

Military Department Regulation
37-10

State Operations - General

**ARMORY
OPERATIONS FUNDS
AND RENTAL
PROGRAMS**

South Carolina Military Department
Columbia, SC
01 November 2019

SUMMARY OF CHANGE

MDR 37-10
Armory Operation Funds and Rental Programs

This major revision, dated 01 November - -

- Was significantly revised and reformatted.
- Included requirement to conduct a change of hand receipt for State Property as part of the change of Armory Managers process.
- Changed the routing for submission of Rental Applications, required reports, and other requirements
- Modified the Records retention period to align with the State Retention Schedule (para 1-14).
- All Forms were updated and moved to the State Operations website at <https://sctag.org/forms> under the “Armory Rentals” section.
- Revised and reformatted the National Guard Armory Rental Application Form, National Guard Armory Rental Contract Form, and Addendum to National Guard Armory Rental Contract Form and moved the forms to the State Operations website at <https://sctag.org/forms> under the “Armory Rentals” section.
- Revised and reformatted the Annual Accounting Report to comply with State reporting formats and suspense date changed to 30 July.
- Deleted the following Appendices:
 - Appendix A - Acceptance of Armory Manager Appointment Memorandum
 - Appendix O - International Building Code (extract) - Locks and latches. Egress Doors. Exceptions.
 - Appendix P - State Maintenance Fund Debit Cards (email 30 Nov 12)
 - Appendix R - Emergency Use of Armories (TAG-CS Memorandum 12 Dec 05)
 - Appendix S - Preparation for Deployment Checklist: Armory Operations Fund, Checking Accounts and Armory Rental Programs
 - Appendix T- Policy changes to AGR 37-5 (Armory Operations & Armory Rental Program) (JFHQ-SC-AG Memorandum 1 May 09)
 - Appendix U -Policy on Use of Facilities for Political Functions (emails: 5 Jun 15 and 23 Feb 10)
 - Appendix X - Permit Application for Sporting Events (SC Department of Labor, Licensing and Regulation (LLR) extract)
 - Appendix Y - Office of The Adjutant General of South Carolina, State Operations Points of Contact List
- Remaining Appendices were renumbered

- Appendix F (Sample Armory Rental SOP) was revised, and updated.
- Makes administrative changes (throughout).

State Operations - General

Armory Operation Funds and Rental Programs



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Major General, SCARNG
The Adjutant General

History. This Regulation was created to reflect proper Armory Operation Funds and Rental Program procedures for the State of South Carolina, Office of the Adjutant General. SC Code of Laws 25-1-50 and annual budget Provisos authorize the Adjutant General the authority to promulgate regulations governing Armory Operations Funds and Rental Programs.

Summary. This publication replaces NGSC Regulation 37-10 dated 1 October 2015 and all previous editions of that regulation, has been substantially revised, and must be reviewed completely. This publication prescribes policy to address handling and use of state funds and governs the rental of facilities owned or leased by the Office of the Adjutant General.

Applicability. This regulation applies to all properties owned or leased by the Agency, and to Armory Managers, Administrative Officers, and other departments and sections of the South Carolina Military Department.

Proponent and Exception Authority. The Proponent of this regulation is the Adjutant General of South Carolina. The proponent has the authority to approve exceptions or waivers to this regulation that are consistent with law and regulations.

Supplementation. Supplementation of this regulation is prohibited without prior written approval of the Adjutant General of South Carolina or his designee.

Suggested Improvements. Users are invited to send comments and suggested improvements directly to The South Carolina Military Department, ATTN: Chief of Staff for State Operations (NGSC-SO), Mail Stop #3, 1 National Guard Road, Columbia, South Carolina 29201-4752.

Distribution. This publication is available in electronic media at <https://sctag.org/regulations>, and can be downloaded and printed. This publication is intended for all offices and organizations within the SC Military Department.

Contents (Listed by paragraph and page number)

Chapter 1

Armory Operations, page 1

General. 1-1, page 1

Appointment of Responsible Parties. 1-2, page 1

Revenue. 1-3, page 3
Budget. 1-4, page 3
Armory Operations Fund. 1-5, page 3
Facility Repairs and Maintenance. 1-6, page 5
Armory Keys. 1-7, page 6
Property Accountability. 1-8, page 6
Audit of Funds. 1-9, page 6
Annual Reports. 1-10, page 6
Emergency Use of Armory(s). 1-11, page 7
Agreements for Long-Term Use of Armories. 1-12, page 7
Distribution/Accounting for Official Adjutant General Pre-Numbered Receipts. 1-13, page 8
Records and Records Retention. 1-14, page 8

Chapter 2

Armory Rental Program, page 9

Armory Rental Administration. 2-1, page 9
Armory Rental Standard Operating Procedure. 2-2, page 9
Armory Rentals. 2-3, page 9
Rental Restrictions. 2-4, page 11
Rental Cancellations. 2-5, page 12
Rental Clean-up. 2-6, page 12
Rental Calendar/Schedule. 2-7, page 12
Employment of Personnel. 2-8, page 13
Security During Rentals. 2-9, page 13
South Carolina Taxes and Business Licenses. 2-10, page 15
Alcoholic Beverages. 2-11, page 15
Rentals for Sporting Events. 2-12, page 16
Safety. 2-13, page 16
Signage and Advertising. 2-14, page 16
Use of Facilities for Voting. 2-15, page 17
Use of Facilities for Political Functions. 2-16, page 18
Use of Facility for Community Support (No-Cost or No-Fee Rental). 2-17, page 18

Appendixes

- A.** Armory Manager Appointment Memorandum
- B.** Transfer of Armory Operations Fund Memorandum
- C.** Making a Deposit to the State Treasurer's Account
- D.** Request Reimbursement for Expenses Paid from the Armory Operations Fund
- E.** Annual Assurance Statement
- F.** Sample Armory Rental SOP

Forms – see <https://sctag.org/forms> (“Armory Rentals” tab)

CHAPTER 1 ARMORY OPERATIONS

1-1. GENERAL

a. The Adjutant General is authorized to use State funds as provided for in the State Code of Laws and the Annual Appropriations Act.

b. The Senior Commander or Department Director at each facility will appoint an Armory Manager who will be responsible for the proper accountability of all Readiness Center funds, revenues and expenses, including funds collected for rentals, to support facility maintenance and operations.

1-2. APPOINTMENT OF RESPONSIBLE PARTIES

a. Appointment of Readiness Center/Armory Managers

(1) Each Major Subordinate Command (MSC) or Battalion Administrative Officer (AO) will select and appoint by use of an Appointment Memorandum (see Appendix A – Armory Manager Appointment Memorandum), an Armory Manager for each State supported Readiness Center or Armory of the units/armories under their responsibility.

(2) The Armory Manager must be a member of the Full-Time Unit Support Staff (AGR or Technician). The appointment is an additional duty.

(3) Upon the change of any Armory Manager, the MSC AO will provide a copy of the appointment Memorandums to the State Operations Armory Accounts Coordinator.

(4) If a Rental Custodian other than the Armory Manager is appointed, the AO will submit a Memorandum for Record to the State Operations Armory Accounts Coordinator indicating the name of the Rental Custodian and their contact information.

(5) NLT 15 Jun of each year, the MSC AO will provide a consolidated listing of Armory Managers (and Rental Custodians as applicable) and at least one alternate for each of the units/armories under their responsibility to the State Operations Armory Accounts Coordinator.

b. Changes to Readiness Center/Armory Managers

(1) Changes to Readiness Center/Armory Managers requires the transfer of responsibility for both the facilities State property and the Armory Operations Fund.

(2) MSC AOs will coordinate with the State Operations Armory Accounts Coordinator and the State Property Book Officer prior to the effective date of any Armory Manager changes.

(3) The AO will:

- Ensure the in-coming Armory Manager receives the required training prior to the transfer of authority
- Prior to the change of Armory Managers, conduct an audit of the Armory Operations funds and Rental Program Files, and verify accountability of facility's State Property inventory

- Prepare an Armory Manager Appointment Memorandum (see Appendix A – Armory Manager Appointment Memorandum)
- NLT 15 days after the change, provide a copy of the audit and the Appointment Memorandum to State Operations Armory Accounts Coordinator
- Ensure the in-coming Armory Manager receives the required training prior to the transfer of authority

(4) Prior to any changes (permanent, interim or temporary), the out-going Armory Manager will:

- Submit all outstanding invoices through the MSC AO to the State Operations Armory Accounts Coordinator
- Deposit all monies received into the State Treasurer's Account and submit all paperwork through the MSC AO to the State Operations Armory Accounts Coordinator
- Account for and secure all State Property, Armory Operations funds and Rental Program files

(5) The out-going and incoming Armory Managers will:

- Coordinate with the State Property Book Officer to conduct a change of hand receipt holder for the facility's State Property.
- Coordinate through the MSC AO with the State Operations Armory Accounts Coordinator to change signature authority on the Armory Operations Fund
- Turn in/transfer the checking account Debit Card from the outgoing Armory Manager
- If necessary, apply for a checking account Debit Card for the incoming fund Manager
- Document the change in custody utilizing the Transfer of Unit Operations Fund Memorandum (see Appendix B – Transfer of Armory Operations Fund Memorandum)

c. Unit Deployments

(1) Should the Armory Manager deploy, the AO will appoint a full-time staff member of the unit who is not deploying as the Armory Manager (Interim or Temporary).

(2) Should the Armory be closed as the result of the deployment, the MSC AO will appoint a full-time person to be responsible for the funds and records. The MSC AO will coordinate with the State Property Book Officer to conduct a change of hand receipt holder, and with the State Operations Armory Accounts Coordinator to update the mailing address and contact information to ensure bank statements and other correspondence is delivered to the correct location.

(3) Prior to the Armory Manager deploying, the MSC AO will verify that all actions as defined in paragraph 1-2.b. (Changes to Readiness Center/Armory Managers) are complete.

1-3. REVENUE

a. Regardless of the source, Units and Armory Managers will treat all revenues received as State funds which may only be expended in accordance with the Annual Appropriations Act. Armory Managers will deposit these revenues in the South Carolina State Treasurer's account through a bank (see Appendix C - Making a Deposit to the State Treasurer's Account). Typically, these revenues derive from the following sources:

- Armory rentals
- City and county appropriations
- Court martial and non-judicial punishment (NJP) fines
- Vending machine proceeds

b. Armory Managers will use only official Adjutant General Receipts and State Treasurer bank deposit slips issued by the State Operations Budget & Finance Section to receipt for and deposit funds.

c. Armory Managers will forward copies of all receipts and deposits documentation to the State Operations Armory Accounts Coordinator NLT Friday of the week after a rental.

(1) If the deposit is not made by Friday of the following week, the Armory Manager must submit a Memorandum through the MSC AO to the State Operations Armory Accounts Coordinator explaining why the deposit was not made within the required timeframe.

(2) Repeated delinquencies will result in referral to the Armory Manager's chain of command.

1-4. BUDGET

The State Operations Chief Financial Officer (CFO) will establish an annual operating budget prior to 1 July of each State Fiscal Year.

1-5. ARMORY OPERATIONS FUND

a. Checking Account

(1) State Operations Budget & Finance Section has established an Armory Operations Fund checking account for each Readiness Center or Armory.

(2) The Armory Operations Fund checking account will normally carry a balance of \$500.00 (\$475.00 checking plus \$25.00 *required minimum savings balance*).

(1) Unit Readiness Center/Armory Managers will coordinate with the State Operations Armory Accounts Coordinator to establish signature authority for the Armory Operations Fund checking account and to coordinate for a Debit Card for use at the Readiness Center/Armory.

b. Debit Card

(1) State Operations Budget & Finance will provide a debit card to each Armory Manager linked to their respective Armory Operations Fund checking account.

(2) Armory Managers will use extreme caution in the use, handling, and storage of the Armory debit card and will secure the debit cards when not in use.

(3) Armory Managers will write "SCNG" in permanent marker on the front of the card so it will be identifiable as a State purchase instrument, and easily distinguishable from a personal debit card.

c. Invoices and Receipts

(1) The Armory Manager will maintain copies of all invoices and receipts in the Armory file to substantiate each deposit to or payment from the Armory Checking Account, and will forward copies of all documentation to the State Operations Armory Accounts Coordinator.

(2) The Armory Manager will write the check number on the invoice or receipt. If paid by debit card, the Armory Manager will ensure the invoice or receipt is identified as a debit card transaction and will record the date of the payment/debit on the receipt.

d. Account Reconciliation

(1) The Armory Manager is responsible for the authorized use of the checking account and accompanying debit card, and must perform a monthly reconciliation of the account using a Monthly Bank Statement and Reconciliation Form (see *Monthly Bank Statement and Reconciliation Form* at <https://sctag.org/forms>).

(2) The Armory Manager will submit a signed copy of the reconciliation, along with a copy of the applicable monthly bank statement, through the AO to the State Operations Armory Accounts Coordinator NLT the 15th of each month following the ending date on the account statement.

e. Authorized Expenses (this list is not all inclusive)

- Fuel and Oil for facility maintenance equipment (for example, lawnmowers, weed eaters, shop vacuums, chain saws, etc.). Prior approval is not required.
- Repairs as pre-approved by the Building & Grounds Supervisor:
 - Repairs to facility equipment
 - Emergency facility repairs
 - Improvements to buildings and grounds
 - Minor repairs, maintenance and "Self-Help"
- Local purchases of for janitorial and cleaning supplies only if pre-approved by the Building and Grounds Supervisor (Note - The State Warehouse is the sole source for janitorial and cleaning supplies)

f. Unauthorized Expenses (this list is not all inclusive)

- Travel expenses
- Fuel for vehicles
- Rental of janitorial and cleaning supplies type items (e.g., floor mats, mops, etc.)

- Supplies for personal use by full time personnel (e.g., coffee equipment, supplies, etc.)
- Vehicle maintenance (e.g., washing, servicing, tire repairs and mechanical repairs to vehicles, etc.)
- Fees for membership in the State and United States National Guard Associations
- Personal use items (e.g., planners, pagers, cellular telephones, etc.)
- Supplies to support Federal training missions and briefings
- Postage, copier paper and supplies, fax paper and supplies, and office supplies not directly associated with administration of the Armory Operations Fund or Rental Program
- Office furniture and fixtures
- Computers, and computer related components and supplies
- Re-keying of locks due to malfunction or fair wear and tear (Note - The Building and Grounds Supervisor may authorize re-keying utilizing the Unit Debit Card)
- Re-keying of armories due to lost keys

1-6. FACILITY REPAIRS AND MAINTENANCE

a. The Building & Grounds Supervisor must pre-approve purchases associated with facility repairs, emergency facility repairs, or facility maintenance.

(1) The Buildings & Grounds Supervisor must notify the Armory Accounts Coordinator of all approval(s).

(2) The Armory Manager must notify the Facilities Management Buildings and Grounds Supervisor within one (1) business day of ordering/paying for any repair or maintenance.

(3) The requesting Armory Manager will forward the invoices and/or receipts with documentation of the approval (include the Buildings & Grounds Supervisor's name, date, time, item, and amount if known) to the Armory Accounts Coordinator for reimbursement to the respective Armory Operations Fund (see Appendix D - Request Reimbursement for Expenses Paid from Armory Operations Fund).

(4) The Buildings & Grounds Supervisor will include a comment citing approval and information in the request for reimbursement, attach the request to the invoice(s), and forward the packet to the Armory Accounts Coordinator for reimbursement processing.

b. In the event of extensive damage, the Armory Manager will submit an emergency work order to Facilities Management who is responsible for requesting and purchasing of necessary supplies or services using State procedures.

c. Armory Managers will forward requests for items not authorized for purchase from Armory Operations Funds or by the Buildings & Grounds Supervisor via the Work Order System. These items are primarily building or grounds maintenance requests, or facility items.

d. Armory Managers will maintain a file with all receipts for repairs, maintenance and self-help purchases from either Armory or other funds along with a corresponding Work Order that was pre-approved by the Buildings & Grounds Supervisor (see paragraph 1-14 for records retention requirements).

1-7. ARMORY KEYS

a. Units will maintain key control in accordance with AR 190-51 (Security of Unclassified Army Property (Sensitive and Nonsensitive)).

b. The Commander, AO, and the Armory Manager will ensure an investigation is conducted for any loss of armory keys, and that the proper safeguards are in-place.

c. Cost for re-keying of armories due to lost keys. The individual who signed for the key(s) from the Armory Manager is responsible for the cost of re-keying the locks compromised due to the loss.

1-8. PROPERTY ACCOUNTABILITY

a. State Property. See AGR 37-6 for requirements to account for State-owned property.

b. Non-State Property. The Armory Manager will ensure all unit organization or personal property is clearly marked by label or a tag affixed to the item(s) stating owner's name.

1-9. AUDIT OF FUNDS

a. Armory Operation Funds and Rental Program Files are subject to audit/review by the State Auditor's Office, State or Federal Inspector General, USPFO, State Operations Budget & Finance, and unit higher headquarters.

b. MSC and/or Subordinate AOs will conduct, as a minimum, an annual audit of each of their respective Armory Operations Accounts to ensure compliance with this Regulation.

(1) The AO will utilize the *Armory Rental Program Audit Guide for Administrative Officers* (see <https://sctag.org/forms>) to conduct the annual audit.

(2) The AO will forward a copy of the completed annual audit, along with a completed Annual Assurance Statement (see Appendix E - Annual Assurance Statement) to the State Operations Armory Accounts Coordinator, and maintain a copy in the unit Armory Operations Fund and Rental Program file.

1-10. ANNUAL REPORTS

a. The Armory Manager will prepare an Annual Accounting Report (see *Annual Accounting Report Form* at <https://sctag.org/forms>) NLT 30 July each year detailing the accounting of all checks issued and debit card transactions for the previous 12 month period (1 July – 30 June)

b. The Armory Manager will also prepare the Annual Assurance Statement (see Appendix E - Annual Assurance Statement) NLT 15 July each year addressing the previous 12 month period (1 July – 30 June).

c. The Armory Manager will forward the Annual Accounting Report and the Annual Assurance Statement to the AO. The AO will verify the information, sign the reports, and forward the reports and all supporting documentation to the State Operations Armory Accounts Coordinator NLT 1 August each year.

d. State Operations Budget & Finance can provide the Supervising AO an accounting report listing revenues and expenses if requested.

1-11. EMERGENCY USE OF ARMORIES

a. Unless directed by the Adjutant General or the Deputy Adjutant General, an Armory may not be used or rented when the facility(s) is in use for emergency or military operations.

b. The Adjutant General or the Deputy Adjutant General is the approval authority for any emergency use of National Guard facilities not involving the immediate response to threats to life or safety.

c. When contacted by a local government or community members for emergency use of armories, AOs should contact the State Operations CFO and the Army National Guard Chief of Staff.

d. Approval for such emergency use must be coordinated with the Army National Guard Chief of Staff and the State Operations Chief of Staff to ensure no conflict with military preparations and/or emergency operations.

1-12. AGREEMENTS FOR LONG-TERM USE OF ARMORIES

a. While the Office of the Adjutant General has a long history of support to local governments and the community, the Agency and the National Guard cannot compromise their missions.

b. The Adjutant General or the Deputy Adjutant General is the approval authority for long-term agreements or understandings regarding use of Agency facilities.

c. The Adjutant General has only delegated authority to Armory Managers for allowing use of the Armories through the Rental Program. Each Armory Manager and AO is responsible for reviewing any permission, agreements or understandings for the use of the armory outside the rental program.

d. When contacted by a local government or community members for use of armories outside of the standard rental program, AOs should contact the State Operations CFO and the Army National Guard Chief of Staff.

1-13. DISTRIBUTION/ACCOUNTING FOR OFFICIAL ADJUTANT GENERAL PRE-NUMBERED RECEIPTS

- White (Original) - To individual from whom the money is received (e.g., Renter, Soldier for NJP, etc.)
- Yellow Copy - File in the armory rental file with contract/deposit/receipt information, copy to State Operations Accounts Receivable Accountant

- Pink Copy - Retain permanently in the receipt book. When a receipt book is completed (all receipts used), retain in file.

1-14. RECORDS AND RECORDS RETENTION

a. Armory Managers will prepare file folders for each State Fiscal Year for their Armory Operations Fund and Rental Program file(s). State Operations Budget & Finance Section will annually publish Unit file folder indexes (each State Fiscal Year).

b. Armory Managers will maintain (as a minimum) copies of the following in their files:

- Armory Rental SOP
- Armory Manager Appointment Memorandums
- Transfer of Armory Operations Fund Memorandums
- Annual Accounting Reports
- Annual Assurance Statements
- Bank Statements and Reconciliation Forms
- Records of audits and inspections
- Armory Applications (with approval/disapproval documents)
- Armory Rental Contracts and Addendums with copies of any required beer, wine, alcohol permits and/or other required permits or licenses
- Armory Rental Calendar/Schedule
- Clean-Up Checklists
- Yellow copies of Adjutant General Receipts
- Receipts and/or deposits
- Receipts for repairs, maintenance and self-help purchases from either Armory or other funds along with the corresponding Work Order

c. If received, the Armory Manager will retain a copy of any monthly Fund Audit Report reflecting the unit's expense and revenue activity.

d. Record Retention

(1) Units will retain the records for at least three (3) State Fiscal Years from the date of the record.

(2) In accordance with the State Records Retention Schedule, Units may destroy records after the 3-year retention period. Units will record and retain a copy of the record of destruction.

CHAPTER 2 ARMORY RENTAL PROGRAM

2-1. ARMORY RENTAL ADMINISTRATION

a. Armory Managers will administer the Armory Rental Program in accordance with the policy and procedures contained in this Regulation and any subsequently issued policy memorandums or command guidance.

b. The Armory Manager is the only unit member authorized to sign Armory Rental Contract and accept payments for armory rentals.

2-2. ARMORY RENTAL STANDARD OPERATING PROCEDURE

The Armory Manager will develop and publish a SOP outlining specific instructions for armory rentals (see Appendix F - Sample Armory Rental SOP), and will maintain a current copy of the Armory Rental SOP in the Armory Fund File and with the State Operations Armory Accounts Coordinator.

2-3. ARMORY RENTALS

a. Rental Applications

(1) Rental Application Approval Authority

(a) The Adjutant General or the Deputy Adjutant General is the approval authority for all rental applications where alcohol is allowed.

(b) The State Operations CFO is the approval authority for all rental applications where alcohol is not involved/allowed.

(c) The Adjutant General or the Deputy Adjutant General must delegate authority in writing if and when the CFO may approve rental applications where alcohol is involved.

(2) Potential Renters will initiate all Armory rentals by use of an Armory Rental Application (see *National Guard Armory Rental Application* at <https://sctag.org/forms>) prepared jointly by the potential Renter and the Armory Manager.

(a) The potential Renter must complete and turn in an Armory Rental Application no later than two (2) week prior to the date of the rental. The potential Renter must submit a Rental Application in time for processing if the Renter expects to obtain required permits and/licenses.

(b) The potential Renter must provide security information, three (3) references, and sign the application.

(c) The Armory Manager will assign each Rental Application a sequential number beginning in July of each year to coincide with the beginning of each State Fiscal Year (1 July 20xx thru 30 June 20xx). The rental application number will consist of the letter "AP", followed by the last two (2) digits of the State Fiscal Year, the five (5) digit department code assigned to each armory account by State Budget & Finance, and the next available application number (for example: AP16-11010-10).

(3) Armory Managers will only accept cashier's checks or money orders for deposits or payment for armory rentals. Armory Managers are not authorized to accept personal checks for deposits or payments.

(4) The Armory Manager will forward all applications via email to the State Operations Armory Accounts Coordinator NLT 10 days prior to any rental.

(a) The Armory Accounts Coordinator will forward the application to the State Operations CFO, DAG or TAG for additional approvals.

(b) All rental applications require approval before completing any rental contract.

(5) The State Operations Armory Accounts Coordinator will return incomplete rental applications to the Armory Manger.

(6) Approval or Disapproval

(a) The State Operations Armory Accounts Coordinator will furnish a notice of approval or disapproval to the Armory Manager within one (1) week (5 business days) of the submission.

(b) The Armory Manager will retain a copy of the approval or disapproval in the rental file.

(c) If the Rental Application is approved, the Armory Manager will attach a copy of the approval and the Rental Application to the rental contract, and retain those along with other document(s) pertaining to the rental.

(d) For rentals involving alcohol and that require a permit, the Armory Manager will include a copy of the beer, wine, or alcohol permit in the rental file.

b. Rental Contracts

(1) The Armory Manger will document all Armory rentals through the execution of a written contract and addendum(s), signed by the Armory Manager and the renting organization, agency or individual(s) as the Renter. The Armory Manager will document all rental contracts using the National Guard Rental Contract (see *National Guard Armory Rental Contract* at <https://sctag.org/forms>) and Addendums (see *Addendum to National Guard Armory Rental Contract* at <https://sctag.org/forms>).

(2) The Armory Manager will assign each contract a sequential number beginning in July of each year to coincide with the beginning of each State Fiscal Year (1 July 20xx thru 30 June 20xx). The contract number will consist of the last two (2) digits of the State Fiscal Year, five (5) digit department code (assigned by State Budget & Finance to each armory account), and the next available contract number (example 16-11010-01). Both parties (Armory Manager and Renter) must sign the contract and any addendum(s).

(3) The Armory Manager will retain a register of all rental contract numbers assigned in the unit armory operations file as prescribed by this Regulation. The Armory Manager will include the Receipt Number and the Contract Number on all documents, and will enter the

Contract Number in the space provided on all pages of the Rental Contract and Contract Addendum(s).

(4) If rental is a No-Cost or No-Fee rental, prior to the rental the Armory Manager will forward a copy of the Rental Contract, with copy of the approval, to the State Operations Armory Accounts Coordinator.

(5) The Armory Manager will forward a copy of all Rental Contracts to the State Operations Armory Accounts Coordinator no later than the Friday of the week following the rental. The Armory Manager will include a copy of all documents that apply (e.g., rental application and email approval, contract, addendum, alcohol and/or LLR permit, cashier's check or money order, receipt(s), validated deposit slip, etc.).

2-4. RENTAL RESTRICTIONS

a. The Agency will not rent Armories to persons, organizations or agencies when one or more of the following conditions exist:

- When the rental will in any way interfere with the official use of the Armory
- The persons, organizations or agencies are militant in nature or have a reputation of being militant
- The persons, organizations or agencies have a reputation or known record that is un-American or opposing the United States in any way
- The persons, organizations or agencies discriminate based on race, color, religion, sex (including sexual harassment and pregnancy), national origin, age (40 and above), disability, etc.
- The character of the organization is questionable
- When rental to the organization may, in any way, bring discredit to the Agency and/or the National Guard (e.g., under-age parties; twerk dancing, "sweet sixteen parties" where admission is charged, etc.)
- When the Potential Renter fails in any way to agree in full with the terms of the contract
- When past rental experiences with the Renter in any way dictate that another rental would not be advisable
- When full payment of the rental fee is questionable
- When, in the opinion of the Armory Manager, the activities of the Renter or persons participating in or attending the event might result in public discord or disorder, or damage to the facility or property.

b. The Armory Manager will document the reasons for denying an Armory Rental and will file the documentation with the Rental Request.

2-5. RENTAL CANCELLATIONS

a. Any actions or behavior during course of the rental which may bring any discredit to the Office of The Adjutant General of South Carolina and/or to the South Carolina National Guard are considered grounds for terminating the event.

b. During heightened levels of threat or disaster response, the Armory Manager may cancel rentals.

c. The Armory Manager will forward a copy of all cancelled contracts to the State Operations Armory Accounts Coordinator.

d. Under no circumstances should the Armory Manager issue a refund for the amount of a deposit unless there are sufficient funds available in the unit checking account to cover the refund.

e. When a refund of a rental deposit is made from a Unit Operations Fund, the Armory Manager will forward a reimbursement request for the amount paid, along with a memorandum signed by the Renter and a copy of the contract marked "Cancelled" to the State Operations Armory Accounts Coordinator (see Appendix D - Request Reimbursement for Expenses Paid from Armory Operations Fund).

2-6. RENTAL CLEANUP

a. The Armory Manager or Sitter is responsible for ensuring Armory rental cleanups are completed.

b. Renters will complete all Armory cleanups prior to the end of the rental period. The Armory Manager may grant a waiver when unusual circumstances prevents cleanup.

c. A cleanup is not complete until the Renter has restored the Armory to the same state of order as existed prior to the rental.

d. Prior to the rental, the Armory Manager and Renter will specifically cover the conditions of cleanup and identify those conditions in the rental contract and/or, if necessary, in an Addendum to the rental contract.

e. The Armory Manager or Sitter will document the acceptance of the Renter's cleaning through use of the Armory Rental Clean-Up Checklist (see *Armory Rental Clean-Up Checklist* at <https://sctag.org/forms>) and retain a copy in the Rental file.

2-7. RENTAL CALENDAR/SCHEDULE

a. The Armory Manager will develop and maintain a calendar/schedule of Armory Rentals.

b. The calendar will show the dates for all rentals and cancelled events, with notations showing the corresponding Rental Contract number.

c. The Armory Manager will retain a copy of this calendar as part of the Armory Rental file.

2-8. EMPLOYMENT OF PERSONNEL

a. Sitters (Armory Manager's Representative) are personnel hired in support of the rental program, and are responsible for safeguarding the armory, and its contents during the period of rental. Sitters are paid as special contract employees through the State Operations Human Resources Officer (State HRO). The State Operations Chief Financial Officer (CFO) will establish the rate of pay.

b. Sitters will be a current or former members of the National Guard or SC State Guard. Individuals otherwise employed by the State of South Carolina cannot perform this duty. For any question regarding potential sitters "otherwise employed by the State of South Carolina", contact the State HRO.

c. Armory Managers are responsible for contacting the State HRO for an employment package prior to accepting services from Sitters. Failure to do so may result in untimely processing of Sitter Pay.

d. Armory Managers will use the Armory Sitter Personnel/Payroll Action Request Form (see *Armory Sitter Personnel/Payroll Action Request Form* at <https://sctag.org/forms>) to document and request all employment actions, and to document and request pay for Sitters. The Armory Manager will email the PAR, with supporting documentation, to SHRO@tag.scmd.state.sc.us.

2-9. SECURITY DURING RENTALS

a. The Armory Manager is responsible for security of the armory and its facilities and properties. The Armory Manager will not compromise the security of the property and equipment for the purpose of encouraging a rental. In each instance where the armory is under rental contract, the Armory Manager or the Sitter will be present at the armory during the entire period of the rental.

b. The Renter is responsible for the cost of any required security.

c. During normal armory personnel duty hours (unless there is alcohol authorized), the Armory Manager, at their discretion, may require uniformed certified law enforcement officer(s).

d. Rentals that involve alcohol and/or that occur during non-duty hours require the presence of at least one (1) uniformed Security Officer/Guard per the 1st fifty (50) attendees, plus one (1) for each additional fifty (50) attendees or any portion thereof.

(1) The Security Guard/Officer(s) must be present during the rental period plus one (1) hour after.

(2) No less than one (1) Security Guard/Officer(s) must be currently Level 1 SLED Certified and be able to detain/arrest/disperse crowds if needed.

(3) All Security Guard/Officer(s) will follow Armory rules and regulations as provided by the Armory Manager or Sitter.

e. When facilities are rented for school functions or functions wherein most participants are persons less than 18 years of age, the Renter will provide a minimum of two (2) chaperones or

school officials for the first fifty (50) expected attendees and one (1) additional chaperon for each addition fifty (50) attendees or any portion thereof.

(1) No later than the time of setup, the Renter must provide to the Armory Manager or Sitter a list showing full names of the chaperons. The Armory Manager will retain this list as a part of the Rental file.

(2) This requirement applies to all rentals.

f. Based on size, nature of rental, and/or previous experience with the Renter, the Armory Manager has the discretion to increase the required number of Security Guard/Officer(s) and/or Chaperones.

(1) The Renter must provide the expected number of attendees prior to signing of the rental agreement.

(2) The contract must include the number of Security Guard/Officer(s) required and scheduled to work the rental.

(3) The Armory Manager should seek approval from the State Operations CFO if he/she has concerns.

g. The Sitter and Security Guard/Officer(s) will make their presence known by being in the specific area of the rental and will not sit in an office or areas secluded from the actual crowd. The Sitter and Security Officers will make random checks of the entire armory and grounds to ensure property is protected.

h. At any time a security or law enforcement problem is evident, the Armory Manager or Sitter must notify the Renter and Law Enforcement for appropriate action. Under no circumstances should the Armory Manager or Sitter attempt to act as a Law Enforcement Officer.

i. The Armory Manager will immediately report all accidents and unusual incidents to the State Joint Operations Center (JOC) (telephone number 803-299-4045/4404), and email a written report to the State Operations CFO on the next business day following an incident or accident.

j. As a matter of courtesy and added security, Armory Managers will notify the local law enforcement agency having jurisdiction over the armory of all rental activity, prepare a Memorandum for Record (MFR) of the notification, and retain the MFR with the rental record.

k. Rental Security Requirements/Measures

(1) Security Guard/Officer(s) for the event will enforce reasonable security requirements/measures (e.g., single access into or out of the building, random checks of the building interior and exterior for unattended bags, packages or suspicious items, etc.

(2) The Renter may bring equipment and objects required for use during the event, but the Armory Managers, Sitters or Security Guard/Officer(s) must inspect these items prior to them entering the building.

(3) Security Guard/Officer(s) should inspect purses, backpacks, coolers, or other similar containers, and may or may not allow them into the building.

(4) Any SADOP personnel present during the rental will check with the SADOP Supervisor for guidance regarding authorized SADOP activities.

(5) The Armory Manager or Sitter will secure all interior room doors not required for the event.

(6) The Armory Manager or Sitter will designate and mark a parking area that is at least 25 meters from the building or a reasonable distance based on local constraints..

(7) Armory Managers will request exceptions through the State Operations Armory Accounts Coordinator for coordination with the Agency's Force Protection Manager. The request must include the specific exception required, justification for the waiver, and what measures will be used to meet the intent of the reasonable security requirements/measures.

2-10. SOUTH CAROLINA TAXES AND BUSINESS LICENSES

a. The Renter is responsible for complying with all laws which may apply to this rental, including laws pertaining to admission taxes, sales taxes, use taxes, hospitality taxes, etc., and is responsible for obtaining business licenses or permits, if and when required by law.

b. The Renter is responsible for providing and posting a copy of the permit or license in the Armory prior to the start of the event. Failure to provide a copy of and post the permit and/or license prior to the event is grounds for cancellation of the rental.

c. The Renter should address all questions to the SC Department of Revenue.

2-11. ALCOHOLIC BEVERAGES

a. Rentals where alcoholic beverages are served require the prior approval by the Adjutant General or the Deputy Adjutant General.

b. Potential Renters are required to obtain a beer, wine permit and/or liquor license when:

- Admission is to be charged for a function and include beer, wine, and/or liquor in the price of admission
- There is a charge for admission at the door, pre-sold tickets to members or to the public, and alcohol is to be allowed
- There is no admission charge, but beer, wine, and/or liquor is to be sold

c. If a beer and wine or liquor license is required, the organization must be a 501(c) organization in "Good Standing". The potential Renter must include a copy of the IRS 501(c) Determination Letter at the time they submit the application. Failure to include the information will stop the approval process until the missing documentation is submitted.

d. The Renter is responsible for providing and posting copy of the required permits and/or licenses prior to the scheduled event. The Rental will be cancelled if the Renter fails to provide a copy of and post the permits and/or licenses prior to the event.

2-12. RENTALS FOR SPORTING EVENTS

- a. The Renter is responsible for obtaining such permits or sanctions as required for certain sporting events as defined by the SC Department of Labor, Licensing and Regulations (LLR).
- b. The Renter is responsible for providing and posting a copy of the permit in the Armory prior to the start of the event. Failure to provide a copy of the permit and/or license prior to the event is grounds for cancellation of the rental.
- c. The Renter should address all questions reference permits or sanctions as required for sporting events to LLR.

2-13. SAFETY

a. Capacity

(1) The Armory Manager is responsible for coordinating with the local Fire Marshall to obtain a capacity rating(s) for their facility and the individual areas in the facility. Prior approval from the FMO and the State Operations CFO is required if there is a charge for the assessment.

(2) The Armory Manager will post the maximum capacity/number on the area/room. The Armory Manager will state the facility capacities in the rental contract.

(3) Armory Managers and Sitters will enforce the authorized facility capacity during rentals.

b. Fire Escapes and Exit Doors

(1) Under no circumstances will the Armory Manager or Sitter allow any door or exit designated, marked or intended for use as a fire escape or emergency exit route to be locked or blocked so as to prevent it from opening as designed in case of emergency. This includes exits into areas normally off-limits during rental activities such as motor pools.

(2) For buildings that do not have panic bars, the Armory Manager or Sitter will ensure all exit doors remain unlocked during periods of set-up and rental.

(3) The cost of any additional Security Guard/Officer(s) to verify and/or deter access through that must remain un-locked is the responsibility of the Renter and will not be borne by the Armory or accomplished by the Sitter.

c. Safety and accident prevention are the responsibility of every individual who uses the armory. The Armory Manager is responsible for initiating actions to correct recognized safety violations.

2-14. SIGNAGE AND ADVERTISING

a. The Armory Manager and the State Operations CFO must approve all advertisements prior to posting by the Renter, including social media advertisements such as Face Book, YouTube, etc.

(1) The Armory Manager will forward a copy of all proposed advertisement media to be sent to State Operations CFO with the Armory Rental Application.

(2) Failure by the Renter to present proposed advertisement(s) and receive pre-approval renter is sufficient grounds for cancellation of an approved rental application and/or contract.

(3) Advertisements or communications about the event deemed inappropriate are considered as sufficient cause for non-consideration of a rental application or cancellation of an approved rental application and/or contract. Examples of inappropriate advertising or communications include:

- Pornographic
- Uses nudity or is sexually or physically graphic
- Promotes unlawful acts or substances
- Is sexual, racial, age, or morally degrading or discriminating
- Uses profane language, actions or demonstrations in music, speech, or writing
- Advertisements which in the judgement of the Armory Manager or State Operations CFO may bring any discredit to the Office of The Adjutant General of South Carolina and/or to the South Carolina National Guard.

b. Individuals or groups renting armory property are allowed to place signs advertising the event.

(1) Signs must be conservative in nature and not detract from the armory appearance.

(2) Renters may place signs to advertise events not more than three (3) days prior to the event, and must remove all signs within one (1) day after the conclusion of the event.

(3) Renters are responsible for ensuring any advertising meets local, city, municipal, and/or county regulatory requirements.

c. The rental or lease of property for the purposes of advertising not associated with rental of the armory as a facility is strictly prohibited.

2-15. USE OF FACILITIES FOR VOTING

a. Local or State Election Commissions are authorized to rent the facilities for election/voting purposes.

b. As specified by State Budget Proviso, the maximum fee an Armory may charge for the use of its premises for election purposes is the cost of providing custodial services, utilities and maintenance.

c. Armory Managers will prepare Rental Applications and Armory Rental Contracts using the same process as all other rental applications and contracts, and will forward a copy to the State Operations Armory Accounts Coordinator a minimum of two (2) weeks prior to the date of the election.

2-16. USE OF FACILITIES FOR POLITICAL FUNCTIONS

a. Armory Managers are authorized to rent the facilities to any political official or party provided the facility is rented at the current rate established in the respective armory Rental SOP.

(1) The Armory Manager will contact the Office of the Adjutant General of South Carolina Public Affairs Officer prior processing a Rental Applications.

(2) The Public Affairs Officer must provide written feedback to the State Operations CFO and the Armory Accounts Coordinator regarding all rentals to political functions before they will complete the Rental Application process.

(3) The Agency will not show favoritism to any party or candidate.

(4) The Armory Manager will not allow the use of the facility in any manner that could be construed as supporting any political candidate or party.

b. Once approved for rental, Armory Managers will prepare Rental Applications and Armory Rental Contracts using the same process as all other rental applications and contracts, and will forward a copy to the State Operations Armory Accounts Coordinator a minimum of ten (10) days prior to the event.

2-17. USE OF FACILITIES FOR COMMUNITY SUPPORT (NO-COST OR NO-FEE RENTAL)

a. No-Cost Rental. The Agency may authorize the use a Readiness Center/Armory at no cost for organizations that provide support to the State of South Carolina or to the National Guard (e.g., local law enforcement, other State Agencies, National Guard Retiree groups, JROTC, State Military Corporations, Boy Scouts of America, American Legion, etc.) or who meet the requirements as proscribed in the Code of Federal Regulations (CFR), Title 32, Appendix A to Part 212 (Non-Federal Entities Having Statutory Authorization for Particular Support) provided that:

- Use of the facility coincides with the normal duty day and business hours
- Use of the facility is limited and will not result in an appreciable increase in operating costs
- There are no additional costs or expenses to the Agency to provide the rental (e.g., Sitters, Security, cleanup, etc.)

b. No-Fee Rental

(1) The Agency may waive the facility use fee for these same type organizations.

(2) The Renter is responsible for all other the cost(s) incurred as the result of the use of the facility (e.g., Sitters, Security Guards/Officer(s), cleanup, etc.).

c. Armory Managers will prepare Rental Applications and Armory Rental Contracts using the same process as all other rental applications and contracts, annotate as "No Cost" or "No Fee", and forward a copy to the State Operations Armory Accounts Coordinator a minimum of ten (10) days prior to the event.

d. No-Cost and No-Fee users are required to comply with all Adjutant General, local, county, and State applicable policies, rules, regulations, ordinances and laws.

APPENDIX A
Armory Manager Appointment Memorandum

DATE

MEMORANDUM FOR RECORD

SUBJECT: Appointment of Unit Armory Manager

1. The following individual is appointed as the Armory Manager for the _____ Armory/Readiness Center effective XX Month XXXX.

<u>NAME</u>	<u>RANK</u>	<u>DUTY POSITION</u>
John P. Doe	SSG	Armory Manager

2. Authority: MDR 37-10 (Armory Operations Funds and Rental Programs)

3. Period: Until officially relieved or released from appointment.

4. Purpose: To manage armory operations, armory operations funds, and the armory rental program.

NAME
Rank, Branch
Administrative Officer

DISTRIBUTION:

MSC/Battalion Administrative Officer
State Operations Armory Account Coordinator
State Operations Property Book Officer
Armory Manager

Appendix B
Transfer of Armory Operations Fund Memorandum

DATE

MEMORANDUM FOR: Office of the Adjutant General, State Operations, Armory Account Coordinator, ATTN: NGSC-SO-BF (STOP 14), 1 National Guard Road, Columbia, SC 29201-4752

SUBJECT: Transfer of Armory Operations Fund

1 Effective the date of this memorandum, I, _____ transfer duties and responsibilities related to the Armory Operations Fund account for the _____ Armory to _____.

2 Status of account at the time of transfer:

- Last issued check is number _____
- Last Debit Card Transaction was _____ on _____
- Last listed receipt used is number _____
- Next unused receipt is number _____
- Current balance of the fund is \$ _____
- Last deposit to the State Treasurer's account is dated _____

3 I have coordinated with the State Operations Armory Accounts Manager to change custody of the operations fund checking account, to turn-in the out-going Armory Manager's Debit Card, and to make application for a Debit Card for the in-coming Armory Manager. Turn-in of the Debit Card does not apply if the card is in the armory and not an individual's name.

Signature of Out-Going Armory Manager
Manager

Signature of In-Coming Armory
Manager

Print Name

Print Name

CF:
MSC/BN Administrative Officer
Armory
Unit

APPENDIX C

Making a Deposit to the State Treasurer's Account

Deposit all funds into the State Treasurer's Account

Accept only Cashier's Checks or Money Orders

1. Complete an Adjutant General receipt in triplicate (**white, yellow, and pink**).
2. Distribute: **White** - To the individual paying the monies
Yellow - To file and copy to State Operations Accounts Receivable Accountant
Pink - Keep permanently in the receipt book
3. Endorse the cashier's check or money order with "For Deposit Only" to State Treasurer's Bank Account Number, E-240 and the Armory Department Number.
4. Complete a deposit slip for the State Treasurer's Account.
5. Put receipt number(s) and contract number on all deposit slips, pages of the contract, and all other documents.
6. Deposit funds at local bank. Ensure the bank validates the deposit slip (stamped) and/or provides a bank receipt.
7. File the original bank validated deposit slip and/or bank receipt with the approved Rental Application and Rental Contract.
8. Scan and email a copy of the receipt, validated deposit slip, approved Rental Application (with copy of email approval), Rental Contract, and, as applicable, Contract Addendum, alcohol permit, and/or LLR license, to the State Operations Accounts Receivable Accountant no later than Friday of the week after the rental (sooner if possible).
9. Use the following addresses if unable to email:

Office of the Adjutant General
ATTN: State Operations Accounts Receivable Accountant
NGSC-SO-BF (STOP 14)
1 National Guard Road
Columbia, SC 29201-4752

APPENDIX D

Request Reimbursement for Expenses Paid from the Armory Operations Fund

1. **When check is written**, annotate "Paid", date paid and check number on original invoice(s). Make sure to write on the "for" line (bottom left) of the check how the supplies will be used.
2. **When Debit Card** is used, annotate "Paid"; there will not be a check number on the invoice. Ensure a receipt showing the purchase was a debit card transaction is attached to the invoice. Be sure to indicate how supplies will be used.
3. Receipts for gasoline, oil or diesel fuel used for facility maintenance (e.g., lawnmowers, weed eaters, shop vacuums, chainsaws, etc.) must contain the date of purchase, number of gallons purchased, price per gallon, and the total amount of the purchase.
4. Prepare a Memorandum to State Operations, Budget & Finance, requesting reimbursement of expenses paid from the Armory Operations Fund including date of purchase, what supplies were purchased, how the supplies are being used or what equipment, etc., is being repaired, and include the name of the person who authorized the purchase.
5. Complete the Armory Deposit and Expenditure Form.
6. Scan and email the Memorandum Request for reimbursement, Armory Deposit and Expenditure Form, and copies of receipts to the State Operations Armory Accounts Coordinator. Keep the original of all reimbursement requests and invoices in the reimbursement section of the Armory Operations file.

Deposits to the Armory Operations Fund Checking Account

7. Only reimbursement funds issued from TAG are deposited in the armory operations checking accounts.
8. Armory accounts are set up for electronic fund transfer; therefore reimbursements are direct deposited into the respective account when released by the South Carolina State Treasurer's Office.
9. Reimbursement to an Armory Operations Fund Account is normally within 7-10 days from the Armory Manager's submission of a request for reimbursement to the State Operations Armory Accounts Coordinator.

APPENDIX E
Annual Assurance Statement

Date

MEMORANDUM FOR: Office of the Adjutant General, State Operations, Armory
Account Coordinator, ATTN: NGSC-SO-BF (STOP 14), 1 National Guard Road,
Columbia, SC 29201-4752

SUBJECT: Annual Assurance Statement - _____ Armory/Readiness Center
(Unit Number _____)

Part I: Armory Manager

In the performance of my duties and responsibilities as Armory Manager, I certify that I issued a pre-numbered official Adjutant General receipt for all funds received or collected, and deposited the same into the account for the State Treasurer of South Carolina bank account during the period of 1 July _____ through 15 June _____ in accordance with the procedures prescribed by Adjutant General of South Carolina Regulations, policies, procedures, and guidance.

NAME
Rank, Branch
Armory Manager

PART II: Administrative Officer

In the performance of my duties and responsibilities as the Supervising Administrative Officer, I hereby certify that I reviewed the files maintained at the above unit, and this statement serves as assurance to The Adjutant General for South Carolina that the following is true:

- (1) All deposit slips match the pre-numbered official receipts.
- (2) Deposits match the monthly fund account statements.
- (3) All checks and bank/debit card transactions issued or voided during the period of review are supported with true Invoices.

SUBJECT: Annual Assurance Statement - _____ Armory/Readiness Center
(Unit Number _____)

(4) I am reasonably confident all income received by the Armory Manager was placed on deposit with the State Treasurer and properly recorded.

NAME
Rank, Branch
Administrative Officer

CF:
MSC/Battalion Administrative Officer

APPENDIX F
Sample Armory Rental SOP

_____ **National Guard Armory Rental SOP**

_____ (Date)

1. Purpose

This Standing Operating Procedure (SOP) prescribes the uniform policies governing the management of rentals and funds collected the manager of the _____ South Carolina National Guard Armory. This SOP directs the use of Military Department Regulation 37-10, and related State Operations forms and instructions which will not be deviated from at any time.

2. The Armory Manager is the only authorized unit member to enter into armory rentals.

- a. Direct all phone calls concerning rentals to the Armory Manager.
- b. In no instance will any other unit member discuss rentals with callers or visitors inquiring about rental of the armory.

3. Rental Contracts

a. Potential Renters will initiate all armory rentals by submitting a Rental Application. Upon approval of the Application, the Armory Manager and the renting organization, agency, or individual (the Renter) will complete and sign a written contract.

- The two parties will enter into all agreements between the two parties in the contract.
- The Renter signing the contract must be at least 21 years of age or older.
- The party signing the contract as Renter assumes all responsibility of Renter in accordance with MDR 37-10, this SOP, and the rental contract.
- The Armory Manager will provide a copy of the signed Armory Rental Contract to the Renter.

b. A prospective Renter(s) must provide to the Armory Manager a copy of a valid Driver's License or other picture identification such as a State ID to be considered eligible to make application to rent the Armory. Document(s) must verify SC citizenship or, in case of corporations/businesses, verify business in a US location.

c. The Renter and the Armory Manager must prepare and sign an Armory Rental Contract no later than ten (10) work days after initial contact meeting (providing receipt of approval by TAG/DAG/State Operations CFO).

- The Armory Manager will not assign a Contract Number until the Renter signs the contract and provides the Armory Manager a minimum deposit of \$100.00.

- The Armory Manager will only accept a Cashier's Check or Money Order.
- The balance is due in full no later than on the day prior to the rental.

d. In the event agreements/arrangements between the Armory Manager and Renter are different than prescribed on the basic armory rental contract form, the Armory Manager will outline the changes by using an Addendum to the contract. Both the Armory Manager and the Renter must sign the Addendum. The Armory Manager will attach the addendum to the contract, and it will become a legal and binding part of the contract.

e. All rentals must end no later than the applicable locality ordinance (municipality, town, city or county), unless a later time to close is coordinated in writing with the governing jurisdictional authority (police, Sheriff, etc.) prior to the event. Depending upon armory location, ordinances vary (state-wide) and the most restrictive ordinance(s) governing your armory location probably will be required per the Armory Manager's check with local law enforcement.

4. Cancellations and Refunds

a. In the event a Renter desires to cancel a contract, the Armory Manager will refund the amount deposited to the Renter provided the Renter cancels earlier than the "No Later Than" date indicated on the signed rental contract and prior to the rental date, and returns to the Armory Manager the white copy of the Adjutant General Official Receipt issued at time of deposit and/or rental balance was paid, or both as applicable.

b. In the event of a cancellation, under no circumstances should the Armory Manager write a check to the Renter for the amount of a deposit unless there are funds available in the unit checking account to cover the amount of the refund.

(1) When a refund of a rental deposit is made from a Unit Operations Fund, the Armory Manager will forward the following to the State Operations Armory Account Coordinator in order to replenish the unit operations fund:

- A reimbursement request (for the amount paid)
- A Memorandum for Record receipt signed by the Renter stating that he/she received a refund and the amount of the refund
- A copy of the contract marked "Cancelled"

5. Rental Calendar/Schedule

a. The Armory Manager will develop and maintain a calendar/schedule of Armory Rentals.

b. The calendar will show the dates for all rentals with notations showing the corresponding Rental Contract number.

c. The Armory Manager will retain a copy of this calendar as part of the Armory Rental file.

6. Rental Rates

a. Base fees

(1) \$_____ (non-Alcohol and ends by midnight).

(2) \$_____ (with Alcohol and ends by midnight).

(3) \$_____ per day/hour for additional time to setup for event when unit personnel are not working in the armory on the day of setup, or if setup is scheduled on a duty day but after normal armory Full-time personnel work hours. (No charge for set-up on a normal work day; during normal duty hours.)

(4) If the Renter desires to setup on the day of the event and needs more than a normal 2-hour setup period immediately prior to start of the event; the fee for additional setup time is \$_____ per hour. *(Suggest a minimum of at least \$30.00 each additional hour if a Sitter is required.)*

(5) Current Unit Member Discounts

(a) A reduced amount of 50% of the Normal Rental amount ((1) or (2) above) if authorized to perform own sitter and clean-up services (the renter is required to pay/provide a sitter or clean-up service fee).

(b) A reduced amount 25% of the Normal Rental Amount ((1) or (2) above) if not authorized to perform own sitter services, but will accomplish clean-up. Armory Manager or Sitter will be available during this type rental and the Renter will pay a Sitter Fee.

(6) Additional Fee for use of Kitchen: \$_____ (Renter is required to clean-up the kitchen).

(7) If rental is authorized to extend beyond _____; additional fee for each hour is \$_____.

(8) \$_____/per day/hour for use of classroom(s) during duty day/duty hours.

(9) \$_____/per day/hour for use of classroom(s) during non-duty day/hours.

b. Rental rate includes use of available tables, chairs, heating, and air conditioning (Unless coordinated in the rental agreement, clean-up is the Renter's responsibility).

- Prior to the beginning of a rental if either the heat or air conditioning is not working properly, the Renter may cancel the rental and is entitled to a full refund of rental monies paid to the armory.

- If heat or air conditioning goes out for any reason during the rental and the Renter continues to use the armory, the Armory Manager will not be held liable nor will a refund be due to the Renter.

c. No Cost Rentals.

(1) The Office of the Adjutant General may provide use of a facility at no cost to an organization sanctioned and/or approved by Agency to use the facility for no cost (See Military Department Regulation 37-10, para. 2-17) provided that:

- Use of the facility coincides with the normal duty day and business hours
- Use of the facility is limited and will not result in an appreciable increase in operating costs
- There are no additional costs or expenses to the Agency to provide the rental (e.g., Sitters, Security, cleanup, etc.)

(2) The Armory Manager and the Renter must complete and sign an application and contract, numbered sequentially, annotated as "No Cost", and the Armory Manager will submit a copy to the State Operations Armory Accounts Coordinator.

d. No Fee Rentals

(1) The Office of the Adjutant General will not normally charge a facility use rental fee to an organization sanctioned and/or approved by Agency to use the facility for no fee (See Military Department Regulation 37-10, para. 2-17)

(2) The Renter is responsible for all other the cost(s) incurred as the result of the use of the facility (e.g., Sitters, Security Guards/Officer(s), cleanup, etc.).

(3) The Armory Manager and the Renter must complete and sign an application and contract, numbered sequentially, annotated as "No Fee", and the Armory Manager will submit a copy to the State Operations Armory Accounts Coordinator.

(4) In some instances, the Armory Manager may need to contact the Facilities Management Office Energy Manager to determine cost of using the armory vs using a No-Fee Rental Contract.

7. Sitter Rates

a. The Armory Manager will complete and submit an Armory Sitter Personnel-Payroll Action Request Form for each sitter. The Armory Sitter Personnel-Payroll Action Request Form can be found at <https://sctag.org/forms>.

b. The rate of pay for Sitters is \$15.00 per hour. (Rate established by State Operations Chief Financial Officer).

c. The Agency will not pay Sitters more than 50% of the total amount of the rental for sitting and/or clean-up.

d. The Armory Manager will submit the Armory Sitter Personnel-Payroll Action Request Form to the State Operations Human Resource Office at the time revenue documents are submitted but not later than ten (10) work days after the rental date.

e. The Agency will pay Sitters once all rental monies deposits are verified.

8. Deposit of Funds

The Armory Manager will weekly place all funds received for rental deposits, contracts, court martial, et cetera on deposit to the South Carolina State Treasurer (See MDR 37-10, Appendix D - Making a Deposit to the State Treasurer's Account) and maintain a copy of those deposits in the Armory Operations Fund File.

9. Setup/Clean-Up

a. The Renter is responsible for set-up of tables and chairs and any re-arrangement during the rental, and for cleaning and storing of tables and chairs to the original location or other designated area after the rental is complete.

b. The Renter and Armory Manager or Sitter, will jointly inventory all tables and chairs prior to set-up and immediately after restoring equipment. The Renter and Armory Manager or Sitter will record the number of tables and chairs on an inventory sheet, initialed by both the Renter and Armory Manager or Sitter. The Armory Manager or sitter will give a copy to the Renter and attach the original to the original rental contract.

c. The Renter will be responsible for the replacement of any missing or damaged chairs, tables, or other items identified by the Armory Manager or the personal representative (Sitter) at the closing inventory.

d. The Renter is responsible for removing all trash, garbage, other residue, decorations, displays and equipment used by the Renter.

e. The Armory Manager or Sitter will use the check list (Appendix J, MDR 37-10) to close a rental within 24 hours.

f. The Armory Manager or Sitter will be responsible for any cost that he/she fails to identify to the Renter at closing inventory.

g. The Armory Manager will maintain a current list of prices, and the number of tables and chairs available. The Armory Manager will post this list in the area where tables and chairs are stored and file a copy with the unit rental SOP.

10. Rentals

a. Armories may not be rented to persons, organizations, clubs, or agencies when one or more of the following exist:

- When the rental will in any way interfere with the official use of the Armory

- The persons, organizations or agencies are militant in nature or have a reputation of being militant
- The persons, organizations or agencies have a reputation or known record that is un-American or opposing the United States in any way
- The persons, organizations or agencies discriminate based on race, color, religion, sex (including sexual harassment and pregnancy), national origin, age (40 and above), disability, etc.
- The character of the organization is questionable
- When rental to the organization may, in any way, bring discredit to the Agency and/or the National Guard (e.g., under-age parties; twerk dancing, "sweet sixteen parties" where admission is charged, etc.)
- When the Potential Renter fails in any way to agree in full with the terms of the contract
- When past rental experiences with the Renter in any way dictate that another rental would not be advisable
- When full payment of the rental fee is questionable
- When, in the opinion of the Armory Manager, the activities of the Renter or persons participating in or attending the event might result in public discord or disorder, or damage to the facility or property.

b. If advertising to promote the event is found that is pornographic, uses nudity, or is sexually or physically graphic, promotes unlawful acts or substances, is sexual, racial, age or morally degrading or discriminating or uses profane language, actions, or demonstrations in music, speech, or writing which may bring any discredit to the Office of The Adjutant General of South Carolina and to the South Carolina National Guard, this is considered sufficient cause for cancellation of an approved rental contract prior to the beginning of a rental.

c. Any actions or behavior during course of the rental which may bring any discredit to the Office of The Adjutant General of South Carolina and/or to the South Carolina National Guard are considered grounds for terminating the event.

11. Security

a. The Armory Manager or a personal representative (Sitter) will be present during the period of the rental. The Sitter is responsible for safeguarding the facility, its properties, and contents.

b. The Sitter and Security Guard(s)/Officer(s) work under the direct supervision of the Armory Manager; not the Renter.

c. In accordance with MDR 37-10, the Armory Manager and Renter will determine the number of security personnel needed and include the number in the contract. Security is the responsibility and expense of the Renter. At least one (1) Security

Officer/Guard must be SLED Level 1 Certified and have their certification card on their person.

d. In the event there is any type of activity that is deemed as cause for the removal of any person involved with the rental party, Security will notify the Sitter and Renter and the party will be ordered to leave the armory property, or if necessary may be incarcerated by the officer.

12. Alcoholic Beverages

a. The Adjutant General or Deputy Adjutant General must pre-approve all armory rentals that involve alcohol.

b. Events requiring a temporary beer and wine permit or liquor license

(1) An event which charges admission and beer, wine or liquor is being either sold or served at no additional charge, or an event during which beer, wine or liquor is being sold, requires a beer and wine permit or temporary liquor license from the Department of Revenue.

(2) The Armory Manager must refer all Renters whose event requires an alcohol permit to the Department of Revenue.

c. The Renter is responsible for coordinating with the SC Department of Revenue and Taxation in order to secure any necessary Temporary Permits for Alcoholic Liquors, Temporary Beer and Wine Permits, or Temporary Licenses, and for providing a copy to the Armory Manager prior to the rental. The Renter is responsible for all expenses incurred as a result of this requirement.

- The Renter will provide the Armory Manager copies of the Permit(s) or license prior to the rental event.
- Prior to start of the event, the Renter will post any required permit or license in accordance with current law.
- The Armory Manager will attach the copy to the contract in the unit file, and forward a copy with the deposit, receipt, and contract to the State Operations, Accounts Receivable Coordinator.

13. Other Matters

a. If admission is charged, and/or food and/or goods sold, at the event, the Renter may be liable for admissions and sales tax, and may need a Business License and/ or Admissions License. The Renter should address all questions regarding any of these issues to the SC Department of Revenue:

14. Under no circumstance will the Armory Manager or the Sitter allow a rental to proceed without:

- An approved and signed rental application and contract
- Rental fees paid in full by cashier's check or money order
- A copy of all required permits and/or licenses provided and posted by the Renter in accordance with State and local laws or ordinances.

15. Injuries Occurring Before, During and/or After Rentals

a. The Armory Manager or Sitter present is responsible for documenting and reporting all injuries occurring on armory property before, during, and after rentals. The Armory Manager or Sitter must complete a report of injury and forward the report to the State Operations Armory Accounts Coordinator within one (1) work day after the rental. Include photos at all possible.

b. The report must include:

- What happened
- Apparent injuries
- Person's name
- Address
- Telephone number
- Disposition of the injured party
 - Include these items in the report if disposition was made of an injured party:
 - Was an ambulance called for transportation? (Name of Ambulance Service)
 - Was the injured person able to leave without assistance?
 - Were there unusual circumstances that may have contributed to the accident or injury?

16. Repairs

The Renter is responsible for the repair or reimbursement for the repairs for any damages to the armory property or contents.

17. Fire Prevention/Safety

a. During initial contacts and execution of the contract, the Armory Manager and Renter will conduct a walking tour of the facility pointing out the fire exits and fire extinguishers. The Sitter will provide any special instructions regarding fire safety, and will have emergency phone numbers in their possession.

b. Smoking is not allowed inside the armory.

18. Access to Armory During Rentals

The Renter is responsible for identifying, and/or approving admittance of all persons entering the armory during the period of the rental, and for the conduct and behavior of those persons admitted.

19. Quick Access Sheet

The Armory Manager will provide to the Sitter and Renter a quick access sheet which includes the following:

- (1) Date of rental
- (2) Sitter name and telephone number
- (3) Armory Manager Name and telephone number
- (4) Local Police telephone numbers
- (5) Fire Department telephone number
- (6) Other emergency telephone numbers

20. Files

The Armory Manager will maintain copies of all deposit forms, receipts, applications, contracts, addendums, reports, audits, and assumption of duty and transfer of duty memorandums in an Armory Operations Fund File in accordance with the retention standards as stated in Military Department Regulation 37-10, and using indexes as designated by State Operations Budget & Finance.

FOR THE COMMANDER:

NAME
Rank, Branch
Armory Manager