

FACILITY RENTAL AGREEMENT

STATE OF GEORGIA
COUNTY OF BARROW

_____ COMMUNITY CENTER
_____ HILLMAN BUILDING, PARK ST
_____ FURR LANE

This Agreement entered into this ____ day of _____, 20____, by and between the City of Statham, Georgia (hereinafter referred to as the “City”) and _____ (hereinafter referred to as the “Renter”).

WHEREAS, the City makes available for rent its Community Building for activities of benefit to the community; and

WHEREAS, the Renter is desirous to rent the Community Building pursuant to the terms of this Agreement;

NOW, THEREFORE, in consideration of the fees outlined herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Date of rental: _____
Time of rental: _____ to _____ (____ hours)

2. Fee Schedule:
____ Inside City Resident: \$75.00 for first 4 hours; \$25 for each additional hour;
All day rental (not to exceed 8 hours) \$175.00

____ Outside City (Non-Resident): \$200.00 for first 4 hours; \$50.00 for each additional hour; All day rental (not to exceed 8 hours) \$400.00

Deposit (inside or outside): \$150.00 CASH to be paid when key is picked up and contract signed. When key is returned to City Hall \$125.00 will be returned if facility passes inspection.

3. Renter agrees as follows:
 - (a) \$125.00 of the deposit will be refunded except under the following circumstances;
 - (i) There is damage to the facility, furnishings, or grounds of the City;
 - (ii) The facility’s furnishings and grounds are not left in a clean condition at the conclusion of the rental period;
 - (iii) Any rental guest or invitee 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 and damage deposit.
 - (iv) The key is not returned after the event.

- (v) Inventory from kitchen or meeting room is missing or damaged.
- 3. The full amount of the rental fee shall be paid at the signing of this Agreement.
- 4. All checks shall be made payable to the City of Statham.
- 5. Rental hours identified above include all necessary time for preparation prior to the event itself, and post-event take down and clean up.
- 6. The renter shall indemnify and hold harmless the City, its agents, employees, and officials from and against any and all claims, actions, damages, losses, and liabilities of any kind whatsoever, whether or not attributable to the negligence of the Renter, its agents, contractors, or employees for any claim arising out of the Renter's use or occupancy of the Community Building.
- 7. The Renter acknowledges and agrees that the Renter is encouraged to examine and inspect the City facilities, to assess their condition, suitability, and fitness for the Renter's permitted use. **RENTER ACKNOWLEDGES AND AGREES THAT THE CITY MAKES NO EXPRESSED OR IMPLIED WARRANTIES OF ANY KIND OR NATURE WHATSOEVER, INCLUDING WITHOUT LIMITATION, ANY EXPRESSED OR IMPLIED WARRANTIES OF SUITABILITY OF FITNESS FOR ANY PARTICULAR PURPOSE OR FUNCTION. THE RIGHT TO USE CITY FACILITIES IS GRANTED ON AN "AS IS" AND "WHERE IS" BASIS ONLY.** Renter further acknowledges that the relationship between the parties is not that between the landlord and tenant as defined in Georgia law.
- 8. Time is of the essence of this Agreement.
- 9. The Statham Community Building rules are attached hereto and made a part of this Agreement.
- 10. The terms and conditions in this Agreement are governed by and shall be construed, interpreted and enforced in accordance with the laws of the State of Georgia.

City of Statham

User's Name

Date

User – Address/Phone No.

Amount of rental fee: _____ Date paid: _____ Cash ___ Check ___ Receipt # _____

\$150.00 cash deposit paid. Receipt # _____. \$125.00 cash deposit refunded; date _____

Key # _____ received by: _____
Date: _____