

**THIS AGREEMENT IS SUBJECT TO ARBITRATION PURSUANT TO  
THE SOUTH CAROLINA UNIFORM ARBITRATION ACT,  
SECTION 15-48-10, ET SEQ., AS AMENDED.**

Thank you for selecting Thomas Hall Events Venue for your upcoming event. To ensure a successful, well planned event, this License Agreement ("Agreement") sets forth the agreements and understandings made between you, \_\_\_\_\_ (the wedding party or "Client") and Bulow Land Company, LLC d/b/a/ Thomas Hall Events Venue (the "Facility") for the use of the grounds designated herein for your event. The Facility and Client are collectively referred to herein as the "Parties" or singularly as a "Party" to this Agreement.

1. **Recitals.** Client requests a limited license to use the Facility's permitted grounds as a location from which Client will host the wedding events described herein (the "License"). Subject to the terms hereof, the Facility desires to grant a limited License to Client for the permitted use of its designated grounds. The commitments and agreements set forth herein are given and made upon valid consideration, the sufficiency of which is hereby acknowledged by the Parties.

2. **Wedding Planner.** As a condition of this Agreement and the License, Client must utilize the services of a licensed professional wedding planner to serve as the key point of contact between the Facility and Client for all matters relating to the Facility, the License, and this Agreement. The wedding planner may not be a guest of the event. The Facility, in its sole discretion, may refuse to allow the event to be coordinated by a wedding planner that does not meet the approval of the Facility. Client's wedding planner is: \_\_\_\_\_

3. **Dates and Times of Events.** Client contracts to reserve and use the Facility Grounds and the extra Assets designated below on the following dates:

Wedding:      Date: \_\_\_\_\_ Start Time: \_\_\_\_\_ End Time: \_\_\_\_\_

Reception:      Date: \_\_\_\_\_ Start Time: \_\_\_\_\_ End Time: \_\_\_\_\_

The License granted by this Agreement is only valid during the dates and times listed herein, which will be strictly enforced. Time is of the essence. Additional time may be requested, subject to the Facility's discretion and additional license fees at the rate of \$500.00 per hour.

4. **License Fee.** Client shall pay, in advance, a one-time License Fee in the amount of \$7,500.00 for the limited License granted hereunder. To reserve the availability of the Facility and Extra Assets (if any) for the dates and times listed, one-half (50%, or \$3,650.00) of the License Fee is due as a down payment at the time of signing this Agreement. The full balance of the License Fee shall be paid not later than sixty (60) days prior to the event.

5. **Extra Assets.** Client elects to utilize the following Extra Assets and agrees to pay an additional license fee for each item initialed below.

- \_\_\_\_\_ Carriage House - \$250.00 for 8 hours
- \_\_\_\_\_ Pre-Wedding Photography on Grounds - \$125.00 for 4 hour photo session (photographer not included)
- \_\_\_\_\_ 6-Seat Cart with Driver - \$500.00 for 6 hour event

- \_\_\_\_\_ Parking Attendant - \$100.00 for 6 hour event
- \_\_\_\_\_ 12 foot Picnic Tables (two available) - \$100.00 per table, includes set up and take down.
- \_\_\_\_\_ 48” Carolina Kettle fire pit - \$250.00, includes wood, set up, lighting and take down
- \_\_\_\_\_ Cypress Wood Chairs (8 available) - \$25.00 per chair, includes set up and take down.
- \_\_\_\_\_ Other: \_\_\_\_\_

6. **Cancellation.** Client may cancel the event subject to the following fees and limitations: (i) If notice of cancellation is given more than 180 days prior to the event, the down payment shall be returned less a \$500.00 cancellation fee; (ii) if notice of cancellation is made more than 120 days of the event, the down payment is forfeited as a liquidated damage. The entire License Fee is due and non-refundable if the event is cancelled within 120 days of the scheduled date, unless the Facility is re-booked by an event of equal or greater value on the cancelled dates, in which case the down payment and balance of the License Fee will be refunded, less the \$500.00 cancellation fee, within thirty (30) days after the re-booked event takes place. If the event is unable to be held on the reserved dates due to unforeseeable reasons entirely beyond the control of the Parties, such as natural disasters, acts of God, terrorism, or similar uncontrollable circumstances, the License Fee is not refundable; however, the Facility will make all reasonable efforts, subject to availability and the Facility’s discretion, to reschedule the event to best accommodate Client’s alternative date preference at no additional charge. If the event is not rescheduled, no refund will be due.

7. **Damage/Cleaning Deposit.** In addition to the License Fee and not less than sixty (60) days prior to the scheduled events, Client shall provide a Damage Deposit in the amount of \$1,000.00 to secure Client’s performance of this Agreement and to protect against damages to the Facility grounds and Extra Assets as well as to cover the costs of additional cleanup, if needed. The Damage Deposit will be returned to Client within thirty (30) days following the Event, less the cost to repair or replace any damages to the Facility and Extra Assets suffered during the Event beyond ordinary wear and tear or to perform any obligation of Client arising hereunder.

8. **Payment.** For convenience, all payments shall be made utilizing PayPal ([www.paypal.com](http://www.paypal.com)). The Facility, through “Thomas Hall Events Venue,” will provide an account access number for Client to use within PayPal to facilitate the down payment, final payment, and Damage Deposit required hereunder using a credit card of Client’s choosing. All refunds will be made through PayPal back to the credit card used for the payments.

9. **Permitted Grounds.** The License granted by this Agreement covers only the following grounds, which are made available “as-is”: From the entrance gate to 1000 feet down the drive (with parking on the sides of the driveway), around the pond, into the pavilion, along the marsh and dock, along the pool perimeter and the center porch, with an available tent area between the pavilion and the house. The Carriage House, if selected above, also will be included. These areas will be cordoned off for event use, and no other areas or grounds are permitted for use of any kind outside the designated grounds. Client acknowledges that the licensed grounds are within a private residence and surrounded by nearby homes. Areas outside the roped areas constitute private property and no trespassing is allowed. No swimming, or wading is allowed in the pool, the pond, or off the dock. Client has inspected the grounds, is familiar with location and extent of the licensed grounds, and warrants that the premises are suitable and safe for Client’s intended use. The grounds include natural, rural conditions that are subject to change based on time of year and weather conditions. The licensed grounds are limited to a **maximum of THREE HUNDRED (300) guests**. The Facility is not responsible for the provision of any services related to the event unless expressly stated herein. **No fireworks, sparklers, smoke machines, or other pyrotechnics are allowed anywhere on the Facility grounds or access roads. No**

**weapons of any kind are allowed anywhere on the Facility grounds or access roads, including inside parked vehicles.** The Facility's Owners, agents and representatives may utilize the driveway and access road to the property at any time.

10. **Vendors/Entertainment.** Client must provide a list of all vendors Client intends to involve in the event, and all vendors are subject to the approval of the Facility. All vendors must visit the property prior to the date of the event, and the Facility reserves the right to deny access to any vendor that is not pre-approved or in good standing with the Facility. The Facility reserves the exclusive right to determine and limit the locations within the Permitted Grounds from which entertainment/DJ/bands, food and beverage services, and other vendors will be situated during the event. All entertainment must conclude performances not later than 10:00 p.m. This deadline will be strictly enforced. No banners, signs, fixtures, furniture or decorations of any kind may be affixed, tied or otherwise anchored to any structure, improvement or tree without the express prior approval of the Facility. If approved, the Facility reserves the right determine the method and location of installation.

11. **Event Tent.** Events at the Facility are held "rain or shine," and there will be no refunds or cancellations allowed for adverse weather. The Facility has an exclusive arrangement with Eventworks Rentals and recommends securing a tent for the event. The standard width of the tent is 40 feet, and the Client shall determine the length. Costs may vary, and Client will be responsible for all costs of renting the tent, which are payable direct to Eventworks Rentals.

12. **Restroom Facilities Not Included.** There are no restroom facilities at the Facility. Client must provide its own bathroom facilities. The Facility maintains an exclusive arrangement with Nature's Calling to provide bathroom facilities and recommends that Client secure suitable bathroom facilities at Client's cost. All service fees are paid directly to Nature's Calling.

13. **Removal of Equipment, Trash and Cleanup.** Client is responsible to ensure the grounds are kept clean and all litter is properly disposed of. Given the natural surroundings, cigarette butts are a particular concern. Client agrees to furnish and pay for a minimum of four (4) cigarette disposals, which can be provided by Events Works Rentals. It is Client's responsibility to ensure the all grounds, including the licensed grounds, are returned to their pre-event condition. Except for the Extra Assets furnished by the Facility, Client shall ensure that all vendors, service providers, entertainers, etc. have fully broken down and removed their equipment, trash, and furnishings not later than 11:00 p.m. the night of the event. Time is of the essence. The Facility is not responsible for loss, theft or damage to any equipment, property, furnishings or other chattels. The Facility requires a pre-approved representative of the Client to survey the Permitted Grounds before and after the event to document their condition for any pre-existing conditions, damages and proper clean up and take down. Additional charges will apply damages are found or additional clean up and removal is necessary.

14. **Licenses, Permits and Applicable Laws/Ordinances.** Client is responsible to secure and pay for all necessary permits, licenses and approvals necessary for the event. It is Client's responsibility to ensure that all activities conducted during the event comply with all applicable laws, regulations and ordinances, including and noise ordinances that might now or hereafter apply.

15. **Alcohol.** The Facility does not sell, furnish, or serve alcohol. Client shall make all arrangements for alcohol service if desired. All alcohol service must be done by licensed and insured servers, and not later than thirty (30) days prior to the event, Client shall provide a certificate of insurance suitable to Facility from the service provider before alcohol may be served

anywhere on the Facility grounds. **The certificate shall name “Bulow Land Company, LLC d/b/a/ Thomas Hall Events Venue” as an additional named insured.** The Facility does not monitor the events, and Client and its service providers are solely responsible to ensure responsible service and consumption of alcohol and to ensure that guests are not overserved. Under no circumstances will the Facility be liable for any claim, damages, injuries or liabilities of any kind caused by or in any way related to alcohol service or consumption. Client shall fully indemnify, defend, and hold the Facility (and its owners, managers, employees, operators and agents) from and against all claims, judgments, and liabilities of whatsoever kind arising from or relating to alcohol service or consumption, or incidents caused or affected by the same. No underage drinking of alcohol is allowed under any circumstances.

16. **Pet Policy.** Pets are not allowed anywhere on the Facility grounds except with the express prior approval of the Facility. If Client desires for its pets (or those of its guests) to be included in the event, a separate rider to this Agreement will be required, and additional charges will apply.

17. **Photography Release.** The Facility has the right to display or publish any photographs and videos taken at the event and to use the same in promotional materials. Client hereby consents to such use of such media and this Agreement constitutes a full license and release by Client for the Facility to utilize such materials. Client further consents to allow the Facility, if it chooses, to take photographs of the event without interfering therewith, and to request, at the Facility’s cost, copies of photographs for its use from Client’s event photographer.

18. **Insurance.** Not later than thirty (30) days prior to the event, Client shall provide the Facility with a certificate of insurance showing that Client carries general liability insurance with coverage limits of not less than \$500,000 per occurrence. **The certificate shall identify “Bulow Land Company, LLC d/b/a/ Thomas Hall Events Venue” as an additional named-insured under the policy for the duration of the event.**

19. **Indemnity.** Client is fully responsible for the safety and behavior of all persons hosting, serving, and attending the event. Client shall indemnify, defend, and hold the Facility (and its owners, operators, agents and properties) from and against all claims, judgments, and liabilities, including attorney’s fees, arising from or relating to the events, including alcohol service or consumption or incidents affected by the same. The Facility is providing the licensed grounds and selected Extra Assets only and assumes no liability whatsoever related to the event itself.

20. **Client/Guest Conduct.** The Facility reserves the right to cancel the License granted hereunder or to refuse the use of the Facility if it is determined, in the Facilities discretion, that: (i) the intended use is not in keeping with the integrity of the property; (ii) the actual use differs from the original intended use as a wedding event; (iii) the Client, its guests, or its vendors have engaged in inappropriate, lude, obnoxious, physically or verbally abusive, profane or vulgar language or behavior; (iv) fighting or threatening others; or other conduct deemed inappropriate by the Facility. If the License is terminated pursuant to this provision prior to the event, the Client will be denied use of the Permitted Grounds for the event and no refund will be due. If the License is terminated pursuant to this provision during the event, Client, all guests, and all vendors will be required to vacate the Facility grounds upon demand.

21. **Arbitration of Disputes.** All claims, disputes, or other matters in question arising out of, or relating to this Agreement or the relationship of the Parties hereto, shall, at any Party’s option, be fully and finally decided by arbitration pursuant to S.C. Code Ann. § 15-48-10, *et. seq.* The Parties shall mutually select a single arbitrator. If a single arbitrator cannot be

agreed upon, an arbitration panel shall be selected pursuant to Section 15-48-30. Unless otherwise agreed, the arbitration shall be conducted in Charleston, South Carolina. This agreement to arbitrate shall be specifically enforceable by any Party to this Agreement. Any award rendered by the arbitrator(s) shall be final and enforceable by any Party to the arbitration, and judgment may be rendered upon it in any court having jurisdiction. The arbitrator shall award the prevailing party its reasonable attorney's fees and costs to the prevailing Party in any action arising under or relating to this Agreement, including any appeal from such action.

22. **Miscellaneous.** This Agreement shall be construed and enforced in accordance with South Carolina law. The terms and provisions of this Agreement are separate and severable, and if any part of this Agreement is found to be unenforceable, the remainder will continue to be valid and enforceable without reference to the stricken provision. Under no circumstances will any Party's election or failure to enforce any term, provision, or requirement arising hereunder be deemed a waiver of such Party's right to thereafter enforce such term, provision, or requirement. This Agreement is not assignable without the express written consent of the Facility. The Parties agree that this Agreement is not intended to create any rights or benefits in favor of any person, entity, or other third party, whether directly or indirectly, who is not a Party to this Agreement. This Agreement constitutes the entire agreement and understanding of the Parties, and it supersedes all prior understandings or agreements, written or oral, on the subjects described herein. There are no inducements, representations or other commitments between the Parties other than those contained in this Agreement. No amendment, modification or addition of any term or provision of this Agreement shall be effective unless it is in writing and signed by all Parties.

**BY THEIR SIGNATURES BELOW**, the Parties have accepted there the terms hereof, agreeing to be legally bound.

**CLIENT**

**FACILITY**

\_\_\_\_\_  
Signature

Bulow Land Company, LLC  
d/b/a/ Thomas Hall Events Venue

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

By: \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date