

# Bay Creek Park Rules, Regulations, and Guidelines

I. PARK RULES	4
A. Prohibited	4
II. RENTAL RULES	5
A. Deposit and Fees:	5
Park Deposit	5
Cancellation	6
Forfeiture	6
B. Park Rental Fees	6
C. Electrical Fees (non-refundable) – REQUIRED FOR ALL ENTIRE PARK RENTALS	6
D. Solid Waste Fee (For use of Convenience Station) – REQUIRED FOR ALL ENTIRE PARK RENTALS (unless provided by Lessee)	6
E. Set Up Assistance (Provided by Town of Edisto Beach Public Works)	6
F. Security	7
G. Rental of Additional Roll Carts (Provided by Town of Edisto Beach Public Works)	7
III. SPECIAL EVENT REGULATIONS	7
A. Permits and Approvals	7
B. Equipment brought into the park	8
1. Tents	8
2. Temporary Office Trailers	8
3. Electrical Equipment	8
C. Security Regulations	9
D. Fire/Rescue Regulations	9
1. Safety Plan	9
2. LP Gas, Compressed Gas Cylinders, etc.	9
3. Fire Extinguishers	9
E. Food Service Regulation	10
1. Food & Beverage Concessions	10
2. Guidelines for Food Vendors	10
3. Cooking Area	11
4. Cooking and Heating Appliances	11
F. Alcoholic Beverage Regulation	11
IV. GENERAL LIABILITY INSURANCE	12

V. FACILITY USE AGREEMENT AND RELEASE/INDEMINIFICATION	12
VI. BAY CREEK PARK PRIOR AND POST EVENT APPLICANT CHECKLIST	13
VII. SITE WALK THROUGH	15
VIII. TOWN OF EDISTO BEACH BAY CREEK PARK SPECIAL EVENT PARKING INFORMATION	16
IX. CONFIDENTIALITY AGREEMENT	17
X. BAY CREEK PARK RENTAL RATES & CHECKLIST	18
XI. BAY CREEK PARK SITE PLAN	20

## **I. PARK RULES**

- The Park, including the dock, will be open year-round to the general public under normal weather conditions from 6:00 am until 10:00 pm daily.
- The Park will not be open to the general public during special events days unless permitted by lessee.
- Park trash cans and dumpsters are not to be used for bait disposal.
- Pets must be leashed at all times.
- Pet waste must be picked up, bagged and discarded (Pet waste bags are located in the park).
- Personal Sound Devices must be enjoyed with the use of headphones.
- Children under 12 must be accompanied by an adult 18 years or older.

### **A. Prohibited**

- Smoking is prohibited.
- Single-use plastic bags, single-use polystyrene food containers, single-use polystyrene carryout cups and plastic straws and polystyrene coolers are prohibited from use at the park. Whether this be by a one-time visitor or rental for special event. This ban is for all Town of Edisto Beach property and its users per Town Ordinance No. 2019-02.
- Vehicles: Trucks and automobiles are not allowed beyond the parking lot. It is unlawful to ride a bicycle, moped, motorbike, golf cart or other motorized conveyance device upon the walkways, sidewalks, or grounds within the bounds of the park unless special permission is granted for events requiring such.
- Open burning: Items, such as, but not limited to, charcoal, wood or oil may not be burned in the park (unless by special permit).
- Grilling or cooking of any kind on the stage is prohibited.
- Dumping of any cooking grease, pesticides, cleaning agents in public restroom facilities, storm drains or grounds is prohibited. Evidence of improper disposal of cooking grease will be reported to DHEC and a monetary penalty per occurrence and/or prohibition of future rental of park to lessee may result.
- Glass containers are prohibited, unless supervised.
- Fireworks are prohibited.
- Balloons: It is unlawful to possess balloons of any type for use, sale, demonstration, disbursement or release at Town parks or on any Town property.
- Camping is prohibited.
- Disposal of bait is prohibited.
- No water vessel (boats, kayaks, flotation devices) launching allowed.
- Swimming is not allowed.
- Any inflatable amusement device used for climbing, sliding, jumping, or rebounding and any amusement or carnival type game or ride is prohibited.
- Roller skating/blading and skateboarding are prohibited.
- Within the Heritage Building, unless prior authorization has been obtained, no tape, push-pins or the like shall be affixed to any part of the structure, including all exterior and interior walls and pictures; pictures shall be visible at all times, not hidden by banners, other artwork or artwork stands.

## II. RENTAL RULES

- Applicant is directed to contact the Town of Edisto Beach Special Projects Coordinator (843-869-2505) prior to starting the application process to ensure requested date of the event is available.
- Application MUST be received before the Town Hall will accept a deposit. Applicant is directed to contact the Events Coordinator for verification of receipt of application before going to the Town Hall to make a deposit.
- Copies of all permits and plans for events are to be submitted to the Events Coordinator a minimum of two weeks prior to the event.
- The Town reserves the right to refuse rental to any applicant, if in the Town's judgment, the event will conflict with a previously scheduled event for which a deposit has been received.
- Programs sponsored by the Town of Edisto Beach will have priority for use of the park.
- Applicant(s) approved for use of the park will hereinafter be referred to as the "lessee".
- A calendar for displaying reserved dates as well as open dates will be maintained at Town Hall.
- Licensing and applicable fees will be processed through the Events Coordinator at Town Hall.
- In consideration for being permitted to use the facilities of the Town of Edisto Beach, the Applicant agrees to indemnify and hold harmless the Town of Edisto Beach, its officers, employees and insure from and against all liability, claims and demands, which are incurred, made or brought by any person or entity, on account of damage, bodily injury, personal injury, sickness, disease, death or any other loss of any kind whatsoever, which arise out of, or are in any manner connected with the use of these facilities.

### A. Deposit and Fees:

#### Park Deposit

A refundable park deposit, based on the size of the event, is required. Submittal of signed application to the Events Coordinator followed by payment of deposit to Town Hall secures the requested event date. Historically if tents are staked (which is prohibited) rather than secured by barrels or other non-puncturing ground devices, the irrigation system is damaged. This deposit will be applied to the cost of cleanup and/or damage repairs deemed necessary throughout the entire park. If the park experiences large scale damage that cannot be sufficiently covered by the park deposit, the Town reserves the right to recoup the actual cost of the restoration. The Town also reserves the right to deny the use of the park by the person or group renting the park when the damage occurred until recoupment costs have been made.

Area of park to be reserved for the event will require pre-event walk through with the Events Coordinator or his/her designee to document condition prior to use. The Events Coordinator or designee shall inspect the park after the event and determine whether any cleanup is required and the cost of repairing any damage.

Park Rental Deposit = \$500

**All trash and ground litter (including prohibited cigarette residue) generated by organizers and participants in an event must be collected by the lessee and disposed of in heavy duty trash can liners as supplied by the lessee.** For small events, these bags may be disposed of in the Town Convenience Station. Convenience Station walk through gate is open 24 hours a day. Lessee may contract separately with the Public Works Department (843-869-2505 x 202) for maintenance services, if desired.

The lessee will not cause or permit any nails, spikes, anchoring devices, lighting fixtures, or communication devices to be driven in or affixed to any tree or any portion of the park grounds without direct consent and under the direct, on-site supervision of the Building Department representative. The lessee shall not paint, stain or color any park equipment or furnishing or alter the appearance of the park.

Town Council may waive the park fees or deposit for an event.

**Cancellation**

The park deposit may be refunded if notice of cancellation of the event is received no less than seven (7) days prior to the event and if the Town has incurred no expenses in preparing for the event.

**Forfeiture**

Any violation of the rules will result in the forfeiture of the deposit.

**No Refunds- Rain Checks Only**

**B. Park Rental Fees**

See page 18 and 19 for a list of rental rates

**C. Restroom cleaning fee** \$150

**D. Solid Waste Fee (For use of Convenience Station) – REQUIRED FOR ALL ENTIRE PARK RENTAL**

Solid Waste Fee \$135.00/event

**C. Set Up Assistance (Provided by Town of Edisto Beach Public Works)**

Use of Public Works equipment and one employee for towing or transport of carts, trailers, etc. into the park are charged at the following rates:

First Hour \$75.00/hr  
Every hour thereafter \$30.00/hr

**D. Security**

Officer ----- \$40.00/hr per person

**E. Rental of Additional Roll Carts (Provided by Town of Edisto Beach Public Works)**

Town Roll Cart (Trash cans) \$8.00/cart/event

Note: Two roll carts are provided at no charge. All equipment, carts, tents, trailers, fencing, roll carts, dumpsters, etc. shall be removed from the park areas by the "Take down Date and Time" as indicated on the application by the event organization. Any items remaining following the prescribed date and time for take down will result in withholding of the event rental fee from the security deposit until items are completely removed.

**III. SPECIAL EVENT REGULATIONS**

The Town of Edisto Beach has sole ownership and control over management and policies governing the operation of the Park. The Town Police Department and Colleton County Sheriff's Department have jurisdiction over this property.

**A. Permits and Approvals**

For individuals or groups, reserved use of the park shall be on a first come, first served basis and authorized only by the Events Coordinator. Other departments and agencies must be contacted, and approval obtained for the following:

1. For either public and private events with anticipated crowds of 500 or more, or where alcoholic beverages will be sold, served or consumed, security and fire safety will be requested.
2. For any event where alcoholic beverages will be served or sold, lessee must obtain a temporary license from the SC Department of Revenue. Lessee is required to present a copy to Park Management in order to keep on file with his/her rental agreement.
3. For public events where food will be cooked and/or served, lessee must contact the Department of Health & Environmental Control (DHEC) for approval.
4. All furnishings, trailers, canopies, food/beverage carts or trailers, generators, LP gas containers, etc. must be coordinated with management before brought into the Park. No trucks are allowed unless supervised. Lessee must contact Park management for assistance required for bringing in trailers and equipment.
5. Sales Tax: Vendors participating in a special event are required to have a South Carolina Retail License. Applications for a state retail license may be obtained from the SC Tax Commission (Charleston 843-852-3600 or Columbia 803-898-5000). Vendors who sell on a repetitive basis also need a Town of Edisto Beach Business License (843-869-2505 x 203). Vendors who sell only at special events must obtain a Town of Edisto Beach Day Vendor License.

## **B. Equipment brought into the park**

### **1. Tents**

Tents in excess of 200 square feet and canopies in excess of 400 square feet shall be flame retardant and have a label affixed to the tent or canopy and shall require approval of the Building Codes Administrator and Fire Chief. Tents and canopies shall have no smoking signs posted and shall comply with International Building Code. Tents or canopies in excess of 15,000 sq.ft. shall not be located closer than 50 feet to any other structure. Documentation of structural stability shall be furnished to the Building Codes Administrator and Fire Chief upon request. Documentation shall be provided to the Building Codes Administrator and Fire Chief and copy on site that certifies the flame propagation criteria by an approved agency. Certification shall include:

1. Name and address of owners of the tent or canopy.
2. Date the fabric was last treated with flame-retardant solution.
3. Trade name or kind of chemical used in treatment.
4. Name of person or firm testing material.
5. Name of testing agency & test standard by which the fabric was tested.

All tents and canopies shall be properly secured and anchored via surface mounted and weighted anchors or other similar means of securing tents. **No in ground staking of tents will be allowed.** Tents are required to be floorless. The aggregate area of multiple tents or canopies placed side by side without a fire break clearance is 12 feet and shall not exceed 700 square feet. A minimum clearance of 12 feet to structures and other tents or canopies shall be required. Permits are issued by the Town of Edisto Beach Building Department (843-869-2505 x 203).

### **2. Temporary Office Trailers**

Town Building Department personnel will inspect temporary trailers for conformity to Code requirements for handrails, guardrails, stair risers, and uniform landings. Lessee must maintain required liability insurance and must comply with codes or take full responsibility for accidents which may occur due to nonconformity.

### **3. Electrical Equipment**

Lessee must identify electrical needs required for food servicing/vendors, concession stands, entertainment and other electrical needs. If lessee requires more electricity than is currently available, they must make arrangements with Park Management. Any alteration to electrical wires will require a licensed electrician and an electrical permit. All electrical connections must be elevated and protected from the elements. Cords and wires shall be protected against damage and trip hazard. Upon presentation of proper identification, Fire Personnel must be allowed access to any event to make inspections periodically or in response to complaints of unsafe electrical conditions. Should a potential life safety or health hazard be found, the lessee will either correct the problem immediately or secure the area until corrective action is taken. The use of portable emergency power generators is discouraged by the Town of Edisto Beach Fire Department. If used, a temporary barrier must be placed around the generator with a minimum of 6 feet clearance to the public. Storage of gasoline is not permitted at generator or in assembly areas. Approved gasoline storage containers must be stored off-site.



#### **4. Dumpsters and/or trash receptacles**

For events with a projected number of 400 attendees or more the lessee is required to rent a temporary trash receptacle and/or dumpster. Dumpster must be placed in the designated, enclosed area, at Bay Creek Park. Designated area will accommodate an 8- or 10-yard dumpster. Dumpster/trash receptacles must be removed within 48 hours of the conclusion of the event. Failure to remove will result in deposit forfeiture. No roll carts will be available to events with 400 attendees or more. It is recommended that you bring in cardboard receptacles and trash liners to place around park grounds for public use. For multiple day events, trash must be dumped daily into the temporary dumpster that the event holder arranges. Area around dumpster site must be clean and litter free during event and after removal. Failure to do so will result in deposit forfeiture.

\*Groups serving oysters or shellfish must arrange for shell removal from park grounds at the conclusion of the event.

### **C. Security Regulations**

Security Contract: For events with anticipated crowds of 500 or more or where alcoholic beverages will be sold, served, or consumed, the organization holding the event must request security with the Town of Edisto Beach Police Department before the park permit will be issued. The Chief of Police will be responsible for assuring the protection of persons and property during the event and will determine the number of police officers necessary to provide the required security. The lessee will be responsible for paying the Town of Edisto Beach for police security which is impacted by the event. The Chief of Police may require police security for any event if he feels it is necessary for the protection of persons or property and in the best interest of the Town. Security reimbursement may be required prior to the event.

### **D. Fire/Rescue Regulations**

#### **1. Safety Plan**

If more than 200 people are expected to attend the event, the lessee must contact the Fire Department regarding a fire safety plan which provides a reasonable degree of safety for the attendees and members of the public who may be affected. The lessee must be prepared to provide one staff member for crowd control for every 200 people. This plan shall include emergency vehicle access, fire protection, emergency medical services, public assembly areas, vehicle parking, vendor locations, and the need for the presence of law enforcement officers, fire department personnel and EMS. Lessee or his representative shall be responsible for keeping the fire lane free of obstructions. Fire hydrants shall not be obstructed in any manner.

#### **2. LP Gas, Compressed Gas Cylinders, etc.**

Any gas container, hose, regulator and related devices shall meet NFPA requirements. All compressed gas cylinders must be firmly secured to prevent falling or being knocked over.

#### **3. Fire Extinguishers**

Any vendor or concession that utilizes any cooking, electric or heat producing devices shall be equipped with a minimum size fire extinguisher of 2A-10BC type. Any and all deep fat frying operations shall have, as minimum a K rated fire extinguisher. If electric cooking and deep frying

are both occurring, both the 2A-10BC and K rated fire extinguishers must be present. These extinguishers must be visible, accessible and mounted. All fire extinguishers must have a current inspection tag from a company certified to inspect fire extinguishers, or a receipt showing the extinguisher has been purchased within 365 days. Each vendor or concession that utilizes cooking will be inspected before operation. Failure to have proper fire extinguishers with current inspection tag or a receipt of purchase within the last 365 days shall result in loss of cooking privileges for the event.

## **E. Food Service Regulation**

### **1. Food & Beverage Concessions**

- DHEC requires private or public functions selling food to obtain a temporary food service permit. This includes events where food is supplied by private caterer or restaurant. Private functions serving their own food free of charge are exempt from this requirement.
- Glass containers are prohibited, unless supervised.
- Lessee must also provide and locate adjacent to concession, proper containers for the adequate collection and disposal of solid waste and ice from the food and beverage concessions. There will be no dumping of food or ice on turf, plant beds or any park area. No dumping of coals on the ground
- All food items must be accurately described on the menu.
- Prepared food vendors must meet federal, state, county and local health requirements.
- Food and beverage vendors are responsible for cleaning their stalls and adjacent areas
- Vendors are responsible for the removal of all debris, refuse and unsold product from the market premises.
- Lessee and/or vendors must remove grease from the premise. Dumping grease is prohibited.
- Groups serving oysters or shellfish must arrange for shell removal from park grounds at the conclusion of the event.
- In consideration for being permitted to use the facilities of the Town of Edisto Beach, the Vendor agrees to indemnify and hold harmless the Town of Edisto Beach, its officers, employees and insure from and against all liability, claims and demands, which are incurred, made or brought by any person or entity, on account of damage, bodily injury, personal injury, sickness, disease, death or any other loss of any kind whatsoever, which arise out of, or are in any manner connected with the use of these facilities.

### **2. Guidelines for Food Vendors**

All growers, farmers and food vendors serving food or offering samples of food must abide by the SC Department of Agriculture and local county Department of Health Food Safety rules and regulations including the following:

- All Sample produce must be washed with mild soap then rinsed with clean water.
- Always keep a supply of paper towels on hand
- All samples must be served with toothpicks, reducing opportunity for multiple contacts.
- Refill produce platters only after all previous produce is gone and the platter is rinsed clean

- Bakery products are to be made locally from quality raw ingredients.

### **3. Cooking Area**

- No cooking is allowed on any brick or concrete area.
- Cooking shall be segregated from traffic flow by at least four (4) foot barrier to prevent injuries.
- Flame retardant floor covering in the form of rubberized matting is required under all cooking areas, regardless of surface type. Rubber mats must extend a minimum of five feet in all directions from cooking utility to decrease damage to turf or staining.
- No cooking is allowed under a tent unless it meets flame-resistant requirements and such a tag verifying its flame resistance must be displayed and readable by inspectors. If there is any question as to the flame resistance of the tent, the cooking operation shall be removed from under the tent or shut down.
- Event organization utilizing oil for cooking during the event must provide an OSHA approved used cooking oil disposal container for community use by all food vendors.
- Event organizers must have mats and oil disposal container checked after setup
- If damages occur due to oil spills/staining and cleaning cannot be sufficiently covered by the park deposit, the Town reserves the right to recoup the actual costs of restoration.
- Prepared Food Vendors offer freshly made foods available for sale and immediate consumption on site. Cooking inside is prohibited except by special exception.

### **4. Cooking and Heating Appliances**

All heating and cooking equipment shall be installed as specified in the mechanical code. Unvented kerosene and gas heaters are prohibited in enclosed tents. Burning of charcoal, wood, or open flames of any type are strictly prohibited.

### **F. Alcoholic Beverage Regulation**

The following regulations apply to the sale and/or consumption of beer, wine or other alcoholic beverages in the park:

- Serving of alcoholic beverages at private parties must be authorized by permit through the Town and beverages must be delivered and removed by the lessee.
- “Brown Bagging”, ice chests, thermos jugs, or any other container not obtained or purchased at the event containing alcoholic beverages are not permitted in the park
- In the park, beverages must be dispensed only in plastic, acrylic or paper cups.
- A temporary license from the SC Department of Revenue is required for the sale of beer, wine or alcoholic beverages. Contributions and/or donations received at public events are considered sales and will require a DOR license. The designated area of the park and hours for sale/consumption must be indicated and State permits must be posted at every dispensing point.
- Hours for sale or consumption of alcoholic beverages must comply with all state and local laws.

#### **IV. GENERAL LIABILITY INSURANCE**

- A. For all events where the general public is invited-to attend a permit approved event, Lessee or sponsor, must obtain a policy for General/Commercial Liability Insurance in the amount of \$2,000,000 naming the Town of Edisto Beach as additional insured. The lessee or sponsor must provide a copy of the Certificate of Insurance to the Park manager prior to any equipment, vendors or tents are set up at the event. Coverage shall not end before all equipment, tents, and vendors are done breaking down. If copies are not received, the permit for the use of the park will not be issued.
- B. Food/beverage vendors must have Commercial General Liability insurance coverage to include products liability coverage (rider or endorsement) naming the Town of Edisto Beach as additional insured.
- C. Vendors selling alcohol must have Commercial General liability insurance coverage to include liquor liability coverage (rider or endorsement) naming the Town of Edisto Beach as additional insured.
- D. Lessee who serves alcohol must have Commercial General liability insurance coverage to include liquor liability coverage (rider or endorsement) naming the Town of Edisto Beach as additional insured.

#### **V. FACILITY USE AGREEMENT AND RELEASE/INDEMINIFICATION**

- A. In consideration for being permitted to use the facilities of the Town of Edisto Beach, the Lessee agrees to indemnify and hold harmless, the Town of Edisto Beach, its officers, employees and insurers, from and against all liability, claims and demands, which are incurred, made or brought by any person or entity, on account of damage, bodily injury, personal injury, sickness, disease, death, or any loss of any kind whatsoever, which arise out of or are in any manner connected with the use of the facilities, whether any such liability, claims, and demands result from the act, omission, negligence, or other fault on the part of the Town of Edisto Beach, its officers, or its employees, or from any other cause whatsoever. The Lessee shall reimburse the Town, its employees, and agents for actual costs and attorney's fees incurred in defending against said claims.
- B. By signing below, Lessee agrees that, in the event of any damage, loss, or injury to the facilities or to any property of equipment therein, the Town of Edisto Beach may deduct from the deposit the full amount of such damage, loss, or injury. Lessee further, agrees that, if such damage, loss, or injury exceeds the amount of the deposit, Lessee will within thirty (30) days of billing reimburse the Town of Edisto Beach for all costs associated therewith upon billing by the Town of Edisto Beach.
- C. In addition, in consideration for being permitted to use the facilities, the Lessee, on behalf of itself, and its officers, employees, members, and invitees, hereby expressly exempts and releases the Town of Edisto Beach, its officers, employees, and insurers, from and against all liability, claims, and demands on account of injury, loss, or damage, including without limitation claims arising from property loss or damage, bodily injury, person injury, sickness, disease, or death, that Lessee may incur as a result of such use, whether any such liability, claims, and demands result from the act, omission, negligence, or other fault on the part of the Town of Edisto Beach, its officers, or its employees, or from any other cause whatsoever.

I have read and agree to abide by all the rules and regulations for the Bay Creek Park and any and all applicable state and local laws. I agree to maintain insurance requirements for the longevity of the event.

\_\_\_\_\_  
Name of Person/Organization

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Person/Organization Representative

\_\_\_\_\_  
Email

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Address

\*Lessee is required to provide a resolution of who is authorized to sign on behalf of the company, organization, etc.

## VI. BAY CREEK PARK PRIOR AND POST EVENT APPLICANT CHECKLIST

**Be sure to complete those items applicable to your event.**

### ADMINISTRATIVE

#### Section I: Fees

- Park Application and Park Rules and Regulations form signed and submitted to the Events Coordinator to reserve park before making deposit payment to Town Hall.
- Park deposit paid to Town Hall to secure reservation
- Full payment of all fees made no later than two weeks prior to the event.
- Keyless lock confidentiality agreement signed if renting building.

#### Section II: Licensure

- Obtain Retail Sales License (SC Tax Commission 843-852-3600 or 803-898-5000) if selling any perishable or non-perishable products.
- Obtain a Town of Edisto Beach Business License

#### Section III: Equipment

- Contact the Events Coordinator (843-869-2505) to discuss arrangements for event including approval for any equipment to be brought into park and temporary fencing.
- Contact Fire Department (843-869-2505 x 217) to arrange inspections and permits for heating/cooking equipment and tents.

#### Section IV: Security Regulations and Section V: Fire/Rescue Regulations (200 or more attendees expected)

- Contact the Edisto Beach Police Department (843-869-2505 x 208) regarding security
- Contact the Edisto Beach Fire Department (843-869-2505 x 217) regarding a safety plan

#### Section VI: Food Service Regulations

- Contact the South Carolina Department of Health and Environmental Control (DHEC) for approval
- Contact Fire Department (843-869-2505 x 217) for approval of any heating and/or cooking equipment

Section VII: Alcoholic Beverage Regulations

- Security plan with the Town of Edisto Beach Police Department (843-869-2505 x 208).
- Service of alcohol at a public or private event requires prior approval from park management.
- If alcohol is to be sold, contact SC Department of Revenue for a temporary license to sell alcohol (803-898-5864) (or forms may be downloaded from [www.sctax.org](http://www.sctax.org)) Once received, copy of license to be forwarded to park management.

Section VIII: General Liability Insurance

- For public events, obtain \$2,000,000 liability insurance policy naming the Town of Edisto Beach as the additional insured. A certificate of insurance must be provided to the Building Department before actual use of the park will be allowed.
- For public events, food beverage vendors must have Commercial General Liability Insurance to include products liability coverage naming Town as additional insured.
- For public events, vendors selling alcohol must have Commercial General Liability insurance coverage to include liquor liability coverage naming Town as additional insured.

**LIABILITY PROVISIONS**

For the consideration of being permitted to utilize Bay Creek Park for a special event the undersigned by the Town of Edisto Beach, the below signed agrees as follows:

1. **IMPORTANT LIABILITY PROVISIONS.** Applicant hereby agrees to be personally liable for any damage to the park, theft of property, damage to the building or contents therein, or loss of any other nature that may occur from rental of the park and or building.

The undersigned agrees to the above terms.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print

**VII. SITE WALK THROUGH**

The applicant is required to walk through the entire park with a Town employee present and complete the checklist below before and after a special event. Both must sign below.

This event requires:  **GROUNDS ONLY**     **BUILDING ONLY**     **GROUNDS AND BUILDING**

CHECKLIST ITEM	PRE EVENT	POST EVENT	COMMENTS
Exterior:			
Grounds free of debris, tents, etc.			
Grass undamaged and color normal			
Other plantings in good condition			
No holes in ground (grass/parking lot)			
Building has no holes on outside			
All sprinklers working properly			
Wooden edging in good condition			
Curb stops in good condition			
Other:			
Other:			
Other:			
Other:			
Other:			
Other:			
Other:			
Interior:			
Floors have been swept			
No holes in walls			
TV/DVD Player working properly			
Door hardware working properly			
Other:			
Other:			
Other:			
Other:			

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

\_\_\_\_\_  
Town Employee Signature

\_\_\_\_\_  
Applicant Printed Name

\_\_\_\_\_  
Town Employee Printed Name

\_\_\_\_\_  
Pre-Event Walk-Through Date

\_\_\_\_\_  
Post-Event Walk-Through Date

**VIII. TOWN OF EDISTO BEACH BAY CREEK PARK SPECIAL EVENT PARKING INFORMATION**

*If using Bay Creek Park for a special event please complete the following traffic control information:*

Name of Event: \_\_\_\_\_

Date of Event: \_\_\_\_\_

Who will be handling/directing parking? \_\_\_\_\_  
Contact Name Contact Number

Alternate Contact \_\_\_\_\_  
Contact Name Contact Number

Number of parking spaces available? \_\_\_\_\_

Describe your contingency plan. \_\_\_\_\_

Describe your parking overflow plan. \_\_\_\_\_

Describe and show on site plan area designated for accessible parking. How many spaces will be made available? \_\_\_\_\_

How will assistance be provided for accessible parking? \_\_\_\_\_

If vendors will be present where will they park? \_\_\_\_\_

Will gates be closed and locked at any time? If so, explain. \_\_\_\_\_

What type of security will there be? (If Town is to provide, please contact the Town for applicable fees. \_\_\_\_\_

Describe and show on site plan area designated for Police, Fire, EMS. \_\_\_\_\_



**IX. CONFIDENTIALITY AGREEMENT**

For the consideration of being permitted to utilize Bay Creek Park given to the undersigned by the Town of Edisto Beach, the below signed agrees as follows:

1. The pin number provided to access the building at Bay Creek Park has been customized for each person requesting authorization. Security and confidentiality is a matter of concern for all those who request access.
2. The pin number provided will only be used for the purpose of only the event approved by the Town.
3. The undersigned will not disclose its pin code to anyone and will ensure the building is properly secure before leaving.
4. The undersigned will complete the following list of items before leaving:
  - Turn off television & DVD player
  - Close and lock all 6 roll-up doors
  - Turn off all lights (interior and exterior)
  - Turn off fans
  - Lock both walk-through doors (close door then from the outside turn lever upward to lock)
5. **IMPORTANT LIABILITY PROVISIONS.** The undersigned acknowledges that pin number will be tracked when it is used for access into the building and vendor hereby agrees to be personally liable for any theft of property, damage to the building or contents therein, or loss of any other nature that may occur from entry into the building if the undersigned’s pin number is used for entry whether or not undersigned is present during the time of entry.

The pin number assigned will expire on the date after the Town approved event

The undersigned agrees to the above terms.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print

\_\_\_\_\_  
Pin Code Assigned

# BAY CREEK PARK RENTAL RATES & CHECKLIST

Applicants Name: \_\_\_\_\_

Contact Number: \_\_\_\_\_

Date of Rental: \_\_\_\_\_

<b>OFFICE USE ONLY</b>
Deposit Amount: _____
Deposit Received: _____

## RENTAL RATES

Please check the following that applies to your rental request:

### \*Friday, Saturday, Sunday Rental Rates

<u>Type of Rental</u>	<u>Fee</u>	<u>Number of Days</u>	<u>Total</u>
<b>Required Refundable Deposit for all the following</b>	<b>\$500</b>		
_____ Full Day Rental	\$1000 x _____	=	_____
_____ Full Day Rental w/admission fee (Town receives \$1/adm)	\$1000 x _____	=	_____
_____ Half Day Rental (6 hour maximum)	\$650 x _____	=	_____

### \*Monday – Thursday Rental Rates

<u>Type of Rental</u>	<u>Fee</u>	<u>Number of Days</u>	<u>Total</u>
<b>Required Refundable Deposit for all the following</b>	<b>\$500</b>		
_____ Full Day Rental	\$800 x _____	=	_____
_____ Full Day Rental w/admission fee (Town receives \$1/adm)	\$800 x _____	=	_____
_____ Half Day Rental (6 hours maximum)	\$450 x _____	=	_____

<u>Other Rental Rates for any day of the week</u>	<u>Fee</u>	<u>Number of Hours</u>	<u>Total</u>
<b>Required refundable deposit</b>	<b>\$150</b>		
_____ Hourly Rate (minimum 3 hours, maximum 5 hours)	\$100 per hour x _____	=	_____

**\*\* Non-Profit discount of 25% (must provide 501C3 documentation) is available for events benefiting a Non-Profit organization only. Discount is taken from rental cost, excluding the cleaning fee. Cleaning fee is then added to discounted rental rate. See Park Management for details.**

\*Full Day Rental = Maximum of 16 hours to include all set up for the event and all cleanup required of the renter. If your set -up and clean-up/tear down requires additional days, then a “Half Day Rental” is suggested to allow enough time. Parking is closed to the public for Full Day rentals. Restroom cleaning fee is included in rental fee.

\*Half Day Rental = Maximum of 6 hours to include all set up for the event and all cleanup required of the renter. Parking is closed to the public only by the request of the renter. Restroom cleaning fee is included in rental fee.

\*Hourly rental must include the time needed for set up, event, and cleanup. Parking inside the Bay Creek Park is first come, first serve. Restroom cleaning fee is NOT included, and renter is responsible for cleaning the restrooms or subject to lose deposit.

\*ALL rentals are responsible for cleaning the Heritage Building, grounds, and parking lot after their rental. No trash or decorations should be left on the grounds or in the area after the rental.

<b>Other Potential Fees</b>	<b>Fee</b>	<b>Number of Days</b>	<b>Total</b>
_____ Solid Waste Fee	\$135	x _____	= _____
_____ Security	\$40/hr	x _____	= _____
_____ Extra Roll Carts (3 provided with rental fee)	\$8/ea	x _____	= _____

**PARK RENTALS INCLUDE:**

- 3 picnic tables
- 4 outdoor benches
- Water and electrical access
- Dock
- Restroom access
- Heritage Building (approximately 1,392 sq. ft.) including a covered porch with ceiling fans
- 6 six-foot tables and 8 eight-foot tables (no chairs)
- Stage and dance floor area (approximately 1,840 sq ft.)

**PARKING:**

A parking lot is available at the Bay Creek Park. For overflow parking please use the **grassy area** around the perimeter of the Marina/Pressley’s parking lot across the street. On the day of your Full Day Rental, Park Management will close the Bay Creek Park gates to control the general public from parking in the Park parking area. It is the responsibility of the Full Day renter to keep those gates closed during set-up, entry, and existing to continue to control parking. Parking lot closures for a Half Day rental will be on a case by case scenario.

**Requirements for Rental:**

Please sign and return the following pages from the Rules and Regulations and submit with deposit for approval of application in order to secure requested date(s). Deposits are refundable provided the venue is returned in the same condition it was received.

- Facility Use Agreement – Page 13
- Liability Provisions – Page 15
- Site Walk Through – Page 16 (To be completed closer to event date and after event)
- Confidentiality Agreement – Page 18 (PIN to be assigned during Site Walk Through)
- Special Event Form – provided separately by Special Projects Coordinator