



# City of Statham Facility Rental Agreement

## Statham Community Center 336 Jefferson Street

THIS AGREEMENT is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the City of Statham (“City”) and \_\_\_\_\_ (“Renter”) for the use of the City’s facility hereinafter defined. **NOW THEREFORE**, it is agreed between the CITY and the RENTER as follows:

The CITY grants the RENTER the use of, and the RENTER does hereby agree, to use the Venue \_\_\_\_\_ (select Community Center, Hillman-Rainwater or Robert Bridges Park), which includes the building and grounds (“Facility”), under the terms and conditions set forth herein. The date, time and activity or activities to be performed in the Facility and the portions of the Facility to be used are as follows:

PURPOSE OF USE: \_\_\_\_\_ DATE(S) OF USE \_\_\_\_\_

START TIME: \_\_\_\_\_ END TIME: \_\_\_\_\_ ADDITIONAL HOURS \_\_\_\_\_

WILL ALCOHOL BE CONSUMED ON THE GROUNDS OF THE FACILITY? \_\_\_\_\_

### DAILY RATES – to be paid at the signing of this agreement

- (Applicant Statham Resident, Inside City Limits) Statham Community Center - \$325.00
- (Applicant Resident Outside City Limits) Statham Community Center - \$650.00
- (Additional Rental Hours Can Be Purchased At \$75.00 Per Hour)

**Times of Rentals: 8 HOUR RENTAL.** (HOURS ARE SET ACCORDING TO ENTRANCE TIME AND LEAVING TIME). Rental of facility hours are 8:00 am – 11:00pm (8 hours set time)

**ABSOLUTELY NO ALCOHOLIC BEVERAGES are permitted in or on the grounds of any Facility unless provided by a licensed bartender. NO EXCEPTIONS. Any event where alcohol will be consumed is required to hire a City of Statham off-duty police officer or officers, (determined by attendance) in addition to hiring a licensed bartender. Please visit the Statham Police Department for off-duty officers and application.**

I, the “Renter,” agree to the terms and conditions set forth in this agreement. I also agree to the additional terms and conditions provided by the “City” and signed by me (copy attached hereto):  
I, the Renter,” agree to the terms of Resident (Inside) – (Outside), **NO ONE WHO LIVES INSIDE CITY LIMITS IS ALLOWED TO RENT A FACILITY FOR SOMEONE WHO LIVES OUTSIDE CITY LIMITS, IF THIS OCCURS THAT PERSON WOULD NOT BE ABLE TO RENT A STATHAM FACILITY IN THE FUTURE.**

Renter Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## **Additional Terms and Conditions**

- 1. Other Uses.** Officers, agents, and employees of the City reserve the right to enter all areas of the Facility and grounds at any, and all times. RENTER further understands and agrees that during the term of this Agreement, the CITY may use or cause to be used for its purposes, any portion of the Facility not in use by the RENTER.
- 2. Key Deposit.** A deposit of \$400.00 CASH to be paid at the time the key is picked up from City Hall. The key may be picked up on the day for which the FACILITY is reserved before 4:30 p.m. For Saturday or Sunday rentals, the key must be picked up before 4:30 p.m. Friday. The deposit will be returned after the facility has passed inspection, typically within 2-3 business days after the event, and the key returned. The key needs to be returned to City Hall. Deposits will not be refunded for the following reasons: 1) damage to facility, furnishings, or grounds; 2) facility left in an unclean condition; 3) any guest displays improper conduct as determined by the CITY or City's Representative or Attendant on-site. Improper conduct includes but is not limited to apparent intoxication, abusive or threatening language, physical violence, or lewd behavior; 4) Not having paid for licensed bartender or police officer or officers while serving or having alcohol on property; 5) violating renters agreement as stated in rental agreement; 6) key is not returned; 7) inventory from the FACILITY including the kitchen and/or meeting room is missing or damaged.
- 3. Cancellation.** If the RENTER desires to cancel this Agreement, it must notify the CITY no less than two (2) weeks prior to the start time designated by this Agreement. If the RENTER cancels this Agreement later than two (2) weeks prior to the start time as designated by this Agreement, the CITY will not provide a refund of rental fee.
- 4. Regulations Pertaining to Use.** RENTER agrees to abide by and cause its invitees and licensees to abide by the following rules and regulations:

  - a. Any functions for minors must be chaperoned by parents or other responsible adults.
  - b. RENTER shall not permit entrance to portions of the Facility other than those specifically outlined above.
  - c. RENTER shall not staple, nail, tape or otherwise affix decorations or signs onto any surface in a manner so as to damage walls, floors, windows, fans or other surfaces or furnishings of the Facility. All decorations and signs must be removed immediately after the conclusion of the activity or activities conducted pursuant to this Agreement.
  - d. RENTER shall use and occupy Facility in a safe and careful manner, and comply with any federal, state, county or municipal authority controlling or governing the Facility or the operation therein, including, but not limited to, all policies, rules and regulations of the CITY.
  - e. RENTER shall use said Facility solely for the purposes herein provided and shall not permit the Facility or any part thereof, to be used for any gambling or any unlawful, indecent, obscene or immoral attractions, exhibitions, purposes or entertainment, or in any manner so as to injure persons or property.

- f. RENTER shall not permit any individual to bring into the Facility any alcoholic beverages, drug substances, weapons/firearms, or objects which are likely to endanger the life of, or
  - g. cause bodily injury to, any person on the Facility, or which are likely to constitute a hazard to property thereon.
  - h. RENTER shall not permit individuals to smoke/vape, inside the Facility, and no tobacco or tobacco products or their resemblances shall be sold or distributed on CITY property.
  - i. RENTER recognizes that the CITY may have representatives present in the Facility during use.
  - j. RENTER shall not permit any CITY property to include chairs, tables, or equipment, to be removed from the FACILITY grounds.
- 5. Indemnification.** The RENTER hereby assumes, releases, and agrees to indemnify, defend, protect, and hold harmless the CITY, its Councilmembers, agents, employees, officials, and representatives from and against any loss of and/or damage to the property of RENTER, and all loss and/or damage on account of injury to or death of any persons arising in any way from negligent, reckless, or willful misconduct of RENTER, its employees, agents, or independent contractors.
- 6. Damage and Loss.** RENTER agrees to return the leased premises and equipment to the CITY at the end of the term of use in the same condition as the date of the start of this lease, ordinary use and wear excepted. RENTER agrees that if any portion of the Facility or contents thereof, during the term of this lease, shall be damaged by the act, default, or negligence of the RENTER or of the RENTER's agents, employees, patrons, guests or any person admitted to premises by RENTER, RENTER will pay to the CITY upon demand such sums as shall be necessary to restore the premises and equipment to their previous condition. RENTER hereby assumes full responsibility for the character, acts, and conduct of all persons admitted to any portion of the premises at the time of RENTER's use, not including any representatives of the CITY.
- 7. Assignment.** RENTER may not assign this Agreement, or any right contained in this Agreement; nor sublet the Facility without the written consent of the CITY. Any assignment or sublease of this Agreement or terms arising under this Agreement without written consent of the CITY shall void this Agreement.
- 8. Attorney's Fees.** Should the CITY prevail in whole or in part in any litigation between the parties, including but not limited to, actions to collect any use or service charge(s) after same is past due, RENTER agrees to pay for all the City's Attorney fees. Fees shall be payable whether for negotiation, trial, or appellate purposes.
- 9. Miscellaneous.**
- a. This Agreement contains the entire agreement between the parties. No subsequent alteration, amendment, change, or addition to this Agreement shall be binding unless in writing and signed by both parties.
  - b. This Agreement shall be governed by the laws of the State of Georgia.
- 10. Damaged Premises.** RENTER agrees to pay the full cost of any repairs deemed necessary at the sole discretion of the CITY for any damages caused by the RENTER and its guests or invitees or by any

other person in connection with the event. RENTER accepts the premises in their current condition, as is, and agrees that they are fully suited for the purpose of the event.

**11. General Conditions.** The premises shall not be used in violation of any regulation of law or any governmental body nor in any manner to create any nuisance or trespass, nor in such a manner as to endanger the construction capabilities of the premises. The user, its guests and invitees shall use the parking area adjacent to the premises. The premises shall not be used in any manner to hinder or obstruct the activities of other occupants of the Community Center.

**CLEAN UP**

Cleaning up of the FACILITY is the responsibility of the RENTER. This includes ensuring all tables and chairs are placed safely and securely in the room in which they were found, and without any damage. The tables and chairs will be inspected after each rental. Cleaning the facility for the next RENTER is required, and will be inspected after each rental:

- All countertops, and Kitchen supplies are cleaned.
- Refrigerators and Stoves are empty and wiped down.
- Floors are swept and mopped (cleaning supplies will be provided)
- All trash (Restrooms, Kitchen, Event Hall) are bagged and placed in garbage receptacles.
- Thermostat set at (75 Spring and Summer) and (68 Fall and Winter)
- All lights turned off upon vacancy.
- Facilities locked upon vacancy.

**TABLES AND CHAIRS PROVIDED** (tablecloths are not provided; the number of tables and chairs may vary and are not guaranteed.)

**Community Center.....11 round tables 60”, 5 rectangle tables 8’, 130 chairs (Capacity 130)**

**RENTER\***

Renter’s Name (Print & Signature): \_\_\_\_\_

Renter’s Phone Number: \_\_\_\_\_

Renter’s Email Address: \_\_\_\_\_

Renter’s Address: \_\_\_\_\_

Date: \_\_\_\_\_ \*Copy of Valid Driver’s License Required

**Renter Initial: I verify I have read and understand the application, terms, and conditions, and have received a copy of all applicable information. \_\_\_\_\_ (initial)**

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*For Internal Use Only*

Date(s) of Rental: \_\_\_\_\_ Date Rental Fee Paid and Ref No.: \_\_\_\_\_

Processed by: \_\_\_\_\_ Key No. provided to Renter: \_\_\_\_\_

Date Cash Deposit Paid \_\_\_\_\_ Deposit Refunded to (print): \_\_\_\_\_

Deposit Refunded to (signature) and Date Received: \_\_\_\_\_

Refunded by (City personnel): \_\_\_\_\_