

AGREEMENT FOR SPECIAL EVENT AT PATRIOTS POINT

Order #:	@ORD_NO
Client:	@CUST_NAME
Date of Event:	@ORD_ARRIVE_DATE
Venues to be Used & Services to be Provided:	@DTL_QTY @DTL_DESCR
Special Conditions:	@ORD_NOTES

VENUE TERMS AND CONDITIONS

Please note that Patriots Point is a public attraction that is open to the public from 9:00 AM – 6:30 PM each day. Patriots Point also allows groups to stay onboard the YORKTOWN at night as part of the Overnight Camping Program. Unless specific arrangements are made to the contrary, <u>there may be overnight campers on the ship during your event</u>. These campers have unrestricted access to all public areas of the ship, however, they will not be allowed into your event venue area if the event area is enclosed with pipe and drape. Also, please be aware that if there are campers onboard, we may be required to conduct a fire drill for them during your event. Your guests are not required to participate, but they may hear the fire alarm sound briefly as part of that drill.

Accessibility:

The vessels are National Historic Landmarks. Some venues have been modified to allow easy accessibility for handicapped guests. Some parts of the vessels are not handicapped accessible because making the necessary modifications would significantly alter the appearance and fabric of the historic structure.

Beverage service:

Alcohol consumption is allowed during special events, but of course, alcohol may not be served to minors or anyone appearing to be intoxicated. The South Carolina Alcohol Beverage and Control Board requires that all alcohol be supplied by a professional bar service with the necessary licenses and liability insurance. We recommend using our onboard beverage service provider, Corporate Events and Catered Affairs (843-388-9360), for this service; however, any service provider may be used that has the proper licenses and insurance. Upon signing this agreement, the client agrees to indemnify and hold harmless Patriots Point Development Authority and the State of South Carolina, and its employees from any damages, costs or expenses, including reasonable attorney fees, which may arise as a result of consumption of alcoholic beverages by the client and any of the client's guests. If there are overnight campers onboard the ship, alcoholic beverages must remain within the designated event area, inside the pipe and drape enclosure.

Caterers:

We encourage our clients to consider using the onboard caterer, Corporate Events and Catered Affairs (843-388-9360), for all of your food and beverage needs. However, if you have a different caterer that you would prefer to use, you are welcome to do so as long as that caterer can satisfy our licensing and insurance requirements. Any outside caterer you choose must meet with the PPDA Event Coordinator prior to final approval to work the event. There are no facilities, equipment, or services available on the ship to support an outside caterer, so everything that is needed to support the event must be brought in.

Event Coordinator:

The client must designate a qualified event coordinator to serve as the point of contact with PPDA for planning all details of the event. This Event Coordinator must have the authority to make decisions on behalf of the client with caterers, florists, bar services, rentals, etc. and will be our point of contact during the actual event. The Event Coordinator's name will appear on the signed license agreement. Upon completion of your event, the Manager on Duty will walk through the venue area to determine whether any damages have occurred, or if excessive cleanup will be required. We strongly recommend that the client's Event Coordinator be present for this walk through, as it is at this time that any charges will be assessed against the security deposit made by the client.

Equipment/Furniture:

If the client chooses to use our onboard catering company, Corporate Events and Catered Affairs, most equipment and furnishings needed will already be onboard. If another catering company is used, then all equipment and furnishings needed for the event must be arranged for, set up, and broken down by the client.

Patriots Point Service Requirements:

Requirements for support with regards to electrical, lift, custodial, public safety, and any other assistance, must be submitted via email to <u>bkotlowski@patriotspoint.org</u> no later than 10 days prior to the event date. This may include, but not be limited to, a load-in and load-out schedule, electrical needs, other power requirements, lift services, and any other items that may or may not be listed in this contract. Failure to comply with this may result in Patriots Point not being able to provide the services requested.

Hazardous Weather:

For the safety of all involved, should hazardous weather occur, severe thunderstorms or hurricane watches and warnings, PPDA reserves the right to mandate taking shelter, stop alcoholic beverage dispensing, and require bands or musicians to cease amplified music until the hazardous weather is deemed by PPDA to no longer be a threat. In the event PPDA determines that hazardous weather requires the evacuation of the property for the safety of the guests, the event will be terminated and guests will be required to vacate the premises. Once the event has started, no refund will be given under any circumstances. In all of the above cases for hazardous weather, the Manager on Duty will make regular announcements to inform the guests of the situation progress and the next steps to be taken. If the event is cancelled prior to the event's scheduled start time, the 50% deposit is non-refundable for any reason including, but not limited to, hazardous weather, natural disasters, acts of God, or

terrorist acts. Patriots Point reserves the right to cancel any event due to predicted hazardous weather for any named storm.

Inclement Weather.

PPDA assumes no responsibility or liability for the weather conditions during your event. If your event is scheduled in an area which may get wet or windy, we encourage you to book a back-up location that is more protected from the weather. There may be additional charges to reserve a backup location since we are not able to rent that venue if it is being held as a back-up location for your event.

Logistics:

If any assistance is required from PPDA staff to move equipment or supplies on and off the ship, a charge of up to \$150.00 per hour, or any portion of an hour, will apply. This includes any requirement to operate the hoist for getting material on and off the ship, and use of the cargo elevator to move materials to/from the flight deck. If this service is needed after the event to get materials off the ship, a fee of \$80.00 per hour will apply during the actual event since the labor must remain on station waiting for the event to end.

Manager on Duty:

PPDA will have a Manager on Duty working during your event. This person will be your point of contact for any needs that you might have, will be knowledgeable about the support requirements agreed to in this agreement, and has the authority to make decisions on behalf of PPDA.

Music:

While we do allow bands, DJs, and other types of musical entertainment, all amplified music must cease at 10:30 PM if we have overnight campers onboard, and 11:00 PM if there are no campers onboard. The client's Event Coordinator is responsible for ensuring that the music, at all times, complies with the Town of Mount Pleasant's noise ordinance.

Parking.

Unless prior arrangements are made, each passenger vehicle arriving for the event will be charged \$5.00 for parking in our northern parking lot. If your guests are arriving by motor coach, complimentary parking will be provided in our southern parking lot. No vehicles may be left on PPDA property overnight.

Rental Deposit and Security Deposit:

A 50% rental deposit will be due within 14 calendar days of booking your event venue. After 14 calendar days, if the deposit has not been received, the venue will be released and made available to other clients seeking to hold events on that date. <u>This 50% deposit will</u> secure your date and is non-refundable for any reason including, but not limited to, hazardous weather, natural disasters, acts of God, or terrorist acts.

The final payment of the balance of 50% is due no later than 30 calendar days prior to the date of your event.

A security deposit of \$750.00 in the form of a separate check is also due at the time the final balance (50%) is paid. The Manager on Duty will determine if there is any excessive clean-

up or damage to the property as a result of your event and, if necessary, the security deposit will be applied towards any needed repairs or work. If the Manager on Duty determines that there are no additional charges, the security deposit will be returned to the Event Coordinator after the final walk through at the end of the event.

Services:

The location fees paid include the services of a staff electrician to support all electrical needs, background music in some event areas, podium and microphone in some event areas, and use of standing flags, if desired (U.S., S.C., Navy, Marine Corps). Other services and equipment can be provided for an additional charge.

Smoking:

All of the vessels at Patriots Point are National Historic Landmarks. In the interest of protecting them and in compliance with fire regulations, <u>there is no smoking allowed on any vessel</u>. We also do not allow smoking on any of the piers during hours we are open to the public. If your event is after hours, when we are not open to the public, a special smoking area will be designated on the pier, under the main entrance steps. Our guest relations staff will assist with making guests aware of this designated area. Smoking is allowed, at any time, in the pavilion-covered area, landside.

Time Overage:

Venue fees are based upon an event of no longer than four hours. If additional time is scheduled, or the scheduled end time of the event is exceeded, an added fee of \$250.00/hour will apply. The additional time must be approved and paid for prior to the event or the added charges will be deducted from the security deposit.

Vendors:

It is required that all caterers and bar service providers be pre-approved by PPDA to provide services onboard the ship. This pre-approval process requires them to present evidence of current licenses and appropriate insurance. All vendors and service contractors are responsible for the cleanup and removal of their equipment, food, bar supplies, and garbage within two hours of the completion of the event. Equipment cannot be left on the ship after this without prior arrangements being made. If equipment is left onboard the ship, additional charges may apply.



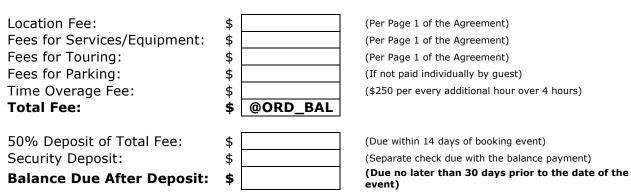
AGREEMENT FOR USE OF SPACES AND SERVICES

No part of this agreement may be altered without agreement by both parties, nor may it be transferred or sublet by the client. Full payment must be received no later than 30 days prior to the scheduled date of the event. Your event will be reserved upon receipt of this signed agreement, including all pages of the terms and conditions, and the non-refundable rental deposit. If these are not received within 14 calendar days of booking your event, the date may be made available to other clients.

Client's Name:	@CUST_NAME
Event Coordinator's Name:	@ORD_CONTACT_NAME
Street Address or PO Box:	@CUST_ADDR1
Phone:	@ORD_CONTACT_PHONE
Email:	@ORD_CONTACT_EMAIL

Date of Event:	@DTL_EVENT_START_DATE
Event Start Time:	@DTL_EVENT_START_TIME
Event End Time:	@DTL_EVENT_END_TIME
Number of Guests:	@ORD_GROUP_EXPECTED_GUESTS

PAYMENT INFORMATION





METHOD OF PAYMENT

Please make checks payable to: Patriots Point Development Authority

Mail to: 40 Patriots Point Road Mount Pleasant, SC 29464 Attn: Special Events		
Check: Credit Card: (please provide the following information)		
VISA / MC / AMEX / DISCOVER (circle one of the above)		
Expiration Date:		
Security Code:		
Name on the Card:		
Statement Billing Address:		

The individual, agent or entity signing this agreement, along with the event guests and any contracted labor, will hold the State of South Carolina and Patriots Point Development Authority, all employees and affiliates, individually and jointly and severally harmless for any loss, damage, or injury to person or property resulting from the use, occupancy, or possession of the premises.

I, @ORD_CONTACT_NAME, hereby acknowledge that I have read the above agreement, and the foregoing terms and conditions, and I agree to the terms and conditions listed herein.

Client's signature:	Date:
PPDA Representative's signature:	_ Date:

Client's initials _____ 29 May 2014 Page 6 of 6