

FACILITY RENTAL AGREEMENT  
(For Individuals)

THIS AGREEMENT is made by and between \_\_\_\_\_, herein after called "RENTER" and the CITY OF ACWORTH, acting herein after by and through its Mayor, herein after called "CITY."

The above referenced parties agree as follows:

1.

CITY hereby authorizes RENTER to use the Farm House at Logan Farm Park located at 4756 Logan Road, Acworth, Georgia, 30101, herein after called the "FACILITY", on the following date(s) and times:

Date(s): \_\_\_\_\_

Start Time: \_\_\_\_\_

End Time: \_\_\_\_\_

2.

RENTER agrees to:

- a) Keep any amplified sound at a reasonable level between permitted hours. No amplified sound permitted outside of the FACILITY between the hours of 9:00 p.m. and 9:00 a.m. No amplified sound permitted inside of the FACILITY between the hours of 11:00 p.m. and 9:00 a.m.
- b) Not bring in any outside food or alcoholic beverages. RENTER must use a caterer from the CITY's approved list for food and alcoholic beverages. Bringing in outside non-alcoholic beverages is permitted. Alcoholic beverages should be kept within the containment area.
- c) No smoking inside of the FACILITY or on the decks.
- d) Comply with all applicable Federal, State and local ordinances.
- e) Return the FACILITY to its previous condition which includes tables and chairs put back into the storage room, clean, remove all trash from the FACILITY and place in ninety-five (95) gallon roll carts, replace trash bags in interior receptacles, set alarm before exiting, and lock and secure all exterior doors. Spills should be cleaned up immediately. No chemicals are to be used on the floors. Hardwood floors should be swept, not mopped.
- f) Not put anything on the walls or floors that include, but are not limited to, pins, tape, nails, screws, confetti, glitter, or any other adhesives or décor similar in nature.
- g) Not remove the gate at the bottom of the stairs or allow anyone to go up the steps.

- h) Not reserve any parking spaces for the event and that parking is not guaranteed with the rental.
- i) Pick up the key by 5:00 p.m. at the Parks, Recreation, and Community Resources Department's Administrative Offices by 5:00 p.m. of the last business day prior to the rental. The key will need to be placed in the drop box after the rental ends.
- j) Not enter the FACILITY before the start time or stay in the FACILITY longer than the end time.
- k) Not take any city-provided chairs outside of the FACILITY with the exception of the decks. Chairs must be brought in by RENTER for events on vegetated areas.
- l) To use an approved tent company for any tents exceeding two hundred and fifty (250) square feet. Tents cannot be mounted with stakes or anything that penetrates the ground.

CITY agrees to:

- a) Provide eighty-eight (88) folding chairs, four (4) six foot rectangle tables, and twelve (12) sixty (60) inch round tables.
- b) Provide four (4), 95 gallon roll carts for disposal of trash.
- c) Provide a broom, trash bags, toilet paper, paper towels (for restroom), dust pan, and mop (for tile).

3.

RENTER shall be responsible for any vandalism or misuse of FACILITY during rental. RENTER agrees to provide adequate supervision to prevent the use of its equipment or improvements by unauthorized persons or at unauthorized times, RENTER, will be responsible for any damages to facilities beyond what could be considered normal wear and tear occurring as a result of the event. Further, RENTER agrees to conduct the event in a proper manner and to enforce, by reasonable rules and regulations, good conduct on the part of all participants, spectators, and other persons, and RENTER shall exclude or eject all undesirable persons.

4.

RENTER agrees to pay CITY half of the rental fee and sign this agreement at the time of reservation. This first payment is non-refundable. A \$250.00 security deposit and final balance payment is due to the CITY two (2) weeks prior to the rental. Failure to do so may result in cancellation of the rental. Once the final payment has been made, it is non-refundable. In the event of a cancellation after final payment, the security deposit may be refunded. Contingent upon the RENTER meeting all terms of this contract, the security deposit will be returned within three (3) weeks of the rental. Failure to comply with the terms of this contract may result in a forfeiture of all or a portion of the security deposit. In the event of a double booking, the first renter to have booked the FACILITY will have priority. A full refund will be issued to RENTER if they are the second party to rent the FACILITY.

5.

RENTER agrees to indemnify and hold CITY, its officers, directors, agents, servants, and employees harmless from any and all claims, demands, suits, actions, or causes of action for injury or damage to person or property arising out of, on, or in any way connected with RENTER's use of the FACILITY. If applicable, RENTER is responsible for including the necessary verbiage on any and all waivers signed by sponsors, participants, and volunteers that will relieve the CITY from any liability pertaining to rental and insure all said parties complete the waiver prior to participation.

6.

Failure by RENTER to provide CITY any applicable fees, deposits, or other stipulated terms listed herein, shall constitute termination of this agreement.

7.

All notices by RENTER to CITY shall be in writing and effective when delivered to CITY or mailed by certified United States mail, return receipt requested at the address shown below RENTER's signature. All notices by RENTER to CITY shall be in writing and effective when delivered to CITY or mailed by certified United States mail, return receipt requested to CITY, attention Parks, Recreation, and Community Resource Director, at the address shown below the CITY signature. Email communication is an acceptable alternative.

8.

This Agreement may not be assigned by either party without the prior written consent of the other party.

9.

The laws of the state of Georgia shall govern this agreement.

This Agreement shall be binding upon the parties hereto.

WITNESS OUR HANDS this \_\_\_\_\_ day of \_\_\_\_\_

RENTER

City of Acworth

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_  
Street Address

4415 Senator Russell Avenue

Acworth, Georgia, 30101