Austell Community Center 2625 Joe Jerkins Boulevard · Austell, Georgia 30106

RENTAL AGREEMENT

IT IS MANDATORY THAT YOUR RENTAL TIMES INCLUDE SET UP.

Day: _____ Date: _____ Time: From _____ am/pm To _____ am/pm Type of Event: _____ Number of people to attend: ______

(We Do Not Allow Teen Functions)

DAMAGE/REPAIR DEPOSIT: A \$200.00 Money Order made payable to the City of Austell will be required at the time of reservation. This will be returned to you via mail when this office receives the attached Check List with an approval signature from the Security person on duty. *There will be no exceptions to this policy*.

CLEANING FEE: A \$100.00 non-refundable cleaning fee will be due ten (10) working days prior to your reservation.

Rental Fee: All rental fees must be paid in full within ten (10) working days prior to your reservation. If you have paid your fees and find that you must cancel your reservation, these fees will be returned to you in accordance with the refund policy as stated in the attached rules and regulations.

Minimum rental time is four (4) hours.

Monday-Friday Rental

| 2 | X | Rate | Hrs. | Amt. Due | Date Due | Payment | Amt. Due | Pd. In Full |
|---|-------------|-------------|------|----------|----------|---------|----------|-------------|
| | SMALL ROOM | \$30.00 per | | | | | | |
| | LARGE ROOM | \$45.00 per | | | | | | |
| | ENTIRE BLDG | \$70.00 per | | | | | | |

Saturday or Sunday Rental

Responsible

| | ENTIRE BLDG | \$145.00 | | | | | |
|--|-------------|----------|--|--|--|--|--|
| | ONLY | per | | | | | |

The undersigned individual(s) agrees to abide by all policies of the City of Austell as stated in the rules and regulations provided to them. It is also understood that violation of any policy would be cause for the individual(s) to be barred from use of the facility and possible loss of deposit. The 'Responsible Party' must be present at the event and check in with the security person on duty.

| Party: | | | | |
|-------------------------------|----------------------|-----------------|--|--|
| Home Phone: () | Work Phone: | Work Phone: () | | |
| Address: | | | | |
| City: | State: | Zip Code: | | |
| Cleaning fee due by: | | Received: | | |
| Deposit received by: | Deposit returned on: | by: | | |
| X | | | | |
| Signature (responsible party) | | City of Austell | | |

CITY OF AUSTELL Community Center Rules and Regulations

PLEASE READ CAREFULLY AND SIGN ON PAGE 4.

- 1. Time of Use: This will be strictly enforced. If extra time is used, there will be a charge for any hour or part thereof.
- 2. Catered Function: If catered, please be sure to allow them enough time to set up, pack up and be ready to exit within your allotted time.
- 3. <u>NO ALCOHOLIC</u> beverages will be permitted on the premises or in the parking lot. Violators may be removed from premises by the Austell Police Department.
- 4. <u>Noise Disturbances</u>: The Lessee is responsible for ensuring that no one in their party violates the City of Austell Noise Ordinance Section 13-1—13-7. Violators may be cited and/or removed from the premises by the Austell Police Department.
- 5. Children cannot be allowed to play in the foyer. An adult must supervise children at all times. No food is to be served or eaten in the foyer.
- 6. Security personnel only must adjust thermostats for heat and air.
- 7. Use of the foyer: The Entire Building must be rented in order to use the foyer.

8. <u>No tape, nails, tacks, staples, or other items shall be used to affix objects or decorations to any</u> portion of the building. To do so will be cause for the City to retain your deposit.

- 9. The Lessee shall be liable for any and all damages, caused through its own act or the acts of anyone visiting the building upon the invitation of said Lessee.
- 10. The Lessee hereby releases said City from any and all damages to persons or property during its use of said building. Lessee also agrees to indemnify and hold harmless the City against any and all claims, which sustained by any person including the Lessee, which may result from use of said building by Lessee. The indemnification herein agreed to by the Lessee shall include indemnification for negligent acts of the City or any of its agents, servants, or employees.
- 11. Lessee accepts the building in good order and repair and agrees to return it to the City in the same condition, normal wear accepted.
- 12. No gasoline, explosives, oils, or other artificial lights shall be permitted in said building. No electricity will be permitted to be used therein, except from the present outlets.

- 13. Lessor reserves the right, without notice, to cancel this lease at anytime whatsoever, if, in the determination of the lessor, cancellation is necessary to protect the health, welfare, morality, or safety of the public, or if the premises is used for any purpose other than that specified in this lease, or if Lessee's use constitutes a nuisance or is any other way in violation of the laws or ordinances of the City of Austell or the State of Georgia. In the event of cancellation of this agreement, Lessee shall have no claim of any character against the Lessor by reason of such cancellation.
- 14. Lessee is not authorized to remove or rearrange furnishings, rugs, or equipment in the foyer area.
- 15. The use of confetti and the release of helium balloon are prohibited.
- 16. With reference to wedding receptions, the throwing of rice is prohibited. Only birdseed can be thrown outside. The Lessee must sweep up the birdseed.
- 17. Chairs and tables must be left free of crumbs or food.
- 18. Tables and chairs may be re- arranged for your function; however, they must be placed back in the same order as they were originally found.
- 19. Sinks must be free from food.
- 20. Garbage is to be bagged and tied.
- 21. The Kitchen is available with rental of Large Room Only.
- 22. Items furnished in kitchen:
 - a. Ice Maker
 - b. 2-Door Refrigerator
 - c. 4-Eye Electric Stove with Oven and Grille
 - d. Garbage Bags
 - e. Dry and Wet Mops
- 23. A governmental entity may use the Community Center one time in any given quarter at no charge. Governmental entities using the Community Center more than one time in a quarter must pay the discounted rate at half price. All Governmental entities must provide proof of the governmental affiliation.
- 24. A cancellation notice is required two (2) weeks prior to the event in order for a refund of deposit to be made to any individual or group.

25. Your Deposit will be returned when the office of Community Affairs receives the attached damage check list that has been approved and signed by the security person on duty.

UPON ARRIVAL THE RESPONSIBLE PARTY MUST PRESENT A COPY OF THIS RESERVATION TO THE SECURITY PERSON ON DUTY WITH PROOF OF IDENTIFICATION

I have read and agree to abide by the terms of these rules and regulations of this agreement.

I further understand that City Security along with the Austell Police reserve the right to stop any event and request that the facility be vacated for reasons relating to the use of alcohol anywhere on the premises or parking lot, loud/boisterous/unruly behavior or music, over-crowding of the facility (250+ people) or misrepresentation of the type of event the facility will be used for.

In the event you are asked to leave the facility for any of the above reasons, you will forfeit all fees previously paid including your security/damage deposit.

Signature of Responsible Party

Witness

Date