

BAY CREEK PARK
RULES, REGULATIONS AND GUIDELINES

March 25, 2015

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I. BAY CREEK PARK RULES AND REGULATIONS

- The open space of 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 Market Building will be open from 9:00am until 5:00 pm on Wednesdays
- The Park will not be open to the general public during special events days unless permitted by lessee
- The Town may close the Market during some winter months or inclement weather. In the case of inclement weather closings a rain check will be provided. No refunds
- Market trash cans and dumpsters are for use by vendors and visitors to the park
- Park trash cans and dumpsters are not to be used for bait disposal
- Pets must be leashed at all times
- All 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. Prohibitions

1. Smoking is prohibited.
2. 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.
3. Open burning: All open burning is prohibited. Items, such as, but not limited to, charcoal, wood or oil may not be burned in the park (unless by special permit).
4. 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.
5. Glass containers are prohibited.
6. The use of fireworks is prohibited.
7. 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.
8. Camping is prohibited
9. Disposal of bait is prohibited
10. No water vessel (boats, kayaks, flotation devices) launching allowed
11. Swimming not allowed
12. Any inflatable amusement device used for climbing, sliding, jumping, or rebounding is prohibited.
13. Within the Heritage Building, unless prior authorization has been obtained from the Building Department, 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. BAY CREEK PARK RENTAL RULES AND REGULATIONS

- Applicant is directed to contact the Town of Edisto Beach Building Department (843-869-2505 x 204) prior to starting the application process to ensure requested date of the event is available.
- Application **MUST** be received by the Building Department before the Town Hall will accept a deposit. Applicant is directed to contact the Building Department (843-869-2505 x 204) for verification of receipt of application before going to the Town Hall to make a deposit.
- Copies of all permits and plans are required for events are to be submitted to the Building Department a minimum of two weeks prior to the event.
- Applicant must be aware that there is the possibility that multiple events may occur in separate areas of the park on the same date. 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 building department at Town Hall.
- Park rules will be displayed at Town Hall, the Park and the Town’s web page.
- 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.

III. DEPOSITS AND FEES:

A. Park Deposit:

A refundable park deposit, based on the size of the event, is required. Submittal of signed application to the Building Department followed by payment of deposit to Town Hall secures the requested event date. This deposit will be applied to the cost of cleanup and/or damage repairs deemed necessary. 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 Building Codes Administrator or his/her designee to document condition prior to use. The Building Department representative or designee shall inspect the park after the event and determine whether any cleanup is required and the cost of repairing any damage.

Building Deposit	\$100.00
Entire Park Deposit	\$500.00

All trash, ground litter and 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 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.

IV. 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.

V. Forfeiture

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

No Refunds- Rain Checks Only

A. Park Rental Fees

Park rental fees apply to all days of the event and all set up and break down days.

Entire Park*	
Open to public	\$ 400.00/day (If no admission fee is charged)
Open to public	\$ 400.00/day (If admission fee is charged. The Town will collect \$1.00 from each admission fee.)
Closed to public	\$1,000.00/day (Subject to Council approval)
Heritage Building*	\$ 150.00/day

*Unless Town sponsored event.

*Partial day rentals are not allowed.

B. Electrical Fees (non-refundable) – REQUIRED FOR ALL ENTIRE PARK RENTALS

Rental	\$25.00/day
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**C. Solid Waste Fee (For use of Convenience Station) – REQUIRED FOR ALL ENTIRE PARK RENTALS
(unless provided by Lessee)**

Solid Waste Fee \$135.00/event

D. 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

E. Security

Officer – Regular Time \$20.00/hr per person

Officer – Overtime Rate \$27.00/hr per person

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

Town Roll Cart \$5.00/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.

VI. GENERAL RULES AND 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 Building Department. 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, lessee must contact both the Edisto Beach Police Department and the Edisto Beach Fire Department to develop plans for security and fire safety.
2. For any event where alcoholic beverages will be served, lessee must also obtain Town Council approval and a temporary license from the SC Department of Revenue.

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. may be brought into the Park ONLY with the supervision of the Building Department personnel. No trucks are allowed unless supervised. Lessee must contact the Town Building Department for assistance required for bringing in trailers and equipment.
5. Sales Tax: Vendors 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. All licenses must be publicly displayed.

VII. EQUIPMENT BROUGHT INTO PARK:

A. 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 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).

B. 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.

C. *Electrical Equipment*

Lessee must identify electrical needs required for food servicing/vendors, concession stands, entertainment and other electrical needs. If lessee requires more than a standard 120V outlet arrangements must be made with the Building Code Administrator. 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.

VIII. SECURITY REGULATIONS

Security Contract: For events with anticipated crowds of 200 or more or where alcoholic beverages will be sold, served, or consumed, the organization holding the event must sign a security contract 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.

IX. FIRE/RESCUE REGULATIONS

A. *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.

B. *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.

C. 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.

X. FOOD SERVICE REGULATIONS

A. Food & Beverage Concessions

1. 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.
2. Glass containers are prohibited.
3. 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.
4. All food items must be accurately described on the menu.
5. Prepared food vendors must meet federal, state, county and local health requirements.
6. Food and beverage vendors are responsible for cleaning their stalls and adjacent areas after the market closes.
7. Vendors are responsible for the removal of all debris, refuse and unsold product from the market premises.
8. 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.

B. 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:

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

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

C. Cooking Area

1. No cooking is allowed on any brick or concrete area.
2. Cooking shall be segregated from traffic flow by at least four (4) foot barrier to prevent injuries.
3. 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.
4. 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.
5. 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.
6. Event organizers must have mats and oil disposal container checked after setup
7. 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.
8. Prepared Food Vendors offer freshly made foods available for sale and immediate consumption on site. Cooking inside is prohibited except by special exception.

D. Cooking and Heating Appliances

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

XI. ALCOHOLIC BEVERAGE REGULATIONS

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

- A. Serving of alcoholic beverages at private parties must be authorized by permit through the Town Administrator and beverages must be delivered and removed by the lessee.
- B. "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
- C. In the park, beverages must be dispensed only in plastic, acrylic or paper cups.
- D. The sale of alcoholic beverages by individuals or groups must be authorized and approved by Town Council. 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.
- E. Hours for sale or consumption of alcoholic beverages must comply with all state and local laws.

XII. GENERAL LIABILITY INSURANCE

- A. For all events where the general public is invited to attend or over 100 persons will be in attendance, Lessee must obtain a policy for General/Commercial Liability Insurance in the amount of \$1,000,000 naming the Town of Edisto Beach as additional insured. The lessee must provide a copy of the Certificate of Insurance to the Building Department 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).
- C. Vendors selling alcohol must have Commercial General liability insurance coverage to include liquor liability coverage (rider or endorsement)

XIII. FACILITY REQUIREMENTS

A. Restroom Requirements

1. TOILET FACILITIES (WITHOUT ALCOHOL)

Toilet facilities for events where alcohol is not available

Patrons	Male			Female	
	Toilets	Urinals	Sinks	Toilets	Sinks
<500	1	2	2	6	2
<1000	2	4	4	9	4
<2000	4	8	6	12	6
<3000	6	15	10	18	10
<5000	8	25	17	30	17

2. TOILET FACILITIES (WITH ALCOHOL)

Toilet facilities for events where alcohol is available

Patrons	Male			Female	
	Toilets	Urinals	Sinks	Toilets	Sinks
<500	3	8	2	13	2
<1000	5	10	4	16	4
<2000	9	15	7	18	7
<3000	10	20	14	22	14
<5000	12	30	20	40	20

These figures may be reduced for shorter duration events as follows:

Duration of event	Quantity required
More than 8 hours	100%
6-8 hours	80%
4-6 hours	75%
Less than 4 hours	70%

For Special Events for which there are no permanent toilet facilities, PSUs should be provided as follows:

- For a typical distribution of men, women and children, there must be 1 toilet for every 300 people.
- For an event attended primarily by women and children, there should be 1 toilet for every 200 people.
- For an even distribution of men and women at an event where alcoholic beverages are served, there should be 1 toilet for every 240 people.

B. Garbage Requirements

Bait disposal is prohibited in roll carts and dumpsters. Other arrangements must be made if function requires disposal of bait. Contact Town Hall for pricing.

C. Garbage Facilities (*unless Town sponsored event)

If applicant requires Town to service roll-cart, there will be a \$10.00 charge per roll cart. If applicant services roll-carts by taking to convenience station, the fee will be reduced by 50%. The Town will provide the 8 yard dumpster for medium to large events.

Small Events	Less than 50 persons	6 roll carts (Town may reduce cart number based on anticipated number of people)
Medium Events	50 – 100 persons	8 yard dumpster (\$105.50)
Large Events	Greater than 100 persons	8 yard dumpster (\$105.50)

XIV. MARKET OPERATIONS

A. Rental Fees

1. Farmer's Market Daily Space Rental Fees

Off-island residents	\$20.00 / day
Island residents	\$15.00 / day
Edisto Beach residents	\$5.00 / day

Vendor Rental Fees to be paid prior to set up.

B. Collection of fees

It is the responsibility of the vendor to bring space fees to the Edisto Beach Town Hall to be processed. Each vendor will have an identification number that will coincide with their market envelope that will be kept at Town Hall. Collection fees will be charged for all returned checks.

1. Vendors must be prepared for operation at the start of the market. Booths must be staffed during market hours.
2. Vendor loading and unloading: Vendors are not permitted to drive into the market. Vendors should park their vehicle outside of the market area and carry their supplies to the booth space.
3. Space assignments will be assigned to the Vendors by the Town Building Department. Every effort will be made to accommodate vendor's needs. No booth location is guaranteed on an on-going basis. Vendors may be asked to change booth space by the Town. Reserved stalls not occupied at the start of the market day may be reassigned to another Vendor.
4. The Town has the ultimate authority for a vendor's booth location within the market.
5. Vendors are responsible for their own booths, tables and weather covers. Vendors are responsible for securing canopies against hazards such as wind and with concern for the safety of the public and other market vendors (weights or other approved method).
6. Water and power are the responsibility of individual vendors.
7. Selling before the opening or after the close of market hours is strictly forbidden.
8. Vendors are to keep their stalls or booths clean during market hours.
9. Spaces will be marked.
10. The Bay Creek Park open air market does not assume responsibility for product liability. Vendors are encouraged to purchase liability insurance and are required to do so for processed and restaurant vendors.

C. Market Vendor Selection

If demand is greater than booth space availability, vendors will be selected in the following order:

1. Town of Edisto Beach residents and Farmers
2. Anchors of the Market – Island and Off-island
3. All other residents – Island or Off Island

An anchor of the market is defined as a vendor who has consistently appeared on a regular basis at the market since its inception.

XV. MARKET OPERATIONS VENDOR CONDUCT

Any infraction will result in forfeiture of all market fees. Vendor can also be banned from Bay Creek Open Air Market.

1. Neither vendors nor their staff may smoke in the park area.
2. Within the Heritage Building, unless prior authorization has been obtained from the Building Department, 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.
3. Vendors will conduct themselves courteously. Vendors may not verbally call attention to their space by calling out beyond the borders of their space.
4. Vendors are requested to work and drive as quietly as possible while in the market area.
5. Sampling may only occur within the confines of vendor's booth or directly in front of the booth. Sidewalk area is not permitted. The sampling must insure that customers have clear access to the vendor on opposite sides of him or her and in no way intrude on that vendor's space.
6. Vendors will provide a trash can for any refuse from the distribution of samples.
7. Vendor applications and information is strictly confidential, subject to FOIA.
8. Priority for vending spaces will be given to local residents of Edisto Beach/Edisto Island. All products must be grown, harvested or crafted locally. No products will be of a resale nature, for example, bought from another source and resold at this market. Vendors must produce 100% of what they sell. Any exceptions to this rule must be discussed and approved by the Town prior to the opening of market season. This rule is set to provide unique and unusual items to the public not found in retail establishments and will enhance the market and community.

XVI. 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.
- 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.

Name of Person/Organization

Signature of Person/Organization Representative

Date

Telephone Number

Email

Address

XVII. BAY CREEK PARK MARKET AGREEMENT

BUSINESS NAME _____

PHONE _____

CONTACT _____

ADDRESS _____

E-MAIL _____

PRODUCT DESCRIPTION _____

Product category: Please check one

- Handmade Items Farm/Plant/Produce Processed Food/Fresh Seafood
- Arts/Crafts Local Produce/Plants Syrups/Jellies/Baked Goods/Sauce
- Prepared Food If prepared food, type of product _____

Only products grown, made, harvested or processed by the vendor can be sold at the Market. No buy/sell items will be allowed. Vendor must provide table, water, and electricity if needed. Tables are not to exceed 8 feet in length. Prepared food vendors must attach current DHEC permit. All other food sales must present proper certification

I have read the vendor rules for the Bay Creek Park and open air market and agree to abide by them. I agree to hold harmless the Market staff; all market participants and the Town of Edisto Beach for any claims, loss or damage of any nature whatsoever, arising from this agreement or vendors use of premises.

Signature _____ Date _____

XVIII. 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 Building Department 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 Building Department (843-869-2505 x 203) 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 216) 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).
- Sale or service of alcohol at a public or private event requires submission of written request to Town Municipal Clerk. Letter will be presented to the Town Council for approval. Town Council meetings are the 2nd Thursday of each month and the agenda items must be submitted to the Municipal Clerk before noon, two weeks prior to the Council meeting in order to appear on the subsequent agenda.
- If alcohol is to be served, contact SC Department of Revenue for a temporary license to sell alcohol (803-898-5864) (or forms may be downloaded from www.sctax.org) Once received, copy of license to be forwarded to Building Department prior to event.

Section VIII: General Liability Insurance

- For public events, obtain \$1,000,000 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

XIX. 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:			

XXI. 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

OFFICE USE ONLY

Deposit Amount: _____

Deposit Received: _____

XXII. BAY CREEK PARK RENTAL CHECKLIST

Applicant Name: _____

Contact Number: _____

Date of Rental: _____

Requirements for Rental

- Completed Special Event Application (if renting the entire park)
- Facility Use Agreement and Release/Indemnification (page 16)
- Bay Creek Park Prior and Post Event Applicant Checklist (page 18 – 19)
- Site Walk Through Date set for: _____ (page 20 – 21)
- Keyless Lock Confidentiality Agreement (if using building) (page 23)
- Bay Creek Park Special Event Parking Information & Completed Site Plan (page 22 & 25)

Please check the following that applies:

Type of Rental	Fee	# of days	Total
<input type="checkbox"/> Entire Park (\$500 Deposit)			
Open to public with no admission fee	\$ 400.00	X _____	= _____
Open to public with admission fee (Town receives \$1/adm)	\$ 400.00	X _____	= _____
Closed to public	\$ 1,000.00	X _____	= _____
<input type="checkbox"/> Heritage Building (\$100 Deposit)	\$ 150.00	X _____	= _____

Additional Required Fees

<input type="checkbox"/> Electrical Fee <i>(required for all Entire Park Rentals)</i>	\$ 25.00	X _____	= _____
<input type="checkbox"/> Solid Waste Fee <i>(required for all Entire Park Rentals)</i>	\$ 135.00	_____	= _____

Optional Fees

<input type="checkbox"/> Set Up Assistance	\$75/hr*	X _____	= _____
		*First hour	
	\$30/hr**	X _____	= _____
		**Each additional hour	
<input type="checkbox"/> Security	_____ X \$20/hr***	X _____	= _____
	# of officers	***Regular Time	
	_____ X \$27/hr****	X _____	= _____
	# of officers	****Overtime	
<input type="checkbox"/> Extra Roll Carts (2 provided with rental fee)	\$ 5	X _____	= _____
		# of carts	

TOTAL FEES \$ _____

