

FACILITY RENTAL AGREEMENT

State of Georgia

Community Center
Hillman-Rainwater
Robert Bridges Park

County of Barrow

THIS AGREEMENT is made and entered into as of the ___ day of ___, 20___, between The City of Statham ("CITY") and ___ ("RENTER") for the use of the facility hereinafter defined.

NOW THEREFORE, it is agreed as follows:

SECTION 1.0 USE OF FACILITY.

The CITY grants unto RENTER the use of, and RENTER does hereby agree to use the ___ (including 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 so used are as follows:

Purpose for the use: _____

Date(s) on which Facility will be used pursuant to this Agreement: _____

Start Time: _____ End Time: _____

SECTION 2.0 RENTAL CHARGES

2.1. Rates. (\$200.00) Per 8 hour day

Facility Fee Rates: \$ 200.00 per 8 hour day. The building must be cleaned and vacated by 11:00 pm

Rental Fee. RENTER shall pay the rental fee at the time the contract is signed. This is refundable up to 1 week before the event.

Key Deposit. \$150.00 CASH to be paid at the time the key is picked up. When the key is returned to City Hall and the facility passes inspection, the deposit will be available for pick up after 10 am on the second business day following the rental.

The key may be picked up on the day for which the room is reserved. For a Saturday or Sunday rental, the key can be picked up before 5pm Friday at City Hall. The key can be returned to City Hall following the event or placed in the night drop box at City Hall.

The person signing for the key is responsible for the return of the key, the building secured, lights turned off, room cleaned, garbage taken out, and the room being in the condition it was found.

Clean up consist of at the Community Center

- Clean up of any spills, on floor or counter tops
Sweep and mop floors (brooms and mops are located in the closet in the kitchen, wet mops can be hung out back.
Pick up all trash and empty used trash cans into the City garbage container located at the rear of the building

Tables and Chairs The Community Center has available 10 (60 inch) round tables and 3 long banquet tables with chairs.

Agreement The \$150.00 key deposit will be refunded except for the following circumstances

- (a) There is damage to the facility, furnishings, or grounds of the City.
- (b) The facility's furnishings and grounds are not left in a clean condition at the conclusion of the rental period.
- (c) Any rental guest displays improper conduct as determined by the City's representative or attendant on the site. Improper conduct includes, but is not limited to, apparent intoxication, abusive or threatening language, physical violence or lewd behavior. Renter shall be liable for any damage identified above during the contracted rental period. Renter will be billed for damages in excess of the security key deposit.
- (d) The key is not returned.
- (e) Inventory from the kitchen or meeting room is missing or damaged.

The full amount of the rental fee shall be paid at the signing of this agreement.

Community Center

Parking is available on both sides of Railroad Street in the area of the gazebo. DO NOT PARK IN FRONT OF BUSINESSES ON RAILROAD STREET OR JEFFERSON STREET.

Robert Bridges Park

There is plenty of parking available also, pavilion, ball park, museum, and green space for outside activities.

Hillman-Rainwater Center

There is plenty of parking available also, pavilion, ball park, playground, and basketball court.

Alcoholic Beverages: Are not allowed except by a licensed caterer. No exceptions.

Release of Liability: In consideration of the use of the premises, the User hereby releases and holds harmless the City of Statham, their officials, officers, board members, employees, or representatives from any liability or responsibility for any damages to the person or property of User, User's guests, invitees, or other persons, arising out of or in any way connected with the User's use of the premises. User agrees to indemnify the City of Statham for any costs or damages to any person or any person's property arising out of or connect in any way with the User's use of the premises and further agrees to pay all costs of defense, including attorney's fees and court costs, incurred by the City of Statham or their officials, officers, board members, employees or representatives.

No Smoking: No smoking or use of tobacco products is allowed on the premises.

Use of Equipment: User shall be allowed to use the equipment, tables and chairs on the premises, but the equipment, tables and chairs shall not be removed from the premises.

Hours of Operation: All events shall end and the building shall be empty of all persons by 11:00 p.m. No event shall start earlier than 8:00 a.m.

Decorations: User shall not use any wall or ceiling decorations including on the fans.. Only table and floor decorations are permitted.

Damaged Premises: User agrees to pay the full cost of any repairs deemed necessary in the sole discretion of the City of Statham for any damages caused by the User or its guests or invitees or by any other person in connection with the event. User accepts the premises in their current condition, as is, and agrees that they are fully suited for the purpose of the event.

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.

ADDITIONAL TERMS AND CONDITIONS

1. **Other Uses.** Officers, agents, and employees of the City reserve the right to enter all areas of the Facility 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. **Cancellation.** If the RENTER desires to cancel this Agreement, it must notify CITY no later than 1 week prior to the start time designated by this Agreement, otherwise payment will be kept.
3. **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, or otherwise affix decorations or signs onto any surface in a manner so as to damage walls, floors, windows, 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 or any materials, substances, equipment or objects which are likely to endanger the life of, or cause bodily injury to, any person on the Facility or which are likely to constitute a hazard to property thereon.
 - g. RENTER shall not permit individuals to smoke inside the Facility, and no tobacco shall be sold or distributed on CITY property.
 - h. RENTER recognizes that the CITY may have representatives present in the Facility during use.
4. **Indemnification.** The RENTER hereby assumes, releases and agrees to indemnify, defend, protect and hold harmless the CITY, its Board members, agents 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.
5. **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.

6. **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.

7. **Attorney's Fees.** Should 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 after same is past due, RENTER agrees to pay for all of DISTRICT's reasonable attorney fees. Fees shall be payable whether for negotiation, trial, or appellate purposes.

8. **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.

RENTER

Name: _____

Phone Number _____

Address _____

Signature: _____

Date _____

Amount of rental fee _____ Date paid _____ Cash _____ Check _____ CC _____

Receipt# _____

Date of rental _____ Venue _____

Key Received by (print) _____ (sign) _____

\$150.00 Cash Deposit Receipt# _____

\$150.00 Cash Deposit Refunded: Date _____ Refunded by _____

Deposit Refunded to (print) _____

Deposit Refunded to (signature) _____