

RANDY NEWMAN COMMUNITY CENTER

Rental Agreement

This agreement defines the terms and conditions under which The City of Brooklet (the "CITY" and _____ (the CLIENT") agree to the CLIENT'S use of the Randy Newman Community Center and covered pavilion.

I. CONTACT INFORMATION

CLIENT Name: _____

Address: _____

Telephone No: (H) _____ (W) _____ (C) _____

E-Mail Address: _____

Proposed Event Type: _____

Date(s) of Rental: _____

Hours of Rental: Date/Start time: _____ Date/End Time: _____

Approximate Number of Guests: _____ (Not to Exceed 150)

*****ALL CONSIDERATIONS IN THIS RENTAL AGREEMENT ARE SUBJECT TO FIRST COME , FIRST SERVE.*****

The indoor facilities are NON SMOKING and the entire facility is to remain ALCOHOL FREE.

II. City of Brooklet Responsibility

The Randy Newman Community Building and covered pavilion is available for rent Monday through Sunday between 8:00 a.m. and 10 p.m.

Rental Amenities:

- The Multi-Purpose Room is 2800 sq feet with a 1200 sq foot covered pavilion attached.
 - A full kitchen with caterer prep area
 - Men's and Women's bathrooms
 - (15) 6 foot rectangular tables
 - 150 folding chairs
 - Computer, Projector and Screen
 - Free Wireless Internet provided by Bulloch Telephone Co
- Rental Time **MUST** include set up and clean up time

Rental Charges (Monday -Sunday):

4 hours (½ day)

\$175

8+ hours (Full day) \$275

Hourly rate \$40

Pavilion Rental:

\$10/Space

Spaces are 10x10 in size

Special Rates (\$100) for:

- Kiwanis Club
- BCDA
- Brooklet Elementary, SEB Middle School and SEB High School activities
- City Employees

This rate is for activities exclusive of fairs, festivals and other special events

Damage/Security Deposit:

All Rentals will be subject to a \$150 Security Deposit. \$25 will be kept for normal cleaning purposes. Additional cleaning/repairs will be billed to the deposit.

2. Alcoholic Beverages

Alcoholic Beverages are prohibited on the grounds of the Randy Newman Community Center and Festival Grounds. Any CLIENT found to have used or using alcoholic beverages will automatically forfeit their security deposit and their event terminated.

b. Damage.

The CLIENT shall be responsible for any damage done to any to the facility, by the CLIENT and/or CLIENT's agents, contractors, guests, invitees, licensees, employees, caterers, food preparers and/or servers, vendors or any other individual or entity affiliated with CLIENT's event ("Client's Affiliates").

c. Security/Supervisory Personnel.

The CLIENT acknowledges and consents to the Brooklet Police Department monitoring, overseeing and/or supervising CLIENT's activities on the premises, before, during and after CLIENT's event. The CLIENT acknowledges and agrees the Brooklet Police Department may perform this supervisory right. Such determination as to whether Brooklet Police Department shall exercise this supervisory right shall be in the sole discretion of the CITY and may be based in part upon the availability of representatives as well as the nature of the event.

d. Set-up and Clean-up.

Set-up and clean-up are the sole responsibility of the CLIENT. A "Clean-Up Checklist" and "Set Up/Decorating Guidelines" are attached to this Agreement. CLIENT shall be required to perform all items noted on the Clean-Up Checklist, and shall be required to fully comply with the Set Up/Decorating Guidelines.

e. Maintenance of Premises.

CLIENT agrees to maintain the premises in a clean and safe manner, ensuring that it is kept clean and free of litter, hazards, hindrances and/or obstructions of any kind whatsoever.

IV. Termination.

a. Termination by Client. In the event the CLIENT should cancel the event upon which this Agreement is based, or terminate this Agreement for any reason, all deposits and payments made under this Agreement are non-refundable and will be retained by the CITY.

b. Termination by the CITY- Breach of Agreement. The City of Brooklet shall have the right to terminate this Agreement if the CLIENT breaches any term of the Agreement, in which case all deposits and payments made under this Agreement are non-refundable and shall be retained by the CITY.

V. Weather/Acts of God

The CLIENT is responsible for making arrangements for inclement weather. The CLIENT is welcome to rent additional shelter if they deem necessary. The CITY will refund money for events that are cancelled due to "Acts of God"; however, the CLIENT's event may be rescheduled pending availability. Although the CITY has established this policy allowing events to be rescheduled, independent catering companies or other vendors make their own decisions regarding food and other costs. The CITY assumes no liability for any cancellation fees or other costs incurred by CLIENT from third-party service suppliers in the event of Acts of God or inclement weather.

VI. Agricultural Area

The Randy Newman Community and Festival Grounds is located in an agricultural area. Although unlikely, in the event that any nearby farming/agricultural practices affect CLIENT's event in any way, whether by sound, scent or any other agricultural-related cause, CLIENT acknowledges that the CITY cannot control and bears no responsibility for any such farming/agricultural practices or the impact of such practices upon CLIENT's event.

VII. Personal Property

In no event shall the CITY and/or its owners, managers, officers, employees or agents have any liability for damage occurring to or the loss or theft of any property of CLIENT and/or Client's Affiliates whether prior to, during or after CLIENT's event. Any property left on premise after "keys" are returned to City Hall shall become property of the City of Brooklet

VIII. Limitation of Liability.

In no event shall the aggregate liability of the CITY and/or its owners, managers, officers, employees, agents, heirs or assigns, arising out of or in any way related to the terms of this Agreement, whether in contract or tort, or under any other theory of liability, exceed the total amount paid by CLIENT to CITY pursuant to Section III hereunder.

IX. Exclusion of Consequential and Related Damages.

In no event shall the CITY and/or its owners, managers, officers, employees or agents, have any liability arising out of or in any way related to this Agreement, for any indirect, special, incidental, consequential, or punitive damages, however caused, whether in contract, tort or under any other theory of liability.

X. Indemnification.

CLIENT hereby indemnifies and agrees to defend and hold harmless the CITY and/or its owners, managers, officers, employees, agents, heirs or assigns, from and against any and all claims, demands, losses, costs (including, without limitation, court costs and attorney's fees), settlements, suits, actions, expenses, damage or liabilities of any kind due to: (1) any breach of this Agreement by CLIENT; and/or (2) any act or omission of the CLIENT and/or CLIENT'S AFFILIATES arising out of or in any way related to this Agreement.

XI. Miscellaneous.

- a. This Agreement, including all Exhibits hereto (which are incorporated herein by this reference), constitutes the entire agreement and understanding between the parties concerning the subject matter hereof. No waiver, termination, or discharge of this Agreement (or any of the terms or provisions hereof) shall be binding upon either party hereto unless confirmed in writing. This Agreement may not be modified or amended except by a writing executed by both parties hereto. No waiver by either party hereto of any term or provision of this Agreement or any default hereunder shall affect such party's rights thereafter to strictly enforce such term or provision or to exercise any right or remedy in the event of any other default, whether or not similar.
- b. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.
- c. Clients may not assign this Agreement, in whole or in part, without the prior written Consent of the CITY.
- d. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.
- e. If any provision of this Agreement shall be held void, voidable, invalid or inoperative, no other provision of this Agreement shall be affected as a result thereof, and accordingly, the remaining provisions of this Agreement shall remain in full force and effect as though such void, voidable, invalid or inoperative provision had not been contained herein.

The PARTIES have caused this AGREEMENT to be executed by their duly authorized representatives as of this ___ day of _____, 20__.

Client Name (Signature)

Date

City of Brooklet (Signature)

Date

Clean Up Checklist

1. _____ All trash is disposed of in bins located outside the double doors in the back right of the center. **Trash Cans should be wheeled out and placed beside the road with handle facing in**
2. _____ Caterer Prep area, appliances, all tables/chairs are cleaned and all items are removed.
3. _____ Return all furniture or objects that are property of the CITY to their original location.
4. _____ Remove all personal items and décor.
5. _____ Sweep and mop floors of the center to remove all dirt and debris.
6. _____ Ensure all Lights are turned off and AC is set to the recommended temperature, lock all doors
7. _____ Return Key to City Hall or Drop in "Payments" Drop box if after hours. Keys must be returned the same day as the end of contract.

Setup/Decorating Guidelines

1. Use of candles is permitted as long as candles are contained or enclosed in glass and extinguish upon departure.
2. The use of nails/tape on the walls (interior or exterior) is prohibited. Command Strips may be used, renter is liable for any and all damage associated with decorations.
3. All Fireworks are prohibited.
4. Confetti and/or Glitter is not permitted. Bird seed may be used if desired.
5. No additional outside lighting may be used that is in excess of 100 watts per bulb.
6. No items may be hung from ceiling grids
7. Any questions related to decorations may be directed to City Hall.

I have read and agree to abide by the cleanup checklist and setup guidelines.

CLIENT Signature

Date

Revised: 01/01/2022