



**Rental Agreement & Contract**  
**January 2024**

Plant Stella is located at 11 Falls Park Drive, Downtown Greenville, South Carolina.  
All reservations are subject to the requirements of Plant Stella as set forth in this document. Please review this agreement prior to completing a Reservation Request Form.

## **Section I: Patron Requirements**

### **Agreement**

A Reservation Request Form must be completed and approved before a reservation will be considered accepted. **Authorization to use the space includes customary use of upstairs restroom & bar space.** Fold out tables and chairs are available for rental (\$10 per table, \$2 per chair, \$5 per black tablecloth). All other items must be provided by the Patron. By filling out and returning our Reservation Request Form, the Patron agrees to these policies. Patron is encouraged to inquire about available dates at Plant Stella by calling 864-893-2365 or by email to ariel@plantstella.com.

### **Reservation Request**

Our second floor is available to individuals, businesses and organizations as a rentable space. Requests to use the space may be made by submitting a Reservation Request Form. Requests shall be considered on a first come-first serve basis as of the date filed and verified as complete by Plant Stella. A reservation will not be considered confirmed until the Reservation Request Form and 50% deposit have been received by Plant Stella. The Patron will be responsible for use and care of the space.

### **Deposit**

A reservation request must be accompanied by a check for 50% deposit. **Once a reservation is booked, the deposit is non-refundable** unless Plant Stella becomes unable to accommodate the reservation.

### **Food & Beverages**

Plant Stella does not offer food or beverage service. Onsite food preparation cannot be accommodated; however, kitchen counter space is available for limited food assembly and/or presentation. Food and beverages are to be consumed within the rented space. Patrons may serve light refreshments and prepared foods or employ a caterer to provide delivery of commercially prepared food. **Under certain circumstances beer and wine may be served, however, the Patron is required to use a server with a current South Carolina Certified Server/Seller Card to satisfy state laws governing such service.** A cash bar is not permitted. Removal of caterer-related trash is the responsibility of the caterer.

### **Payment**

A 50% deposit guarantees the reservation, with final payment due 2 weeks before the event. We also require a separate security deposit check for \$250, which can be returned after the event pending event cleanup and incidentals.

## **Section II: Other Provisions**

### **Access**

As Plant Stella must have staff on-site during an event, and because other events may be scheduled for that day, requested start and end times on the Reservation Request Form must include the time needed for the Patron's pre-event setup and post-event cleanup. Doors will open to attendees only at such time as requested on the form. Cleanup and removal of all personal items must be completed by the end of the event. The event space is on the second floor, and the only access to this space is via the stairs.

### **Audio/Visual/Media**

The Patron may elect to bring audiovisual equipment; however, Plant Stella staff is not responsible for loading or setup of Patron's equipment. Plant Stella does provide access to Wi-Fi and has a sound system. It is recommended that the Patron check ahead of time for compatibility between their source device(s) and Plant Stella's equipment.

### **Billing**

Final payment is due two weeks before the event unless prior arrangements have been made and approved.

### **Cancellation or Change**

If Plant Stella cancels a reservation, return of all monies paid is the sole and exclusive remedy of the Patron and Patron waives all consequential and other damages. If Patron cancels or desires to change an existing reservation Plant Stella may work with Patron to find an acceptable and available alternative date. Only one date change will be allowed and such change will be subject to rates currently in effect.

### **Clean-Up**

Use of the rental space should conclude at the time specified on Patron's Reservation Request Form and be left in the same clean condition in which it was found. If food and/or beverages are brought into the facility, it will be the Patron's responsibility to ensure that food preparation surfaces and tables are cleaned. Removal of caterer-related trash is the responsibility of the caterer. All items brought in by Patron are the Patron's responsibility and must be removed at the end of the event. If the event space is left uncleaned after the event, the \$250 security deposit will not be refunded.

### **Damages/Security**

Patron agrees to be responsible for and will be billed for any damages done to the premises or any other Plant Stella property by the Patron, guests, employees or any other agents of the Patron. Plant Stella is not responsible for damages, theft, or loss of any merchandise, articles, or property left in the rental space or on the Plant Stella's property belonging to persons attending Patron's event. If any physical damage occurs, the Patron will be charged for repairs or replacement based on the damage.

### **Decorations**

The use of nails, pins, tacks, staples, glue, paint or tape on any surface is prohibited. Any loose thrown material such as confetti, rice, birdseed, etc. is prohibited. Decorations must be removed at the end of your event.

### **Failure to Comply**

Plant Stella has the authority to deny use of the space to any Patron that creates an atmosphere of conflict or disorder leading to disturbances of any kind, or that interferes with the health, safety or welfare of persons in the area. Violations will result in the immediate removal of Patron and his/her guests from the space. Patron will be responsible for any costs that arise by virtue of the space having to remove Patron and his/her guests. Any fees paid will not be refunded.

### **Indemnification**

This provision transfers risk and responsibility to the Patron except when the loss is entirely the fault of Plant Stella. The Patron assumes exclusive risk for use of the rented premises and to the fullest extent permitted by law, shall indemnify, defend (at Patron's sole expense) and hold harmless Plant Stella, their partners, joint ventures, representatives, members, volunteers, designees, officers, directors, employees, agents, successors, and assigns ("Indemnified Parties"), from and against any and all claims for bodily injury, death or damage to property, demands, damages, actions, causes of action, suits, losses, judgments, obligations and liabilities, costs and expenses (including but not limited to investigative and repair costs, attorneys' fees and costs, and consultants' fees and costs) ("Claims") which arise or are in any way connected with the rented premises, materials furnished, or services provided under this Agreement by Patron or its agents. These indemnity and defense obligations shall apply to any acts or omissions, negligent or willful misconduct of Patron, its employees or agents, whether active or passive. Said indemnity and defense obligations shall further apply, whether or not said claims arise out of the concurrent act, omission, or negligence of the Indemnified Parties, whether active or passive. Patron shall not be obligated to indemnify and defend Plant Stella for claims found to be due to the sole negligence or willful misconduct of Indemnified Parties. Patron's indemnification and defense obligations hereunder shall extend to Claims occurring after this Agreement is terminated as well as while it is in force, and shall continue until it is finally adjudicated that any and all actions against the Indemnified Parties for such matters which are indemnified hereunder are fully and finally barred by applicable Laws.

### **Liability**

Groups, organizations and individuals using the facilities do so at their own risk and are responsible for their actions. The Patron or his/her designee must be in attendance to conduct and/or monitor activities in the Plant Stella. The Patron agrees to be personally responsible, guarantee orderly behavior, and underwrite any damage to Plant Stella facilities or property. Patron also assumes responsibility for any damage arising out of the activities of guests. Acceptance of this policy constitutes agreement for such liability.

### **Maximum Occupancy**

In keeping with Fire Marshal regulations, Plant Stella restricts the maximum occupancy load to 60 people. Patrons are responsible for ensuring that the total number of people in attendance does not exceed this limit. This number is the total number of people using the space including guest speakers, instructors, and others. Plant Stella will enforce the maximum occupancy rules. With table and chair seating, the room will only accommodate at most 60 people.

### **Parking**

As there is very limited parking available at Plant Stella, we encourage ridesharing and carpooling.

### **Reservations**

A reservation for the space may be for one-time occasions or recurring occasions, such as regular on-going monthly meetings. A reservation is not confirmed until the completed Reservation Request Form and deposit are received and approved. A reservation may not be transferred to another entity.

### **Room Setup & Decorations**

Plant Stella's tables and chairs are available but must remain inside the building. All other items (linens, tableware, silverware, additional equipment including tables and chairs for tents or outside use) are to be provided by the Patron. Any decorations should be attached in a manner that will not damage or mark the walls, paint, ceiling, trim work, etc. (see Decorations section). All items brought in by Patron are the Patron's responsibility and must be removed at the end of the event. When reserving the space, we suggest including a 30 minute setup time and at least 30 minutes for cleanup.

### **Safety**

Patrons accept that all activities, programs or meetings conducted in the space are subject to the general requirements of Plant Stella as set forth in this Rental and Use Agreement and the Patron Safety Code which is part of the Agreement.

### **Smoking**

Smoking is not permitted in any indoor space.