

Military Department Regulation
37-10

State Operations - General

ARMORY FUNDS AND RENTAL PROGRAMS

South Carolina Military Department
Columbia, SC
15 February 2023

UNCLASSIFIED

SUMMARY OF CHANGE

MDR 37-10

Armory Funds and Rental Programs

This revision, dated 15 February 2023

- Replaces the “Annual Accounting Report Form” with the “Bank Account and Transparency Accountability Report Form” in order to align with the reporting format mandated by the SC Comptroller General’s Office.
- Deletes the Pink copies from the Adjutant General Pre-Numbered Receipts book and from the file requirement
- Changes the responsibility of providing a consolidated listing of Armory Managers (and Rental Custodians as applicable) to the State Operations Armory Accounts Coordinator NLT 15 Jun of each year, and updates as necessary, to the SCARNG Deputy Chief of Staff.
- Changes requirement for Armory Managers to deposit all revenues and Armory Managers will forward an “Armory Deposit and Reimbursement Request Form” with copies of all and deposits documentation to the State Operations Armory Accounts Coordinator to NLT seven (7) working days following the event or receipt of funds or the end of the month whichever comes first.
- Changes requirement for the Armory Manager to forward a copy of all Rental Contracts to the State Operations Armory Accounts Coordinator NLT than seven (7) working days following the rental
- Changes the authority for the Armory Manager to cancel rentals without prior notice during heightened threat levels, disaster response or conflict with the unit’s military mission.
- Changes process for refund of Deposits or Payments. Armory Manager will not provide a refund directly to Renter. The State Operations Budget and Finance Department will coordinate with the State Treasurer’s Office to provide a refund check to the Renter.
- Deletes all references to using checks as a means of payment.
- Update of Appendix E (Sample Armory Rental SOP)
- Makes minor administrative changes (throughout).

Headquarters
South Carolina Military Department
Columbia, SC 29201-4752
15 February 2023

*Military Department
Regulation 37-10

Effective: 15 February 2023

State Operations - General

Armory Funds and Rental Programs



R. VAN MCCARTY
Major General, SCARNG
The Adjutant General

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://scmd.sc.gov/state-operations/regulations>, and can be downloaded and printed. This publication is intended for all offices and organizations within the SC Military Department.

History. This Regulation was created to reflect proper Armory 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 Funds and Rental Programs.

Summary. This publication replaces MDR 37-10 dated 01 July 2022 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

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- E.** Sample Armory Rental SOP

Forms – See <https://scmd.sc.gov/state-operations/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 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 SCARNG Deputy Chief of Staff will provide a consolidated listing of Armory Managers (and Rental Custodians as applicable) to the State Operations Armory Accounts Coordinator. The SCARNG Deputy Chief of Staff will provide will provided updates as necessary.

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 Account.

(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 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 Account funds and Rental Program Files, and verify accountability of facility's State Property inventory
- Prepare Armory Manager Appointment Memorandum (see Appendix A – Armory Manager Appointment Memorandum)
- NLT 15 days after a change of Armory Managers, provide a copy of the Armory Account audit and the Appointment Memorandum to State Operations Armory Accounts Coordinator

(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 copies of the deposit receipt and all other required paperwork through the MSC AO to the State Operations Armory Accounts Coordinator
- Account for and secure all State Property, Armory Account 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 Account.
- Turn in/transfer the Armory Account Debit Card from the out-going Armory Manager
- If necessary, apply for an Armory Account Debit Card for the in-coming fund Manager
- Document the change in custody utilizing the Transfer of Armory Account Fund Memorandum (see Appendix B – Transfer of Armory Account Fund Memorandum)

c. Unit Deployments

(1) Should the Armory Manager deploy, the AO will appoint a full-time, non-deployed staff member of the unit as the Interim or Temporary Armory Manager.

(2) Should the unit close the Armory as the result of deployment, the MSC AO will appoint a full-time, non-deployed staff member to be responsible for the funds and records.

(a) The MSC AO will coordinate with the State Property Book Officer to conduct a change of hand receipt holder.

(b) The MSC AO will coordinate with the State Operations Armory Accounts Coordinator to update the mailing address and contact information.

(3) NLT 30 days 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. REVENUES

a. Regardless of the source, all revenues received are State funds. Typically, revenues derive from the following sources:

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

b. Deposit of Revenues

(1) Armory Managers will use official Adjutant General Receipts and State Treasurer bank deposit slips issued by the State Operations Budget & Finance Section to receipt for and deposit funds/revenues.

(2) Armory Managers will deposit all funds/revenues in the South Carolina State Treasurer's account through a bank (see Appendix C - Making a Deposit to the State Treasurer's Account) and forward an "Armory Deposit and Reimbursement Request Form" (see "Armory Deposit and Reimbursement Request Form:" at <https://scmd.sc.gov/state-operations/forms>) with copies of the deposit documentation to the State Operations Armory Accounts Coordinator NLT seven (7) working days following the event or receipt of funds or the end of the month whichever comes first.

(3) If the deposit is not made within seven (7) working days following the event or receipt of funds or the end of the month whichever comes first, 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.

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

1-4. ARMORY ACCOUNT FUND

a. Armory Account

(1) State Operations Budget & Finance Section has established an Armory Account for each Readiness Center/Armory.

(2) The Armory Accounts will carry a balance of \$500.00 (\$475.00 checking and \$25.00 required minimum savings balance).

(3) The Armory Manager is responsible for the authorized use of the Armory Account and accompanying debit card.

(4) Armory Managers will coordinate with the State Operations Armory Accounts Coordinator to establish signature authority for the Armory Account Fund account and for assistance in coordinating with the National Guard Credit Union for an Armory Account Fund Debit Card.

b. Armory Account Debit Card

(1) The State Operations Armory Accounts Coordinator will assist the Unit Readiness Center/Armory Managers with obtaining a debit card linked to their respective Armory Account through the South Carolina National Guard Credit Union.

(2) Armory Managers will use extreme caution in the use, handling, and storage of the Armory Account 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 is easily distinguishable from a personal debit card.

c. Authorized Purchases Using the Armory Account (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)

d. Unauthorized Purchases Using the Armory Account (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 Account 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

e. Reimbursements to the Armory Account

(1) Armory Managers are not authorized to deposit funds directly into the Armory Accounts.

(2) Armory Managers will complete an “Armory Deposit and Reimbursement Request Form” (see “Armory Deposit and Reimbursement Request Form” at <https://scmd.sc.gov/state-operations/forms>) and forward the form with copies of all receipts and supporting documentation to the State Operations Armory Accounts Coordinator. Armory Managers will retain the original reimbursement requests and invoices in the Reimbursement Section of the Armory Operations file.

(a) 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.

(b) The Armory Manager will annotate "Paid" on the invoice, attach a copy of the debit card transaction receipt to the invoice, and indicate on the invoice how the items or repairs will be used.

(c) The Armory Manager will attach a copy of the CFMO Buildings and Grounds Supervisor approval to ordering/pay for any facility repairs, emergency facility repairs, or facility maintenance utilizing Armory Account funds, along with the invoice(s), to the Reimbursement Request.

(3) Reimbursement to an Armory Account is normally completed within 7-10 days from the Armory Manager’s submission of a request for reimbursement to the State Operations Armory Accounts Coordinator.

f. Account Reconciliation

(1) The Armory Manager will perform a monthly reconciliation of the Armory Account using a “Monthly Bank Statement and Reconciliation Form” (see “Monthly Bank Statement & Armory Account Reconciliation Form” at <https://scmd.sc.gov/state-operations/forms>).

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

(3) For repair, emergency repair, and other items authorized for purchase by the use of the debit card by the Building & Grounds Supervisor, the Armory Manager must submit documentation of the approval by Construction and Facilities Management Office (CFMO) Buildings and Grounds Supervisor and copies of the invoice(s).

1-5. FACILITY REPAIRS AND MAINTENANCE

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

b. The Armory Manager must receive pre-approval from the CFMO Buildings and Grounds Supervisor prior to ordering/paying for any facility repairs, emergency facility repairs, or facility maintenance. The Armory Manager will retain documentation of the approval in the Armory files and attach a copy of the approval and invoices to the “Armory Deposit and Reimbursement Request Form” (see “Armory Deposit and Reimbursement Request Form” at <https://scmd.sc.gov/state-operations/forms>).

c. In the event of extensive damage, the Armory Manager will submit an emergency work order to the CFMO which is responsible for requesting and purchasing of necessary supplies or services using State procurement procedures.

d. Armory Managers will forward requests for items not authorized for purchase from Armory Account funds or by the Buildings & Grounds Supervisor via the Work Order System.

e. 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).

1-6. 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 ensure that the proper safeguards are in-place and will ensure an investigation is conducted for any loss of armory keys.

c. 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 of the key(s).

1-7. PROPERTY ACCOUNTABILITY

a. State Property. See NGSC Regulation 37-6 for accountability requirements 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.

1-8. AUDIT OF FUNDS

a. Armory 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 Accounts.

(1) The AO will utilize the "Armory Rental Program Audit Guide for Administrative Officers" (see <https://scmd.sc.gov/state-operations/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 D - Annual Assurance Statement) to the State Operations Armory Accounts Coordinator, and maintain a copy in the unit Armory Account Fund and Rental Program file.

1-9. ANNUAL REPORTS

a. The Armory Manager will prepare an "Bank Account and Transparency Accountability Report" (see "Bank Account and Transparency Accountability Report Form" at <https://scmd.sc.gov/state-operations/forms>) and an "Annual Assurance Statement" (see Appendix D - Annual Assurance Statement) NLT 15 July each year each year addressing the previous 12 month period (01 July – 30 June).

b. The Armory Manager will forward the Bank Account and Transparency Accountability 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 01 August each year.

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

1-10. EMERGENCY USE OF READINESS CENTERS/ARMORIES

a. Unless directed by the Adjutant General or the Deputy Adjutant General, units are not authorized to allow the rental or use of a Readiness Center/Armory by non-National Guard organizations/entities 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 Readiness Centers/Armories, AOs should contact 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.

1-11. AGREEMENTS FOR LONG-TERM USE OF ARMORIES

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

b. 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 of the rental program.

c. When contacted by a local government or community members for use of armories outside of the standard rental program, AOs will contact the State Operations Chief Financial Officer (CFO) and the Army National Guard Chief of Staff.

1-12. 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, scan copy to State Operations Accounts Receivable Accountant

1-13. RECORDS AND RECORDS RETENTION

a. Armory Managers will prepare file folders for each State Fiscal Year for their Armory Account 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 Account Fund Memorandums
- Bank Account and Transparency Accountability 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 (or appointed Armory Rental Custodian) 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 E - 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 a "National Guard Armory Rental Application" (see "National Guard Armory Rental Application" at <https://scmd.sc.gov/state-operations/forms>) which is 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 (10 business days) 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) If rental requires a beer and wine or liquor license, the Renter/organization must be a 501(c) organization in "Good Standing".

[1] The potential Renter must include a copy of the IRS 501(c) Determination Letter at the time they submit the Rental Application.

[2] Failure to include the information will stop the approval process until the proposed renter submits the missing documentation.

(d) 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 (01 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 or cash for deposits or payments.

(4) The Armory Manager will forward all applications via email to the State Operations Armory Accounts Coordinator NLT two (2) week (10 business days) prior to any rental.

(a) The Armory Accounts Coordinator will forward the Rental Application to the State Operations CFO, DAG or TAG for approval.

(b) All Rental Applications require approval before completing a Rental Contract.

(c) The State Operations Armory Accounts Coordinator will return incomplete Rental Applications to the Armory Manager.

(5) 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) If 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 in the Rental File.

(c) If disapproved, the Armory Manager will notify the rental requestor and retain a copy of the disapproved Rental Applications in the Rental File.

b. Rental Contracts

(1) The Armory Manager will document all Armory rentals through the execution of a written contract and addendum(s), signed by the Armory Manager and the Renter. The Armory Manager will utilize a “National Guard Armory Rental Contract” (see “National Guard Armory Rental Contract” at <https://scmd.sc.gov/state-operations/forms>) and, if needed, an “Addendum to National Guard Armory Rental Contract” (see “Addendum to National Guard Armory Rental Contract” at <https://scmd.sc.gov/state-operations/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 (01 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. 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 NLT seven (7) working days following the rental. The Armory Manager will include a copy of all supporting documents (e.g., rental application and email approval, contract, addendum(s), alcohol and/or LLR permit, cashier’s check or money order, receipt(s), validated deposit slip, etc.).

2-4. RENTAL CALENDAR/SCHEDULE

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

b. The Armory Manager will record the dates on the rental calendar 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

2-5. 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 interferes with the official use of the Armory
- 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.
- When rental to the organization may, in any way, bring discredit to the Agency and/or the National Guard

- 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 character of the organization is questionable
- 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 dictates 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.

2-6. RENTALS INVOLVING ALCOHOL

a. The Adjutant General or the Deputy Adjutant General is the approval authority for rentals involving alcohol.

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

- Admission is to be charged for a function which includes beer, wine, and/or liquor in the price of admission, or
- There is a charge for admission at the door or pre-sold tickets to members or to the public, and alcohol is to be allowed; or
- 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".

(1) The potential Renter must include a copy of the IRS 501(c) Determination Letter at the time they submit the Rental Application.

(2) Failure to include the information will stop the approval process until the proposed renter submits the missing documentation.

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 and/or fails to post the permits and/or licenses prior to the event.

e. 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.

2-7. 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 should address all questions reference permits or sanctions as required for sporting events to LLR.
- c. The Renter is responsible for providing and posting a copy of the permit(s) in the Armory prior to the start of the event. Failure to provide a copy of the permit(s) and/or license(s) prior to the event is grounds for cancellation of the rental.

2-8. 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 other rental applications and contracts, and will forward a copy to the State Operations Armory Accounts Coordinator a minimum of two (2) weeks (10 business days) prior to the date of the election.

2-9. 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 rental rate established in the respective armory Rental SOP.

(1) The Armory Manager will contact the Office of the Adjutant General's Public Affairs Officer prior processing a Rental Application.

(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 other rental applications and contracts, and will forward a copy to the State Operations Armory Accounts Coordinator a minimum of two (2) weeks (10 business days) prior to the event.

2-10. 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 other State Agencies, organizations that provide support to the State of South Carolina or to the National Guard (e.g., local law enforcement, 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, and
- Use of the facility is limited and will not result in an appreciable increase in operating costs, and
- 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) If the rental request for these same type organizations does not meet the requirements for a “No-Cost” rental, the Agency may waive the facility use fee as a “No-Fee” rental.

(2) The “No-Fee” 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 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 two (2) weeks (10 business days) prior to the event.

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

2-11. RENTAL SETUP

a. The cost for the rental of the facility includes two (2) hours of setup time. The Armory Manager will include the date and times for Setup Privileges on Part I of the Rental Contract

b. Should the Renter need additional time for setup, the Renter should be charged additional fees which should be noted on Part I of the Rental Contract.

c. If the additional time requires the presence of a Sitter that exceeds the established Sitter Fee on the Rental Contract, the Renter is responsible for those additional costs. Those costs should be included in the calculation of additional fees on Part I of the Rental Contract.

2-12. RENTAL CLEANUP

a. The Armory Manager or Sitter is responsible for ensuring the Renter completes the Armory rental cleanup.

b. Renters will complete all Armory cleanups prior to the end of the rental period.

(1) If Renter requires additional time to complete the cleanup, the Renter is responsible for those additional costs. Those costs should be included in the calculation of additional fees on Part I of the Rental Contract.

(2) 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://scmd.sc.gov/state-operations/forms>) and retain a copy in the Rental File.

2-13. RENTAL CANCELLATIONS

a. Any actions or behavior during course of the rental by the Renter or Rental attendees that 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. The Armory Manager may cancel rentals without prior notice during heightened threat levels, disaster response or conflict with the unit's military mission.

c. In the event a Renter cancels a contract/rental earlier than the "No Later Than" date indicated on the signed Rental Contract and prior to the rental date, or if the Agency cancels the event due to no fault of the Renter, the Agency will provide the Renter with a refund of their deposit or payment.

(1) The Armory Manager will not provide a refund directly to Renter.

(2) The Armory Manager will forward to the State Operations Armory Accounts Coordinator a Memorandum, signed by the Renter and the Armory Manager, verifying the cancellation and amount of deposit or payment previously provided, a copy of the Renter's cashier's check or money order, and a copy of the contract marked "Cancelled".

(3) The State Operations Budget and Finance Department will coordinate with the State Treasurer's Office to provide a refund check to the Renter.

2-14. SITTERS

a. Sitters (Armory Manager's Representative) are personnel hired as Temporary, Part-Time State Employees in support of the rental program, and are responsible for safeguarding the Readiness Center/Armory and its property and contents during the period of rental. Sitters are paid through the State Operations Human Resources Office (State HRO). The State Operations CFO will establish the rate of pay.

b. The Armory Manager or the Sitter will be present at the Readiness Center/Armory during the entire period of the rental.

c. The Renter is responsible for all costs for Sitters. Armory Managers will include the costs for the Sitter(s) in the estimate on the "National Guard Armory Rental Application" and as part of the cost breakdown on the "National Guard Armory Rental Contract".

d. Sitters will be a current or former members of the National Guard or SC State Guard who are not also employed by the State of South Carolina. 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.

(1) Federal Technicians may perform duties as a paid Sitter during their off-duty periods or in a leave status. However, the Federal Technicians cannot not be in both a Federal paid status and a State paid status as a Sitter.

(2) AGRs may perform duties as a paid Sitter during their off-duty periods but must request permission through their AGR supervisory chain of command to the Federal HRO for approval for part-time employment prior to performing Sitter duty in a paid status.

e. 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 or non-payment of Sitter Pay.

f. Armory Managers will use an "Armory Sitter Personnel/Payroll Action Request Form" (see "Armory Sitter Personnel/Payroll Action Request Form" at <https://scmd.sc.gov/state-operations/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@scmd.sc.gov.

2-15. SECURITY DURING RENTALS

a. The Armory Manager is responsible for security of the armory and its facilities and properties. The Armory Manger will not compromise the security of the property and equipment for the purpose of encouraging a rental.

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

c. The Armory Manager, at their discretion, may require uniformed certified law enforcement Security Officers regardless of the presence of alcohol.

d. Rentals that involve alcohol hours require the presence of at least one (1) uniformed Security Officer/Guard per the first 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 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 additional 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 listing (full names) of the chaperons.

(2) The Armory Manager will retain this list as a part of the Rental file.

f. Based on size, nature of rental, and/or previous experience with the Renter, the Armory Manager has the discretion to require or 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 Contract.

(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.

h. Local Law Enforcement.

(1) 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.

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

i. 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 the Armory Manager proposes to use to meet the intent of the reasonable security requirements/measures.

j. The Armory Manager will immediately report all 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.

2-16. 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 Facebook, YouTube, Twitter, etc.

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

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

(3) Advertisements or communications about the event deemed inappropriate are 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:

- Pornography
- Uses nudity or is sexually or physically graphic images
- 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. Renters are allowed to place signs advertising the event.

(1) Signs must be conservative in nature and not detract from the Readiness Centers/Armory's 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.

2-17. 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 CFMO 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 on the exit doors, the Armory Manager or Sitter will ensure all exit doors remain unlocked during periods of set-up and rental.

(3) The cost and responsibility of providing additional Security Guard/Officer(s) to verify and/or deter access through a doorway or exit that must remain un-locked is the responsibility of the Renter.

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.

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

2-18. 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.

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 Account funds, and the Armory's 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 Account Memorandum

DATE _____

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

SUBJECT: Transfer of Armory Account

1 Effective the date of this memorandum, I, _____ transfer
duties and responsibilities related to the Armory 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 Armory 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

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 duplicate (**white and yellow**).
2. Distribute: **White** - To the individual paying the monies
Yellow - To file and copy to State Operations Armory Accounts Manager
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 validated deposit slip, copy of receipt, and, as applicable, a copy of the NJP, approved Rental Application (with copy of email approval), or signed Rental Contract, to the State Operations Armory Accounts Manager no later than seven (7) working days after receipt of the funds or the end of the month whichever comes first.
9. Use the following addresses if unable to email:

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

APPENDIX D
Annual Assurance Statement

Date

MEMORANDUM FOR: Armory Account Coordinator, Office of the Adjutant General,
State Operations, 1 National Guard Road (STOP 14), 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 01 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 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 bank/debit card transactions and checks issued or voided during the period of review are supported with true Invoices.

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

(4) I have verified that 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 E
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 by 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 unit member authorized to enter into rental agreements for the armory.

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 armory rentals by submitting a Rental Application.

b. 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 Rental Contract (and any required addendums).
- 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.

c. 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 eligible to make application to rent the Armory. Document(s) must verify SC citizenship or, in case of corporations/businesses, verify business in a U.S. location.

d. 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 the day prior to the rental.

e. In the event agreements/arrangements between the Armory Manager and Renter are different than prescribed on the "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.

f. 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. Rental Rates

a. Base fees

- (1) \$ _____ (non-Alcohol and ends by midnight, includes 2 hours of set up)
- (2) \$ _____ (with Alcohol and ends by midnight, includes 2 hours of set up)
- (3) \$ _____ per day/hour for additional time to setup (This includes the additional cost for Sitters (\$15/hour/Sitter); suggest a minimum of at least \$50.00 each additional hour over the cost of the Sitter(s)).
- (4) Additional Fee for use of Kitchen: \$ _____ (Renter is required to clean-up the kitchen).
- (5) If rental is authorized to extend beyond the agree end time; additional fee for each hour is \$ _____ (This includes the additional cost for Sitters (\$15/hour/Sitter); suggest a minimum of at least \$50.00 each additional hour over the cost of the Sitter(s)).
- (6) \$ _____/per day/hour for use of classroom(s) during duty day/duty hours.
- (7) \$ _____/per day/hour for use of classroom(s) during non-duty day/hours.
- (8) Sitter Fee - \$15/hour/Sitter

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 provided that:

- Use of the facility coincides with the normal duty day and business hours; and
- Use of the facility is limited and will not result in an appreciable increase in operating costs; and
- 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) If an organization sanctioned and/or approved by Agency to use the facility R "No Cost" but does not meet the requirements for a "No-Cost" rental, the Agency may waive the facility use fee as a "No-Fee" rental.

(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 utilities cost of using the armory.

5. Rental Calendar/Schedule

- a. The Armory Manager will develop and maintain a calendar/schedule of Armory Rentals.
- b. The Armory Manager will record the dates for all rentals on the rental calendar 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 Restrictions

- 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 discriminate based on race, color, religion, sex (including sexual harassment and pregnancy), national origin, age (40 and above), disability, etc.
 - When rental to the organization may, in any way, bring discredit to the Agency and/or the National Guard
 - 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 character of the organization is questionable
 - 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 used to promote the event 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 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 by the Renter or the rental attendees 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.

7. Rentals Involving Alcohol

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

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

- Admission is to be charged for a function which includes beer, wine, and/or liquor in the price of admission, or
- There is a charge for admission at the door or pre-sold tickets to members or to the public, and alcohol is to be allowed; or
- 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".

(1) The potential Renter must include a copy of the IRS 501(c) Determination Letter at the time they submit the Rental Application.

(2) Failure to include the information will stop the approval process until the proposed renter submits the missing documentation.

d. The Armory Manager will refer all Renters whose event requires an alcohol permit to the Department of Revenue.

e. 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.

(1) The Renter will provide the Armory Manager copies of the permit(s) or license(s) prior to the rental event. The Armory Manager will attach a copy of the permit(s) or license(s) to the contract in the unit file, and forward a copy with the deposit, receipt, and contract to the State Operations, Accounts Receivable Coordinator.

(2) Prior to start of the event, the Renter will post any required permit(s) or license(s) in accordance with current law.

(3) The Armory Manager will cancel the rental if the Renter fails to provide a copy of and post the permits and/or licenses prior to the event.

8. 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.

9. Quick Access Information

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

- Date of rental
- Sitter name and telephone number
- Armory Manager Name and telephone number
- Local Police telephone numbers
- Fire Department telephone number
- Other emergency telephone numbers

10. Rental Setup/Cleanup

a. Setup

(1) The cost for the rental of the facility includes two (2) hours of setup time. The Armory Manager will include the date and times for Setup Privileges on Part I of the Rental Contract

(2) Should the Renter need additional time for setup, the Renter should be charged additional fees which should be noted on Part I of the Rental Contract.

(3) If the additional time requires the presence of a Sitter that exceeds the established Sitter Fee on the Rental Contract, the Renter is responsible for those additional costs. Those costs should be included in the calculation of additional fees on Part I of the Rental Contract.

b. Cleanup

(1) The Armory Manager or Sitter is responsible for ensuring the Renter completes the Armory rental cleanup.

(2) Renters will complete all Armory cleanups prior to the end of the rental period.

(a) If Renter requires additional time to complete the cleanup, the Renter is responsible for those additional costs. Those costs should be included in the calculation of additional fees on Part I of the Rental Contract.

(b) The Armory Manager may grant a waiver when unusual circumstances prevents cleanup.

(3) The Renter is responsible for removing all trash, garbage, other residue, decorations, displays and equipment used by the Renter, and for cleaning of the facility.

(4) The Armory Manager or Sitter will use an "Armory Rental Clean-Up Checklist" (see "Armory Rental Clean-Up Checklist" at <https://scmd.sc.gov/state-operations/forms>) to close a rental within 24 hours.

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

c. The Renter is responsible for set-up (to include tables, chairs, etc.) 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.

(1) 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.

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

e. 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.

11. Repairs

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

12. 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.

b. The Renter should address all questions regarding any of these issues to the SC Department of Revenue:

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

- An approved and signed Rental Application and Rental 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.

14. Deposit of Funds

a. The Armory Manager will deposit all funds received to the South Carolina State Treasurer's Account (See MDR 37-10, Appendix D - Making a Deposit to the State Treasurer's Account) and will forward an "Armory Deposit and Reimbursement Request Form" (see "Armory Deposit and Reimbursement Request Form" at <https://scmd.sc.gov/state-operations/forms>) with copies of all receipts and deposits documentation to the State Operations Armory Accounts Coordinator NLT seven (7) working days following the receipt of funds or the end of the month whichever comes first.

b. The Armory Managers will maintain copies of the deposit documentation and forms in the Armory Account Fund File.

15. Cancellations and Refunds

a. Any actions or behavior during course of the rental by the Renter or Rental attendees that 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. The Armory Manager may cancel rentals without prior notice during heightened threat levels, disaster response or conflict with the unit's military mission.

c. In the event a Renter cancels a contract/rental earlier than the "No Later Than" date indicated on the signed Rental Contract and prior to the rental date, or if the Agency cancels the event due to no fault of the Renter, the Agency will provide the Renter with a refund of their Deposit or payment.

(1) The Armory Manager will not provide a refund directly to Renter.

(2) The Armory Manager will forward to the State Operations Armory Accounts Coordinator a Memorandum signed by the Renter and the Armory Manager verifying the cancellation and amount of deposit or payment previously provided, a copy of the Renter's cashier's check or money order, and a copy of the contract marked "Cancelled".

(3) The State Operations Budget and Finance Department will coordinate with the State Treasurer's Office to provide a refund check to the Renter.

16. Sitters

a. Sitters (Armory Manager's Representative) are personnel hired as Temporary, Part-Time State Employees in support of the rental program, and are responsible for safeguarding the Readiness Center/Armory and its property and contents during the period of the rental. Sitters are paid through the State Operations Human Resources Office.

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

c. The Renter is responsible for all costs for the Sitters. The Agency will not absorb the cost for the Sitters.

d. Sitters will be a current or former members of the National Guard or SC State Guard who is not also an employee of the State of South Carolina.

(1) Federal Technicians may perform duties as a paid Sitter during their off-duty periods or in a leave status. However, Federal Technicians cannot not be in both a Federal paid status and a State paid status as a Sitter.

(2) AGRs may perform duties as a paid Sitter during their off-duty periods but must request permission through their AGR supervisory chain of command to the Federal HRO for approval for part-time employment prior to performing Sitter duty in a paid status.

e. The Armory Manager will complete and submit an "Armory Sitter Personnel-Payroll Action Request Form" for each Sitter (see "Armory Sitter Personnel-Payroll Action Request Form" at <https://scmd.sc.gov/state-operations/forms>) to the State Operations Human Resource Office with the Deposit forms from the rental but not later than two (2) weeks (ten (10) business days) after the rental date.

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

17. Security

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

b. In accordance with MDR 37-10, the Armory Manager and Renter will determine if security is required (e.g., alcohol is allowed at the rental, etc.) and the number of security personnel required, and include the number in the contract. If security is required, at least one (1) Security Officer/Guard must be SLED Level 1 Certified and have their certification card on their person.

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

d. The cost for security is the responsibility of the Renter.

e. In the event there is any type of activity deemed as cause for the removal of any person involved with the rental party, Security will notify the Armory Manager/ Sitter and Renter. The person will be ordered to leave the armory property or, if necessary, may be detained or arrested by the SLED Level 1 Certified Security Officer or local law enforcement.

18. 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.

b. 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 if possible.

c. The report must include:

- What happened
- Apparent injuries
- Injured 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?

19. 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.

b. The Armory Manager/Sitter will provide any special instructions regarding fire safety, and will have emergency phone numbers in their possession.

c. Smoking is not allowed inside the Armory/Readiness Center.

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