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By OGC/CELA at 6:53 pm, Aug 15, 2023

From: [City.Clerk](#)
To: [CELA](#)
Subject: FW: MUR 8006 Federal Election Commission "FEC" Complaint Notification
Date: Tuesday, August 15, 2023 4:53:59 PM
Attachments: [image001.png](#)
[image006.png](#)
[image007.png](#)
[image010.png](#)
[image003.png](#)
[image011.png](#)
[image012.png](#)
[FEC Complaint - MUR 8006 - City of Hartsville Facility Rental.pdf](#)

Good afternoon, Mrs. Ross.

Thank you for speaking with me about this complaint. To ensure the City of Hartsville receives future communications, please update the file with my contact information for future use.

Please find attached the facility rental application, facility rental contract, payment receipt, and certificate of insurance for the event involving Russell Fry on February 24, 2022 at The Edition (a City of Hartsville facility). As you can see, the organizers of the event paid the normal hourly rate charged for rental of the facility for the event.

If you have any questions or need more information, please feel free to contact me.

Thank you for assistance.



Andrea DuBose Crenshaw, CMC

City Clerk



Andrea.Crenshaw@hartsvillesc.gov



Office: 843.383.3018 ext. 4001



Cell : 843.616.1836



100 East Carolina Avenue



PO Drawer 2497
Hartsville, SC 29551



www.Hartsvillesc.gov

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**RECEIVED**

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The Edition Rental Form

Application

Today's Date: 2/18/22 Applicant: Phillip Habib

Event Date(s): 2/24/22 Event Start Time: 5:30pm Event End Time: 7:30pm

*Rentals are available between the hours of 8 a.m. – 12 a.m. (midnight) daily. Set up and break down of the event must occur between the scheduled times of your event rental.

Please Mark for Rental: ☐ Entire Space ☐ Conference Room Only

Contact Information (This person should be reachable the day of the event)

Name: RJ May Email Address: ivorytuskconsulting@gmail.com

Address: ivorytuskconsulting@gmail.com

Phone: _____ Cell: _____

Event Description:

Political Meet and Greet with Representative Russell Fry and Representative Jay Lucas

Caterer Information (if applicable):

Name: Westwood BBQ Business License Number: _____

Email Address: _____ Phone Number: _____

Fees:

Space	Rate
Conference Room Hourly	\$50
Conference Room Daily (8 Hours)	\$300
Entire Space Hourly	\$100
Entire Space Daily (8 Hours)	\$600

A Security Deposit of \$50 will be assessed for Conference Room rentals and \$200 for Entire Space rentals.

Rental Fee: 400 Deposit: 200 Extra Fees: _____ Total Due: 400

-----FOR OFFICE USE ONLY-----

Payment \$ <u>400</u>	Payment \$	Deposit Paid \$ <u>✓ \$200 2/18</u>
Receipt # <u>card</u>	Receipt #	Deposit Returned \$
Date: <u>2/18/22</u>	Date:	Date: Initials:
Amount due \$ <u>0</u>	By:	Insurance Certificate Attached:



The Edition Rental Form

Rules and Regulations

The City of Hartsville and Staff of the Special Events Office welcome you and your party to The Edition facility. The following conditions and terms apply in the use of our facility. Feel free to reach out to us with any questions you may have about booking your next event in our facilities!

Location: The Edition is located at 221 North Fifth Street, Hartsville, SC 29550

General Functions: Birthday/Anniversary parties, weddings, receptions, rehearsals, group meetings, non-fee training sessions, etc.

Capacity: The City of Hartsville fire Code Capacity limit is 183 people in the entire facility.

Main Area Includes: 12 60" Round Tables, 100 Chiavari Chairs, 4 6' Rectangular Tables, 10 24" Round Adjustable-Height Tables, and Prep Kitchen

Conference Room Includes: 2 8' Executive Tables and 16 Conference Room Chairs

Deposit: The total rental fee includes the building rental and security deposit. A \$200.00 security deposit will be required to secure the date of the entire space and a \$50 security deposit will be required to secure the date of the conference room. This security deposit is refundable if the facility is left clean and hours on the contract are strictly followed. This is a prerequisite for making a reservation. The balance is due, in full, at least two full weeks prior to the scheduled event.

Damage Deposit Required: The City of Hartsville will inspect the facility and equipment before and after each event. Failure to comply with rules or regulations may result in forfeiture of all or a portion of the security deposit. Contact the Host at least one (1) hour prior to inspection time. The applicant is responsible for any damage occurring to The Edition facility, grounds, or equipment. The security deposit may be used to satisfy such damages. Additional charges will be assessed when needed to satisfy repair costs exceeding the deposit amount. The security deposit will be refunded by the City of Hartsville if the facility is left in satisfactory condition after the facility has been inspected. Deposits will be mailed to the applicant within 15 working days.

Cancellations: Failure to notify the Special Events Coordinator of the cancellation in writing by 45-days before your event, will result in the loss of the rental deposit. The \$200.00 security deposit will not be refunded.

Alcohol: May be served in The Edition with the purchase of a Tenant User Liquor Liability Insurance Policy. Alcohol cannot be sold at The Edition. Removal of cans and bottles is the Applicant's responsibility.

Set-Up: Serving and dining tables will be arranged as per request of the Applicant as required for the event and appropriate to The Edition facility. The Applicant is required to complete a set-up diagram with The Special Events Coordinator NO LATER than 2 weeks prior to the scheduled event. Failure to do so will result in The Edition being set-up by according to a generic floor plan. Any major realignment of the interior furniture must be approved by the Special Events Coordinator.

Upholstered furniture, carpets, tables, lamps, pictures may not be disturbed after the plans are set. There is a \$50.00 fee if this regulation is not respected. This fee will be deducted from the security deposit.

Cleanup: Cleanup process must be completed and ready for inspection by 12:00 a.m. midnight. NO EXCEPTIONS.

Food, garbage, and recyclables must be placed in the appropriate containers. The kitchen area and appliances must also be cleaned when used.



The Edition Rental Form

Floors must be cleaned (brooms and dust mops are provided). Floors do not have to be wet-mopped unless food, beverages, etc. are spilled or mud is present. Get approval of The Special Events Coordinator before doing any wet-mopping.

Bathrooms are to be cleaned and left in a presentable manner and trash thrown away.

The Applicant is responsible for policing and removing any litter within The Edition, including outside areas of The Edition following the Applicant's event. Birdseed is the only substance allowed and may only be thrown outside of the building.

If it is necessary for the City of Hartsville to provide staff to take care of any cleanup that is the responsibility of the Applicant, a charge of the hourly wage of the employee(s) required will be assessed. This fee will be charged to the Applicant or retained from the security deposit.

Catering: Any caterer providing services for a function at The Edition must possess a current City of Hartsville business license to provide catering services. A copy of the business license must be provided to The Edition Coordinator 2 weeks prior to the rental date. Rental of The Edition may include the service kitchen as well as use of the appliances including the ice machine, however, the City of Hartsville does NOT supply or provide plates, utensils, linens, tablecloths, or other preparation materials. The Applicant is responsible for preparation and cleanup of the service kitchen.

Miscellaneous: Events held on City property will not discriminate on the basis of race, religion, color, national origin, sex, disability, sexual orientation, or age.

ABSOLUTELY NO TACKS, STAPLES, NAILS, COMMAND HOOKS, OR TAPE ARE ALLOWED to hang anything on the walls and ceilings.

Dancing is permitted with the exception of clogging and tap dancing which are NOT permitted.

Ceiling-mounted LCD Projector, wall-mounted screen, and sound equipment available. (Laptop is not furnished).

The City reserves the right to limit the sound amplification equipment.

Tobacco use of any kind is prohibited inside and outside The Edition, including the balcony and porch areas. (City of Hartsville policy #GA-13).

There may be a Host on duty to assist during the opening and closing of The Edition. The Host is not there to serve, move furniture, or to clean up after the event, etc.

As the Applicant, you assume full responsibility for the entire facility, caterers, band, etc., and the responsibilities that apply to each.

Unforeseen Circumstances: Applicant fully understands and agrees that The Edition shall not be responsible or held liable in the event of illness, hospitalization, auto accident, transportation breakdown/disruption, traffic difficulties, acts of God such as hurricanes or inclement weather or other unforeseen incapacitation or other cause of non-arrival on the day of the wedding. In any event, The Edition, his/her agents and assigns shall NOT be held liable for any malfunction of mechanical equipment preventing use during the event.

Applicant's Liability & Applicant's Indemnification of City: The City of Hartsville accepts no responsibility for injuries on the Edition facilities or premises unless directly caused by negligence by the City. Applicant assumes all risks, known and unknown, for any and all losses or damages to Applicant, its agents, employees and



The Edition Rental Form

subcontractors, as well as to anyone else, which arise from Applicant's use of the Edition and/or its equipment, facilities and grounds, before, during and after applicant's said event, including liabilities arising from the actions of Applicant, its employees, agents, volunteers, assistants, caterers, band members, etc. Applicant further agrees to fully indemnify and hold harmless the City of Hartsville, its officers, employees, and insurers from and against all liability, claims, including costs and attorney fees incurred by the City, demands, which are incurred, made, or brought by any person or entity, on account of damage, loss, or injury, including without limitation claims arising from property loss or 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 the facilities, whether any such liability, claims, and demands result from the act, omission, negligence, or other fault on the part of the City of Hartsville, its officers, or its employees, or from any other cause whatsoever and regardless of whether the City is sought to be held liable, jointly or severally, and regardless of whether the City is found to be legally liable, jointly or severally, for any such claims.

In addition, in consideration for being permitted to use the facilities, Applicant, on behalf of itself, and its officers, employees, City of Hartsville, and invitees, hereby expressly exempts and releases City of Hartsville, its officers, employees, insurers, and self-insurance pool, 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, personal injury, sickness, disease, or death, that Applicant 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 City of Hartsville, its officers, or its employees, or from any other cause whatsoever.

The applicant is required to provide a certificate of general/property liability insurance through their personal carrier, or through the Tenant User Liability Insurance Program, for one million (\$1,000,000) dollars. The City of Hartsville must be named as additional insured on applicable liability coverages. Applicant must purchase a policy with the Tenant User Liability Insurance Program when serving alcohol 803-354-4752 or (hartsvillesc.gov/tulip)

Applicant's Liability for Casualty Losses and Damages to The Edition: Applicant agrees that in the event of any damage, loss, or injury to the facilities or to any property or equipment therein, before, during, or after the said event, the City of Hartsville may deduct from the security deposit the full amount of such damage, loss, or injury. Applicant further agrees that, if such damage, loss, or injury exceeds the amount of the security deposit, applicant will within thirty (30) days of billing reimburse the City of Hartsville for all costs associated therewith upon billing by the City of Hartsville.

It is acknowledged by the Applicant that The City of Hartsville does not warrant and does not make any representation as to the condition of the facilities. The Applicant acknowledges that it has inspected the facilities and accepts the facilities "as is" for its intended purpose.

Applicant Not City's Employee or Agent: It is fully understood and agreed by the Applicant that all pertinent times, and for the duration of this contract, the Applicant is, and shall always be considered to be, an independent party or entity from the City, and the Applicant shall not be, not be considered to be, in an employer- employee relationship with the City or in any form of agency relationship with the City.

I have read, understood and agree to abide by the terms of this contract. I understand that I am fully responsible for assuring that all attendees at the event will follow the Rules and Regulations. I agree to adhere to all conditions of this contract.

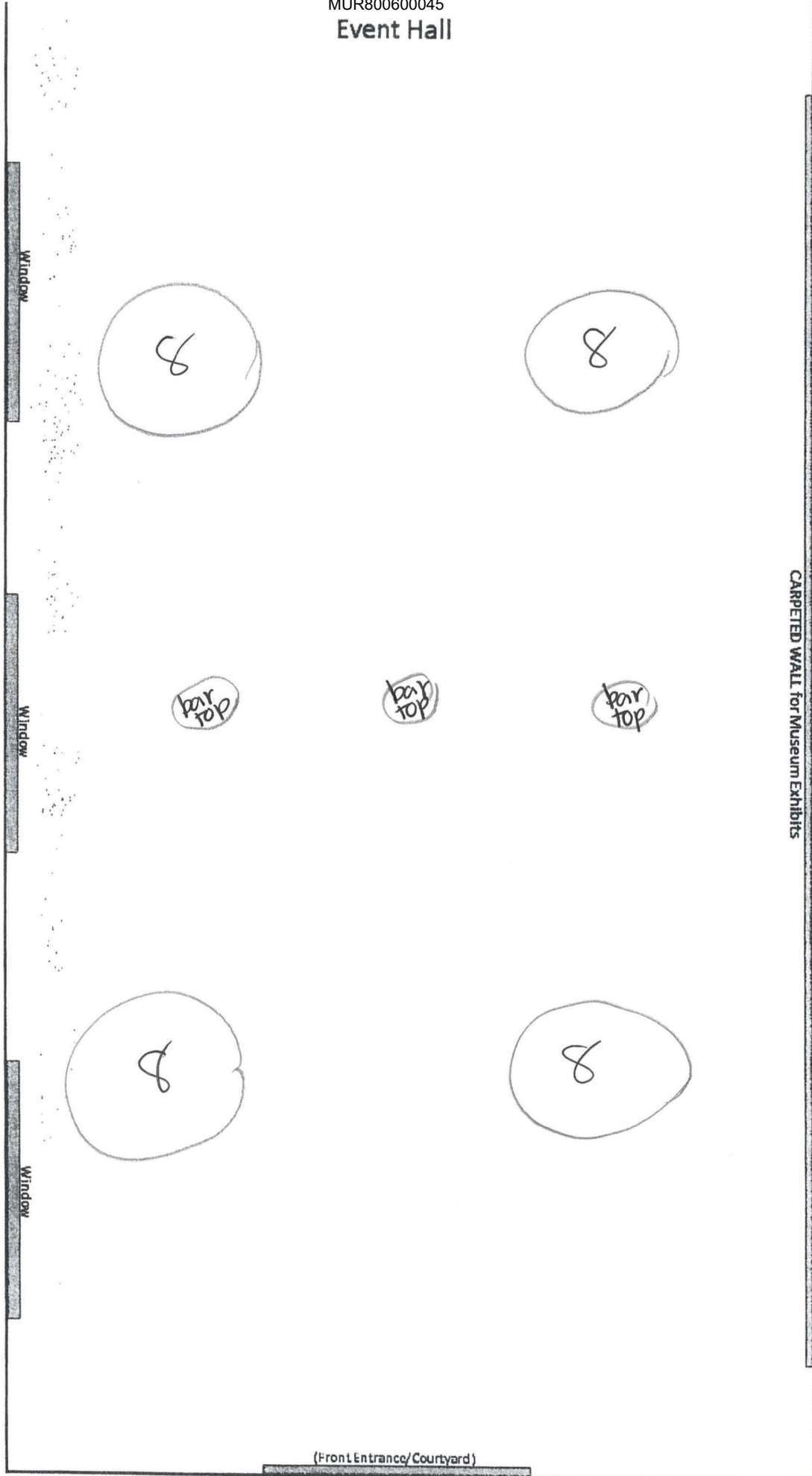
Applicant Signature

Date

Special Events Coordinator Signature

Date

no chairs in
conf. room



Merchant: City of Hartsville

100 East Carolina Avenue / P.O. Drawer 2497
Hartsville, SC 29550
US

(843) 383-3017

Order Information

Description: The Edition Rental 2/24/22

Order Number:

P.O. Number:

Customer ID:

Invoice Number:

Billing Information

Robert J. May III

Shipping Information

Shipping: 0.00

Tax: 0.00

Total: USD 400.00

Payment Information

Date/Time: 18-Feb-2022 15:18:46 EST

Transaction ID:

Transaction Type: Authorization w/ Auto Capture

Transaction Status: Captured/Pending Settlement

Authorization Code:

Payment Method:

CASH COLLECTIONS RECEIPTS BY ACCOUNT NUMBER

Dates: 02/01/2022 to 02/28/2022

Receipt Numbers: All

Deposit Numbers: All

City Of Hartsville

FY 2023-2024

All Users

Date	Rec No	Customer	Amount Owed (\$)	User ID	Mod
09-101-522-000 MUSEUM - THE EDITION 8001					
02/18/2022	727956	ROBERT J MAY III EDITIO THE EDITION EDITION RENTAL 2/24/22	400.00 09-390-522-000	KATIE	MS Posted
Subtotal for 02/18/2022			\$400.00		
Subtotal for Cash Account: 09-101-522-000					
Subtotal Net Cash Receipts:			0	\$0.00	
Subtotal Check Receipts:			0	\$0.00	
Subtotal Credit Receipts:			1	\$400.00	
Subtotal EFT Receipts:			0	\$0.00	
Subtotal All Receipts:			1*	\$400.00	
GRAND TOTAL NET CASH RECEIPTS:			0	\$0.00	
GRAND TOTAL CHECK RECEIPTS:			0	\$0.00	
GRAND TOTAL CREDIT RECEIPTS:			1	\$400.00	
GRAND TOTAL EFT RECEIPTS:			0	\$0.00	
GRAND TOTAL RECEIPTS:			1	\$400.00	
GRAND TOTAL DEPOSIT AMOUNT:				\$0.00	