

RIVERTON POINTE PROPERTY OWNERS' ASSOCIATION, INC.

JACK'S PLACE RESERVATION AND RENTAL AGREEMENT

Riverton Pointe Property Owners Association, Inc. (the "Association") agrees to lease the facility known as Jack's Place (the "Premises" or "Jack's Place"), in accordance with the terms listed below. Lessee shall exercise his privileges hereunder at his own risk, and irrespective of any negligence of the Association, Lessee shall be responsible for any injury, property damage and/or other consequences resulting from Lessee's use of the Premises, and shall indemnify and hold the Association and its Members, employees and agents harmless from and against any and all claims of liability for injuries, damages, costs, losses, expenses, and attorney's fees resulting from, arising out of, or in any way connected with, the occupation or use of the Premises by Lessee, or guests, licensees, or invitees of Lessee, or the failure on the part of the Lessee to perform and/or comply with all of the terms and conditions set forth herein. The Association shall not be liable to Lessee for any reason if Lessee's occupation or use of the Premises hereunder shall be hindered or disturbed.

Facility Fees and Security Deposit	
Security Deposit	\$150.00
Usage Fee (non-refundable) (Not applicable for Riverton Pointe Members Only events)	\$125.00

Event Details	
Lessee Name	
Lessee Address	
Lessee Phone(s)	
Date of Event	
Hours Requested	From _____ to _____
Approximate # of People Attending (Max. Capacity is 75)	

For private member events (i.e. Riverton Pointe Members Only), one check for the deposit in the amount of \$150.00 shall be paid by Lessee with the submission of this agreement and refunded provided all conditions of the Lease are met. Additionally, for private nonmember events (i.e.

Members and Non-Members), Lessee shall deliver a separate check in the amount of \$125.00 for the usage fee, which is *non-refundable*. The checks should be made payable to Riverton Pointe Property Owners Association and mailed to Riverton Pointe Property Owners Association, c/o IMC Resort Services, Inc., 181 Bluffton Road, Suite C-103, Bluffton, South Carolina 29910 along with this Reservation and Rental Agreement.

Jack's Place is available to rent between 8:00 a.m. and 11:00 p.m. Sunday – Thursday and 8:00 a.m. – 2:00 a.m. Friday and Saturday. Activity, including setup, for any event may not begin prior to the reserved start time, and must be finished, including cleaning and returning the Premises to its prior condition, no later than the reserved end time.

The security deposit will be refunded if the Premises, including furniture, fixtures and equipment, (inside and outside, including the parking lot) is left in the condition it was found. If any damages are discovered or cleaning is required, the entire cost of cleaning, repair and/or replacement shall be deducted from the security deposit. If the cost exceeds this amount, the Lessee agrees to pay the difference which shall be considered an assessment and constitute a lien against Lessee's property and shall be collectible as such as provided in the Association's Amended Declaration of Covenants and By-Laws. Lessee should check the condition of the Premises and inventory items while setting up for the event and notify Quen Larson at IMC Resort Service, Inc. at (843) 785-4775 ext. 212 or by email at quen@imchhi.com of any damage or missing items. Failure to report missing items or damages waives any later right of Lessee regarding assessed damages.

Additional Terms and Conditions

1. Only Riverton Pointe Members in good standing, and current in all assessments, fees, and/or fines may reserve Jack's Place for a gathering of Members and/or Non-Members. Jack's Place may not be used for any business or commercial purposes, or for any event that will be publicly advertised. Members may not sponsor an event or joint event for, or in conjunction with, Non-Members, clubs, or organizations. The Member reserving Jack's Place must be present during the entire event and will be held responsible for the actions of all guests, licensees, or invitees in attendance.
2. Lessee agrees not to exceed the Maximum Capacity for the Premises of seventy-five (75) persons and further agrees that all exit doors shall remain clear and unobstructed at all time. Lessee agrees that all doors at the Premises will be securely locked when leaving. Any damages as a result of unlocked doors will be the responsibility of Lessee.
3. No decorations of any kind may be attached in any way to the walls, ceilings, doors, lighting, floors, or windows. For weddings and any other celebrations, the use of rice, birdseed, confetti, glitter, etc. is not permitted.
4. The Premises may not be used for any unlawful purpose. No unlawful acts shall be tolerated on Association property.
5. No pets of any kind shall be permitted in the Premises with the exception of "service" and/or "support" animals.

6. The Premises is a non-smoking facility and candles or open flames are not permitted.
7. Lessee agrees that he and his guests, licensees and invitees shall comply with the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Riverton Pointe (Jasper County Register of Deeds, Book 1090 at Page 1724-1798), any amendments thereto, By-Laws and Rules and Regulations and any Federal, State or Local laws in the lease and use of the Premises. In the event of a non-compliance with same, Lessee's right to lease the Premises shall immediately terminate and any deposit forfeited.
8. A representative of the Management Company, IMC Resort Services, Inc., will inspect Jack's Place for cleanliness and damage after the function. The deposit check will be returned if there are no obvious problems. The Lessee will be held responsible for returning the Premises (inside and outside, including the parking lot) to the condition as existed prior to Lessee's use. Lessee will be required to reimburse the Association for any damage(s) to the Premises which shall be deducted from the deposit or if such damage exceeds the deposit, Lessee agrees to pay the Association for the balance due within ten (10) days of receipt of an invoice from the Association. In some instances, this damage will be determined only after the event is concluded. In such case, the Lessee will then be billed, which amount shall be due within ten (10) days of receipt of the Association's invoice and considered an assessment as noted above. If any portion of Jacks' Place (inside and outside and the parking lot and the parking lot) is not adequately restored to pre-event condition, a cleaning service will be employed by the Association and the expense thereof deducted from the deposit (or if the cleaning expense exceeds the deposit, Lessee agrees to pay the Association for the balance due within ten (10) days of receipt of an invoice from the Association for such cleaning), as well as additional rental fees for the days Jacks' Place is not available for use due to lack of cleaning. Additionally, failure to pay the association for any amounts due hereunder, shall void eligibility to use the Premises or other Association amenities until the Association receives full payment.
9. Music for private parties may only be played inside the Premises. Outside music is prohibited.
10. At least fifteen (15) days before the rental date, Lessee will provide the Association with a certificate of liability insurance confirming coverage in the amount of \$1,000,000.00 per occurrence, which names the Association as an "Additional Insured" under such policy.
11. Additionally, if any beer, wine or other alcoholic beverages will be served at the event, Lessee agrees to fully comply with any and all applicable laws concerning same and to obtain a liquor liability insurance policy naming the Association as an "Additional Insured". Such insurance shall provide for at least \$1,000,000.00 general liability coverage as well as at least \$1,000,000.00 liquor liability coverage and shall be evidenced by a Certificate of Insurance to be provided to the Association at least fifteen (15) days before the rental date. Alcohol may not be served and/or sold at Jack's Place without the aforementioned insurance and a South Carolina Department of Revenue Special Event License, Beer and Wine Special Event License or a Liquor Special Event License, if required by South Carolina law.

12. Lessee shall require all vendors at the event to provide a Certificate of Liability Insurance of at least \$1,000,000.00 in liability coverage naming the Association as an “Additional Insured”, such Certificate of Insurance to be provided to the Association at least fifteen (15) days before the rental date. Further, Lessee shall require all vendors to provide the Association with written proof of worker’s compensation coverage at least fifteen (15) days before the rental date.

13. If beer, wine or other alcoholic beverages will be served at the event, such beverages are to be served by a bartender(s) and such bartender(s) must provide the Association with proof of South Carolina Alcohol Safe Serve Training certification. No “open bar” (i.e. pre-paid or free drinks) type of events are allowed.

14. This Lease shall be governed and construed in accordance with the laws of the State of South Carolina. In any litigation to enforce the terms of this Agreement, the Association is entitled to recover reasonable attorneys’ fees and costs from Lessee. Venue for all actions or litigation arising out of or related to this Reservation Request and Rental Agreement shall be in the Court of Common Pleas for Beaufort County, South Carolina. IN CONNECTION WITH ANY DISPUTE CONCERNING THIS RESERVATION REQUEST AND RENTAL AGREEMENT, THE PARTIES WAIVE ANY RIGHT TO REQUEST A JURY TRIAL.

15. The Association shall not be liable for any reason if any occupation or the use of Jack’s Place shall be hindered or disturbed.

16. The Association will have the right to terminate any event if the behavior/conduct of those in attendance at the event is not in the best interests of the Association and/or Member(s).

I have read and fully understand and agree to comply with all the terms and provisions in this Reservation Request and Rental Agreement.

Lessee Signature	Date	Lessee Printed Name
		Lessee email
Association Representative Signature		Date

Once your request is received, you will be contacted to confirm the date requested. If you have not received a reply to your application within seven (7) days, contact Quen Larson at IMC Resort Services at (843) 785-4775 or via email at quen@imchhi.com.