



**TOWN OF ESTILL**

**BULL DURHAM CENTER RESERVATIONS**

The Applicant must complete all items on the Reception/Exhibit Hall Application and Contract.

The Applicant must initial each page of the Contract as indicated on the bottom right corner.

The minimum cost of renting the Bull Durham Center Exhibit Hall or Reception Hall is \$400.00 for "non-profits and private rentals. The minimum cost of renting the Bull Durham Center Exhibit Hall or Reception Hall is \$600.00 for "for - profits".

All Applicants must meet with the appropriate Town Official prior to any Contract consideration. All Applicants must tour the Bull Durham Center before completing the Contract.

The Applicant must make contact with the Town Official at (803) 625-3243 prior to the day of the event for final check-in.

The Applicant understands and agrees that a deposit of \$150 is required and is refundable only after the event if no damage is found and the facility is left clean.

The Town of Estill reserves the right to reject any application for the use of the Bull Durham Center. There will be no adjustments or special requests considered on the day of the event. All adjustments or special requests must be submitted seven (7) business days prior to the event for consideration.

I have read, understand, and do agree with the above.

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Town Official Signature

\_\_\_\_\_  
Date

# BULL DURHAM CENTER

372 N MARTIN LUTHER KING JR. HWY  
ESTILL, SC 29918  
(803) 625 -3243

## RECEPTION/EXHIBIT HALL APPLICATION AND CONTRACT

Please type or print in blue or black ink. Complete all sections. Applications received without an authorized signature and/or correct payment will not be processed.

### 1. Organization Information

Organization Name \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_ City, State, Zip \_\_\_\_\_

Telephone (\_\_\_\_) \_\_\_\_\_ Email Address \_\_\_\_\_

RENTAL PURPOSE \_\_\_\_\_

### 2. Contact and Mailing Information

Primary Contact Person's Name \_\_\_\_\_ Title \_\_\_\_\_

Email \_\_\_\_\_ Cell Phone (\_\_\_\_) \_\_\_\_\_

Address (if different from above) \_\_\_\_\_

### 3. Space Reserved

Please Check One:

Palmetto Reception Hall (maximum persons allowed = 148) maximum seating available =148

Live Oak Exhibit Hall (maximum persons allowed = 148) maximum seating available = 148

### 4. Reservation Details

Date(s) of Event \_\_\_\_\_ Event Time: \_\_\_\_\_ to \_\_\_\_\_ (not to exceed four hours except special requests; including clean-up)

Setup Date: \_\_\_\_\_ Setup Time: \_\_\_\_\_ to \_\_\_\_\_

Clean-up Time: \_\_\_\_\_ to \_\_\_\_\_

Total Time Requested \_\_\_\_\_ (including set-up, event, and clean-up)

### 5. Fees All rentals except Gov't exempt includes a Town of Estill Staffing Fee

Local, State, Federal Government (fee exempt) +staffing cost and cost of special requests & variances

Non-Profit (501c)3 Rental \$150 Deposit + \$400 Rental Fee

Private Rental \$150 Deposit + \$400 Rental Fee

For-Profit Rental \$150 Deposit + \$600 Rental Fee

### 6. Payment Method

Check

Cash

Deposit: \_\_\_\_\_ Date: \_\_\_\_\_ RCVD BY: \_\_\_\_\_

TOTAL RENTAL FEE \$ \_\_\_\_\_

*Please make all checks payable to: Bull Durham Center Revenue*

## **RECEPTION/EXHIBIT HALL APPLICATION AND CONTRACT (cont.)**

### **PROCEDURES AND GUIDELINES**

Procedures for Reserving Palmetto Reception Hall or Live Oak Exhibit Hall

1. All reservations for the Reception or Exhibit Hall use must be made through the designated Town official.
2. Cash and Checks are accepted for reservations and payments. A reservation, paid by check, is not confirmed until the check clears the bank. If final payment is made by check, such payment is not final until the check clears the bank.
3. The date and time of event must be set when making the reservation.
4. All sections of this application must be complete before a reservation will be considered.
5. A one hundred fifty (\$150) dollar deposit is required to reserve a hall. The Deposit will be refunded to Renter upon inspection of the facility after use. The deposit will not be refunded if damage is found, or the premises are not left clean.
6. The reservation is considered confirmed after the request has been approved and the deposit has been received, accepted, and credited to Bull Durham Center Revenue Account.
7. **Full payment must be received fourteen (14) business days prior to the event during business hours (9:00 a.m. until 4:00 p.m.). If full and final payments have not been credited to the Town of Estill by seven (7) business days prior to the event, the event will be cancelled by the Town of Estill.**
8. All cancellations must be submitted in writing at least Five (5) days prior to the event. The (\$150) deposit is non-refundable unless proper notice of cancellation is received. For cancellations, the event may be rescheduled, and the deposit transferred to the rescheduled date upon request from Renter.
9. **The Town Council reserves the right to reject any application for use of the Bull Durham Center; without condition.**

Guidelines for Use of Reception or Exhibit Hall.

1. The maximum number of persons allowed in the Palmetto Reception Hall is (148). **COVID-19 Capacity is 74.**
2. The maximum number of persons allowed in the Live Oak Exhibit Hall is (148). **COVID-19 Capacity is 74**

TOTAL CAPACITY FOR THE BUILDING IS 296/COVID-19 CAPACITY IS 148

3. The Town of Estill staff will make every effort to provide adequate time to set up. However, access to the Reception Hall/Exhibit can only be guaranteed two (2) hours prior to the event.

### RECEPTION/EXHIBIT HALL APPLICATION AND CONTRACT (cont.)

4. The Town of Estill shall make an effort to provide a secure environment for all events. However, the Town of Estill does not indemnify the renting party against calamity, natural or man-made. The Town of Estill does not provide security guards for your event.

### PROCEDURES AND GUIDELINES

1. Rental of Palmetto Reception Hall includes the use of the galley. Use of the Live Oak Lobby, Live Oak Conference Rooms and Palmetto Computer Lab is not included when renting the Reception or Exhibit Hall. The Live Oak Galley and Live Oak Lobby can be made available for use by special request.
2. The rough set-up, rough arrangement, and take-down and storage of tables and chairs are the responsibility of the Town of Estill Staff. Any additional tables and chairs are the sole responsibility of the rental party.
3. The set-up and delivery of all floral arrangements, decorations, table linens, glassware and all other accessories are the sole responsibility of the rental party.
4. The rental party is responsible for the final set-up of tables and chairs. The rental party is responsible for clean-up. It is the obligation of the rental party to leave the facility in the same condition as found. Indoor garbage cans will be provided for your use. The rental party is to dispose of all garbage by removing the plastic garbage bag from the container and placing it in the outdoor garbage cans provided.
5. The provision of audio/visual equipment is the sole responsibility of the rental party.
6. **COVID-19 Restrictions:** Masks, social distancing and all sanitary precautions **MUST** be observed. The permittee further agrees to defend without costs, indemnify, and hold harmless the Town, its officers, agents, and employees from any liability to any persons related to Covid-19 and possible transmission of the disease while using Town facilities. The Police Department has the right to enforce the occupancies and COVID-19 restrictions at any time and may order the event to disburse if necessary for the health, welfare and safety of the public.
7. **Hold Harmless Clause:** The Renter or president or designee of the sponsoring organization(s) (hereafter called "Renter") agrees to reimburse the Town of Estill for all losses incurred by it in repairing or replacing damage to Town property proximately caused by the renter, its officers, agents, monitors, or any other persons forming the special event who were or should have been, under the permittee's control. Persons who merely attend or join in a special event are considered by that reason to be "under the control" of the renter. The Renter further agrees to defend without costs, indemnify, and hold harmless the Town, its officers, agents, and employees from any liability to any persons, damages, or injuries arising out of or alleged to arise out of the events, which was proximately caused by the actions of the renter, its officers, employees, volunteers,

agents, including monitors, or any other persons attending or joining in the special event who were, or reasonably should have been under the control of the permittee.

8.

**RECEPTION/EXHIBIT HALL APPLICATION AND CONTRACT (cont.) RULES AND  
REGULATIONS**

1. All events must end by 12:01 a.m. including clean-up, except by New Year's Eve. The facility shall be cleared of all persons and restored to its original condition by 12:01 a.m.
2. NO SMOKING is permitted in the Bull Durham Center.
3. Minors (persons under the age of 18) may attend your event; however, they must be fully supervised. Running, horseplay, loud and boisterous behavior are not allowed.
4. Musical entertainment is permitted but must not be amplified beyond the building interior.
5. The Reception/Exhibit Hall cannot be rented for the purpose of political events, except those sponsored by the Democratic, Republican or Independent Party.
6. The Reception/Exhibit Hall cannot be rented for the purpose of holding religious services except those of a social nature and sponsored by a religious organization. (i.e. pastor's appreciation, church anniversary).
7. The Reception/Exhibit Hall cannot be rented for the purpose of hosting nightclub events.
8. Fund raising events are permitted at the facility but will be classified as a commercial rental.
9. The rental party will be responsible for all costs incurred for catering, decorations, and entertainment.
10. Town Staff cannot and will not recommend caterers, florists, etc.
11. Nothing may be attached to the walls, floors, chairs, tables, or ceiling. No nails, tape, staples, or fasteners may be used on walls, floors, ceilings, tables, chairs, or support columns, etc.
12. The rental party agrees to assume responsibility for any injury to persons attending the event. The rental party is also responsible for the loss of any personal property resulting from the action or inaction of guests. The rental party agrees to assume responsibility for any damage to the building or grounds caused by anyone attending or present on the premises as a result of the event.
13. The Town Council must approve any requested variances or appeals from the above policies. Any variance or special request must be received by the Town Council, in writing, at least seven (7) business days, prior to the event date.
14. The Town Council reserves the right to approve or disapprove any rental request subject to its rental policy.
15. Gambling is not allowed within the Exhibit/Reception Hall nor anywhere on the premises; which includes the parking lot.

**RECEPTION/EXHIBIT HALL APPLICATION AND CONTRACT (cont.) ALCOHOL POLICY**

1. Alcoholic drinks such as beer, wine, champagne, mixed drinks, and liquor are permitted.
2. Alcohol may be consumed within the Reception/Exhibit Hall only. Alcohol consumption shall not be allowed on outdoor premises nor in the Bull Durham Center parking lot, except by prior written approval of the Town Council.
3. Alcohol MAY NOT be sold on the premises of the Bull Durham Center.
4. Alcohol may not be "brown bagged" or brought into the premises by individuals.
5. All alcohol must be served by the rental party or caterer.
6. Any arrangements for the serving of alcoholic beverages must comply with all state and local ordinances, licenses and laws.
7. Persons under the age of twenty-one (21) may not be served any alcoholic beverages.
8. If you intend to serve alcoholic beverages at your function without the services of a full-service caterer, you must designate an individual to serve alcohol.
9. You must provide a copy of the required permits and/or licenses to the Town of Estill one week prior to your event or the event will be cancelled.
10. ANY violations observed by the Town of Estill staff will require the party to stop serving alcohol immediately.
11. Rental parties are strongly encouraged to purchase alcohol liability event insurance from a reputable insurance provider. The Town of Estill does not indemnify the renter nor guests against legal action resulting from alcohol or drug-induced impairment, misdemeanor, or criminal activity.

## LAYOUT & SEATING REQUEST

### Theatre Style

Chairs arranged to form a square, rectangle or concave. No tables.

A podium is available by request only

Two presenter tables are available by request only

Number of chairs requested=

### Communal Style

Chairs are arranged to form a circle

Number of chairs requested=

### Lecture Style

Chairs and/or tables are arranged to form square, rectangle or concave

Seating on one side of the table only

A podium is available by request only

Two presenter tables are available by request only

Number of chairs requested=

### Banquet Style

Chairs and/or tables are arranged to form a square, rectangle or concave

Seating on both sides of the table

A podium is available by request only

Two presenter tables are available by request only

Number of chairs requested =

### Other



**RECEPTION/EXHIBIT HALL APPLICATION AND CONTRACT (cont.)****GENERAL TERMS****Force Majeure**

The total performance of this agreement is subject to Acts of God, war, disaster, labor disputes, civil disorder or other matters of an emergency nature that would make it illegal or impossible to provide the facilities and hold a successful event on the part of the Town of Estill or the renter. Either party may terminate this agreement if one or more of the conditions stated above occur without any penalty being imposed.

**Severability**

The unenforceability or invalidity of any of the provisions of this agreement shall not affect the enforceability of validity of any other provision of the agreement.

**Headings**

The headings in this agreement have been asserted as a matter of convenience. If there is any conflict between the headings and the text, the text will control.

**Waiver**

The failure of either party to insist on strict compliance with any of the terms of this agreement shall not be deemed a waiver of that term or condition.

**Controlling Law**

This Agreement is subject to the laws of the State of South Carolina and in all respects this Agreement shall be construed, interpreted, enforced and governed in accordance with the laws of the state of South Carolina.

**Complete Agreement**

This Agreement is complete in its entirety and represents the entire agreement between the Parties. This Agreement supersedes all other verbal or written agreements made prior to this Agreement.

**RECEPTION/EXHIBIT HALL APPLICATION AND CONTRACT (cont.) RESERVATION DETAILS  
& SPECIAL REQUESTS**

Details/Special Requests/Comments Variances

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**Clean up Polley:** Renter MUST clean the premises by vacuuming, sweeping, and moping the floors. All tables MUST be left clean and sanitized,(NO Exception). Deposits will not be refunded if this policy is not adhered to.

By signature below, I acknowledge that I have reviewed and agree to the preceding terms and conditions and have the authority to enter into this agreement. By signature, I acknowledge that the Town has the right to reject any application for the use of the Bull Durham Center; without condition. By signature, I acknowledge that the Town has the right to terminate any event that violates the tenants of this agreement or that is otherwise illegal or presents a clear and present danger to the renter, guests and/or residents of the Town of Estill.

\_\_\_\_\_   
 Print Name

\_\_\_\_\_   
 Title

\_\_\_\_\_   
 Signature

\_\_\_\_\_   
 Company

\_\_\_\_\_   
 Date

For Office Use Only			
Hall Assigned _____	Deposit Paid _____	Staff Initials: _____	Date: _____
Date Assigned _____		Final Payment Date _____	
Staff Initials _____		Final Payment Paid _____	Staff Initials _____

**INSPECTION FORM**

**BULL DURHAM CENTER**

I have inspected the facility at \_\_\_\_\_ ON \_\_\_\_\_

and approve the facility or have the following issues

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The \$150.00 deposit will not be refunded if the facility is damaged or not left clean.

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Signature of lessee

Please call this number for equipment failure (803) 842- 7683

**TOWN OF ESTILL**  
**BULL DURHAM CENTER**  
**ALCOHOL POLICY**

I have read the Bull Durham Center alcohol policy as outlined on page 5 of the Reception/Exhibit Hall Application and Contract. I understand that the service of alcoholic drinks by me or my caterer is permitted. I understand that the Town of Estill's insurance policy does not provide coverage to me, the caterer or any other person of entity hired by me or that volunteers their time and service in furtherance of my event. I understand that it may be in my best interest to contact my insurance carrier for the provision of alcohol event liability insurance. I also understand that not having alcohol event liability insurance coverage may expose me to personal liability in the event that a guest(s) at my event has a vehicular accident and is judged to be at fault and/or otherwise determined to be under the influence of alcoholic beverages. This statement must be signed by the caterer if the caterer will be responsible for serving alcoholic beverages.

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Caterer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Town of Estill Official

\_\_\_\_\_  
Date

BULL DURHAM CENTER  
PARKING POLICY

Please do not block the front entrance to the Bull Durham Center, or the street in front of building (Railroad Ave.). The street and front entrance must be clear at all times so that emergency vehicles will be able to get in and out. Please inform your guest.

Thank you