capacity: 6-8 People</td>
</tr>
<tr>
<td><strong>Dressing Room # 109</strong></td>
</tr>
<tr>
<td>Size: Approx. 13’ x 11’ - 137 Sq. Ft</td>
</tr>
<tr>
<td>Private Toilet, Sink &amp; Shower</td>
</tr>
<tr>
<td>Handicapped Accessible</td>
</tr>
<tr>
<td>Capacity: 6-8 People</td>
</tr>
<tr>
<td><strong>Dressing Room # 110</strong></td>
</tr>
<tr>
<td>Size: Approx. 8’ x 11’ - 77 Sq. Ft</td>
</tr>
<tr>
<td>Private Toilet &amp; Sink; Shower w/ Curtain Only</td>
</tr>
<tr>
<td>Capacity: 1-2 People</td>
</tr>
</tbody>
</table>
FIRE PREVENTION

CLIENT, Event Manager, and vendors are expected to take any/all necessary precautions with fire prevention. For expanded fire prevention Venue policies, please see the Fire Prevention section of the Venue Policies and Event Guidelines document.

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 Licensor/Manager prior to the use of these effects.

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.

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.

1. All equipment is to be operated by trained, qualified personnel.
2. Suitable fall protection equipment shall be used whenever a fall hazard exists.
3. Hard hats shall be worn at all times work is being performed in grid areas or when working below a lift.
LIGHTING

The Venue provides an immensely flexible lighting system ready to accommodate all of your needs. A general light wash is permanently hung in the Venue as both house light and room wash. Light locks throughout the venue are controlled via the lighting system to accommodate various set-ups. The Venue also has a small inventory that can be hung as needed by an approved A/V vendor. The A/V vendor must restore the lighting system at the end of each engagement. Please contact one of the vendors on our preferred vendor list to consult on the lighting for the room.

Equipment Inventory

<table>
<thead>
<tr>
<th>QUANTITY</th>
<th>UNIT TYPE</th>
</tr>
</thead>
<tbody>
<tr>
<td>30</td>
<td>Source 4 26deg @ 575w</td>
</tr>
</tbody>
</table>

Dimmers

The Venue has 384 hard-wired Strand CD-80 dimmers. The Strand dimmer racks are located on the second-floor south side of the scene bay. The dimmer rack addresses are 1-384.

All dimmers terminate in one of four locations on the catwalk area at the center of the building (approximately plaster line). Each of the four locations (circuit panels) consists of 16 female 6 circuit multi-ports. All dimmers terminate as female 6 circuit Socapex. Dimmers do not repeat between circuit panels.

All dimmers need to be accessed via 6 circuit Socapex breakouts and multi-cable.

The Venue has 24 hardwired ETC Unison dimmers used solely for house lights located beneath the catwalk floor. House lights can be controlled by either the ETC ION or the ETC Unison Control System in the building.

Light locks throughout the Venue are also controlled via the ETC Unison dimmers. The dimmer address is 385-408. These dimmers can be re-patched to accommodate various set-ups.

Additional Power

1. 100A/3 phase 110v/208v located in dimmer room, accessible to catwalk via crawl space from dimmer room. No tie-in tails provided.
2. 200A/3 phase 110v/208v on north wall of storage bay w/ CAM LOCK tie-in tails
3. 60A/3 phase 110v/208v (Knife switch, NO tie-in tails) located outside on southwest wall near loading dock
4. 60A/3 phase 110v/208v (Knife switch, NO tie-in tails) located in sprinkler room below box office
LOAD-IN AND LOAD-OUT

Elevator

Small road cases may be ferried up the elevator to the balcony or lobby levels. However, heavy cases must be emptied, and the contents carried up by hand. Elevator pads supplied the Venue must be used at all times during load-in and load-out.

Loading Dock

1. The dock has one (1) truck position available.
2. Dock is located on the west side of building.
3. Entrance through iron gate from Beaufain Street.
4. Trucks must back through Alicia's Garden courtyard.
5. There is no shore power available.

<table>
<thead>
<tr>
<th>Description</th>
<th>Measurement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Loading dock height</td>
<td>3'-7&quot;</td>
</tr>
<tr>
<td>Loading door size at dock</td>
<td>11'-10&quot;W x 13'-2&quot;H</td>
</tr>
<tr>
<td>Loading door size into Venue</td>
<td>17'-4&quot;W x 18'-2&quot;H</td>
</tr>
</tbody>
</table>

The loading dock is available for active loading and unloading only. 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 Alicia's Garden courtyard or the front sidewalk of the Venue. 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 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 staff support for dock management, however, please consult with Licensor/Manager for best practices for any trucks over 26' in length prior to arrival and load-in.
SPECIAL EFFECTS AND DECORATIONS

Lasers or other potentially harmful projection or scenic devices must be pre-approved. Appropriate signage must be provided by the CLIENT and posted for audiences and attendees.

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 with the Licensor/Manager prior to the use of these effects.

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. Any material attached to drapes or table skirts must be noncombustible or possess a minimum flame spread rating.

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.

STRUCTURAL

Licensor/Manager reserves the right to review and approve all rigging and structural loads from the building’s infrastructure or catwalks. However, this approval does not constitute any responsibility or liability by Licensor/Manager for any rigging or loading. Licensor/Manager recommends that rigging and loading of any kind be reviewed and certified by a professional engineer.

All rigging in the Venue is achieved from the catwalk system. Structural I-Beams run along the bottom of the catwalk system and can be used to hang motors. A one-ton point load may be hung from any of the main I-beams (W8 x 13s). Only one point may be hung on any given section of I-beam before it connects with truss or another section of catwalk.

No equipment or scenery may be hung from the rafters in the scene bay.

No forklifts or large motorized lifts are allowed in the building. Small capacity scissor lifts are possible but must be approved by Licensor/Manager prior to delivery and use.

All seating configurations must be approved by Licensor/Manager. Any configurations using seating risers must be drawn and stamped by an architect and approved by the City Chief Building & Fire Official.

VIDEO

The Venue does not own screens, projectors, or any other video equipment. Any anticipated needs in these areas must be provided by the CLIENT. Please contact one of our preferred vendors to consult on video for the Venue.

WIFI

The Venue is equipped with a password protected guest network.

1. Downstream bandwidth ~150mbps
2. Upstream bandwidth ~20mbps
CLIENT ACKNOWLEDGMENT

These Technical Specifications are incorporated into and made a part of every license agreement issued by Licenser/Manager for Festival Hall. Any deviations from these Technical Specifications must be pre-approved by Licenser/Manager. By signing below, I acknowledge that I have read, understand, and agree to the Technical Specifications for myself, my producers, managers, vendors, and participants.

Client Signature

Production Mgr.

Title

July 13, 2023

Date
Exhibit “D”

Festival Hall

Client Checklist and Timeline of Items Due

Below is the Client Checklist & Timeline of Items Due (Checklist) for the rental and use of Festival Hall (Venue). Please read carefully as this Checklist contains information concerning possible expenses pending your event plans. The terms of this Checklist are incorporated into every Agreement signed by the CLIENT and Licensor/Manager. CLIENT is responsible for reading, understanding, and adhering to this Checklist for themselves, their managers, producers, vendors, and participants. Festival Hall is managed by Spoleto Festival USA, Inc. (Licensor/Manager).

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Due Date</th>
<th>Penalty if Not Received by Due Date*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signed contract</td>
<td>15 days from issue</td>
<td>Cancellation of Event Hold</td>
</tr>
<tr>
<td>Certificate of Insurance</td>
<td>Due upon signing</td>
<td>Cancellation of Event Hold</td>
</tr>
<tr>
<td>Damage deposit &amp; 1st payment</td>
<td>Due upon signing</td>
<td>Cancellation of Event Hold</td>
</tr>
<tr>
<td>Event Manager contact</td>
<td>Due upon signing</td>
<td>Cancellation of Event Hold</td>
</tr>
<tr>
<td>Event waivers and/or liability release (if applicable)</td>
<td>60 days prior to event load-in</td>
<td>Subject to $50 late fee</td>
</tr>
<tr>
<td>Preliminary event schedule (load-in, event, load-out)</td>
<td>40 days prior to event load-in</td>
<td>Subject to $50 late fee &amp; increased event labor fees</td>
</tr>
<tr>
<td>Preliminary vendor list</td>
<td>40 days prior to event load-in</td>
<td>Subject to $50 late fee</td>
</tr>
<tr>
<td>Remaining balance</td>
<td>30 days prior to event load-in</td>
<td>Lock out of building until received &amp; $10/day late fee</td>
</tr>
<tr>
<td>Additional labor requests</td>
<td>30 days prior to event load-in</td>
<td>Staffing requests not guaranteed</td>
</tr>
<tr>
<td>WI-FI &amp; Internet orders (if applicable)</td>
<td>30 days prior to event load-in</td>
<td>Technology requests not guaranteed</td>
</tr>
<tr>
<td>Copy of event/performance licenses &amp; permits (if applicable)</td>
<td>30 days prior to event load-in</td>
<td>Subject to $50 late fee</td>
</tr>
<tr>
<td>Signage &amp; banner artwork &amp; placement plan (if applicable)</td>
<td>30 days prior to event load-in</td>
<td>Signage approval not guaranteed</td>
</tr>
<tr>
<td>Event planning meeting</td>
<td>15 days prior to event load-in</td>
<td></td>
</tr>
<tr>
<td>Copy of Special Event Liquor License &amp; Public Posting</td>
<td>15 days prior to event load-in</td>
<td>Subject to $50 late fee &amp; no alcohol service permitted</td>
</tr>
<tr>
<td>Floor plan</td>
<td>15 days prior to event load-in</td>
<td>Subject to $50 late fee</td>
</tr>
<tr>
<td>Final vendor list &amp; insurance documents</td>
<td>10 days prior to event load-in</td>
<td>Subject to $50 late fee</td>
</tr>
<tr>
<td>Final event schedule (load-in, event, load-out)</td>
<td>10 days prior to event load-in</td>
<td>Subject to $50 late fee &amp; increased event labor fees</td>
</tr>
<tr>
<td>Final payment for additional services, incidental fees, etc.</td>
<td>15 days upon receipt of invoice</td>
<td>$10/day late fee</td>
</tr>
</tbody>
</table>

*Should CLIENT fail to return the required documents, information, and/or payment(s) by designated dates, as stated herein, Licensor/Manager has the right to impose additional fees, as listed above, as well cancel the Agreement and the Event without further notice. Additionally,

1. Some services and needs may not be guaranteed if CLIENT fails to return items by designated dates.
2. If CLIENT fails to provide the Certificate of Insurance, the Venue will be locked out on the day of the event until the appropriate Certificate of Insurance is provided.
3. If CLIENT fails to provide the balance of the Agreement, the Venue will be locked out on the day of the event until the full balance is provided.
4. Any CLIENTS outstanding balance (including any late fee(s)) not received by the due date shown on the Agreement will result in cancellation of CLIENTS Event. CLIENT shall receive NO refund for any fee(s) paid.
5. Any deviations from this Checklist must be pre-approved by Licensor/Manager.

CLIENT ACKNOWLEDGMENT

The terms of the Client Checklist & Timeline of Items Due are incorporated into and made a part of every license agreement issued by Licensor/Manager for the Festival Hall. Any deviations from the Client Checklist & Timeline of Items Due must be pre-approved by Licensor/Manager. By signing below, I acknowledge that I have read, understand, and agree to the Client Checklist & Timeline of Items Due for myself, my producers, managers, vendors, and participants.

[Signature]
Client Signature

[Title]
Production Mgr.

[Date]
July 13, 2022
REAL ESTATE COMMITTEE
GENERAL FORM

TO: Real Estate Committee
DATE: July 11, 2022 August 16, 2022
FROM: Scott Watson
DEPT: BFRC Cultural Affairs
ADDRESS: 56 Beaufain St. Charleston, SC 29401
TMS: 

PROPERTY OWNER: Spoleto Festival USA
ACTION REQUEST: Requesting approval for rental of Festival Hall for MOJA Festival on November 11, 12, 13, 2022

ORDINANCE: Is an ordinance required? Yes [ ] No [X]

COORDINATION: The request has been coordinated with:
All supporting documentation must be included

Department Head
Signature
Legal Department
Chief Financial Officer
Director Real Estate Management

FUNDING: Was funding needed? Yes [X] No [ ]
If yes, was funding previously approved? Yes [ ] No [X]
*If approved, provide the following: Dept/Div. 550100 Acct: 52510
Balance in Account $4,810.00 Amount needed for this item $4,810.00

NEED: Identify any critical time constraint(s).

*Commercial Property and Community & Housing Development have an additional form.
REAL ESTATE COMMITTEE
GENERAL FORM

TO: Real Estate Committee
DATE: August 16, 2022

FROM: Scott Watson
DEPT: BBER Cultural Affairs

ADDRESS: 56 Beaufain St. Charleston, SC 29401

PROPERTY OWNER: Spoleto Festival USA
ACTION REQUEST: Requesting approval for rental of Festival Hall for MOJA Festival on November 11, 12, 13, 2022

ORDINANCE: Is an ordinance required? Yes ☒ No ☐

COORDINATION: The request has been coordinated with:
All supporting documentation must be included

Department Head
Legal Department
Chief Financial Officer
Director Real Estate Management

Signature

Attachments

FUNDING: Was funding needed? Yes ☒ No ☐

If yes, was funding previously approved?* Yes ☐ No ☒

*If approved, provide the following:
Dept/Div. 550100 Acct: 52510
Balance in Account $4,810.00 Amount needed for this item $4,810.00

NEED: Identify any critical time constraint(s).

*Commercial Property and Community & Housing Development have an additional form.
**COMMERCIAL REAL ESTATE FORM**

**TO:** Real Estate Committee  
**FROM:** Scott Watson  
**ADDRESS:** 56 Beaufain St. Charleston, SC 29401  
**DATE:** July 14, 2022  
**DEPT:** DPRG Cultural Affairs  
**PROPERTY OWNER:** Spoleto Festival USA  
**ACTION REQUEST:** Request approval for the Mayor to execute the attached

**ORDINANCE:** Is an ordinance required? Yes ☐ No ☐

**ACTION:** What action is being taken on the Property mentioned?

| ☐ | ACQUISITION | Seller (Property Owner) | Purchaser |
| ☐ | DONATION/TRANSFER | | |
| ☐ | FORECLOSURE | | |
| ☐ | PURCHASE | | |
| ☐ | CONDEMNATION | | |
| ☐ | OTHER | | |

| ☐ | SALE | Seller (Property Owner) | Purchaser |
| ☐ | NON-PROFIT ORG, please name | | |
| ☐ | OTHER | | |

| ☐ | EASEMENT | Grantor (Property Owner) | Grantee |
| ☐ | PERMANENT | | |

1
COMMERCIAL REAL ESTATE FORM

☐ TEMPORARY
Terms:

☒ LEASE
☐ INITIAL
Terms: Rental for MOJA Festival November 11, 12, 13, 2022 $4,810.00

☐ RENEWAL
Terms:

☐ AMENDMENT
Terms:

☒ Improvement of Property
Owner:
Terms:

BACKGROUND CHECK: If Property Action Request is for the sale or lease of city property, has a background check been completed?

Yes ☐ No ☐ N/A ☒

Results: ____________________________

Signature: __________________________
Director Real Estate Management

ADDITIONAL: Please identify any pertinent detail (Clauses, Agreement Terms, Repeals, etc.) regarding City Property.

______________________________

NEED: Identify any critical time constraint(s).
LICENSE AGREEMENT
FOR
FESTIVAL HALL
56 BEAUFAIN STREET, CHARLESTON, SC 29401

This LICENSE AGREEMENT ("Agreement") is made and entered into this 20th day of May 2022 by and between CITY OF CHARLESTON ("CLIENT") and SPOLETO FESTIVAL USA, INC. a South Carolina nonprofit corporation and Festival Hall ("Licensor/Manager").

The parties agree as follows:

1. Description and Use of Premises.

Licensor/Manager licenses to CLIENT and CLIENT licenses from Licensor/Manager the temporary use of premises which includes Festival Hall and the adjacent Alicia's Garden (collectively, the "Premises").

It is understood by both parties that the intended use is to host a Free Verse Festival for up to 400 guests.

Licensor/Manager hereby licenses to CLIENT the Premises for the following dates:

- Friday, November 11, 2022: 9 a.m. – 11 p.m. (load-in/venue access begins at 9 a.m., performance at TBD time, venue clear by 11 p.m.)
- Saturday, November 12, 2022: 3 p.m. – 11 p.m. (venue access at 3 p.m., performance at TBD time, venue clear by 11 p.m.)
- Sunday, November 13, 2022: 9 a.m. – 5 p.m. (venue access at 9 a.m. for load-out, venue clear/clear by 5 p.m.)

CLIENT shall use and occupy said Premises in a safe and careful manner and shall comply with all the rules and regulations set forth in "Venue Policies & Event Guidelines" attached hereto as Exhibit "A", payment of all rates and fees provided in "Venue Rates & Fees" attached hereto as Exhibit "B", technical requirements set forth in "Technical Specifications" attached hereto as Exhibit "C", and all timelines provided in "Client Event Checklist & Timeline of Items Due" attached hereto as Exhibit "D", as well as the laws of the city, county, and local state governing the Premises. CLIENT understands that all Exhibits attached are incorporated into and made a part of every Agreement signed by CLIENT and Licensor/Manager.

Licensor/Manager reserves the right to refuse the use of the Premises if Licensor/Manager feels, at their sole discretion, the intended use is not in keeping with the integrity of the Premises. If, after the Agreement has been executed, it is determined that the use of the Premises is not consistent with the original intended use, Licensor/Manager reserves the right to render the Agreement null and void. If this should occur, any deposits made in keeping with the letter of the Agreement shall be forfeited.

CLIENT agrees to accept the Premises "as is" and to make no improvements, changes, alterations, or decorations without Licensor/Manager's prior written consent and must meet all fire code and other standards of the City of Charleston.

2. Rent and Expenses

CLIENT agrees to pay to Licensor/Manager rental fees ("Rent") for non-exclusive use of the Venue as set forth in the Event Estimate ("Proposal"). Exhibit "A", and Exhibit "B". The total amount of Rent for all the Terms listed above is $3,500.

In addition to Rent, CLIENT agrees to reimburse Licensor/Manager all wages, overhead, and benefits for any labor (union or non-union) necessary to ensure proper use during required event activity, rehearsal, set-up, performance, or anytime CLIENT occupies Premises, to be determined solely by the Licensor/Manager. The numbers of staff necessary will be agreed upon in writing prior to the event by Licensor/Manager and CLIENT. The minimum call is 4 hours and fractions of hours shall be rounded up to the nearest half-hour. Holidays and overtimes rates may apply.

All labor will be employed by Licensor/Manager, represent Licensor/Manager's interests in protecting and caring for the Premises, and provide ingress and egress to CLIENT to the Premises. While CLIENT occupies the Premises, this crew member will assist CLIENT in its agreed upon event, rehearsal, or performance needs.
In addition to reimbursements for Rent and labor, CLIENT agrees to reimburse to Licensor/Manager, the cost for the security and/or standby emergency services personnel that are required as is set forth in Exhibit "A". Licensor/Manager will provide CLIENT with the numbers of security or standby emergency services personnel that are required in writing prior to the event as part of the event estimate ("Proposal").

CLIENT agrees to reimburse Licensor/Manager for any equipment rentals, excessive trash removal, special mechanical or electrical connections/equipment, repairs necessary due to damage caused by CLIENT, and any expense related to the CLIENT set-up, actual event, or rehearsal/performance.

Within fifteen (15) business days after the CLIENT’s event, and CLIENT’s completion of obligations under this Agreement, Licensor/Manager will provide to CLIENT an itemized bill for additional Rent, labor and expenses with all pre-payments applied to the invoice. CLIENT agrees that payment of each invoice is due within fifteen (15) days of the date of each invoice. Any remaining funds will be refunded to CLIENT within fifteen (15) business days.

3. Payment Terms.

One-half (50%) of the total Rent and the full (100%) of the Damage Deposit are due to Licensor/Manager upon signing of this Agreement. The balance (50%) of the total Rent plus the full (100%) amount of any other add-ons, labor and estimates are due thirty (30) days prior to event. Checks should be made payable to Spoleto Festival USA.

Licensor/Manager will provide to CLIENT a Proposal of the costs based on discussions between Licensor/Manager and CLIENT concerning event set-up, operation, and strike. The amount of this Proposal is due with the balance of the Rent thirty (30) days prior to event. Any labor overages paid will be refunded to CLIENT within fifteen (15) business days after the event.

4. Payment Parties.

The CLIENT who signs this Agreement is responsible for all terms and conditions regardless of whether a third-party agrees to make payments to Licensor/Manager. CLIENT agrees that any third-party payer is not included in this Agreement and all communication and liability is held between CLIENT and Licensor/Manager. Should the third-party payer dispute any charges and/or refuse to make any payments required by this Agreement, the CLIENT is required to make all deposits and pay all amounts due to Licensor/Manager under this Agreement.

5. Services Provided.

In consideration of Rent outlined above in Section 3, Licensor/Manager agrees to provide the following basic services and supplies at no cost to CLIENT: all standard utilities including electricity, gas, water, and sewer; pest control; standard HVAC, elevator, sprinkler system, and fire alarm; building insurance; and Alicia’s Garden maintenance.

Additionally, Licensor/Manager agrees to provide access and use of the main entrance and lobby, 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 (swept, mopped, vacuumed, all trash removed) and clear of all decor, 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.

CLIENT understands that, unless otherwise agreed upon in writing, license of the Premises does not include any 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 not otherwise provided for in this Agreement.

Licensor/Manager shall keep Premises in reasonable repair; but it shall not be liable for any damage occasioned by enforceable failure or malfunction of plumbing, gas, water, steam, sewage, heating, air conditioning, electrical equipment, or internet; or any part thereof, including any adjacent premises which should be so damaged or destroyed by fire, flood or any other cause without the fault of Licensor/Manager preventing the use of the Premises for the purposes and during the times specified hereunder. Should entire Premises be deemed not usable by Licensor/Manager without the fault of Licensor/Manager, then this Agreement shall terminate immediately; and in such event, Licensor/Manager shall be paid Rent due until Premises is deemed not usable and for the items of expense incurred hereunder and accrued prior to such destruction or damage, and Licensor/Manager shall refund to CLIENT any unearned Rent and charges paid in advance. Should part or the entire Premises be deemed not usable for the conditions and reasons stated above and this Agreement terminates, Licensor/Manager shall not be liable for any damages to CLIENT as a consequence of the termination.
6. **Insurance.**

CLIENT must obtain general liability insurance as required in Exhibit "A".

7. **Cancellation Terms.**

Cancellation of any event must be done in writing, preferably in email form, to the Licensor/Manager. Cancellations of 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 cancellation ninety (90) days or more prior to the scheduled event and/or load-in date will result in a full refund of any rental fee(s) paid, net of any expenses incurred and the damage deposit (due to loss of rental).

8. **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.

9. **Use of Premises by Others.**

Licensor/Manager reserves the right to license the Premises to another outside organization during the same Terms listed in this Agreement as long as it does not conflict with any previously planned use of the Premises by CLIENT and upon prior written consent of CLIENT.

10. **Control of Premises.**

The Premises and the keys to the Premises shall be at all times during the Term under the charge and control of Licensor/Manager. Licensor/Manager and other duly authorized representatives of Licensor/Manager shall have the right to enter the Premises, and all parts thereof, at all times during any and all occupancies. CLIENT shall provide a schedule and reasonable notice to Licensor/Manager for its daily access to the Premises.

11. **Damage to Premises.**

It is the responsibility of CLIENT to ensure the Venue is cleaned and returned to its pre-event condition in all interior and exterior spaces immediately after the Event as outlined in Exhibit "A".
If the Premises, including any part of the Auditorium or any furniture, fixtures or equipment located on the Premises during the term of this Agreement shall be damaged by the act, default, or negligence of CLIENT, or its agents, employees, patrons, guests, or any person admitted to the Premises by CLIENT, CLIENT shall immediately report such damage to Licensor/Manager upon discovery. Licensor/Manager shall repair the damage within a reasonable time and bill CLIENT for such repairs or replacement. Should the Premises be deemed not usable due to destruction or damage by CLIENT, CLIENT shall pay Rent and any expenses due for all dark weeks until Premises can be repaired and put back into use by CLIENT or other organization.

All equipment entrusted to the care of Licensor/Manager or on the Premises during the term of this Agreement which shall become lost, stolen, or disappear shall be the sole responsibility of CLIENT. CLIENT shall be responsible to pay full replacement costs to Licensor/Manager.

Subject to applicable law, CLIENT shall assume full responsibility for the character, acts, and conduct of all persons admitted to the Premises by CLIENT or by or with consent of any person acting for or on behalf of CLIENT. CLIENT shall have on hanc at all times, at its own expense, such police and fire force as required by local regulatory authorities.

12. Liability

Licensor/Manager and CLIENT acknowledge that each party shall be responsible to the other party for its respective acts of negligence with respect to the Premises in accordance with and to the extent provided in the South Carolina Tort Claims Act, as amended. CLIENT acknowledges and agrees to reimburse on demand all costs and fees, including attorney's fees, that the School District, the City, and/or Licensor/Manager incur as a result of any action brought against the School District, the City, and/or Licensor/Manager with respect to the Premises arising from CLIENT's use of the Premises in accordance with and to the extent provided in the South Carolina Tort Claims Act, as amended.

CLIENT assumes all risk of damage to and loss of (by theft or otherwise) the equipment, instruments, clothing, or other property of CLIENT or of CLIENT's guest artists or other parties contracting with CLIENT, as well as employees and guests thereof; and Licensor/Manager, the School District, and the City are hereby expressly released and discharged from any and all liability for any such loss, and CLIENT shall, to the extent permitted by law, indemnify Licensor/Manager, the School District, and the City for the same.

13. Termination

Upon termination of this Agreement, CLIENT shall deliver to Licensor/Manager the Premises in as good a condition and repair as the same be found at the beginning of the Term hereof.

If CLIENT stops production or terminates this Agreement for any reason prior to the end of the final Term listed above, all remaining Rent amounts for all Terms within thirty (30) days of termination, and any expenses due to Licensor/Manager will be due immediately.

If CLIENT fails to remove all of its effects by 11:59 PM of the last day of each Term as outlined in Section 2 unless otherwise negotiated and with Licensor/Manager's written consent, CLIENT shall be deemed to have abandoned the same and Licensor/Manager may dispose of these effects as it sees fit. CLIENT shall continue to pay Rent until such effects are removed and shall be liable to Licensor/Manager for all costs and expenses in moving and disposing of same.

14. Negotiation of Other Matters

Any matters between CLIENT and Licensor/Manager which are not expressly provided for in this Agreement shall be negotiated to reach a good faith agreement between CLIENT and Licensor/Manager, or their agents.

15. Entire Agreement

This Agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

16. Modification of Agreement

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in a writing signed by each party or an authorized representative of each party.

17. Timeliness

This Agreement shall be void if not returned, countersigned, within fifteen (15) days of the date shown in the introductory paragraph above.
18. **Client Acknowledgement.**

By my signature I attest that I have read, understand, and agree to the terms of this Agreement including any attachments for myself, my producers, managers, vendors, and participants.

IN WITNESS WHEREOF, the parties hereto have executed this License Agreement the day and year written below.

"Licensor/Manager":

SPOLETO FESTIVAL USA, INC.
14 George Street
Charleston, SC 29401

_________________________
Dexter Foxworth
Director of Operations

_________________________
Date

"CLIENT":

CITY OF CHARLESTON
The Hon. John T. Tecklenburg, Mayor
75 Calhoun Street, Suite 3800
Charleston, SC 29401

_________________________
Client Signature

_________________________
Mayor

_________________________
Title

_________________________
Date
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 CLIENTS Event plans. The terms of these Policies are incorporated into every Agreement signed by the CLIENT and Licensee/Manager. CLIENT is responsible for reading, understanding, and adhering to these Policies or themselves, their managers, producers, vendors, and participants. Festival Hall is managed by Spe Kids Festival USA, Inc. (Licensee/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 Licenseor/Manager.

Service animals must be kept keened 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
License/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.

License/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, 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 on-site 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 as 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 as all caterers and food service operators must follow any policies as well as 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.

Public Liability Insurance
During the term of the Agreement, the City shall keep in force at its expense, public liability insurance (provided by the South Carolina Insurance Fund or other insurance chosen by the City) with a limit not to exceed the amounts listed below for damages as a result of any one occurrence including damages for care and loss of services, because of personal injury sustained by one or more persons or organizations, or by any combination of personal injury or property damage sustained by one or more persons or organizations.
1. A limit of Three Hundred Thousand and NO/100 ($300,000.00) Dollars per person arising because of loss from a single occurrence on account of bodily injuries, because of property damage sustained, or by any combination of personal injury or property damage, and
2. A total sum not to exceed Six Hundred Thousand ($600,000.00) Dollars as the result of any one occurrence, accident or disaster.

A copy of the City's certificate of insurance will be provided upon request.

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. For 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, calwalks, 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 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 (sems, 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 on-site 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 daily 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: 55 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 the 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 17).

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 'Event Name and 'Date in the memo line
4. Credit card

Payment Schedule

<table>
<thead>
<tr>
<th>1. Deposit (retainer fee and refundable damage deposit)</th>
<th>Due as outlined in the CLIENT’S signed Agreement and with required insurance documents</th>
</tr>
</thead>
<tbody>
<tr>
<td>2. Remaining payment balance</td>
<td>Thirty (30) days prior to Event load-in</td>
</tr>
<tr>
<td>3. Final payment for additional services</td>
<td>Fifteen (15) days upon receipt of final invoice</td>
</tr>
</tbody>
</table>

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

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

Licenser/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. Licenser/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.

Licenser/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 Licenser/Manager. Artwork for signage should be sent to the Licenser/Manager for approval no less than thirty (30) days prior to the intended install date. Placement of approved directional or informational signage 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. Licenser/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 Licenser/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 Licenser/Manager for approval no less than thirty (30) days prior to the intended install date. Licenser/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 Licenser/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 Licenser/Manager for approval no less than thirty (30) days prior to the intended install date. Licenser/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 Licenser/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, 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 prior 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.
CLIENT ACKNOWLEDGMENT

These Venue Policies and Event Guidelines are incorporated into and made a part of every license agreement issued by Licensor/Manager for the Festival Hall. Any deviations from these Venue Policies and Event Guidelines must be pre-approved by Licensor/Manager. By signing below, I acknowledge that I have read, understand, and agree to the Venue Policies and Event Guidelines for myself, my producers, managers, vendors, and participants.

CLIENT Signature

Mayor
Title

Date
<table>
<thead>
<tr>
<th>Service</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Daily Entry Fee</td>
<td>$5.00</td>
</tr>
<tr>
<td>Weekly Entry Fee</td>
<td>$31.50</td>
</tr>
<tr>
<td>Monthly Entry Fee</td>
<td>$120.00</td>
</tr>
</tbody>
</table>

**Holiday Fee**

- For entry on or around a holiday date
- Must be entered during the Christmas holiday period
- Additional fee will be charged
- Entry fee is not included in the package

<table>
<thead>
<tr>
<th>Event</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cleaning Fee</td>
<td>$4.50</td>
</tr>
<tr>
<td>Guest Restroom Allocated</td>
<td>$7.00</td>
</tr>
<tr>
<td>Time Overage Fee</td>
<td>$3.50</td>
</tr>
<tr>
<td>Loading Zone Violation</td>
<td>$5.75</td>
</tr>
<tr>
<td>Late Submission Fee</td>
<td>$22.50</td>
</tr>
<tr>
<td>Off-Peak Hidden</td>
<td>$6.00</td>
</tr>
<tr>
<td>Excess of 40 Guests</td>
<td>$20.00</td>
</tr>
<tr>
<td>Additional Hour</td>
<td>$3.90</td>
</tr>
<tr>
<td>Additional Day</td>
<td>$1,000</td>
</tr>
</tbody>
</table>

**Additional Costs**

- Additional costs may be incurred for
- Overstay
- Early departure
- Additional guests
- Special events

**Exhibition**

- Weekday Rates
- Weekend Rates

**2022-2023 Rental Rates**
Exhibit “C”

Festival Hall
Technical Specifications

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

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DRESSING ROOMS AND WARDROBE....................................................................................... 7
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GENERAL INFORMATION

Festival Hall
56 Beaufain Street
Charleston, SC 29401

W: www.festivalhallcharleston.com
E: info@festivalhallcharleston.com
P: 843.724.1196

With stately columns framing its doors, Festival Hall makes a striking first impression within the historic Charleston landscape. Nestled in downtown's Harleston Village neighborhood—easily walkable from some of the city's premier hotels and restaurants—its white exterior contrasts with its lush adjoining Alicia's Garden courtyard and the Southern blue skies above. Step inside, however, and the stark façade gives way to a warm and welcoming industrial-style hall with glass paneling, exposed brick, and modern fixtures.

Built in 1939 and renovated in 2008, the structure was redesigned with versatility in mind. Festival Hall has the infrastructure of a classic theater, making it a uniquely accessible and transformative space for any occasion. The main room, equipped with an extensive catwalk system, and theatrical lighting, features movable air walls, providing the opportunity to create various spaces within. An attached back-of-house area can be easily outfitted by diverse food-and-beverage operations, and six side rooms can be utilized as dressing rooms, green rooms, safe-storage, or behind-the-scenes sites for stylists and designers alike.
VENUE OVERVIEW
Backstage Storage – Scene Bay

1. Location: There is a scene bay offstage right from the north end of the Venue. This is mostly open space, but also houses an office for Venue staff, electrical and pump rooms, and often serves as the green room for shows.

2. Access: A large opening leads to the scenery bay with a large, tracked door to cover it. The opening is 17'3" wide x 18'3" tall.

3. Dimensions: The scene bay is approximately 44'-0" (east to west) x 57'-0" (north to south.)

Backstage Storage – Behind Traveler Curtain

1. Location: Located behind the traveler curtain in the North/Black room is storage for the Venue. With 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.

2. Access: Due to storage, there is generally no access behind the traveler curtain, nor can additional items be stored in this location. For access options, please contact your Venue contact.

3. Dimensions: The traveler curtain sits approximately 12 feet off the back wall and is not captured in Venue dimensions or floorplans.
### Space Dimensions

<table>
<thead>
<tr>
<th>Description</th>
<th>Measurement</th>
<th>Conversion</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proscenium width</td>
<td>69'-10&quot;</td>
<td>(10.26m)</td>
</tr>
<tr>
<td>Proscenium height</td>
<td>22'-10&quot;</td>
<td>(5.28m)</td>
</tr>
<tr>
<td>South Room width (east-west)</td>
<td>77'-0&quot;</td>
<td>(15.18m)</td>
</tr>
<tr>
<td>South Room length (north-south)</td>
<td>70'-0&quot;</td>
<td>(7.77m)</td>
</tr>
<tr>
<td>North Room width (east-west)</td>
<td>69'-0&quot;</td>
<td>(10.84m)</td>
</tr>
<tr>
<td>North Room length (north-south)*</td>
<td>60'-0&quot;</td>
<td>(12.14m)</td>
</tr>
<tr>
<td>Height to bottom of catwalks</td>
<td>28'-6&quot;</td>
<td>(12.31m)</td>
</tr>
<tr>
<td>Height to mid pipe</td>
<td>32'-0&quot;</td>
<td>(12.14m)</td>
</tr>
<tr>
<td>Height to high pipe</td>
<td>33'-0&quot;</td>
<td>(2.79m)</td>
</tr>
<tr>
<td>Storage Room Width (east-west)</td>
<td>44'-0&quot;</td>
<td>(16.45W x 5.18D x 2.31H); (1.27m)</td>
</tr>
<tr>
<td>Storage Room Length (north-south)</td>
<td>57'-0&quot;</td>
<td>(19.83m)</td>
</tr>
</tbody>
</table>

*Please note, the traveler curtain sits approximately 12 feet off the back wall in the North/Black room and is not captured in Venue dimensions and floorplans. Located behind the traveler curtain is storage for the Venue. There is generally no access behind the traveler curtain, nor can additional items be stored in this location. For access options, please contact your Venue contact.*
Stage Floor Construction

The stage floor is a solid poured concrete slab. 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.

Soft Goods and Staging Gear

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 North/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. **Traveler Curtain**: The North/Black room is equipped with a black traveler curtain on a horizontal track that site 12 feet off 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. Located behind this curtain is venue storage and therefore, the curtain generally remains drawn and in a down position. For access options, please contact your Venue contact.

3. **Stage Decks**: 4'x8' stage decks are available for an additional cost to CLIENT. An approved vendor must be hired by the CLIENT to set-up and strike these decks as the Venue does not provide labor to set and strike these decks. If CLIENT is using an AV company from our preferred vendor list, then additional labor may not be required, and the CLIENT should work directly with the preferred AV company to coordinate the set-up and strike of any rented stage decks.

AUDIO

The Venue does not have any in-house PA or effects system components (i.e., microphones, speakers, monitors, playback device, etc.) Any anticipated needs in these areas must be provided by the CLIENT. Please contact one of our preferred vendors to consult on the sound for the room.

The Venue does provide a separate electric service for audio system power. Audio power is separated from all other building power by an isolation transformer. There is a 60A distribution panel in the balcony light lock/tech room area and there are four (4) 20A Edison circuits at stage level (two (2) each in the north and south stage areas). There is elevator access to the balcony from both street and loading dock levels. However, access to the light lock/tech room requires the climb of a short series of steps. The area can accommodate a small number of audio racks.

Power for Sound

1. 60A distribution panel in balcony light lock
2. Four (4) 20A Edison circuits are located in the Venue (two (2) in north side, two (2) in south side)
DRESSING ROOMS AND WARDROBE

The Venue has a total of six (6) dressing rooms.

The dressing rooms are outfitted with adequate counter-tops, mirrors, shelving, make-up lights, chairs, and trash cans. There are very limited costume hanging fixtures in the dressing rooms. Two costume racks are available. Costumes may not be hung from sprinkler heads, shower heads, etc.

There is one (1) washer, one (1) dryer and one (1) utility sink located on the 1st floor of the dressing room area.

<table>
<thead>
<tr>
<th>First Floor Dressing Rooms</th>
<th>Size: Approx. 8' x 11' - 61 Sq. Ft</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Dressing Room # 104</strong></td>
<td>Private Toilet &amp; Sink; Shower w/ Curtain Only</td>
</tr>
<tr>
<td><strong>Dressing Room # 106</strong></td>
<td>Capacity: 1-2 People</td>
</tr>
<tr>
<td><strong>Dressing Room # 109</strong></td>
<td>Size: Approx. 13' x 11' - 137 Sq. Ft</td>
</tr>
<tr>
<td><strong>Dressing Room # 110</strong></td>
<td>Private Toilet, Sink &amp; Shower</td>
</tr>
<tr>
<td></td>
<td>Handicapped Accessible</td>
</tr>
<tr>
<td></td>
<td>Capacity: 6-8 People</td>
</tr>
</tbody>
</table>

**First Floor Dressing Rooms**

<table>
<thead>
<tr>
<th>Size: Approx. 8' x 11' - 77 Sq. Ft</th>
</tr>
</thead>
<tbody>
<tr>
<td>Private Toilet &amp; Sink; Shower w/ Curtain Only</td>
</tr>
<tr>
<td>Capacity: 1-2 People</td>
</tr>
</tbody>
</table>
Second Floor Dressing Rooms (only accessible by stairs)

Dressing Room # 202
Size: Approx. 10' x 18' – 295 Sq. Ft
2 Toilets & 2 Sinks in Separate Bathroom, 2 Sinks in Common Area
Capacity: 15-20 People

Dressing Room # 205
Size: Approx. 10' x 18' – 295 Sq. Ft
2 Toilets & 2 Sinks in Separate Bathroom, 2 Sinks in Common Area
Capacity: 15-20 People

FIRE PREVENTION

CLIENT, Event Manager, and vendors are expected to take any/all necessary precautions with fire prevention. For expanded fire prevention Venue policies, please see the Fire Prevention section of the Venue Policies and Event Guidelines document.

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 Licenser/Manager prior to the use of these effects.

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.

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.

1. All equipment is to be operated by trained, qualified personnel.
2. Suitable fall protection equipment shall be used whenever a fall hazard exists.
3. Hard hats shall be worn any time work is being performed in grid areas or when working below a lift.
LIGHTING

The Venue provides an immensely flexible lighting system ready to accommodate all of your needs. A general light wash is permanently hung in the Venue as both house light and room wash. Light locks throughout the venue are controlled via the lighting system to accommodate various set-ups. The Venue also has a small inventory that can be hung as needed by an approved A/V vendor. The A/V vendor must restore the lighting system at the end of each engagement. Please contact one of the vendors on our preferred vendor list to consult on the lighting for the room.

Equipment Inventory

<table>
<thead>
<tr>
<th>QUANTITY</th>
<th>UNIT TYPE</th>
</tr>
</thead>
<tbody>
<tr>
<td>30</td>
<td>Source 4 26deg @ 575w</td>
</tr>
</tbody>
</table>

Dimmers

The Venue has 384 hard-wired Strand CD-80 dimmers. The Strand dimmer racks are located on the second-floor south side of the scene bay. The dimmer rack addresses are 1-384.

All dimmers terminate in one of four locations on the catwalk area at the center of the building (approximately plaster line). Each of the four locations (circuit panels) consists of 16 female 6 circuit multi-ports. All dimmers terminate as female 6 circuit Socapex. Dimmers do not repeat between circuit panels.

All dimmers need to be accessed via 6 circuit Socapex breakouts and multi-cable.

The Venue has 24 hardwired ETC Unison dimmers used solely for house lights located beneath the catwalk floor. House lights can be controlled by either the ETC Ion or the ETC Unison Control System in the building.

Light locks throughout the Venue are also controlled via the ETC Unison dimmers. The dimmer address is 385-408. These dimmers can be re-patched to accommodate various set-ups.

Additional Power

1. 100A/3 phase 110v/208v located in dimmer room, accessible to catwalk via crawl space from dimmer room. No tie-in tails provided.
2. 200A/3 phase 110v/208v on north wall of storage bay w/CAM LOCK tie-in tails
3. 60A/3 phase 110v/208v (knife switch, NO tie-in tails) located outside on southwest wall near loading dock
4. 60A/3 phase 110v/208v (knife switch, NO tie-in tails) located in sprinkler room below box office
LOAD-IN AND LOAD-OUT

Elevator

Small road cases may be ferried up the elevator to the balcony or lobby levels. However, heavy cases must be emptied, and the contents carried up by hand. Elevator pads supplied the Venue must be used at all times during load-in and load-out.

Loading Dock

1. The dock has one (1) truck position available.
2. Dock is located on the west side of building.
3. Entrance through iron gate from Beaufain Street.
4. Trucks must back through Alicia’s Garden courtyard.
5. There is no shore power available.

<table>
<thead>
<tr>
<th>Description</th>
<th>Measurement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Loading dock height</td>
<td>3'-7&quot;</td>
</tr>
<tr>
<td>Loading door size at dock</td>
<td>11'-10&quot; W x 13'-2&quot; H</td>
</tr>
<tr>
<td>Loading door size into Venue</td>
<td>17'-4&quot; W x 18'-2&quot; H</td>
</tr>
</tbody>
</table>

The loading dock is available for active loading and unloading only. 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 Alicia’s Garden courtyard or the front sidewalk of the Venue. 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 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 staff support for dock management, however, please consult with Licensor/Manager for best practices for any trucks over 26’ in length prior to arrival and load-in.
SPECIAL EFFECTS AND DECORATIONS

Lasers or other potentially harmful projection or scenic devices must be pre-approved. Appropriate signage must be provided by the CLIENT and posted for audiences and attendees.

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 with the Licensor/Manager prior to the use of these effects.

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. Any material attached to drapes or table skirts must be noncombustible or possess a minimum flame spread rating.

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.

STRUCTURAL

Licensor/Manager reserves the right to review and approve all rigging and structural loads from the building’s infrastructure or catwalks. However, this approval does not constitute any responsibility or liability by Licensor/Manager for any rigging or loading. Licensor/Manager recommends that rigging and loading of any kind be reviewed and certified by a professional engineer.

All rigging in the Venue is achieved from the catwalk system. Structural I-Beams run along the bottom of the catwalk system and can be used to hang motors. A one-to-one point load may be hung from any of the main I-beams (W8 x 13s). Only one point may be hung on any given section of I-beam before it connects with truss or another section of catwalk.

No equipment or scenery may be hung from the rafters in the scene bay.

No forklifts or large motorized lifts are allowed in the building. Small capacity scissor lifts are possible but must be approved by Licensor/Manager prior to delivery and use.

All seating configurations must be approved by Licensor/Manager. Any configurations using seating risers must be drawn and stamped by an architect and approved by the City Chief Building & Fire Official.

VIDEO

The Venue does not own screens, projectors, or any other video equipment. Any anticipated needs in these areas must be provided by the CLIENT. Please contact one of our preferred vendors to consult on video for the Venue.

WIFI

The Venue is equipped with a password protected guest network.

1. Downstream bandwidth ~150mbps
2. Upstream bandwidth ~20mbps
CLIENT ACKNOWLEDGMENT

These Technical Specifications are incorporated into and made a part of every license agreement issued by Licensor/Manager for Festival Hall. Any deviations from these Technical Specifications must be pre-approved by Licensor/Manager. By signing below, I acknowledge that I have read, understand, and agree to the Technical Specifications for myself, my producers, managers, vendors, and participants.

[Signature]
Client Signature

[Title]
Production Mgr.

[Date]
July 13, 2022
Exhibit “D”

Festival Hall

Client Checklist and Timeline of Items Due

Below is the Client Checklist & Timeline of Items Due (Checklist) for the rental and use of Festival Hall (Venue). Please read carefully as this Checklist contains information concerning possible expenses pending your event plans. The terms of this Checklist are incorporated into every Agreement signed by the CLIENT and Licensor/Manager. CLIENT is responsible for reading, understanding, and adhering to this Checklist for themselves, their managers, producers, vendors, and participants. Festival Hall is managed by Spojo Entertainment USA, Inc. (Licensor/Manager).

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Due Date</th>
<th>Penalty if Not Received by Due Date*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signed contract</td>
<td>15 days from issue</td>
<td>Cancellation of Event Holds</td>
</tr>
<tr>
<td>Certificate of Insurance</td>
<td>Due upon signing</td>
<td>Cancellation of Event Hold</td>
</tr>
<tr>
<td>Damage deposit &amp; 1st payment</td>
<td>Due upon signing</td>
<td>Cancellation of Event Hold</td>
</tr>
<tr>
<td>Event Manager contact</td>
<td>Due upon signing</td>
<td>Cancellation of Event Hold</td>
</tr>
<tr>
<td>Event waivers and/or liability release (if applicable)</td>
<td>60 days prior to event load-in</td>
<td>Subject to $50 late fee</td>
</tr>
<tr>
<td>Preliminary event schedule (load-in, event, load-out)</td>
<td>40 days prior to event load-in</td>
<td>Subject to $30 late fee &amp; increased event labor fees</td>
</tr>
<tr>
<td>Preliminary vendor list</td>
<td>40 days prior to event load-in</td>
<td>Subject to $50 late fee</td>
</tr>
<tr>
<td>Remaining balance</td>
<td>30 days prior to event load-in</td>
<td>Lock out of building until received &amp; $10/day late fee</td>
</tr>
<tr>
<td>Additional labor requests</td>
<td>30 days prior to event load-in</td>
<td>Staffing requests not guaranteed</td>
</tr>
<tr>
<td>WI-FI &amp; Internet orders (if applicable)</td>
<td>30 days prior to event load-in</td>
<td>Technology requests not guaranteed</td>
</tr>
<tr>
<td>Copy of event/performance licenses &amp; permits (if applicable)</td>
<td>30 days prior to event load-in</td>
<td>Subject to $50 late fee</td>
</tr>
<tr>
<td>Signage &amp; banner artwork &amp; placement plan (if applicable)</td>
<td>30 days prior to event load-in</td>
<td>Signage approval not guaranteed</td>
</tr>
<tr>
<td>Event planning meeting</td>
<td>15 days prior to event load-in</td>
<td>Subject to $50 late fee &amp; no alcohol service permitted</td>
</tr>
<tr>
<td>Copy of Special Event Liquor License &amp; Public Posting</td>
<td>15 days prior to event load-in</td>
<td>Subject to $50 late fee</td>
</tr>
<tr>
<td>Floor plan</td>
<td>15 days prior to event load-in</td>
<td>Subject to $50 late fee</td>
</tr>
<tr>
<td>Final vendor list &amp; insurance documents</td>
<td>15 days prior to event load-in</td>
<td>Subject to $50 late fee</td>
</tr>
<tr>
<td>Final event schedule (load-in, event, load-out)</td>
<td>10 days prior to event load-in</td>
<td>Subject to $50 late fee &amp; increased event labor fees</td>
</tr>
<tr>
<td>Final payment for additional services, incidental fees, etc.</td>
<td>10 days prior to event load-in</td>
<td>$10/day late fee</td>
</tr>
<tr>
<td></td>
<td>15 days upon receipt of invoice</td>
<td></td>
</tr>
</tbody>
</table>

*Should CLIENT fail to return the required documents, information, and/or payment(s) by designated dates, as stated herein, Licensor/Manager has the right to impose additional fees, as listed above, as well cancel the Agreement and the Event without further notice. Additionally,

1. Some services and needs may not be guaranteed if CLIENT fails to return items by designated dates.
2. If CLIENT fails to provide the Certificate of Insurance, the Venue will be locked out on the day of the event until the appropriate Certificate of Insurance is provided.
3. If CLIENT fails to provide the balance of the Agreement, the Venue will be locked out on the day of the event until the full balance is provided.
4. Any CLIENTS 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.
5. Any deviations from this Checklist must be pre-approved by Licensor/Manager.

CLIENT ACKNOWLEDGMENT

The terms of the Client Checklist & Timeline of Items Due are incorporated into and made a part of every license agreement issued by Licensor/Manager for the Festival Hall. Any deviations from the Client Checklist & Timeline of Items Due must be pre-approved by Licensor/Manager. By signing below, I acknowledge that I have read, understand, and agree to the Client Checklist & Timeline of Items Due for myself, my producers, managers, vendors, and participants.

[Signature]

Client Signature

Production Mgr.

Title

July 13, 2022

Date
COMMITTEE ON REAL ESTATE
GENERAL FORM

TO: Committee on Real Estate
DATE: August 1, 2022

FROM: Julla Copeland
DEPT: Legal

ADDRESS: 375 Meeting Street, 36 John Street, and 23 Ann Street

TMS: N/A

PROPERTY OWNER: City of Charleston

"Authorizing Mayor to execute on behalf of the City Second Amendment to the Management and Operating Agreement with the Charleston Area Convention & Visitors Bureau."

ACTION REQUEST:

ORDINANCE: Is an ordinance required? Yes ☒ No ☐

COORDINATION: The request has been coordinated with:

All supporting documentation must be included

Department Head
Legal Department
Chief Financial Officer
Director Real Estate Management

Signature

Attachments

FUNDING: Was funding needed? Yes ☒ No ☐

If yes, was funding previously approved?* Yes ☐ No ☒

*If approved, provide the following:
Dept/Div. __________________ Acct: __________________
Balance in Account __________________ Amount needed for this item __________________

NEED: Identify any critical time constraint(s).

Funding will come from a 2022 Budget Amendment and/or be included in the 2023 Budget in an appropriate tourism fund budget.
AN ORDINANCE

AUTHORIZING THE MAYOR TO EXECUTE ON BEHALF OF THE CITY A SECOND AMENDMENT TO THE MANAGEMENT AND OPERATING AGREEMENT WITH THE CHARLESTON AREA VISITORS BUREAU.

BE IT ORDAINED BY THE MAYOR AND COUNCILMEMBERS OF CHARLESTON, IN CITY COUNCIL ASSEMBLED:

Section 1. That the Mayor is hereby authorized to execute on behalf of the City a Second Amendment to the Management and Operating Agreement with Charleston Area Convention and Visitors Bureau attached hereto as Exhibit 1.

Section 2. That this Ordinance shall become effective upon ratification.

Ratified in City Council this ___ day of ___ in the year of Our Lord, 2022, in the 247th Year of the Independence of the United States of America.

By: ____________________________
    John J. Tecklenburg, Mayor

ATTEST: By: ____________________________
        Jennifer Cook
        Clerk of Council
SECOND AMENDMENT TO THE MANAGEMENT AND OPERATING AGREEMENT BETWEEN THE CITY OF CHARLESTON, SOUTH CAROLINA AND THE CHARLESTON AREA CONVENTION & VISITORS BUREAU

THIS SECOND AMENDMENT TO THE MANAGEMENT AND OPERATING AGREEMENT (this "Amendment") is effective as of the date of the last signature hereto, by and between THE CITY OF CHARLESTON, SOUTH CAROLINA (together with its successors and permitted assigns, the "City") and THE CHARLESTON AREA CONVENTION AND VISITORS BUREAU (together with its successors and permitted assigns, the "CACVB") (Collectively, the "Parties").

RECITALS:

WHEREAS, the City is the owner of certain multi-use facilities located at 375 Meeting Street, 36 John Street and 23 Ann Street, Charleston, South Carolina, containing the Visitors Center, the Bus Shed, metered parking, the Best Friend Train Museum, Visitors Center Meeting Street Surface Lot, and adjoining areas and grounds, which in total make up the Visitors Center Complex, referred to herein as "Facilities" or "Visitors Center Complex"; and

WHEREAS, the City and CACVB are parties to a certain Management and Operating Agreement by and between the City and the CACVB dated effective on or around May 28, 2019 (the "Agreement"); capitalized terms that are otherwise not defined herein shall have the meaning ascribed to such terms in the Agreement; and

WHEREAS, the Parties amended the prior Agreement to include a corrected Exhibit A include the Visitors Center Meeting Street Surface Lot as a part of the "Visitors Center Complex," which dictated the addition of Exhibit F; the terms and conditions for the CACVB to lease the VRTC Meeting Street Surface Lot, and an amended Exhibit E to accurately reflect the number of spaces and amounts on the John Street Lot; and

WHEREAS, the Parties desire to amend the prior Agreement to memorialize the City’s willingness to reimburse the CACVB up to an additional $2,191,031.00, paid over a two-year period, if needed, to account for an increase in scope and costs overruns associated with the ongoing improvements to the Facilities; and

WHEREAS, the Parties also desire to amend the prior Agreement to memorialize CACVB’s willingness to reimburse the City for twenty-five (25%) percent of actual utility (water, sewer, electric, gas/heating oil) expenses associated with the building.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby amend the Management and Operating Agreement as follows:

1. **Amendments.** The Operating Agreement is hereby amended in the following respects:
Article II. Purpose of Agreement and Responsibilities of the Parties.

Section 2.02 Responsibilities of the CACVB shall be amended by adding subsection (xii) which will read as follows:

The CACVB will reimburse the City twenty-five (25%) percent of actual utility costs associated with the use of the Facilities. These utilities include, but are not limited to water, sewer, electric, gas/heating oil. The City will invoice the CACVB bi-annually (March/September). This section should be read in conjunction with Section 2.03(e).

Section 2.03 Responsibilities of the City.

2.03 (e) shall be amended by adding the following sentence:

Due to the increased scope and cost overruns associated with the renovations to the Facilities listed in Exhibit C, the City will reimburse the CACVB up to $2,191,031.00 in addition to the $5.5 million reimbursed to date pursuant to Section 2.02(a)(iv) and this section. City reserves the right to pay this amount over a two-year period, if necessary.

2. **Reaffirmation.** Except as modified by this Amendment, the City and the CACVB hereby reaffirm all terms, covenants and conditions contained in the Operating Agreement. The parties hereto agree that this Amendment shall not constitute a novation, satisfaction, or cancellation of the Operating Agreement, and except as modified herein, all other terms of the Operating Agreement shall remain in full force and effect.

3. **Miscellaneous.**
   a. This Amendment shall be binding upon the parties hereto and their respective heirs, successors and permitted assigns.
   b. The use of headings captions, and numbers of the contents of particular sections are inserted only for the convenience of identifying and indexing various provisions in this Amendment and shall not be construed as a part of this Amendment or as a limitation on the scope of any of the terms of provisions of this Amendment.
   c. The recitals or “Whereas” clauses set forth above are incorporated into and made part of this Agreement.
   d. This Amendment shall be governed, enforced and construed in accordance with the laws of the State of South Carolina.

The parties hereto have caused this **AMENDED MANAGEMENT AND OPERATING AGREEMENT** to be effective by their respective duly authorized officers as of the effective date stated herein.

[SIGNATURE PAGE TO FOLLOW]
CHARLESTON AREA CONVENTION & VISITORS BUREAU

By: __________________________
Print: ________________________
Its: _________________________
Date: ________________________

WITNESS:

______________________________
Print: ________________________

CITY OF CHARLESTON

By: __________________________
Print: ________________________
Its: Mayor
Date: ________________________

WITNESS:

______________________________
Print: ________________________
COMMITTEE ON REAL ESTATE
GENERAL FORM

TO: Committee on Real Estate
FROM: Julia Copeland
DATE: July 28, 2022
DEPT: Legal

ADDRESS: Charleston Maritime Center – 10 Wharfside Street
TMS: N/A

PROPERTY OWNER: City of Charleston

ORDINANCE TO AUTHORIZE THE MAYOR TO EXECUTE ON BEHALF
OF THE CITY AN FIRST AMENDMENT TO LEASE AGREEMENT WITH
CHARLESTON MARITIME CENTER

ORDINANCE: Is an ordinance required? Yes ☒ No ☐

COORDINATION: The request has been coordinated with:
All supporting documentation must be included

Department Head
Legal Department
Chief Financial Officer
Director Real Estate Management

Signature

Attachments

FUNDING: Was funding needed? Yes ☐ No ☒
If yes, was funding previously approved? Yes ☐ No ☐

*If approved, provide the following: Dept/Div. ___________________ Acct: ___________
Balance in Account ___________________ Amount needed for this item ___________

NEED: Identify any critical time constraint(s).
AN ORDINANCE

AUTHORIZING THE MAYOR TO EXECUTE ON BEHALF OF THE CITY FIRST AMENDMENT TO THE LEASE AGREEMENT BETWEEN CITY OF CHARLESTON AND SOUTH CAROLINA AQUARIUM.

BE IT ORDAINED BY THE MAYOR AND COUNCILMEMBERS OF CHARLESTON, IN CITY COUNCIL ASSEMBLED:

Section 1. That the Mayor is hereby authorized to execute on behalf of the City a First Amendment to the Lease between City of Charleston and South Carolina Aquarium attached hereto as Exhibit 1.

Section 2. That this Ordinance shall become effective upon ratification.

Ratified in City Council this ____ day of __________ in the year of Our Lord, 2022, in the 247th Year of the Independence of the United States of America.

By: ____________________________
John J. Tecklenburg, Mayor

ATTEST: By: ____________________________
Jennifer Cook
Clerk of Council
FIRST AMENDMENT TO LEASE AGREEMENT BETWEEN THE CITY OF CHARLESTON AND SOUTH CAROLINA AQUARIUM

THIS FIRST AMENDMENT TO LEASE AGREEMENT (the “Agreement” or “Lease”), is dated __________, 2022 (the “Effective Date” or “Commencement Date”), and is between CITY OF CHARLESTON, a South Carolina municipal corporation (the “City” or “Landlord”), and SOUTH CAROLINA AQUARIUM, a South Carolina nonprofit corporation (the “SCA” or “Tenant”).

RECITALS

WHEREAS, the City currently owns and operates the Charleston Maritime Center (“Facility”) to bring the community in touch with the waterfront and Charleston’s rich maritime history. Located near the South Carolina Aquarium, the Charleston Maritime Center is one of many projects in Charleston’s long-range plan to redevelop and revitalize the historic waterfront and provide waters-edge access to its residents and visitors. It is located at 10 Wharfside Street, near the intersection of Calhoun and Concord streets.

WHEREAS, the City and the SCA entered into a lease agreement on December 7, 2021, in a collaborative effort to improve and enhance the Facility as a classroom and community asset. This

WHEREAS, SCA desires to expand its educational reach to the Charleston Harbor through use of docks and piers owned by the City, but excluded in the original lease agreement.

NOW, THEREFORE, for and in consideration the Recitals, of the covenants and agreement of the respective parties herein contained, the parties hereto, for themselves, their successors, legal representatives and permitted assigns, do hereby agree to amend the Lease as follows:

1. **Premises** shall be amended to read as follows: The Landlord hereby leases to the Tenant and Tenant does hereby lease from the Landlord, those portions of the building and property located at 10 Wharfside Street, Charleston, SC 29401, known as the Charleston Maritime Center (“CMC”), designated as “SCA” and “SCA Outdoor Space” and color coded dark blue and light blue on the drawing attached hereto as “Exhibit A” and incorporated herein by reference, (the “Premises”), on all the terms and conditions as hereinafter set forth. The Premises shall also include an adjacent pier and dock, marked on “Exhibit B” and incorporated herein by reference. The Premises also include those designated portions of the existing building, consisting of approximately 2,750 square feet, as well as any future addition to the building or pier/dock to be constructed by SCA pursuant to Section 7 hereinbelow (“Tenant’s Renovations”). Within thirty (30) days of completion of the Tenant’s Renovations, Tenant shall cause the Premises to be re-measured, and the measurement so obtained shall be the square footage of the Premises for all purposes under this Lease and the Parties agree to amend the Lease to incorporate new measurements.

All other portions of the building and property at 10 Wharfside Street not specifically designated as
the SCA Premises, including but not limited to, the grounds, parking lot, and any piers/docks not already incorporated into the Premises, shall remain in Landlord’s sole possession and control ("City Property"); provided, however, that Tenant will have access and use of stairs, walkways, sidewalks and elevator. The outside areas of the City Property shall remain open to public pedestrian use at all times during the Term of this Lease. Tenant’s construction, use, operation and programming at the Premises shall not block, impede or interfere with the City’s or public’s access and use of the public rights-of-way, walkways, sidewalks, stairs, parking lot, dumpsters, fuel containers and fuel lines, docks and piers.

Section 7 Tenant’s Renovations: Alterations shall be amended by adding section (e), which states as follows: SCA has requested the use of a section of pier/railing of city-owned property, as indicated in Exhibit B for the purpose of facilitating an education curriculum at the Maritime Center to allow small groups to safely access the water. This use would require the addition of railings by SCA. Landlord agrees to the installation of the handrail, subject to Section 7 and its subparts. By granting this Renovation by SCA, Landlord is not granting SCA permission or authority to exclude this section of pier/dock from the general public.

Reaffirmation. Except as modified by this Amendment, the City and the SCA hereby reaffirm all terms, covenants and conditions contained in the Lease Agreement. The parties hereto agree that this Amendment shall not constitute a novation, satisfaction, or cancellation of the Lease Agreement, and except as modified herein, all other terms of the Lease Agreement shall remain in full force and effect.

Miscellaneous.
  a. This Amendment shall be binding upon the parties hereto and their respective heirs, successors and permitted assigns.
  b. The use of headings captions, and numbers of the contents of particular sections are inserted only for the convenience of identifying and indexing various provisions in this Amendment and shall not be construed as a part of this Amendment or as a limitation on the scope of any of the terms of provisions of this Amendment.
  c. The recitals or “Whereas” clauses set forth above are incorporated into and made part of this Agreement.
  d. This Amendment shall be governed, enforced and construed in accordance with the laws of the State of South Carolina.

IN WITNESS WHEREOF, the parties hereto have hereunto set their respective Hands and Seals on the day and year first hereinafore written.

WITNESSES:                        CITY

                                CITY OF CHARLESTON

By:________________________    Its:________________________

2
TENANT

SOUTH CAROLINA AQUARIUM

______________________________

By: _________________________

Its: _________________________
Exhibit A
COMMITTEE ON REAL ESTATE
GENERAL FORM

TO: Committee on Real Estate DATE: July 28, 2022

FROM: Magalie Creech DEPT: Legal

ADDRESS: 838 Morrison Drive Charleston, SC 29403

TMS: 459-07-00-010

PROPERTY OWNER: Morrison Yard Owner, LLC

Authorize the Mayor to accept, on behalf of the City of Charleston as Grantee, irrevocable deed restrictions in favor of the City in and to 838 Morrison Drive in connection with Grantor's request for Quality Outdoor Public Space incentive points and height/density bonuses under the Upper Peninsula District Zoning Ordinance

ORDINANCE: Is an ordinance required? Yes ☒ No ☐

COORDINATION: The request has been coordinated with:

All supporting documentation must be included

______________________________
Department Head

______________________________
Legal Department

______________________________
Chief Financial Officer

______________________________
Director Real Estate Management

______________________________
Signature

Attachments

FUNDING: Was funding needed? Yes ☐ No ☒

If yes, was funding previously approved?* Yes ☐ No ☐

*If approved, provide the following:

Dept/Div. ___________ Acct: ___________

Balance in Account ___________ Amount needed for this item ___________

NEED: Identify any critical time constraint(s).
AN ORDINANCE

AUTHORIZING THE MAYOR TO ACCEPT, ON BEHALF OF THE CITY OF CHARLESTON, AS GRANTEE, IRREVOCABLE DEED RESTRICTIONS IN FAVOR OF THE CITY IN AND TO 838 MORRISON DRIVE, FROM MORRISON YARD OWNER, LLC, AS GRANTOR, IN CONNECTION WITH GRANTOR’S REQUEST FOR QUALITY OUTDOOR PUBLIC SPACE INCENTIVE POINTS AND HEIGHT/DENSITY BONUSES UNDER THE CITY’S UPPER PENINSULA DISTRICT ZONING ORDINANCE.

INCIDENT TO THE ADOPTION OF THIS ORDINANCE, CITY COUNCIL MAKES THE FOLLOWING FINDINGS OF FACT:

1. Morrison Yard Owner, LLC is the owner of 838 Morrison Drive and is seeking incentive points and height/density bonuses under the City’s Upper Peninsula District Zoning Ordinance at Part 17 of Chapter 54. Morrison Yard Owner, LLC also intends a public dedication of 838 Morrison Drive.

2. Morrison Yard Owner, LLC has agreed to subject 838 Morrison Drive to irrevocable deed restrictions in favor of the City by Restrictive Covenant in connection with its pursuit of allowances under the City’s Upper Peninsula District Zoning Ordinance.

3. The City acknowledges the public benefit that will result from its acceptance of such deed restrictions in the City’s favor.

4. City Council desires to authorize the Mayor to accept the rights and interests conferred by the Restrictive Covenant from Morrison Yard Owner, LLC in and to 838 Morrison Drive.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCILMEMBERS OF CHARLESTON, IN CITY COUNCIL ASSEMBLED:

Section 1. That the Mayor is authorized to accept irrevocable deed restrictions in and to 838 Morrison Drive, Charleston, SC 29403, TMS# 459-07-00-010, from Morrison Yard Owner, LLC, by Restrictive Covenant, a copy of which is attached hereto and incorporated herein by reference as Exhibit 1.

Section 2. This Ordinance shall become effective upon ratification.
Ratified in City Council this ___ day of _____ in the year of Our Lord, 2022, in the 247th Year of the Independence of the United States of America.

By: ________________________
   John J. Tecklenburg, Mayor
STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

PREPARED BY: W. Andrew Gowder, Jr.
WHEN RECORDED RETURN TO: W. Andrew Gowder, Jr.
Austen & Gowder, LLC
1629 Meeting Street, Suite A
Charleston, S.C. 29405
DECLARANT: Morrison Yard Owner, LLC
TAX PARCEL NO. 459-07-00-010

RESTRICTIVE COVENANT

In reference to the property or properties, identified by tax parcel number above and as more fully set forth in Exhibit A.1 attached hereto ("Property"), and subject to a public dedication as required by the City of Charleston, South Carolina ("City" and "Grantee") so that MORRISON YARD OWNER, LLC ("the Grantor") may qualify for incentive points in the Upper Peninsula zoning district, the Property shall be subject to the conditions, covenants, restrictions and limitations set forth below, which shall be considered as covenants running with the land and shall be binding on the Grantor, Grantee, and their heirs, successors, and assigns, together with all successors in title to the Property:

RECITALS

WHEREAS, as provided in City of Charleston Ordinance Section 54-299.21, "Numerous studies and plans suggest the area of the Peninsula lying generally to the east of Interstate 26 and north of Huger Street (Upper Peninsula District) is well suited for greater density and increased building height due to its connectivity to major transportation routes such as I-26, Highway 17, Highway 52 and Highway 78, the expensive nature of its existing infrastructure and its relatively sparse population as compared to other areas of the Peninsula. The character of the Upper Peninsula District is distinct and different from other areas of the Peninsula in that there is not a predominance of historic buildings, thus presenting an opportunity for buildings to be sized and designed in a manner that incorporates architectural features characteristic to Charleston, but which also take advantage of the geographic features of the area, as the potential for views of both the Ashley and Cooper Rivers exist. After receiving valuable input from various sectors of the public, including residents, neighborhood leaders, area businesses and nonprofit groups, preservation organizations, developers, real estate professionals, designers and green building experts, City Council finds it to be in the public interest that this area of the Peninsula be developed in a manner that reflects the built environment, makes advantageous use of technology to protect the natural environment and which provides opportunities for diverse housing and commercial activities."

WHEREAS, as provided in Section 54-299.22, "The purpose of the Upper Peninsula District is to preserve the character and quality of the existing residential neighborhoods and to accommodate responsible growth and redevelopment through the use of incentives designed to promote and protect the built and natural environments."
WHEREAS, as provided in Section 54-299.32, "Height and density bonuses are available to owners who achieve a predetermined sum of incentive option points. The options for achieving points are identified in Table 1: Incentive Options. The number of points required to achieve a bonus for one (1) building is set out in Table 2: Building Height and Density Bonuses.

WHEREAS, as provided in Section 54-299.32 (i)(6): "Outdoor Public Space. High quality public spaces are important attributes of any thriving community. As a community grows, so too does the demand for additional outdoor space. Quality public places are thoughtfully designed to be accessible, comfortable, sociable and to provide a variety of activities. A quality outdoor public space provides a much-needed alternative to the surrounding urban development. Outdoor public spaces may include, but are not limited to, parks, plazas, and greenways."

WHEREAS Section 54-299.32(i)(6) further provides the requirements of the outdoor public space in exchange for incentive bonus points and specifically requires "... onsite contiguous outdoor space that is publicly accessible and privately maintained by the property owner. This space shall be preserved and protected in perpetuity by either a conservation easement held by a suitable entity and monitored annually or by irrevocable deed restrictions in favor of the City."

WHEREAS the Grantor wishes to obtain height and density bonus for the Property located in the Upper Peninsula District in accordance with the City's ordinance.

WHEREAS the Grantor seeks incentive points under the Quality Outdoor Public Space ("QOPS") provision of the ordinance and to that end, and in accordance with that ordinance, agrees to subject the Property to the following irrevocable deed restrictions in favor of the City.

NOW THEREFORE, the Grantor makes the grant pursuant to Section 54-299.32(i)(6) subject to the following terms and conditions:

1. **Quality Outdoor Public Space Subject to Conditions.** The QOPS subject to this restrictive covenant is defined and shown as outlined in red on the drawings attached as Exhibits A.2 and A.3, both of which are incorporated by reference herein.

2. **Terms: General Conditions.** In accordance with Section 54-299.32(i)(6), the QOPS described above shall be subject to the following General Conditions:

   a. The space shall be contiguous.

   b. The space shall be designed by a licensed landscape architect and subject to approval by applicable City boards and commissions.

   c. The space shall be at ground level, adjacent to a public right of way and visible from a public right of way. The space may connect to a public right of way via a pedestrian path; however, the path will not be factored into the size of the public space.
d. The space will be open to the public daily during normal business hours, 9:00 am to 5:00 pm. Special events or programmed activities that restrict public access shall be limited to twelve (12) days per calendar year.
e. The space shall display appropriate welcome signage at the main entrance in a prominent location.
f. The space shall accommodate, at a minimum, six (6) different semi-programmed activities which may include, but are not limited to: paths to walk, places to sit, tables to utilize, games to play, music to hear. Wi-Fi to access, playgrounds to climb, community gardens to cultivate, art exhibits to observe, fountains to watch, etc. so there are a wide range of reasons to visit the space.
g. The space shall include ample plantings such as trees, shrubs, flowering plants, groundcover, or turf, as appropriate. Generally, turf shall be limited to areas where use and/or play is anticipated. Responsible selection, placement and spacing of vegetation shall be made so all species may mature properly in the space over time.
h. The space shall include native plants or introduced plants that are not considered invasive species.
i. The space shall provide a programmable irrigation system to properly maintain plantings and/or usable turf. All irrigation systems shall use a rain sensor to prevent the irrigation from unnecessarily running during a rainstorm or directly after there has been sufficient rainfall. Irrigation is encouraged to run in early morning (before 10:00am) or early evening hours (after 4:00pm) to minimize water loss from drift, evaporation, and evapotranspiration - all associated with mid-day watering.
j. The space shall offer shade by means of plantings and/or shade structures. Greater than fifty (50%) percent of the programmed sitting areas are encouraged to be in the shade between the hours of 10:00am and 4:00pm during the summer months of June, July, and August.
k. The space shall be designed at a pedestrian scale.
l. The space shall include an appropriate hardscape and softscape material palette that is comfortable, aesthetically appealing and is of quality construction.
m. The space shall incorporate a variety of site furniture to include ample seating areas, (some designed for single users, and others designed for groups), tables, trash receptacles, recycling bins, etc.
n. The space shall integrate lighting into appropriate locations and use energy efficient lighting systems.
o. The space will provide two bike racks for outdoor bicycle parking.
p. The space shall display local public art as either a focal point or supplementary pieces.
q. Utilization of designs which serve multiple purposes to maximize efficiency in small spaces are encouraged. By way of example, a rain garden could offer stormwater management, aesthetically appealing plantings, wildlife habitat, a seat wall around the edge and a focal piece of art in the center. A piece of art could also function as a bike rack or other piece of site furniture and could be an iconic identifier of the public space.
r. The space shall not allow automobile uses except for maintenance or special event reasons.
s. The space shall have and follow a City approved long term maintenance plan, as set forth by separate agreement of the parties which may be amended from time to time upon mutual written consent.
t. Certificate of occupancy. If the committed points in this category are not achieved, the owner shall be required to substitute incentive options and earn all points necessary to justify bonuses before a certificate of occupancy will be issued.
u. Implementation. This incentive option is not limited to being in, on or around a specific building, but does need to be located onsite.
v. Point redemption. Points earned from this incentive option may be applied to any building on the site, in any full point increment.

3. **Terms: Exceptional Conditions.** In addition, the Grantor may opt to comply with one or more of the following Exceptional Conditions to achieve additional points under the ordinance:

a. The space shall accommodate, at a minimum, ten (10) different semi-programmed activities in total. Activities may include, but are not limited to paths to walk, places to sit, tables to utilize, games to play, music to hear, Wi-Fi to access, playgrounds to climb, community gardens to cultivate, art exhibits to observe, fountains to watch, etc. so there are a wide range of reasons to visit the space.

b. The space shall use rainwater catchment cisterns to collect rainwater on site. The collected rainwater shall be reused in the irrigation system to help meet the irrigation demand of the landscaped plantings. Display appropriate stormwater educational signage, approved by the Department, in a prominent location.

OR

c. The space shall incorporate renewable energy to be utilized within the space, such as solar powered overhead lighting, solar powered pathways, solar powered device charging stations, etc. Display appropriate renewable energy educational signage, approved by the Department, in a prominent location.

4. **Transfer.** The Grantor, and its successors and assigns, may freely convey any interest in the Property, but such transfer shall be subject to these deed restrictions contained in this restrictive covenant.

5. **Inspection.** The City, its representatives and assigns shall have the right to enter upon the Property, at reasonable times and with reasonable notice, for the purpose of inspecting the Property to ensure compliance with the terms of this restrictive covenant.
6. **Enforcement.** The City and its representatives, successors, and assignees are responsible for taking measures to bring the Property back into compliance if the Property is not maintained according to the terms of the ordinance or this restrictive covenant. The relative rights and responsibilities of the parties include the following:
   a. The City will notify the Grantor or its successor and any current holder of an interest of the Property in writing and advise them they have sixty (60) days to correct the violation.
   b. If the Grantor or any current holder of an interest in the Property fails to demonstrate a good faith effort to come into compliance with the terms of the ordinance or this restrictive covenant within the 60-day period, the City shall enforce the terms of the ordinance by taking any measures it deems appropriate, including but not limited to bringing an action at law or in equity in a court of competent jurisdiction.

7. **Amendment.** This agreement may be amended upon signatures of the City and the Grantor.

8. **Severability.** Should any provision of this grant or the application thereof to any person or circumstance be found to be invalid or unenforceable, the rest and remainder of the provisions of this restrictive covenant shall not be affected and shall remain valid and enforceable.

---

**IN THE PRESENCE OF:**

Morrison Yard Owner, LLC

By: __________________________

Its: __________________________

Date: _________________________

---

STATE OF SOUTH CAROLINA)

) COUNTY OF CHARLESTON )

PERSONALLY appeared before me the undersigned witness who, being duly sworn, deposes and says that s/he saw the above-named Morrison Yard Owner, LLC, by ______________________, its ___________, sign, seal and as its act and deed deliver the written Agreement and that s/he, together with the other witnesses above named, witnesses the execution thereof.

______________________________

SWORN before me this
___ day of May 2022

______________________________

NOTARY PUBLIC FOR SOUTH CAROLINA
My commission expires: ____________
IN THE PRESENCE OF:

__________________________

__________________________

THE CITY OF CHARLESTON

By: ______________________

Its: ______________________

Date: _______________

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON  )

PERSONALLY appeared before me the undersigned witness who, being duly sworn, deposes and says that s/he saw the above named The City of Charleston, by __________, its ______________, sign, seal and as its act and deed deliver the written Agreement and that s/he, together with the other witnesses above named, witnesses the execution thereof.

__________________________

SWORN before me this ___ day of May 2022

__________________________

NOTARY PUBLIC FOR SOUTH CAROLINA
My commission expires: ___________
EXHIBIT A.1

ALL THOSE CERTAIN lots, pieces or parcels of land, with the buildings and improvements thereon, if any, containing 6.05 acres, more or less, situate, lying and being in the City of Charleston, County of Charleston, State of South Carolina, being more particularly shown and designated on that certain plat recorded in Plat Book L18, at Pages 0506 and 0507 in the ROD Office for Charleston County, S.C., by E.M. Seabrook Engineers 1 Surveyors dated March 13, 2018, entitled “City of Charleston, Charleston County, S.C. Plat Showing the Abandonment of Property Lines and Combination of TMS 459-02-00-001 and 459-02-00-015 Creating a 2.91 Acre Parcel and Showing the Abandonment of Property Lines and Combination of TMS 459-07-00-008, TMS 459-07-00-009, TMS 459-07-00-010, TMS 459-07-00-016, TMS 459-07-00-017, TMS 459-07-00-018, TMS 459-07-00-024, TMS 459-07-00-025 and a Portion of TMS 400-00-00-001 Creating a 6.05 Acre Parcel All Owned by South Carolina State Ports Authority About to be Conveyed to ODP Morrison LLC”. Said parcels having such size, shape, metes, bounds, locations and dimensions as shown on said plat and as are more particularly described as follows:

PARCELS SOUTH OF JOHNSON STREET

BEGINNING AT A POINT on the southern right-of-way of Johnson Street near its intersection with Morrison Drive, thence along the right-of-way of Johnson Street N 63°06'55"E for a distance of 36.76 feet to a point marked with an iron rebar, Thence continuing along Johnson Street N 65°56'50"E for a distance of 325.62 feet to a computed point, Thence continuing along Johnson Street N 65°56'50"E for a distance of 59.34 feet to a point marked with an iron rebar, Thence along property of South Carolina State Ports Authority S 48°31'34"E for a distance of 325.12 feet to a point marked with an iron rebar, thence continuing along property of the Ports Authority around a curve to the right with a delta angle of 7°03'15", an arc of 60.33 feet, a tangent of 30.20 feet, a radius of 489.99 feet, a chord of 60.29 feet and a chord bearing of S 44°59'56"E to a point marked with an iron rebar, Thence continuing along property of the Ports Authority S 41°28'19"E for a distance of 107.40 feet to a computed point, Thence continuing along property of the Ports Authority around a curve to the right with a delta angle of 6°13'53", an arc of 76.47 feet, a tangent of 38.27 feet, a radius of 703.08 feet, a chord of 76.43 feet and a chord bearing of S 38°21'22"E to a computed point, Thence continuing along property of the Ports Authority S 49°15'43"W for a distance of 105.63 feet to a computed point, Thence continuing along property of the Ports Authority S 27°46'32"E for a distance of 129.15 feet to a computed point, Thence continuing along property of the Ports Authority S 65°50'07"W for a distance of 190.58 feet to a computed point, Thence along the right-of-way of Morrison Drive N 47°59'57"W for a distance of 72.15 feet to a computed point, Thence continuing along Morrison Drive S 65°50'07"W for a distance of 24.52 feet to a point marked with an iron pipe, Thence continuing along Morrison Drive around a curve to the left with a delta angle of 2°27'02", an arc of 326.78 feet, a tangent of 163.41 feet, a radius of 7640.00 feet, a chord of 326.75 feet and a chord bearing of N 50°50'04"W to a point marked with an iron rebar, Thence continuing along Morrison Drive N 56°07'27"W for a distance of 59.39 feet to a point marked with an iron rebar, Thence continuing along Morrison Drive N 48°44'04"W for a distance of 276.54 feet to a point marked with an iron rebar, Thence N 18°52'43"W for a distance of 27.42 feet to a point marked with an iron pipe, SAID POINT BEING THE POINT OF BEGINNING. The property contains 6.05 acres.

TMS 459-07-00-010

COMMITTEE ON REAL ESTATE
GENERAL FORM

TO: Committee on Real Estate DATE: July 28, 2022
FROM: Julia Copeland DEPT: Legal

ADDRESS: Daniel Island

TMS: 277-00-00-003

PROPERTY OWNER: City of Charleston
"AUTHORIZING THE MAYOR TO EXECUTE ON BEHALF OF THE CITY A UTILITY EASEMENT, APPROVED AS TO FORM BY THE OFFICE OF CORPORATION COUNSEL, TO DOMINION ENERGY SOUTH CAROLINA, INC., ENCUMBERING A PORTION OF THE CITY'S REAL PROPERTY DESIGNATED AS CHARLESTON COUNTY TMS NO. 277-00-00-003, WITHIN THE RIGHT OF WAY SHOWN ON REFERENCE DRAWING D-78456, TO PERMIT INSTALLATION OF OVERHEAD ELECTRIC LINE TO THE SOCCER FIELD AND LACROSSE FIELD ON DANIEL ISLAND."

ACTION REQUEST:

ORDINANCE: Is an ordinance required? Yes [x] No [ ]

COORDINATION: The request has been coordinated with:
All supporting documentation must be included

<table>
<thead>
<tr>
<th>Department Head</th>
<th>Signature</th>
<th>Attachments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Legal Department</td>
<td>[Signature]</td>
<td>[ ]</td>
</tr>
<tr>
<td>Chief Financial Officer</td>
<td>[Signature]</td>
<td>[ ]</td>
</tr>
<tr>
<td>Director Real Estate Management</td>
<td>[Signature]</td>
<td>[ ]</td>
</tr>
</tbody>
</table>

FUNDING: Was funding needed? Yes [ ] No [x]
If yes, was funding previously approved?* Yes [ ] No [ ]

*If approved, provide the following: Dept/Div. [ ] Acct: [ ]
Balance in Account [ ] Amount needed for this item [ ]

NEED: Identify any critical time constraint(s).
AN ORDINANCE

AUTHORIZING THE MAYOR TO EXECUTE ON BEHALF OF THE CITY A UTILITY EASEMENT, APPROVED AS TO FORM BY THE OFFICE OF CORPORATION COUNSEL, TO DOMINION ENERGY SOUTH CAROLINA, INC., ENCUMBERING A PORTION OF THE CITY’S REAL PROPERTY DESIGNATED AS CHARLESTON COUNTY TMS NO. 277-00-00-003, WITHIN THE RIGHT OF WAY SHOWN ON REFERENCE DRAWING D-78456, TO PERMIT INSTALLATION OF OVERHEAD ELECTRIC LINE TO THE SOCCER FIELD AND LACROSSE FIELD ON DANIEL ISLAND

BE IT ORDAINED BY THE MAYOR AND COUNCILMEMBERS OF CHARLESTON, IN CITY COUNCIL ASSEMBLED:

Section 1. That the Mayor is hereby authorized to execute on behalf of the City an electrical easement, approved as to form by the Office of Corporation Counsel, to Dominion Energy South Carolina, Inc., encumbering a portion of the City’s real property designated as Charleston County TMS No. 277-00-00-003, within the Right of Way shown on Drawing D-78456 to permit the installation of overhead electric line to the soccer field and lacrosse field on Daniel Island.

Section 2. That this Ordinance shall become effective upon ratification.

Ratified in City Council this ___ day of _____ in the year of Our Lord, 2022, in the 247th Year of the Independence of the United States of America.

By: ____________________________
John J. Tecklenburg, Mayor

ATTEST: By: ____________________________
Jennifer Cook
Clerk of Council
Easement # 902409

INDENTURE, made this __________ day of ________________, 2022 by and between The City of Charleston of the County of Berkeley and State of South Carolina, hereinafter called “Grantor” (whether singular or plural), and the DOMINION ENERGY SOUTH CAROLINA, INC., a South Carolina corporation, having its principal office in Cayce, South Carolina, hereinafter called “Grantee”.

WITNESSETH:

That, in consideration of the sum of One Dollar ($1.00) received from Grantee, Grantor, being the owner of land situate in the County of Berkeley, State of South Carolina, hereby grants and conveys to Grantee, its successors and assigns, the right to construct, extend, replace, relocate, perpetually maintain and operate an overhead or underground electric line or lines consisting of any or all of the following: poles, conductors, lightning protective wires, municipal, public or private communication lines, cables, conduits, pad mounted transformers, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary or desirable, upon, over, across, through and under land described as follows: a tract of land containing 53.55 acres, more or less, and being the same lands conveyed to Grantor by deed of Daniel Island Development Company, Inc., dated or recorded 6/25/1997, and filed in the Register of Deeds office for Berkeley County in Deed Book 1092 at Page 292; and by deed of Daniel Island Development Company, Inc., dated or recorded 6/25/1997, and filed in the Register of Deeds office for Berkeley County in Deed Book 1092 at Page 317.

The Right of Way is generally shown on Dominion Energy South Carolina, Inc. drawing, attached as Exhibit ‘A’, and is by reference made a part hereof, with the actual final Right of Way to be determined by the facilities as installed in accordance with the easement. A Dominion Energy South Carolina, Inc. drawing, approved by the Grantor, its successors or assigns, will provide authorization for revisions and or future lines.

TMS: 277-00-00-003  Oak Leaf St & Daniel Island Dr

Together with the right from time to time to install on said line such additional lines, apparatus and equipment as Grantee may deem necessary or desirable and the right to remove said line or any part thereof.

Together also with the right (but not the obligation) from time to time to trim, cut or remove trees, underbrush and other obstructions that are within, over, under or through a strip of land (“Easement Space”) extending Fifteen (15) feet on each side of any pole lines and Five (5) feet on each side of any underground wires and within, over, under or through a section of land extending Twelve (12) feet from the door side(s) of any pad mounted transformers, elbow cabinets, switchgear and other devices as they are installed; provided, however, any damage to the property of Grantor (other than that caused by trimming, cutting or removing) caused by Grantee in maintaining or repairing said lines, shall be borne by Grantee; provided further, however, that Grantors agree for themselves, their successors and assigns, not to build or allow any structure to be placed on the premises in such a manner that any part thereof will exist within the applicable above specified Easement Space, and in case such structure is built, then Grantor, or such successors and assigns as may be in possession and control of the premises at the time, will promptly remove the same upon demand of Grantee herein. Grantor further agrees to maintain minimum ground coverage of thirty six (36) inches and maximum ground coverage of fifty four (54) inches over all underground primary electric lines. Together also with the right of entry upon said lands of Grantor for all of the purposes aforesaid.

The words “Grantor” and “Grantee” shall include their heirs, executors, administrators, successors and assigns, as the case may be.

IN WITNESS WHEREOF, Grantor has caused this indenture to be duly executed the day and year first above written.

WITNESS:

The City of Charleston

_________________________________________  __________________________  
By:  Name: __________________________ 
Print: ____________________________________
Title: __________________________ 

_________________________________________  __________________________
1st Witness

_________________________________________  __________________________
2nd Witness
ACKNOWLEDGMENT

STATE OF SOUTH CAROLINA

COUNTY OF Berkeley

The foregoing instrument was acknowledged before me, the undersigned Notary, and I do hereby certify that the within named , of The City of Charleston, personally appeared before me this day and that the above named acknowledged the due execution of the foregoing instrument.

Sworn to before me this _____ day of ______________, 2022

________________________________________
Signature of Notary Public State of SC

My commission expires: _____________

________________________________________
Print Name of Notary Public

RIGHT OF WAY GRANT TO
DOMINION ENERGY SOUTH CAROLINA, INC

Line: Daniel Island Lacrosse and Soccer Field - Line Ext
County: Berkeley
R/W File Number: 25123
Grantor(s): The City of Charleston

Return to: Dominion Energy South Carolina, Inc.
Right-of-Way
2392 West Aviation Avenue MC: CH-29
North Charleston, SC 29406
REQUEST AUTHORIZATION FOR THE MAYOR TO EXECUTE, A RIGHT OF PURCHASE ON BEHALF OF THE CITY OF CHARLESTON, TO REPURCHASE 56 NUNAN STREET FROM FREEDOM MORTGAGE FOR AN AMOUNT OF $135,000.00. THE RIGHT OF PURCHASE WILL ONLY BE EXERCISED IF THE HOMEOWNER IS UNABLE TO SECURE FUNDING FROM SC HOUSING TO REPAY THE ARREARAGES THAT EXIST. STAFF HAS BEEN ADVISED THAT THE ASSISTANCE IS APPROVED AND THE ARREARAGES WILL BE ADDRESSED.

ACTION REQUEST: Awaiting final notification and documentation related to this approval.

COORDINATION: The request has been coordinated with:

All supporting documentation must be included

Department Head

Legal Dept

Property Coordinator

Property Manager

FUNDING: Was funding needed? Yes ☑ No ☐

If yes, was funding previously approved? Yes ☐ No ☑

*If approved, provide the following: Dept/Div. 473020 Acct: 53015

Balance in Account $1,600,000 Amount needed for this item $135,000.00

Based on the timing of the transaction, the City of Charleston may utilize CDBG-Program Income Funding to re-acquire this property in lieu of Fee-In-Lieu funds.

NEED: Identify any critical time constraint(s).

*Commercial Property and Community & Housing Development have an additional form.
COMMERICAL REAL ESTATE FORM

TO: John J. Tecklenburg, Mayor          DATE: August 16, 2022
FROM: Geona Shaw Johnson       DEPT: Housing and Community Development
ADDRESS: 56 Nunan Street, Charleston, SC 29403
TMS: 4600701025

Request authorization for the Mayor to execute, on behalf of the City of Charleston, a Right of Re-Purchase for a property known as 56 Nunan Street. Fifty-six (56) Nunan Street was initially acquired by the City of Charleston and then sold under the City of Charleston's First Time Homeownership Program. The re-purchase in the amount of $135,000.00 is contingent upon the homeowner not receiving monetary support from SC Housing. We have been advised that her funding is approved. However, the approval of this request represents a contingency strategy in case any aspect of the approval is invalidated.

ACTION: What action is being taken on the Property mentioned?

☒ ACQUISITION BY
☐ DONATION/TRANSFER
  Donated By: ________________________________

☒ FORECLOSURE
  Terms: See Attached

☐ PURCHASE
  Terms: ________________________________

☐ CONDEMNATION
  Terms: ________________________________

☐ OTHER
  Terms: ________________________________

☐ SALE TO

☐ FOR-PROFIT ORG, please name ________________________________
  Terms: ________________________________

☐ OTHER
  Terms: ________________________________

☐ LEASE

☐ INITIAL
  Lessor: ________________________________  Lessee: ________________________________
COMMERCIAL REAL ESTATE FORM

Terms: ____________________________________________

☐ RENEWAL
Lessor: ___________________________ Lessee: ___________________________
Terms: __________________________________________________________________

☐ AMENDMENT
Lessor: ___________________________ Lessee: ___________________________
Terms: __________________________________________________________________

X Improvement of Property
Owner: ___________________________
Terms: __________________________________________________________________

BACKGROUND CHECK: If Property Action Request is for the sale or lease of city property, has a background check been completed?

Yes ☐ No ☐

N/A
Results: __________________________________________________________________

Signature: __________________________________________________________________

Property Manager

ADDITIONAL: Please identify any pertinent detail (Clauses, Agreement Terms, Repeals, etc.) regarding City Property.

_________________________________________________________________________

NEED: Identify any critical time constraint(s).
August 3, 2022

Niandrea Taylor
56 Nunan Street
Charleston, SC 29403

RE: Freedom Mortgage Corporation v. Taylor
Loan No.: 0103992905

Hello,

Per your request, the amount to pay off the mortgage in the above referenced matter is $134,699.15 good through 08/30/2022. The accrued interest shown below is projected through 09/02/2022. Per diem in the amount of $9.23, on certain loans the entire month of interest is contractually due at beginning of the month, also other fees and costs can be added to the payoff after the expiration date of the letter, so it is necessary you verify the payoff prior to remitting funds instead of relying on the per diem to calculate a late payoff.

Current Unpaid Principal: $125,046.24
Accrued Interest: $3,132.55
Escrow/Impound Required: $2,249.86
Mortgage Insurance Premium: $257.34
Unpaid Late Charges: $154.86
Recording Fee: $10.00
Additional Items Due: $4,366.48
Less Unapplied Funds: $(593.18)
Attorney Fees & Costs: $75.00

Total: $134,699.15

We must receive certified funds payable to Freedom Mortgage Corporation by 08/30/2022.

If you have any questions, do not hesitate to contact our office.

Very truly yours,

Bell Carrington Price & Gregg, LLC

IN ACCORDANCE WITH THE FEDERAL FAIR DEBT COLLECTION PRACTICES ACT BELL CARRINGTON PRICE & GREGG, LLC IS A DEBT COLLECTOR AND THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. IF YOU HAVE RECEIVED A DISCHARGE IN A CHAPTER 7 BANKRUPTCY, WE ARE AWARE YOU ARE NOT PERSONALLY OBLIGATED FOR THIS DEBT. PLEASE BE ADVISED THAT THESE NOTICES ARE REQUIRED FOR FORECLOSURE IN THIS STATE.
July 26, 2022

J. Martin Page, Esquire
Bell Carrington Price & Gregg, LLC
339 Heyward St., 2nd Floor
Columbia, SC 29201

Re: Freedom Mortgage vs. Niandrea Jenear Taylor and City of Charleston
Case No.: 2022-CP-10-2432

Dear Martin:

As you are aware, our office represents Defendant City of Charleston in the above referenced matter. Your recent filing asserted:

18A. The Defendant, City of Charleston, may have or claim to have some interest in the subject property by virtue of that certain mortgage recorded May 7, 2018 in Book 717 at Page 50. Any interest said defendant possesses in the Subject Property is junior and subordinate to the Subject Mortgage and should be removed from title to the subject property after the judicial sale. It is the Plaintiff’s intent that this serve as 60-day notice of its intent to foreclose as required by Section 10(b) of the City of Charleston Home Program Resale Provisions.

I am informed that the homeowner is seeking state assistance and the Clerk of Court shows the matter as Stayed. While state assistance, if granted, may result in the loan being brought current and the foreclosure being dismissed, there is also the possibility that state assistance is not granted, meaning the City would need to seek City Council’s approval to exercise the Right of Purchase referenced above. I am told City staff can try to get this on the City’s Real Estate Committee meeting on August 8th, meaning it can go to City Council for a determination at the August 16th monthly meeting.

Since there is a good chance the homeowner will receive state assistance with this matter (which could make this entire exercise moot), I have been asked to explore the following with your client:

(843) 224-2413 • 11 Broad Street, Charleston, SC 29401 • chris@chrisstubes.com • www.stubeslaw.com
1. What is the monetary amount (a dollar range is fine so we can present it to Council) required if the City exercises the right to purchase the Mortgage and Promissory Note pursuant to Section 10(b) of the City of Charleston Home Program Resale Provisions; and

2. Will your client agree to allow the City's approval of the purchase of the Mortgage and Promissory Note to be CONTINGENT ON the loss mitigation efforts falling through and the matter going to a foreclosure hearing and Order? The reason for this second request is the City, as a municipality, is most interested in the property for the affordable housing component, and not to buy a performing loan that will need to be serviced until May 1, 2048.

If you can get me those answers fairly quickly, I can get them to the City's legal department so they can present the same to the decision makers for consideration.

Thank you in advance for your assistance, and I look forward to your response. Feel free to contact me if you have any questions.

Very truly yours,

STAEUBES LAW FIRM, LLC

Chris Staubes

CS/

cc: City of Charleston
REAL ESTATE COMMITTEE
GENERAL FORM

TO: John J. Tecklenburg, Mayor      DATE: August 16, 2022
FROM: Geona Shaw Johnson       DEPT: Housing and Community Development
ADDRESS: 67 America Street, Charleston, SC 29401
TMS: 459-09-02-132

Request authorization for the Mayor to execute, on behalf of the City of Charleston, an Amendment to the Development Agreement between the City and JJR Development, LLC, dated May 25, 2022, for the construction of 6 houses on 67 America Street. The Amendment requests: (i) approval to accept an increase in the construction budget from $1,765,821 to $1,936,278, (ii) an increase in the homebuyer subsidy from $500,000 to $738,000, (iii) an extension in Substantial Completion to October 1, 2023, and (iv) identification of each of the 6 lots by its designated TMS number.

COORDINATION: The request has been coordinated with:

All supporting documentation must be included

Department Head
Legal Dept
Property Coordinator
Property Manager

FUNDING: Was funding needed? Yes [x] No [ ]
If yes, was funding previously approved? Yes [x] No [ ]

*If approved, provide the following: Dept/Div. ___________ Acct: ___________
Balance in Account ___________ Amount needed for this item ___________

NEED: Identify any critical time constraint(s).

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00A.M. THE DAY OF THE CLERK'S AGENDA MEETING.

*Commercial Property and Community & Housing Development have an additional form.
TO: John J. Tecklenburg, Mayor       DATE: August 16, 2022
FROM: Geona Shaw Johnson       DEPT: Housing and Community Development
ADDRESS: 67 America Street, Charleston, SC 29401
TMS: 459-09-02-132

Request authorization for the Mayor to execute, on behalf of the City of Charleston, an Amendment to the Development Agreement between the City and JJR Development, LLC, dated May 25, 2022, for the construction of 6 houses on 67 America Street. The Amendment requests: (i) approval to accept an increase in the construction budget from $1,765,821 to $1,936,278, (ii) an increase in the homebuyer subsidy from $500,000 to $738,000, (iii) an extension in Substantial Completion to October 1, 2023, and (iv) identification of each of the 6 lots by its designated TMS number.

ACTION REQUEST:

ACTION: What action is being taken on the Property mentioned?

☐ ACQUISITION BY
☐ DONATION/TRANSFER
  Donated By:
☐ FORECLOSURE
  Terms:
☐ PURCHASE
  Terms:
☐ CONDEMNATION
  Terms:
☐ OTHER
  Terms:

☐ SALE TO
☐ FOR-PROFIT ORG, please name
  Terms:
☐ OTHER
  Terms:

☐ LEASE
COMMERCIAL REAL ESTATE FORM

☐ INITIAL
Lessor: ___________________________ Lessee: ___________________________
Terms: __________________________

☐ RENEWAL
Lessor: ___________________________ Lessee: ___________________________
Terms: __________________________

☐ AMENDMENT
Lessor: ___________________________ Lessee: ___________________________
Terms: __________________________

☑ Improvement of Property
Owner: City of Charleston
Terms: As outlined in the Amended Development Agreement

BACKGROUND CHECK: If Property Action Request is for the sale or lease of city property, has a background check been completed?

Yes ☐ No ☐

N/A
Results: ___________________________________________________________

Signature: ______________________________

Property Manager

ADDITIONAL: Please identify any pertinent detail (Clauses, Agreement Terms, Repeals, etc.) regarding City Property.

______________________________

NEED: Identify any critical time constraint(s).
STATE OF SOUTH CAROLINA )
COUNTY OF CHARLESTON )

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (the "First Amendment") is made and entered into on ____________, 2022 (the "Effective Date"), by and between the City of Charleston (the "City") and JJR Development, LLC ("Developer").

RECITALS

WHEREAS, on January 14, 2020, the City Council of Charleston ("City Council") adopted Ordinance No. 2020-007, authorizing the City to enter into a Transfer Agreement and a Development Agreement, under which the City would convey the property described therein (the "Property") to Developer for development into affordable housing units;

WHEREAS, the Development Agreement (the "Agreement") inadvertently omitted certain parcels of real property that were intended to be included in the definition of Property; and

WHEREAS, the City and Developer (collectively, the "Parties") desire to amend the Agreement to correct the definition of the term "Property" as it is used therein.

NOW, THEREFORE, for and in consideration of the mutual benefit to the Parties of extending the closing date, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

A. The recitals and attached exhibits, if any, are incorporated into the substance of this First Amendment by reference.

B. The fourth (4th) recital of the Agreement is hereby amended to read as follows:

WHEREAS, as part of the HI Plan, and that certain Transfer Agreement between the City and the Developer dated as of January 14, 2020 (as may be amended from time to time, the "Transfer Agreement"), the City is preparing to convey to the Developer that certain real property commonly known as 67 America Street (also called Father Grant’s Court), located in the City of Charleston, Charleston County, South Carolina, currently designated as Charleston County TMS #’s 459-09-02-132, 459-09-02-183, 459-09-02-184 and 459-09-02-185, 459-09-02-191, 459-09-02-190 and more particularly described and identified on Exhibit A, attached hereto and incorporated herein by reference (said property, together with any and all fixtures, buildings and improvements now or hereafter located thereon, including, without limitation, the Development (as hereinafter defined) is collectively referred to herein as the "Property"); and
C. Section 1(h) of the Agreement is hereby amended to read as follows:

“Completion Date” means the date of Substantial Completion; provided, however, the Developer must obtain Substantial Completion of the Development on or before October 1, 2023, subject to extension as provided in Section 6(a) of this Agreement. Notwithstanding the foregoing, the Developer shall be required to obtain a Building Permit from the City of Charleston within six (6) months from the date hereof.

D. Section 4 of the Agreement is hereby amended to read as follows:

4. Total Project Cost: The total cost for the Project is expected to be $1,966,278.00, which cost is itemized as follows:

(a) Property Acquisition Costs $30,000 (not included construction budget)

(b) Construction Contract $1,581,540

(c) Project Costs Not Included in Construction Contract $354,738

TOTAL $1,966,278

A schedule of the “Project Costs Not Included in Construction Contract” referenced above in this Section is attached hereto and incorporated herein by reference as Exhibit F.

E. Exhibit A to the Agreement is hereby deleted in its entirety and replaced with a new Exhibit A, which is attached hereto and incorporated herein by reference.

F. All other terms, conditions, and provisions of the Agreement shall remain in full force and effect.

[REMAINDER OF PAGE INTENTIONALLY BLANK; SIGNATURE PAGES TO FOLLOW]
IN WITNESS WHEREOF, the City of Charleston has caused these presents to be executed on the Effective Date.

WITNESSES:  

CITY OF CHARLESTON  

Print Name: ____________________________  

By:  

Print Name: John J. Tecklenburg  

Its: Mayor  

Print Name: ____________________________  

[REMAINDER OF PAGE INTENTIONALLY BLANK; SIGNATURE PAGE TO FOLLOW]
IN WITNESS WHEREOF, JJR DEVELOPMENT, LLC, has caused these presents to be executed on the Effective Date.

WITNESSES:

JJR DEVELOPMENT, LLC,
a South Carolina limited liability company

By:
Print Name: Jeffrey Roberts
Its: Managing Member
Exhibit A

Property Description

ALL that parcel, piece or lot of land, situate, lying and being located in the City of Charleston, County of Charleston, State of South Carolina shown and designated as “PROPERTY OF CITY OF CHARLESTON T.M.S. 459-09-02-132 12,977 SQ. FT. (0.298 ACRES)” on a plat entitled, “PLAT SHOWING TMS 459-09-02-132 OWNED BY THE CITY OF CHARLESTON AND A NEW 24’ PUBLIC WAY THEREON LOCATED IN THE CITY OF CHARLESTON CHARLESTON COUNTY, SOUTH CAROLINA” prepared by Atlantic Surveying, Inc., dated June 21, 2011, and recorded in Plat Book S11, Page 0133 in the RMC Office for Charleston County, South Carolina; said lot having such size, shape, dimensions, buttins and boundings as will by reference to said plats more fully and at large appear.

Being the same property conveyed to the Grantor by deed of P.A.S.T.O.R.S., a South Carolina nonprofit corporation, dated June 15, 2020 and recorded in the Register of Deeds Office for Charleston County on July 9, 2020 in Book 0896, at Page 429.

TMS Nos.: 459-09-02-132, 459-09-02-183, 459-09-02-184, 459-09-02-185, 459-09-02-190, 459-09-02-191.
## Construction Costs

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<td><strong>SUBTOTAL</strong></td>
<td>$241,915.00</td>
<td>$237,565.00</td>
<td>$234,065.00</td>
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<td>$272,348.34</td>
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Total Construction all 5 Houses: $1,581,540.00
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<th>9 update</th>
<th>7 update</th>
<th>11 update</th>
<th>15 update</th>
<th>19 update</th>
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<td>Architecture Design (Paid already by City)</td>
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<td>Additional Architecture Design</td>
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<td>Insurance (Casualty &amp; G.L.)</td>
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<td>Total all Soft Costs</td>
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<td>Subtotal for all costs</td>
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<td>$ 1,683,720.00</td>
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<td>Developer Fee (15%)</td>
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<td>$ 252,558.00</td>
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Total Cost                             |           |          |          |           |           | $ 1,936,278.00 |

Total Cost per House                    |           |          |          |           |           | $ 322,713.00 |

* Legal - Agreements and Deed Preps (At Closing)
* Bank Fees - About 25 Basis Points for Loan Origination Fees
* Bank Interest - 5.658% from ServoFirst
* Includes 3 Sewer Taps at "Retail" - May Get Discount
* Includes 2 Impact Fees - May Get Discount
REAL ESTATE COMMITTEE
GENERAL FORM

TO: John J. Tecklenburg, Mayor
DATE: August 16, 2022

FROM: Geona Shaw Johnson
DEPT: Housing and Community Development

ADDRESS: 67 America Street, Charleston, SC 29401

TMS: 459-09-02-132

Request authorization for the Mayor to execute, on behalf of the City of Charleston, the Second Amendment to the Transfer Agreement between the City and JJR Development, LLC, to include the properties located at 67 America Street (TMS No. 459-09-02-132), 3 Father Grants Court (TMS No. 459-09-02-183), 7 Father Grants Court (TMS No. 459-09-02-184), and 11 Father Grants Court (TMS No. 459-09-02-185) 15 Father Grants Court (TMS 459-09-02-190) and 19 Father Grants Court (TMS 459-09-02-191) as part of the transaction and to permit closing to occur on or before September 30, 2022. (ORDINANCE).

ACTIONS REQUESTED:

COORDINATION: The request has been coordinated with:

All supporting documentation must be included

Department Head

Legal Dept

Property Coordinator

Property Manager

Signature

Attachments

FUNDING: Was funding needed? Yes ☒ No ☐

If yes, was funding previously approved? Yes ☒ No ☐

*If approved, provide the following:

Dept/Div: 473020 Acct: 53015

Balance in Account $3,500,000.00 Amount needed for this item $1,936,278

NEED: Identify any critical time constraint(s).

*Commercial Property and Community & Housing Development have an additional form.
REAL ESTATE COMMITTEE
GENERAL FORM

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED
PACKAGE IS DUE IN THE CLERK OF COUNCIL’S OFFICE NO LATER THAN
10:00A.M. THE DAY OF THE CLERK’S AGENDA MEETING.

*Commercial Property and Community & Housing Development have an additional form.
TO: John J. Tecklenburg, Mayor  DATE: August 16, 2022
FROM: Geona Shaw Johnson  DEPT: Housing and Community Development
ADDRESS: 67 America Street, Charleston, SC 29401
TMS: 459-09-02-132

Request authorization for the Mayor to execute, on behalf of the City of Charleston, the Second Amendment to the Transfer Agreement between the City and JJR Development, LLC, to include the properties located at 67 America Street (TMS No. 459-09-02-132), 3 Father Grants Court (TMS No. 459-09-02-183), 7 Father Grants Court (TMS No. 459-09-02-184), and 11 Father Grants Court (TMS No. 459-09-02-185) 15 Father Grants Court (TMS 459-09-02-190) and 19 Father Grants Court (TMS 459-09-02-191) as part of the transaction and to permit closing to occur on or before September 30, 2022. (ORDINANCE).

ACTION REQUEST:

ACTION: What action is being taken on the Property mentioned?

☐ ACQUISITION BY
☐ DONATION/TRANSFER
   Donated By:
☐ FORECLOSURE
   Terms:
☐ PURCHASE
   Terms:
☐ CONDEMNATION
   Terms:
☐ OTHER
   Terms:

☒ SALE TO
☐ FOR-PROFIT ORG, please name JJR Development, LLC
   Terms:
☐ OTHER
   Terms:

☐ LEASE
COMMERCIAL REAL ESTATE FORM

☐ INITIAL
Lessor: ___________________________ Lessee: ___________________________
Terms: __________________________________________________________________

☐ RENEWAL
Lessor: ___________________________ Lessee: ___________________________
Terms: __________________________________________________________________

☐ AMENDMENT
Lessor: ___________________________ Lessee: ___________________________
Terms: __________________________________________________________________

☐ Improvement of Property
Owner: _____________________________
Terms: __________________________________________________________________

BACKGROUND CHECK: If Property Action Request is for the sale or lease of city property, has a background check been completed?  
Yes ☐ No ☐

N/A
Results: ____________________________________________________________________

Signature: ________________________________________________
Property Manager

ADDITIONAL: Please identify any pertinent detail (Clauses, Agreement Terms, Repeals, etc.) regarding City Property.

__________________________________________

NEED: Identify any critical time constraint(s).
AN ORDINANCE

AMENDING ORDINANCE NOS. 2020-007, AS AMENDED BY ORDINANCE NO. 2021-086, BY AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE CITY OF CHARLESTON (“CITY”), THE SECOND AMENDMENT TO THE TRANSFER AGREEMENT BETWEEN THE CITY AND JJR DEVELOPMENT, LLC, TO INCLUDE THE PROPERTIES LOCATED AT 67 AMERICA STREET, ALSO KNOWN AS 1 FATHER GRANTS COURT (TMS NO. 459-09-02-132), 3 FATHER GRANTS COURT (TMS NO. 459-09-02-183), 5 FATHER GRANTS COURT (TMS NO. 459-09-02-184), AND 7 FATHER GRANTS COURT (TMS NO. 459-09-02-185) AS PART OF THE TRANSACTION AND TO PERMIT CLOSING TO OCCUR ON OR BEFORE SEPTEMBER 30, 2022 as further amended.

INCIDENT TO THE ADOPTION OF THIS ORDINANCE, CITY COUNCIL MAKES THE FOLLOWING FINDINGS OF FACT:

1. On January 14, 2020, City Council adopted Ordinance No. 2020-007, authorizing the Mayor to execute, on behalf of the City of Charleston (the “City”), a transfer agreement (the “Agreement”) and other necessary documents to convey certain property located at 67 America Street, also known as 1 Father Grants Court, currently designated as TMS No. 459-09-02-132, as more particularly described in the Ordinance No. 2020-007 (the “Property”) to JJR Development, LLC (the “Developer”), for $30,000, for the development of between four and ten affordable housing units, subject to the City’s Homeownership Initiative Guidelines. City Council

2. Section 4 of the Agreement required closing to occur within one (1) year of the date of the Agreement.

3. Section 8(B) of the Agreement required City Council to approve a development agreement with the Developer as a contingency to the closing.

4. On June 15, 2021, City Council adopted Ordinance No. 2021-086, authorizing the Mayor to execute, on behalf of the City, an amendment to the Agreement (the “First Amendment”), to extend the closing date in the Agreement to permit closing to occur on or before September 30, 2021, and to clarify that the Mayor shall have authority to execute all documents necessary to facilitate the transaction outlined in the Agreement upon approval of the substance and form of such documents by Corporation Counsel and the Director of the City’s Department of Housing and Community Development (the “Director”).
5. The Agreement and First Amendment should have included the conveyance of the additional properties described herein to the Developer for development as affordable housing.

6. The City and the Developer desire to amend the Agreement, as amended by the First Amendment, to provide the additional properties described herein to the Developer under the Agreement and to permit closing of the transaction to occur on or before September 30, 2022 as further amended.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCILMEMBERS OF CHARLESTON, IN CITY COUNCIL ASSEMBLED:

Section 1. That Ordinance No. 2020-007, as amended by Ordinance No. 2021-086, is hereby amended to authorize the Mayor to execute, on behalf of the City, that certain Second Amendment to the Agreement (the “Second Amendment”), a copy of which is attached hereto and incorporated herein by reference as Exhibit 1, to include the properties described in Section 2 of this Ordinance in the Agreement, as amended by the First Amendment and the Second Amendment, and to provide that closing may occur on or before September 30, 2022 as further amended.

Section 2. The properties included in the Agreement, as amended by the First Amendment and the Second Amendment, are described as those certain four (4) pieces, parcels, or lots of land, situate, lying and being in the City of Charleston, Charleston County, South Carolina, being more particularly shown and designated as “1 FATHER GRANTS COURT, LOT A, 2006 SF (0.046 AC.),” “3 FATHER GRANTS COURT, LOT B, 2013 SF (0.046 AC.),” “5 FATHER GRANTS COURT, LOT C, 2000 SF (0.046 AC.),” and “7 FATHER GRANTS COURT, LOT D, 3309 SF (0.076 AC.),” on that certain plat entitled, “FINAL SUBDIVISION PLAT SHOWING TMS 459-09-02-132 OWNED BY THE CITY OF CHARLESTON BEING SUBDIVIDED INTO 4 LOTS, LOT A, LOT B, LOT C & LOT D, CITY OF CHARLESTON, CHARLESTON COUNTY, S.C.,” prepared by Covert Boyd Nelson (S.C.R.L.S. No. 14813), dated March 12, 2012, revised March 27, 2012, and recorded on May 25, 2012, in Plat Book L12 at Page 0139 in the ROD Office for Charleston County, South Carolina, said pieces, parcels or lots of land having such size, shape, dimensions, buttins, and boundings as will by reference to said plat more fully and at large appear.

Section 3. The Mayor is hereby authorized to execute on behalf of the City all necessary documents, approved as to form and substance by Corporation Counsel and the Director, to facilitate the conveyance of the Properties, as defined in Section 2 of this Ordinance, to Developer, in accordance with the Agreement, as amended by the First Amendment and the Second Amendment. Without limiting the foregoing, the Mayor is hereby authorized to execute the Development Agreement and First Amendment to the Development Agreement, draft copies of which are attached hereto and incorporated herein by reference as Exhibit 2 and Exhibit 3, upon approval of the final form and substance by Corporation Counsel and the Director.

Section 4. This Ordinance shall become effective upon ratification.
Ratified in City Council this ___ day of _____ in the year of Our Lord, 2022, in the ____ Year of the Independence of the United States of America.

By: _________________________________________
    John J. Tecklenburg, Mayor
    City of Charleston

ATTEST:     By: _________________________________________
             Jennifer Cook
             Clerk of Council
STATE OF SOUTH CAROLINA  
COUNTY OF CHARLESTON  

SECOND AMENDMENT TO TRANSFER AGREEMENT

THIS SECOND AMENDMENT TO TRANSFER AGREEMENT (the "Second Amendment") is made and entered into on ________________, 2022 (the "Effective Date"), by and between the City of Charleston (the "City") and JJR Development, LLC ("Developer").

RECITALS

WHEREAS, on January 14, 2020, the City Council of Charleston ("City Council") adopted Ordinance No. 2020-007, authorizing the City to enter into a Transfer Agreement (the "Agreement"), under which the City would convey the property described therein (the "Property") to Developer for development into affordable housing units;

WHEREAS, on May 11, 2021, the City and Developer entered into that certain First Amendment to Transfer Agreement in order to extend the closing deadline to September 30, 2021; and

WHEREAS, the City and Developer (collectively, the "Parties") desire to amend the Agreement further to (i) permit the closing to occur on or before September 30, 2022, and (ii) correct the definition of Property so that it includes additional parcels of real property.

NOW, THEREFORE, for and in consideration of the mutual benefit to the Parties of extending the closing date, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

A. The recitals and attached exhibits, if any, are incorporated into the substance of this Second Amendment by reference.

B. Section 1 of the Agreement is hereby amended to read as follows:

1. AGREEMENT. Upon the terms and conditions set forth herein, the City agrees to sell and transfer to the Developer and the Developer agrees to purchase and acquire from the City the following real Property located in the City of Charleston, County of Charleston, State of South Carolina:

<table>
<thead>
<tr>
<th>Property Address</th>
<th>Tax Parcel #’s</th>
<th>Purchase Price</th>
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<tbody>
<tr>
<td>67 America Street</td>
<td>459-09-02-132</td>
<td>$30,000.00</td>
</tr>
<tr>
<td></td>
<td>459-09-02-183</td>
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<td>459-09-02-191</td>
<td></td>
</tr>
<tr>
<td></td>
<td>459-09-02-190</td>
<td></td>
</tr>
</tbody>
</table>
The aforesaid property, together with any and all fixtures, buildings and other improvements now and hereafter located thereon, is singularly referred to herein as a "Property." Developer hereby expressly acknowledges and accepts the Property shall be conveyed by City to Developer in "AS-IS" condition, with no warranties implied, expressed or written.

C. Section 4 of the Agreement is hereby amended to read as follows:

4. **CLOSING.** The closing of the conveyance of the Property from the City to the Developer (the "Closing") shall take place no later than September 30, 2022. The Closing shall take place in Charleston County, South Carolina, at a time, date and place mutually agreed to by the City and the Developer.

D. Section 1 of Exhibit A to the Agreement is hereby amended to read as follows:

1. City is simultaneously herewith conveying to Developer that certain real property located in the City of Charleston, County of Charleston, State of South Carolina, TMS Nos. 459-09-02-132, 459-09-02-183, 459-09-02-184 and 459-09-02-185, 459-09-02-190, 459-09-02-191 and more particularly described and identified on Exhibit A attached hereto and made a part hereof (said property, together with any and all fixtures, buildings and improvements now or hereafter located thereon, is collectively referred to herein as the "Property").

E. All other terms, conditions, and provisions of the Agreement shall remain in full force and effect.

[REMAINDER OF PAGE INTENTIONALLY BLANK; SIGNATURE PAGES TO FOLLOW]
IN WITNESS WHEREOF, the City of Charleston has caused these presents to be executed on the Effective Date.

WITNESSES:

CITY OF CHARLESTON

By: 

Print Name: John J. Tecklenburg
Its: Mayor

Print Name:

[REMAINDER OF PAGE INTENTIONALLY BLANK;
SIGNATURE PAGE TO FOLLOW]
IN WITNESS WHEREOF, JJR DEVELOPMENT, LLC, has caused these presents to be executed on the Effective Date.

WITNESSES:

Print Name: ____________________________

By: ____________________________
Print Name: Jeffrey Roberts
Its: Managing Member

[END OF DOCUMENT]
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<td>Water and Sewer Permits</td>
<td>ALLOW</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
</tr>
<tr>
<td>Sewer Tap</td>
<td>ALLOW</td>
<td>$-</td>
<td>$-</td>
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<td>Install Water meter boxes and water lines</td>
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<td>CVS Water Impact Fee</td>
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<td>$1,100.00</td>
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<td>Tree Removal</td>
<td>BUDGET</td>
<td>$-</td>
<td>$-</td>
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<td>$-</td>
<td>$1,500.00</td>
<td>$1,500.00</td>
</tr>
<tr>
<td>Construction Fence</td>
<td>BUDGET</td>
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<td>$1,000.00</td>
<td>$1,000.00</td>
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<td>$20,000.00</td>
<td>$20,000.00</td>
<td>$20,000.00</td>
<td>$20,000.00</td>
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<tr>
<td>TOTAL</td>
<td></td>
<td>$244,865.00</td>
<td>$242,865.00</td>
<td>$231,365.00</td>
<td>$233,865.00</td>
<td>$235,365.00</td>
<td>$233,365.00</td>
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Total Construction all 8 Houses  

<table>
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<tr>
<th>SOFT/OTHER COSTS FOR PROJECT</th>
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<tbody>
<tr>
<td>Legal</td>
<td>$8,000.00</td>
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<tr>
<td>Accounting</td>
<td>$8,000.00</td>
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<td>Interest Expense</td>
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<td>Bark Fees</td>
<td>$3,700.00</td>
</tr>
<tr>
<td>Architectural Design (Paid already by City)</td>
<td></td>
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<tr>
<td>Architectural Construction Apmn</td>
<td>$8,000.00</td>
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<td>Printing Fees</td>
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</tr>
<tr>
<td>Civil Engineering (Paid by City)</td>
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<tr>
<td>Structural Engineering</td>
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<tr>
<td>Insurance (Casualty &amp; G.L.)</td>
<td>$10,300.00</td>
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<td>Settlement Changes (Deed Stamps)</td>
<td>$19,500.00</td>
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<td>Tree Removal</td>
<td>$1,000.00</td>
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<td>AIA Products</td>
<td>$480.00</td>
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<tr>
<td>Total all Soft Costs</td>
<td>$87,620.00</td>
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</tbody>
</table>

Total for all costs  

Subtotal for all costs  

Developer Fee (15%)  

Total Cost  

Total Cost per House
COMMITTEE ON REAL ESTATE
GENERAL FORM

TO: Committee on Real Estate DATE: August 5, 2022
FROM: Julia Copeland DEPT: Legal
ADDRESS: Long Savannah Parkway
TMS: N/A
PROPERTY OWNER: Bees Resources, LP
"Authorizing Mayor to execute on behalf of the City an Escrow Agreement
between Long Savannah Land Company and HPH Properties regarding the
acquisition of land for Long Savannah Parkway."
ACTION REQUEST:

ORDINANCE: Is an ordinance required? Yes ☒ No ☐

COORDINATION: The request has been coordinated with:
All supporting documentation must be included

Department Head ☒
Legal Department ☒
Chief Financial Officer ☒
Director Real Estate Management ☒

Signature

Attachments ☐

FUNDING: Was funding needed? Yes ☐ No ☒
If yes, was funding previously approved?* Yes ☐ No ☒
*If approved, provide the following: Dept/Div. Acct:
Balance in Account Amount needed for this item 0

NEED: Identify any critical time constraint(s).
Escrow Agreement
City of Charleston – Developers

THIS ESCROW AGREEMENT ("Agreement") is made as of ________________, 2022, by and among the City of Charleston ("City"), Long Savannah Land Company, LLC, and HPH Properties, LP. ("Developers"), and Haynsworth Sinkler Boyd, PA ("Escrow Agent").

RECITALS:

A. City is acquiring, at Developers’ request pursuant to that certain Development Agreement dated August 1, 2015 between the City and Long Savannah Land Company, LLC, and recorded in the Charleston County Register of Deeds Office in Book 0521 at Page 0147 on December 3, 2015 ("Development Agreement"), the right-of-way for Long Savannah Parkway as more specifically described in Article 6 of the Development Agreement and Exhibit E thereto (hereinafter "Property" or "Right-of-Way").

B. The Development Agreement requires Developers to reimburse City for all costs associated with the acquisition of the Property, including but not limited to the cost of the Right-of-Way, appraisal and expert witness fees, reasonable attorney’s fees of the City, and if applicable, attorneys’ fees of the owners of the Right-of-Way ("the Work").

C. Developers are authorizing Escrow Agent to receive and retain all amounts paid by Developers into the escrow account of the Escrow Agent as well as any balance in the escrow account after any approved disbursement as set for in Paragraph 3 below ("Funds"), with an initial deposit in the amount of five thousand dollars ($5,000), which amount shall be held in escrow by Escrow Agent in a non-interest bearing account. Developers agree that Long Savannah Land Company, LLC, shall pay 75% of the total of any amount reasonably requested by the City to be deposited in the escrow account and HPA Properties, LP. shall pay 25% of that total amount. The City shall have no obligation to proceed until 100% of the amount reasonably requested is deposited in the escrow account.

THE PARTIES AGREE:

1. **Recitals:** The above recitals are incorporated below as if set forth at length.

2. The City shall be responsible for procuring performance of the Work to its satisfaction and shall have sole discretion to select any attorney(s) retained to undertake the legal services in connection with completion of the Work.

3. **Release of the Funds:** Escrow Agent shall hold the Funds until the first of the following events:

   A. On receipt of joint written instructions from City and Developers directing Escrow Agent to disburse the Funds to a named party, Escrow Agent shall disburse the Fund as directed in such notice. Upon such disbursement, Escrow Agent shall have no further liability under this Agreement for the funds so disbursed.

   B. In the event Escrow Agent does not receive joint written instructions under Section 3(A), above, on or before January 1, 2030 ("End Date"), Escrow Agent shall continue to hold the Funds until the first of the following events:

      i. Receipt by Escrow Agent of joint written instructions from City and Developers to disburse the Funds to a named party (upon receipt of such notice, Escrow Agent shall
make the disbursement as directed in the notice);

ii. Delivery of the Funds by Escrow Agent, at Escrow Agent’s sole discretion, to a court of competent jurisdiction. Such delivery may be by interpleader or other writ or petition. City and Developers agree that, after the Funds are delivered to court under this paragraph, Escrow Agent shall have no further liability under this Agreement and shall not be a necessary or permitted party in any action brought regarding the Funds; or

iii. Entry and receipt by Escrow Agent of an order of a court of competent jurisdiction ordering Escrow Agent to deliver the Funds (upon receipt of such order, Escrow Agent shall make the disbursement as directed in the order).

4. **Additional Funds to Complete the Work**: In the event that the Funds are insufficient to complete the Work, plus interest, costs, and attorneys’ fees, if applicable, Developers agree to deposit such additional funds with Escrow Agent as may be necessary to complete the Work. It is expressly understood and agreed that Escrow Agent assumes no liability or responsibility to the parties for the adequacy of the Funds deposited to complete the Work.

5. **Excess Funds**: Any excess Funds remaining in escrow after the completion of the Work are to be returned to Developer.

6. **Liability of Escrow Agent**: Escrow Agent shall not be liable for: (i) any act or omission done in good faith under this Agreement, nor (ii) for any reason except for gross negligence or intentional misconduct, nor (iii) any loss arising out of loss or impairment of the Funds in the course of collection or while on deposit with a bank due to bank failure, insolvency or suspension, except as shall result from failure of the Escrow Agent to comply with written instructions from the City and/or Developers to deposit the Funds in a bank which the City and Developers designated by name. Developers agree jointly and severally to hold Escrow Agent harmless for all reasonable actions taken by Escrow Agent in accordance with this Agreement. In addition, Developers further agree jointly and severally to pay all expenses of Escrow Agent, including reasonable attorneys’ fees, which may arise pursuant to or out of a dispute with reference to the rights of anyone claiming an interest in the Funds deposited under this Agreement.

7. **Construction**: In accepting any funds, securities or documents delivered under this Agreement, City and Developers understand and agree that Escrow Agent will not be called upon to construe any contract or instrument deposited with Escrow Agent, and shall be required to act in respect to the deposit under this Agreement only upon the terms of this Agreement or upon the written instructions of City and Developers. In the event a dispute arises under this Agreement, Escrow Agent reserves the right to hold any money in its possession, or any other deposits made pursuant to this Agreement, until a mutual agreement has been reached between City and Developers or pursuant to a final judgment or decree of a court of competent jurisdiction.

8. **Escrow Fee**: Developers shall pay Escrow Agent the sum of $5,000.00 for its services as Escrow Agent under this Agreement, to be paid at the time that the parties enter into this Agreement. In addition, in the event that Escrow Agent does not receive joint written instructions from City and Developers on or before the End Date, Escrow Agent shall be entitled to a monthly maintenance fee of $150.00, to be paid from the Funds at any such time as Escrow Agent, in its sole discretion, shall deem appropriate.

9. **Counterparts**: This Agreement may be executed in counterparts. When each party has executed a copy of this Agreement, the executed copies taken together shall have the same force and effect as if
executed in one document. Facsimile signatures on this Agreement shall be deemed original signatures.

10. **Notices:** Any notice required under this Agreement shall be given in writing at the addresses set forth at the end of this Agreement and by: (a) certified or registered mail, postage prepaid, (b) overnight courier guaranteeing next day delivery, (c) personal delivery, or (d) facsimile. All notices shall be deemed given three (3) business days following deposit in the United States mail with respect to certified or registered letters, one (1) business day following deposit if delivered to an overnight courier guaranteeing next day delivery and on the same day if sent by personal delivery or facsimile (with proof of transmission). Additionally, all such notices shall be simultaneously sent by email to the other parties at the email addresses set forth at the end of this Agreement.

11. **Binding:** The terms, covenants and conditions of this Agreement shall be binding upon the parties and their respective successors, heirs and assigns.

12. **Severability:** If any provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be automatically reformed and construed so as to be valid, legal, operative, and enforceable to the maximum extent permitted by applicable law while preserving its original intent. The invalidity of any part of this Agreement shall not render invalid the remainder of this Agreement.

13. **Amendment, Changes, and Modifications:** This Agreement may be amended, changed, modified, or altered, only by an instrument in writing executed by all Parties.

14. **Law Governing Construction of this Agreement:** This Agreement shall be governed by the laws of the State of South Carolina.

15. **Language Construction:** The language in all parts of this Agreement shall be construed, in all cases, according to its fair meaning. The Parties acknowledge that each Party and its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to resolved against the drafting party shall not be employed in the interpretation of this Agreement. It is expressly understood and agreed that, there being no expectation to the contrary between the Parties, no usage of trade or other regular practice or method of dealing between the Parties shall be used to modify, interpret, supplement or alter in any manner the express terms of this Agreement or any part hereof.

16. **Assignment:** No Party shall assign or transfer its interest in this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Parties, and any such attempted assignment or transfer shall be void and of no force or effect.

17. **Waiver:** Failure by a Party to insist upon strict performance of any provision hereof by the other Parties shall not be deemed a waiver by such Party of its rights or remedies or a waiver by it of any subsequent failure to perform by such other Parties, and no waiver shall be effective unless it shall be in writing and duly executed by the Party entitled to enforce the provision being waived.

18. **Escrow Agent's Representation of City:** Escrow Agent is acting as escrow agent as an accommodation to the City and Developers, and the escrow agency is contemplated to be a discharge of routine escrow instructions. Developers understand that Escrow Agent has an existing attorney-client relationship with City, and specifically consent without objection to any future representation of City by Eserow Agent, including, but not limited to representation of City with respect to the underlying transactions, the Work, or in the event of any dispute between the parties with respect to
the this Agreement and/or the underlying transactions; provided that this consent does not relieve Escrow Agent of its duties and obligations under this Agreement. City hereby waives any conflict of interest as necessary to allow Escrow Agent to perform such duties irrespective of its attorney/client relationship with City.

(SIGNATURE PAGE FOLLOWS)
DEVELOPER LONG SAVANNAH LAND COMPANY, LLC:

Name: Taylor Bush
Address: 14 Resolute Lane
City, State: Mt. Pleasant, S.C.
Phone #: 904-755-1140
Email Address: longsavannahland@gmail.com

DEVELOPER HPH PROPERTIES, LP:

Name:
Address:
City, State:
Phone #:
Email Address:

ESCROW AGENT:

HAYNSWORTH SINKLER BOYD, PA

By:

Name:
Title:
Address:
City, State:
Phone #:
Email Address:
Authorization for Release of Escrowed Funds
(complete at the time funds are requested)

Pursuant to the terms and provisions of that certain Escrow Agreement dated __________, 2022 ("Agreement") by and among the below named City and Developer and the Escrow Agent named in the Agreement, City and Developer direct Escrow Agent to disburse the Funds in the amount of $________________________

__________________________

The disbursement check should be delivered to the following address:

__________________________

__________________________

__________________________

Words not otherwise defined in this Authorization shall have the same meaning set forth in the Agreement.

Date: ______________________ Date: ______________________

CITY: ______________________ DEVELOPER LONG SAVANNAH LAND COMPANY, LLC:

Name: ______________________ Name: ______________________

Address: ____________________ Address: 14 Resolute Ln.

City, State: __________________ City, State: Mt. Pleasant, SC

Phone #: _____________________ Phone #: 803-758-1140

Date: ______________________

Developer HPH Properties, LP:

Name: ______________________

Address: ____________________

City, State: __________________

Phone #: _____________________

Email Address: __________________
COMMITTEE ON REAL ESTATE
GENERAL FORM

TO: Committee on Real Estate  DATE: June 28, 2022
FROM: Julia Copeland  DEPT: Legal
ADDRESS: Credit One Stadium; Daniel Island
TMS: N/A

PROPERTY OWNER: City of Charleston
Authorize Mayor to execute necessary documents to transfer to the Commissioner of Public Works of the City of Charleston certain utilities constructed by the City during renovations to Credit One Stadium.

ACTION REQUEST:

ORDINANCE: Is an ordinance required? Yes ☐ No ☒

COORDINATION: The request has been coordinated with:

All supporting documentation must be included

<table>
<thead>
<tr>
<th>Department Head</th>
<th>Signature</th>
<th>Attachments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Legal Department</td>
<td>☒</td>
<td>☐</td>
</tr>
<tr>
<td>Chief Financial Officer</td>
<td></td>
<td>☐</td>
</tr>
<tr>
<td>Director Real Estate Management</td>
<td></td>
<td>☐</td>
</tr>
</tbody>
</table>

FUNDING: Was funding needed? Yes ☐ No ☒
If yes, was funding previously approved?* Yes ☐ No ☐
*If approved, provide the following: Dept/Div. Acct:
Balance in Account Amount needed for this item

NEED: Identify any critical time constraint(s).
STATE OF SOUTH CAROLINA )
) BILL OF SALE
COUNTY OF CHARLESTON ) WASTEWATER

KNOW ALL MEN BY THESE PRESENTS, that CITY OF CHARLESTON
for and in consideration of the sum of ONE AND NO/100 Dollars ($1.00), and other valuable
consideration, to it in hand paid, at and before the sealing and delivery of these presents by THE
COMMISSIONERS OF PUBLIC WORKS OF THE CITY OF CHARLESTON, the receipt of which is
hereby acknowledged, have bargained and sold, and by these presents do bargain, sell, and deliver
to the said THE COMMISSIONERS OF PUBLIC WORKS OF THE CITY OF CHARLESTON, the
following described property, to-wit:

Pipes, manholes, pump stations, valves, fittings and all appurtenances associated with the
wastewater utility infrastructure installed at Seller's expense within those areas designated within
the pump station site, dedicated easements or located within the rights-of-way of any street on that
certain plat entitled Sewer Easement Plat Cabinet O Page 380 and New 15' CWS Easement
dated DECEMBER 23, 2021, prepared by PHILIP R. BRYAN, JR., P.L.S. and
all other wastewater utility infrastructure components installed subsequent to the date of said plat,
through this date.

To have and to hold the same unto the said THE COMMISSIONERS OF PUBLIC WORKS
OF THE CITY OF CHARLESTON, its Successors and Assigns, forever.

And the Seller does hereby bind its Heirs, Successors and Assigns, to warrant and forever
defend all and singular the said bargained property unto the said THE COMMISSIONERS OF
PUBLIC WORKS OF THE CITY OF CHARLESTON, its Successors and Assigns, against Grantor
and its Heirs, Successors and Assigns, and all persons lawfully claiming or to claim the same, or
any part thereof.

IN WITNESS WHEREOF Grantor has hereunto set its hand and seal on the _____ day of
__________________, 20____.

__________________________________________  ____________________________
Signature of Witness                        Signature of Grantor

__________________________________________  ____________________________
Signature of Witness                        Type or Print Name of Grantor

Sworn to before me this _______day of _________________________, 20____.

(Notary Affix Seal)
Notary Public for the State of____________________
My Commission Expires: _________________________

AG-AM-16 (Rev. 06/02/17)
When printed, this document is uncontrolled.
STATE OF SOUTH CAROLINA  
COUNTY OF CHARLESTON  
CITY OF CHARLESTON  

AFFIDAVIT OF TITLE  
WASTEWATER  

being duly sworn, deposes and says:

1. That CITY OF CHARLESTON, a duly organized corporation under the laws of the State of SOUTH CAROLINA, is the sole owner of the wastewater utility infrastructure described in the Bill of Sale to which this Affidavit is attached and that is the same entity which executed the Bill of Sale to which this Affidavit is attached.

2. That said business has full right to transfer title to the above described wastewater utility infrastructure.

3. That such wastewater utility infrastructure is free and clear of all liens, security interest, liabilities, obligations and encumbrances.

4. That there are no judgments against CITY OF CHARLESTON in any court of the State of South Carolina or the United States and there are no replevins, attachment executions, or other writs against said business; that it has not filed any petition in bankruptcy, nor has any petition in bankruptcy been filed against said business; and that it has not been adjudicated a bankrupt.

IN WITNESS WHEREOF Grantor has hereunto set its hand and seal on the _____ day of __________________, 20__.

_________________________________________  ________________________________
Signature of Witness  Signature of Grantor

_________________________________________  ________________________________
Signature of Witness  Type or Print Name of Grantor

Sworn to before me this _____ day of ____________________, 20__.

_________________________________________
(Notary Affix Seal)
Notary Public for the State of ___________________________
My Commission Expires: ___________________________

Page 1 of 1

AG-AM-18 (Rev. 06/02/17)
When printed, this document is uncontrolled.
STATE OF SOUTH CAROLINA  )
COUNTY OF Charleston     )

MAINTENANCE AGREEMENT
WASTEWATER

We, the undersigned Charleston Tennis, LLC as Developer(s) of Volvo Car Stadium Renovation agree to guarantee on behalf of The Commissioners of Public Works of The City of Charleston (The Commission) that any deficiencies found within the said development's wastewater utility infrastructure will be repaired at the Developer's expense for the period of two (2) years from the date of Commissioning of the wastewater utility infrastructure for said project, which occurred on the day of ________________, 20 ___.

Now, therefore, the condition of this obligation is such that the Developer shall make good all defects appearing in the work performed installing the wastewater utility infrastructure for said project. Defects shall be defined as faulty workmanship or materials which may develop during the period of two (2) years from the date of Commissioning of the wastewater utility infrastructure. Should the above conditions be met, this agreement shall be null and void and the total amount of the maintenance bond returned to:

Name: Charleston Tennis, LLC
Company to receive refund

Address: 161 Seven Farms Drive
Street Address (P.O. Box Not Accepted)
Charleston, SC 29492
City, State & Zip Code

The Commission shall notify the Developer of defective work requiring immediate repair. If the defective work is not corrected within thirty (30) days of the Developer's receipt of this notification, The Commission has the right to make the repairs by whatever means necessary and use the Developer's 10% maintenance bond in the amount of $83,913.50 to pay all costs for said repairs. Additionally, The Commission may also hold or cancel the installation of future services within the development.

IN WITNESS WHEREOF Grantor has hereunto set its hand and seal on the 28th day of June, 2022.

[Signature of Witness]
[Signature of Witness]

[Signature of Grantor] [Type or Print Name of Grantor]

Sworn to before me this 28th day of June, 2022.

[Notary Affix Seal]
Notary Public for the State of South Carolina
My Commission Expires: October 21, 2026

AG-AM-23 (Rev. 06/02/17)
When printed, this document is uncontrolled.
AN ORDINANCE

TO PROVIDE FOR THE ANNEXATION OF PROPERTY KNOWN AS 29 AVONDALE AVENUE (.35 ACRE) (TMS# 418-14-00-030), WEST ASHLEY, CHARLESTON COUNTY, TO THE CITY OF CHARLESTON, SHOWN WITHIN THE AREA ANNEXED UPON A MAP ATTACHED HERETO AND MAKE IT PART OF DISTRICT 9. THE PROPERTY IS OWNED BY JULIA AND JAY LANGSTON.

BE IT ORDAINED BY THE MAYOR AND THE MEMBERS OF CITY COUNCIL, IN CITY COUNCIL ASSEMBLED:

Section 1. As an incident to the adoption of this Ordinance, City Council of Charleston finds the following facts to exist:

A) Section 5-3-150, Code of Laws of South Carolina (1976) as amended, provides a method of annexing property to a city or town upon a Petition by all persons owning real estate in the area requesting annexation.
B) The City Council of Charleston has received a Petition requesting that a tract of land in Charleston County hereinafter described be annexed to and made a part of the City of Charleston, which Petition is signed by all persons owning real estate in the area requesting annexation.
C) The area comprising the said property is contiguous to the City of Charleston.

Section 2. Pursuant to Section 5-3-150, Code of Laws of South Carolina (1976) as amended, the following described property be and hereby is annexed to and made part of the City of Charleston and is annexed to and made part of present District 9 of the City of Charleston, to wit:

SAID PROPERTY to be annexed, 29 Avondale Avenue, (.35 acre) is identified by the Charleston County Assessors Office as TMS# 418-14-00-030, (see attached map) and includes all marshes, public waterways and public rights-of-way, shown within the area annexed upon a map attached hereto and made a part hereof.

Section 3. This ordinance shall become effective upon ratification.

Ratified in City Council this _____ day of
__________________, in the Year of Our Lord,
__________________, in the _____ Year of the Independence of
the United States of America.

By:

__________________________
John J. Tecklenburg
Mayor

Attest

__________________________
Jennifer Cook
Clerk of Council
Annexation Profile

Parcel Address: 29 Avondale Avenue
Owner Names: Julia and Jay Langston
Parcel ID: 4181400030

Presented to Council: 8/16/2022
Status: Received Signed Petition
Year Built: 1942
Number of Units: 1
Number of Persons: 5
Race: Caucasian
Acreage: .35
Current Land Use: Residential
Current Zoning: R-4
Requested Zoning: SR-1
Recommended Zoning: SR-1
Appraised Value: $390,000.00
Assessed Value: $15,600.00
Stormwater Fees: 120.00

| Police       | Located in existing service area - Team 4
| Fire         | Located in existing service area - Station 10
| Public Service |                                         |
| Sanitation   | Located in existing service area. One additional stop. |
| Storm Water  | Contiguous to existing service area. |
| Streets and Sidewalks | No additional City-maintained right-of-way |
| Traffic and Transportation |     |
| Signalization | None |
| Signage      | None |
| Pavement Markings | None |
| Charleston Water System | CWS service area. |
| Planning     |                                         |
| Urban Growth Line | Property is a developed site within the line. |
| City Plan    | Development and zoning are consistent with the City Plan. |
| Elevation Range | 10-12 ft |
| Parks        | Already being served. |

Notes/Comments:

City Plan Recommendation: The existing development and proposed zoning is consistent with the City Plan. Recommend annexation.
Annexation Map

Location: West Ashley

Property Address: 29 Avondale Avenue

Tax Map # (TMS): 4181400030

Area (Acres): 0.35

Council District: 9
TO THE HONORABLE MAYOR AND CITY COUNCIL OF CHARLESTON

WHEREAS, SECTION 5-3-150 (3) Code of laws of South Carolina provides for the annexation of an area or property which is contiguous to a City by filing with the municipal governing body a petition signed by all persons owning real estate in the area requesting annexation, and

WHEREAS, the undersigned are all persons owning real estate in the area requesting annexation, and

WHEREAS, the area requesting annexation is described as follows, to wit:

SAID PROPERTY, located in West Ashley (approximately 35 acres) to be annexed is identified by the Charleston County Assessors Office as Property Identification Number: TMS# 4181400030 (Address: 29 Avondale Avenue, Charleston, South Carolina, 29407).

NOW, THEREFORE, the undersigned petition the City Council of Charleston to annex the above described area into the municipal limits of the City of Charleston.

FREEHOLDERS (OWNERS) SIGNED

[Signature]

(Print Name)

[Signature]

(Print Name)

DATE OF SIGNATURE

12.12.2022

(Date)

6.12.22

(Date)
AN ORDINANCE

TO PROVIDE FOR THE ANNEXATION OF PROPERTY KNOWN AS 309 CESSNA AVENUE (.18 ACRE) (TMS# 350-09-00-028), WEST ASHLEY, CHARLESTON COUNTY, TO THE CITY OF CHARLESTON, SHOWN WITHIN THE AREA ANNEXED UPON A MAP ATTACHED HERETO AND MAKE IT PART OF DISTRICT 5. THE PROPERTY IS OWNED BY FIONA R. SANDERSON AND MARSHALL D. SANDERSON.

BE IT ORDAINED BY THE MAYOR AND THE MEMBERS OF CITY COUNCIL, IN CITY COUNCIL ASSEMBLED:

Section 1. As an incident to the adoption of this Ordinance, City Council of Charleston finds the following facts to exist:

A) Section 5-3-150, Code of Laws of South Carolina (1976) as amended, provides a method of annexing property to a city or town upon a Petition by all persons owning real estate in the area requesting annexation.

B) The City Council of Charleston has received a Petition requesting that a tract of land in Charleston County hereinafter described be annexed to and made a part of the City of Charleston, which Petition is signed by all persons owning real estate in the area requesting annexation.

C) The area comprising the said property is contiguous to the City of Charleston.

Section 2. Pursuant to Section 5-3-150, Code of Laws of South Carolina (1976) as amended, the following described property be and hereby is annexed to and made part of the City of Charleston and is annexed to and made part of present District 5 of the City of Charleston, to wit:

SAID PROPERTY to be annexed, 309 Cessna Avenue, (.18 acre) is identified by the Charleston County Assessors Office as TMS# 350-09-00-028, (see attached map) and includes all marshes, public waterways and public rights-of-way, shown within the area annexed upon a map attached hereto and made a part hereof.

Section 3. This ordinance shall become effective upon ratification.

Ratified in City Council this _____ day of
________________ in the Year of Our Lord,
________________ in the_____ Year of the Independence of the United States of America.

By:

________________________
John J. Tecklenburg
Mayor

Attest

________________________
Jennifer Cook
Clerk of Council
## Annexation Profile

**Parcel Address:** 309 Cessna Avenue  
**Presented to Council:** 8/16/2022  
**Status:** Received Signed Petition  
**Year Built:** 1955  
**Owner Names:** Fiona R. Sanderson and Marshall D. Sanderson  
**Number of Units:** 1  
**Number of Persons:** 2  
**Race:** Caucasian  
**Acreage:** .18  
**Current Land Use:** Residential  
**Current Zoning:** R-4  
**Requested Zoning:** SR-1  
**Recommended Zoning:** SR-1  
**Parcel ID:** 3500900028  
**Appraised Value:** $271,000.00  
**Assessed Value:** $10,840.00  
**Stormwater Fees:** 120.00  
**Mailing Address:** 309 Cessna Avenue  
**City Area:** Charleston, SC 29407  
**Subdivision:** Air Harbor  
**Council District:** 5  
**Within UGB:** Yes

| **Police** | Located in existing service area - Team 3 |
| **Fire** | Located in existing service area - Station 11 |
| **Public Service** |  |
| **Sanitation** | Located in existing service area. One additional stop. |
| **Storm Water** | Contiguous to existing service area. |
| **Streets and Sidewalks** | No additional City-maintained right-of-way |
| **Traffic and Transportation** |  |
| **Signallization** | None |
| **Signage** | None |
| **Pavement Markings** | None |
| **Charleston Water System** | CWS provides water. James Island PSD provides sewer. |
| **Planning** |  |
| **Urban Growth Line** | Property is a developed site within the line. |
| **City Plan** | Development and zoning are consistent with the City Plan. |
| **Elevation Range** | 10-12 ft |
| **Parks** | Already being served. |

**Notes/Comments:** The existing development and proposed zoning is consistent with the City Plan. Recommend annexation.
Annexation Map

Location: James Island

Property Address: 309 Cessna Avenue

Tax Map # (TMS): 3500900028

Area (Acres): 0.18

Council District: 5
STATE OF SOUTH CAROLINA  )
COUNTY OF CHARLESTON    )

PETITION FOR ANNEXATION

TO THE HONORABLE MAYOR AND CITY COUNCIL OF CHARLESTON

WHEREAS, SECTION 5-3-150 (3) Code of laws of South Carolina provides for the
annexation of an area or property which is contiguous to a City by filing with the municipal
governing body a petition signed by all persons owning real estate in the area requesting
annexation, and

WHEREAS, the undersigned are all persons owning real estate in the area requesting
annexation, and

WHEREAS, the area requesting annexation is described as follows, to wit:

SAID PROPERTY, located in West Ashley (approximately .18 acres) to be annexed is
identified by the Charleston County Assessors Office as Property Identification Number: TMS# 3500900028 (Address: 309 Cessna Avenue, Charleston, SC 29407).

NOW, THEREFORE, the undersigned petition the City Council of Charleston to annex the
above described area into the municipal limits of the City of Charleston.

FREEHOLDERS (OWNERS) SIGNED          DATE OF SIGNATURE

marshall d. sanderson                   7/19/22
(Signature)                             (Date)

marshall d. sanderson                   7/19/22
(Print Name)                            (Date)

fiona r. sanderson                      7/19/22
(Signature)                             (Date)

fiona r. sanderson                      7/19/22
(Print Name)
AN ORDINANCE

TO PROVIDE FOR THE ANNEXATION OF PROPERTY KNOWN AS 827 TRENT STREET (.31 ACRE) (TMS# 310-02-00-155), WEST ASHLEY, CHARLESTON COUNTY, TO THE CITY OF CHARLESTON, SHOWN WITHIN THE AREA ANNEXED UPON A MAP ATTACHED HERETO AND MAKE IT PART OF DISTRICT 7. THE PROPERTY IS OWNED BY TAYLOR B GREEN.

BE IT ORDAINED BY THE MAYOR AND THE MEMBERS OF CITY COUNCIL, IN CITY COUNCIL ASSEMBLED:

Section 1. As an incident to the adoption of this Ordinance, City Council of Charleston finds the following facts to exist:

A) Section 5-3-150, Code of Laws of South Carolina (1976) as amended, provides a method of annexing property to a city or town upon a Petition by all persons owning real estate in the area requesting annexation.

B) The City Council of Charleston has received a Petition requesting that a tract of land in Charleston County hereinafter described be annexed to and made a part of the City of Charleston, which Petition is signed by all persons owning real estate in the area requesting annexation.

C) The area comprising the said property is contiguous to the City of Charleston.

Section 2. Pursuant to Section 5-3-150, Code of Laws of South Carolina (1976) as amended, the following described property be and hereby is annexed to and made part of the City of Charleston and is annexed to and made part of present District 7 of the City of Charleston, to wit:

SAID PROPERTY to be annexed, 827 Trent Street, (.31 acre) is identified by the Charleston County Assessors Office as TMS# 310-02-00-155, (see attached map) and includes all marshes, public waterways and public rights-of-way, shown within the area annexed upon a map attached hereto and made a part hereof.

Section 3. This ordinance shall become effective upon ratification.

Ratified in City Council this ______ day of

_________________________, in the Year of Our Lord,

_________________________, in the ______ Year of the Independence of

the United States of America.

By:

_________________________

John J. Tecklenburg

Mayor

Attest:

_________________________

Jennifer Cook

Clerk of Council
## Annexation Profile

**Parcel Address:** 827 Trent Street  
**Owner Names:** Taylor B Green  
**Parcel ID:** 3100200155  
**Presented to Council:** 8/16/2022  
**Status:** Received Signed Petition  
**Year Built:** 1965  
**Number of Units:** 1  
**Number of Persons:** 3  
**Race:** Asian  
**Acreage:** .31  
**Current Land Use:** Residential  
**Current Zoning:** R-4  
**Requested Zoning:** SR-1  
**Recommended Zoning:** SR-1  
**Appraised Value:** $297,400.00  
**Assessed Value:** $11,890.00  
**Stormwater Fees:** 120.00

<table>
<thead>
<tr>
<th>Police</th>
<th>Located in existing service area - Team 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fire</td>
<td>Located in existing service area - Station 11</td>
</tr>
</tbody>
</table>

### Public Service

| Sanitation | Located in existing service area. One additional stop. |
| Storm Water | Contiguous to existing service area. |
| Streets and Sidewalks | No additional City-maintained right-of-way |

### Traffic and Transportation

| Signalization | None |
| Signage | None |
| Pavement Markings | None |

### Charleston Water System

| Charleston Water System | CWS service area. |

### Planning

| Urban Growth Line | Property is a developed site within the line. |
| City Plan | Development and zoning are consistent with the City Plan. |
| Elevation Range | 8-9 ft |

### Parks

| Parks | Already being served. |

---

**City Plan Recommendation:** The existing development and proposed zoning is consistent with the City Plan. Recommend annexation.
Annexation Map

Location: West Ashley

Property Address: 827 Trent St

Tax Map # (TMS): 3100200155

Area (Acres): 0.27

Council District: 7
STATE OF SOUTH CAROLINA )
COUNTY OF CHARLESTON )

PETITION FOR ANNEXATION

TO THE HONORABLE MAYOR AND CITY COUNCIL OF CHARLESTON

WHEREAS, SECTION 5-3-150 (3) Code of laws of South Carolina provides for the annexation of an area or property which is contiguous to a City by filing with the municipal governing body a petition signed by all persons owning real estate in the area requesting annexation, and

WHEREAS, the undersigned are all persons owning real estate in the area requesting annexation, and

WHEREAS, the area requesting annexation is described as follows, to wit:

SAID PROPERTY, located in West Ashley (approximately 0.31 acres) to be annexed is identified by the Charleston County Assessors Office as Property Identification Number: TMS# 3100200155 (Address: 827 Trent Street, Charleston, SC 29411).

NOW, THEREFORE, the undersigned petition the City Council of Charleston to annex the above described area into the municipal limits of the City of Charleston.

FREEOLDERS (OWNERS) SIGNED

[Signature]

(Print Name)

DATE OF SIGNATURE

7/28/2021

(Date)
AN ORDINANCE

TO PROVIDE FOR THE ANNEXATION OF PROPERTY KNOWN AS 2157 WAPPOO DRIVE (.22 ACRE) (TMS# 343-06-00-174), JAMES ISLAND, CHARLESTON COUNTY, TO THE CITY OF CHARLESTON, SHOWN WITHIN THE AREA ANNEXED UPON A MAP ATTACHED HERETO AND MAKE IT PART OF DISTRICT 11. THE PROPERTY IS OWNED BY JOHN AND MAGGIE GUERRY.

BE IT ORDAINED BY THE MAYOR AND THE MEMBERS OF CITY COUNCIL, IN CITY COUNCIL ASSEMBLED:

Section 1. As an incident to the adoption of this Ordinance, City Council of Charleston finds the following facts to exist:

A) Section 5-3-150, Code of Laws of South Carolina (1976) as amended, provides a method of annexing property to a city or town upon a Petition by all persons owning real estate in the area requesting annexation.

B) The City Council of Charleston has received a Petition requesting that a tract of land in Charleston County hereinafter described be annexed to and made a part of the City of Charleston, which Petition is signed by all persons owning real estate in the area requesting annexation.

C) The area comprising the said property is contiguous to the City of Charleston.

Section 2. Pursuant to Section 5-3-150, Code of Laws of South Carolina (1976) as amended, the following described property be and hereby is annexed to and made part of the City of Charleston and is annexed to and made part of present District 11 of the City of Charleston, to wit:

SAID PROPERTY to be annexed, 2157 Wappoo Drive, (.22 acre) is identified by the Charleston County Assessors Office as TMS# 343-06-00-174, (see attached map) and includes all marshes, public waterways and public rights-of-way, shown within the area annexed upon a map attached hereto and made a part hereof.

Section 3. This ordinance shall become effective upon ratification.

Ratified in City Council this _____ day of
_________________________ in the Year of Our Lord,
_________________________ in the _____ Year of the Independence of
the United States of America.

By:

_________________________
John J. Tecklenburg
Mayor

Attest:

_________________________
Jennifer Cook
Clerk of Council
# Annexation Profile

**Parcel Address:** 2157 Wappoo Drive  
**Owner Names:** John and Maggie Guerry  
**Parcel ID:** 3430600174  
**Presented to Council:** 8/16/2022  
**Status:** Received Signed Petition  
**Year Built:** 1949  
**Number of Units:** 1  
**Number of Persons:** 5  
**Race:** Caucasian  
**Acreage:** .22  
**Current Land Use:** Residential  
**Current Zoning:** R-4  
**Requested Zoning:** SR-1  
**Recommended Zoning:** SR-1  
**Appraised Value:** $660,000.00  
**Assessed Value:** $26,400.00  
**Stormwater Fees:** 120.00

<table>
<thead>
<tr>
<th>Police</th>
<th>Located in existing service area - Team 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fire</td>
<td>Located in existing service area - Station 13</td>
</tr>
</tbody>
</table>

## Public Service

<table>
<thead>
<tr>
<th>Sanitation</th>
<th>Located in existing service area. One additional stop.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Storm Water</td>
<td>Contiguous to existing service area.</td>
</tr>
<tr>
<td>Streets and Sidewalks</td>
<td>No additional City-maintained right-of-way</td>
</tr>
</tbody>
</table>

## Traffic and Transportation

<table>
<thead>
<tr>
<th>Signalization</th>
<th>None</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signage</td>
<td>None</td>
</tr>
<tr>
<td>Pavement Markings</td>
<td>None</td>
</tr>
</tbody>
</table>

### Charleston Water System

- CWS provides water. James Island PSD provides sewer.

## Planning

<table>
<thead>
<tr>
<th>Urban Growth Line</th>
<th>Property is a developed site within the line.</th>
</tr>
</thead>
<tbody>
<tr>
<td>City Plan</td>
<td>Development and zoning are consistent with the City Plan.</td>
</tr>
<tr>
<td>Elevation Range</td>
<td>20-22 ft</td>
</tr>
<tr>
<td>Parks</td>
<td>Already being served.</td>
</tr>
</tbody>
</table>

### City Plan Recommendation

- The existing development and proposed zoning is consistent with the City Plan.  
- Recommend annexation.
Annexation Map

Location: James Island

Property Address: 2157 Wappoo Dr

Tax Map # (TMS): 3430600174

Area (Acres): 0.22

Council District: 11
STATE OF SOUTH CAROLINA )
COUNTY OF CHARLESTON )

PETITION FOR ANNEXATION

TO THE HONORABLE MAYOR AND CITY COUNCIL OF CHARLESTON

WHEREAS, SECTION 5-3-150 (3) Code of laws of South Carolina provides for the annexation of an area or property which is contiguous to a City by filing with the municipal governing body a petition signed by all persons owning real estate in the area requesting annexation, and

WHEREAS, the undersigned are all persons owning real estate in the area requesting annexation, and

WHEREAS, the area requesting annexation is described as follows, to wit:
SAID PROPERTY, located on James Island (approximately 22 acres) to be annexed is identified by the Charleston County Assessors Office as Property Identification Number: TMS# 3430600174 (Address: 2157 Wappoo Drive, Charleston, South Carolina, 29412).

NOW, THEREFORE, the undersigned petition the City Council of Charleston to annex the above described area into the municipal limits of the City of Charleston.

FREEHOLDERS (OWNERS) SIGNED

Maggie Curry
(Signature)
(Print Name)

Maggie Curry
(Signature)
(Print Name)

DATE OF SIGNATURE

July 11, 2022
(Date)

July 11, 2021
(Date)