



THE FILIPINO COMMUNITY CENTER OF CHARLESTON, SC INC.

8747 Salamander Rd. North Charleston, SC 29406

Phone: 843-793-4797

AGREEMENT AND RELEASE FORM FOR THE USE OF THE FCC BUILDING

1. **Agreement:** Each member/non-member using the FCC Building will sign the **AGREEMENT AND RELEASE FORM FOR THE USE OF THE FCC BUILDING** prior to use of the place.
2. **Alcoholic Beverages:** Alcoholic beverages are not allowed both inside and outside of the FCC building and may not be served to minors or intoxicated persons at the common area. User is required to complete and sign the **ALCOHOL CONSUMPTION POLICY WITHIN THE FCC PROPERTY** form prior to use of the building.
3. **Smoking:** No smoking is permitted within the FCC building or at the main entrance to the building at any time.
4. **Current Membership:** The User **must be** a current member of FCC or any other organization. **Proof of membership is required.**
5. **Music:** Music and/or any other noise must be kept at a level that cannot be heard in the surrounding homes in the area. The user of the FCC building will be responsible for overseeing that there are no loud noises from the guests either coming or leaving the function at the building.
6. **Set Up and Clean Up of the FCC Building:** The member/user will be responsible for set-up for the event and cleaning the building and any other areas used including all equipment and furniture immediately after the function ends.

Empty all trash containers and replace liners. Use the dumpster to dispose of trash. All trash/disposables must be in plastic waste bag or some type of sealed container before placing in dumpster. Dispose raw garbage/trash only in lined containers. Floor must also be free of debris and trash and spills, if any, must be wiped clean. All furniture and equipment used for the event must be

cleaned or washed (as needed) and returned to its original setting or returned to storage. Any non-FCC equipment and furniture used for the event must also be removed from the premise.

Please bring your own paper and cleaning supplies including trash bags, toilet papers, paper towels, etc. FCC does not provide supplies for private functions or non-FCC related event.

Please secure all personal belongings. The FCC is not responsible for lost or stolen items.

7. **Assumption of Risk:** Indemnity – member/user agrees to indemnify and hold harmless the Association, its officers, directors, agents and members, past, present, and future, from any and all charges, claims, costs, causes of actions and liability (including but not limited to, attorney’s fees) for any injury, to either person or property, suffered by the owner, family members, agents servants, guests, invitees or any member of the Association or any other person which arise from or are in any way related to the agreed upon function, activity, and use of the FCC building whether or not caused by the Association’s negligence.
8. **Electricity:** All lights and appliances are to be turned off and any thermostats that were changed for the event hours must be returned to the original settings when the function is over.
9. **Door Locked:** The member/user will be sure all doors are locked when the function is over.
10. **City Code:** All applicable city and fire codes apply.
11. **Occupancy Limit:** Occupancy limit for the FCC building is 280. No more guests than the fire code permits are allowed at any function.
12. **Violation:** Violations of these rules will determined by the Board and officers in their sole discretion. Violations will subject the member/user to any corrective or enforcement action authorized by the Association’s governing documents or by law and penalties may include without limitation the loss of use rights for the FCC building for one year.
13. **Event Set up / Preparations:** There is no set up or preparations allowed the day before your event and no clean up the day after.
14. **SECURITY DEPOSIT:** A security deposit of \$150.00 is required prior to use of the building to guarantee reservation and to ensure responsibilities of the building use agreement are performed. The security deposit is refundable and will be returned to the user at the end of the event; however, the security deposit will be assessed to the member/user if the building is not left in a clean and orderly condition. The refund will be waived, and the association will keep the \$150 security deposit.
15. **Building Use Hours:** All daytime functions must end by **2:00 pm** and nighttime functions must end by **11:00 pm**. Building use hours include set-up for the event and clean-up at the end of the event. Gate will be automatically locked at **12:00am (Midnight)**.

An FCC officer or volunteer member will be present to monitor the event, unlock the building prior to start of the event, to address issues and concerns during the event, and to ensure building is secure at the end of the event.

16. **Payment Terms: Two separate payments, either cash or checks,** are required from the user/member – one for the building use (donation fee) and **must be paid in full prior to the start of the event** and one for the security deposit of \$150.00 and must be paid in full within 7 days from the date reservation is made. **Donation schedule** is attached to this agreement.

Make checks payable to “The Filipino Community Center of Charleston, SC Inc.”. Pay in person or mail to FCC, 8747 Salamander Road, North Charleston, SC 29406. **A \$35.00 fee will be charged for returned check.**

17. **Building Reservation:**

Reservation must be made at least two (2) weeks in advance. Reservation is on a **“FIRST COME-FIRST SERVE”** basis. Once the building is reserved, **you have 7 days to pay your security deposit in full.** If security deposit is not paid within 7 days from date of booking, your reservation is cancelled. Donation fee can be paid in advance (either full or partial), **but full payment is due prior to start of the event.** **AGREEMENT AND RELEASE FORM MUST ALSO BE COMPLETED AND SIGNED TO RELEASE YOUR BOOKING.**

18. **Cancellation:** If reservation is no longer needed, a 72-hour cancellation notice is required. If reservation is cancelled in less than 72 hours, the association will keep the \$150 security deposit.

I - General Information

Name of Organization: _____

Responsible Person: _____

Address: _____

Contact Person’s Name: _____ Day Phone: _____

Cell Phone: _____ E-mail: _____

Organization’s Purpose: _____

Date(s) Requested: _____ Start Time: _____ End Time: _____

II - Fee Arrangement

The parties understand that the donation fee for each use of the building will be \$_____.

III - Release and Indemnity Agreement

This Release and Indemnity Agreement is between _____
(organization or individual) and **The Filipino Community Center of Charleston, SC Inc** (for use of the property described above for meetings and other activities.)

NOW, THEREFORE, in consideration of permitting the organization or individual(s) to use the property described herein, the organization or individual(s) agree(s) as follows:

Organization or individual(s) hereby indemnifies, holds harmless, releases, and discharges FCC and its administrator, officers, board of directors, members, and volunteers from any and all liability, claims, demands, loses or damages arising out of the use of the property.

IV - ACCEPTANCE OF RESPONSIBILITY

I/We agree to be responsible for the conduct of those coming to or participating in the activity for which this application is being made, and for any damage beyond normal wear and tear which may occur as a result of this activity. I/We will remove all signs posted by my/our group after the meeting/events has ended. I/We further agree that the FCC property will be used in accordance with the Rules and Regulations of the organization (a copy of Property Use Resources including the Rules has been received) and I/We hereby consent to the Release and Indemnity Agreement.

Name of Organization: _____

Signature: _____

Print Name: _____

Title: _____ Date: _____

FCC Organization Approval: _____

Title _____ Date: _____

Check # (Security Deposit): _____ Amount: _____ Date received: _____

Check # (Donation Fee): _____ Amount: _____ Date received: _____

Cc: FCC Office, Finance Committee



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ALCOHOL CONSUMPTION POLICY WITHIN THE FCC PROPERTY

The Filipino Community Center’s liability insurance prohibits the use of alcoholic beverages in the premises. However, a waiver could determine if the party can secure alcohol for consumption **only inside** the FCC building by acquiring an alcohol license and liability insurance for the event thereby releasing the FCC of all liabilities and responsibilities for any circumstance relating to the use of alcohol which may incur.

By attesting my signature, I hereby understand the above policy regarding alcohol use at the Filipino Community Center.

Occupancy Owner Name: _____

Occupancy Owner Signature: _____

Date Signed: _____