

TOWN OF SHARPSBURG
105 Main Street
Post Office Box 397
Sharpsburg, GA 30277

RENTAL AGREEMENT

The Sharpsburg Recreation Center (hereinafter referred to as the "Building") is available for rent from the Town Council of the Town of Sharpsburg (hereinafter referred to as the "Town") for use by the public, subject to the terms and conditions of this Rental Agreement and the attached Rules and Regulations (hereinafter collectively referred to as the Rental Agreement").

- A. The Building is available for rent between the hours of 4 p.m. to midnight daily and may be rented by any individual of at least twenty-one years of age on either his/her own behalf or on behalf of a group (hereinafter the "Renter").
- B. In the event a rental request is approved by the Town, the Renter must make payment in full of the Rent (as hereinafter defined) and must execute this Rental Agreement. A Rental Agreement without the signature of the Renter and/or payment in full of the Rent is not valid.
- C. The Building is available for rent between the hours of 4 p.m. to midnight for a fee of Two Hundred Fifty (\$250.00) Dollars per daily event, or from 10 a.m. to midnight for a fee of Three Hundred Dollars (\$300.00) Dollars per daily event, (hereinafter the "Rent"). All activity within the Building must cease no later than midnight, at which time the Renter must clean the Building, returning it to its pre-rental condition. Cleaning must be completed no later than 1:00 a.m. and the Building and parking area must be vacated no later than 1:00a.m. For any function running beyond midnight and/or requiring cleaning beyond 1:00 a.m., the Renter shall be charged an additional Fifty (\$50.00) Dollars for each full/partial hour (hereinafter the "Overage Rent") until the Building and parking areas are completely vacated.
- D. A refundable security deposit in the amount of One Hundred Fifty (\$150.00) Dollars (hereinafter the "Security Deposit") is required at the time the key is given to the Renter. The Security Deposit is refundable ONLY after the key is returned to the Town and the Building has been inspected by the Town and determined to be in the same condition in which it was rented. If the keys are not returned to the Town by the end of the first business day following the rental date, the Security Deposit will be forfeited and used for the purpose of rekeying the locks of the Building.
- E. In the event the Building is to be rented for any event in which the attendees are charged in order to gain entrance or participate, or for any event in which the attendees are charged for products being sold (i.e. food, arts and crafts items, coins, etc.), the Renter shall be required to pay Rent as stated above plus Fifty (\$50.00) Dollars per day.
- F. In the event the Building is rented for instructional classes (arts and crafts, dance, exercise, etc.) the instructor is required to pay rent based on an amount set by the Mayor and Council. This fee is due at the end of each month and must be accompanied by a listing of the student names and the fees charged for each day the building is used for such instruction.

- G. Any Overage Rent due from Renter must be paid to Town by the end of the first business day following the rental date or the Security Deposit will be forfeited.
- H. The maximum number of persons present at any one time during any portion of the rental period is 150.
- I. All activities are to occur inside the Building unless otherwise previously approved by the Town and noted in the Rental Agreement.
- J. The Renter must be present throughout the rental period until such time as the Building is cleaned and locked.
- K. Adult supervision of underage children is required at all times. If a function will be attended by children under twenty-one years of age, one (1) adult chaperone is required for every twelve (12) children present.
- L. NO PETS are allowed in the Building.
- M. The Renter is responsible for insuring that all persons present in the Building and parking area comply with all applicable Town ordinances. Any expenses(s) incurred by the Town as a result of violations of the applicable Town ordinances will be charged to and paid by the Renter.
- N. Any expense(s) incurred by the Town as a result of violations of the Rental Agreement or Rules and Regulations will be charged to and paid by the Renter.
- O. The Renter is responsible for any damage to the floor coverings, walls, tables, chairs, furnishings, fixtures, plumbing, electrical, kitchen equipment, audio/visual equipment, landscaping or any other interior or exterior content, furnishings or fixtures of the Building, grounds or parking areas. Intentional damage or damage which occurs due to neglect could result in legal action.
- P. The Town reserves the right to refuse the rental/use of the Building to any individual or group that has on a previous occasion failed to comply with any of the terms and/or conditions set forth in the Rental Agreement or the Rules and Regulations.
- Q. Any request to cancel the Rental Agreement must be made in writing by the Renter. A cancellation fee equal to fifty (50%) percent of the rental fee will be charged in the event the Rental Agreement is cancelled less than fourteen (14) days in advance of the reserved date. The full rental fee will be charged in the event the Rental Agreement is cancelled less than forty-eight (48) hours in advance of the reserved date.
- R. There may be NO GAMBLING. There may be NO DRUGS. NO ILLEGAL ACTIVITIES of any kind will be permitted. In the event the police, sheriff or other such authorities are contacted for any reason by which the Renter is responsible, the Building shall be immediately vacated and locked and the Renter shall forfeit the Security Deposit.
- S. NO FIREARMS of any kind or type are permitted in the Building or on the premises.
- T. In the event alcohol is to be consumed/served, a special deposit may be required by the Town. There may be NO ALCOHOL consumed by or supplied to minors or to obviously

intoxicated persons. There may be NO SALE OF ALCOHOL. Alcohol may be served ONLY to and by responsible adults who are invited guests or attendees of the Renter. No intoxicated person will be allowed to leave the Building as the driver of a vehicle. All state laws and applicable ordinances must be complied with when serving alcohol and all licenses and permits must be obtained by the Renter.

U. In the event of a disaster, the Building may serve as an American Red Cross Disaster Shelter. If the American Red Cross should require, and subsequently takeover the use of the Building as a Disaster Shelter, any reservations during such period of time shall be immediately null and void and all monies previously collected from any Renter pursuant to a Rental Agreement shall be refunded in full.

I have fully read and understand the Rental Agreement and the Rules and Regulations attached thereto. As the Renter, I acknowledge that I am solely responsible to the Town for any injury or damage that results from the failure of myself or others present to adhere to the terms and conditions of the Rental Agreement and the Rules and Regulations and I understand that non-compliance may lead to the forfeiture of the Security Deposit.

Further, by executing below I agree to indemnify and hold harmless the Town of Sharpsburg and its Town Council from any claims, including damages, judgment and/or attorneys fees, brought by the undersigned, an invitee or any third party resulting from injuries occurring within or about the Building premises which are not solely caused by the intentional or wrongful conduct or grossly negligent conduct of the Town.

Printed Name of Renter

Signature of Renter

Street Address

Date Signed

City, State, Zip Code

Telephone

Rental Date Requested _____

From _____ to _____

Rental Fee _____

TOWN OF SHARPSBURG

RULES AND REGULATIONS (to accompany Rental Agreement)

1. Absolutely NO SMOKING in the Building. Smoking is permitted ONLY outside the Building.
2. No decorations may be hung, taped, stapled, nailed or otherwise affixed to the walls or ceilings of the Building and all decorations must be removed as a part of the cleaning process. No pictures or fixtures may be removed from the walls or ceilings of the building.
3. No glitter, confetti, rice, birdseed, petals, etc. may be tossed in the Building or in the parking area. Wedding bubbles may be used ONLY outside the Building.
4. The Renter is responsible for setting up the room and arranging the chairs, tables, etc. to suit the function needs. The Renter is responsible for returning the room to the way it was originally found, including placement of chairs, tables, etc.
5. All food must be prepared off-site. No cooking is permitted on the premises, although food that has been previously prepared may be reheated or warmed on the stove or in the microwave or in crock pots or other electric warming dishes. No food may be reheated or warmed over an open flame or sterno.
6. All supplies such as tablecloths, glasses, china, silverware, paper towels, trash bags, etc. must be provided by the Renter.
7. Bar set-ups must be approved PRIOR to any function. Special precautions must be taken to prevent coolers, etc from leaking water onto the flooring. NO KEGS will be permitted in the Building. All beverages must be served from bottles and/or cans, plastic or metal containers. The Renter must provide the necessary materials to prevent damage due to leakage. All furniture and furnishings must be protected from damage.
8. Any liquid or food spills must be cleaned immediately by Renter. Brooms and mops are located in the storage room.
9. Garbage and trash, including gift paper and leftover food, etc., must be securely wrapped in an airtight bag and placed in the dumpster by the Renter.
10. The tables and chairs must be wiped clean and stored in the proper place. Kitchen counters must be cleared and cleaned and the Building spaces must be left free of spills, food, crumbs, leftovers, etc.
11. The Town is not responsible for any personal items or materials brought or left by the Renter.
12. In the even a caterer and/or florist or other vendor (hereinafter "Vendor") is used for an event which will take place in the Building, each Vendor must acknowledge and agree to comply with the within Rules and Regulations. Every Vendor must have a current business license.

Signature of Renter