

875 Woodstock, LLC  
2145 Duluth Highway – Duluth – GA 30097

## **FACILITY APPLICATION, CONTRACT AND RENTAL GUIDELINES**



General Purpose/Classroom



Meeting Room

All groups or individuals desiring to reserve space must complete a Facility Rental Application and Contract. The application must be signed on behalf of the individual or group entering into the rental contract, hereinafter referred to as the “Renter”. We reserve the right to reject applications for activities or events deemed not in the spirit of, or in the best interest of the protection and security of the buildings, grounds and general public.

This Agreement is subject to all applicable federal, state, and local laws, including health and safety codes, alcoholic beverage control laws, etc. Both parties agree to cooperate with the other to ensure compliance with such laws.

The applicant shall return the signed contract along with a 50% nonrefundable deposit within two weeks of requesting the reservation. The balance of the rental fee and a security deposit of \$250 along with any other applicable fee(s) will be due 7 days prior to the scheduled event. The security deposit will be refunded in full after your event if no damages occur. Event cancellations must be received in writing 7 days prior to the scheduled event date. Cancellations less than 7 days prior to the event will result in the loss of the entire rental fee.

Do not advertise that your event is being until you have a signed contract and confirmation. In the case of severe weather, we may terminate any event where it is determined such weather presents an eminent danger to guests or property. In such a case where the event has been cancelled in its entirety or for the majority of the rented period, will make every attempt to assist in rescheduling or provide a full or prorated refund.

### **FOOD AND BEVERAGE**

The grounds and buildings including the kitchen facilities are available for food preparation and storage by groups or individuals. Groups may use their own caterer provided the caterer agrees to be responsible for all setup and cleanup of all affected areas during the event.

### **ALCOHOLIC BEVERAGES**

The consumption or use of alcoholic beverages is permitted. It is required that all groups or individuals abide by all current Georgia Liquor Laws and assume all responsibility for violations of said laws. Proof that the renting entity has obtained insurance which indemnifies “875 Woodstock” must be presented at least one (1) week prior to your event. Serving of alcohol will terminate no less than 30 minutes prior to the scheduled event ending time. The renter, caterer, or staff reserves the right to refrain from serving any individual based on behavior or actions related to intoxication or suspected intoxication. Events with alcohol as a component will require the presence of a security officer for the duration of the event at a separate rate of \$25.00 per hour with said payment made directly to the officer. Alcohol is to be confined to the rental area(s) and must not leave the premises. The “renter” is responsible for assuring their guests arrive home safely.

Events with an admission charge in which alcohol will be served or with a cash bar, must have a liquor permit and liability insurance. A copy of the permit and insurance certificate must be on file at “875 Woodstock” no later than one (1) week prior to the event date. Failure to have this information will result in the absence of alcohol during the event. The “renter” is required to abide by all current Georgia Liquor Laws and assume all responsibility for violations of said laws.

### **MAINTENANCE AND SECURITY**

Administrative staff person will be on site during all daytime events. Evening and weekend events will require the usage of a staff member for the duration of the event at a separate rate of \$25.00 per hour with said payment made directly to the staff member.

Event set up is to be coordinated with us prior to the event date. In the event that any part of the rented facility or grounds are damaged by the “renter” or event attendees, the “renter” will be fully responsible for all costs associated with returning the facility or grounds to its original condition inclusive of any expenses incurred in recovering said sums including reasonable attorney’s fees. We are not responsible for lost, stolen or damaged personal property.

In addition, the following facility use policies are to be obeyed along with all Federal, State and local laws:

- No smoking is permitted in any buildings. Guests wishing to smoke shall do so outside building entrances but must not block or congregate in doorways and shall discard all cigarettes, cigars or pipe tobacco in designated receptacles.
- Gas grills are permitted on the outside grounds.
- No pets are allowed on the grounds.
- No feeding of the wildlife is permitted.
- No bike riding, rollerblading or ball playing on grounds.
- Do not pick flowers or other vegetation.
- No open flames are allowed in the building. Only smokeless, drip less candles are permitted in the buildings and must be inside a fireproof container.
- Helium balloons are only allowed inside buildings.
- Bubbles may be used outside only.
- No decorations may be attached to any walls, pillars or other structures within the buildings.
- Any public address or other amplified sound equipment or lighting used must not be a nuisance to adjacent neighbors.
- The “renter” and their guests are to be responsible for their children and said children's behavior.
- All public advertising of the event is to receive prior approval.
- Any equipment rental arrangements, large decorations, musical equipment and other large items being brought into the event, must be cleared through us at least seven (7) days prior to the event date. Items for the event may not be delivered prior to the contracted event date. The staff is prohibited from loading/unloading, moving, or conveying any deliveries, equipment, or decorations.
- All setups that are designed by the individual and not worked through the caterer must be submitted in writing no later than 7 days prior to event date. We may require a meeting to review the setup.
- All decorations, equipment or other items provided by the “renter” are to be removed immediately following the event.

A company representative may enter the premises at any time during the event. Violations of terms and conditions for facility use may result in the immediate termination of the event if such violation is determined to be of a serious nature that presents an unsafe environment or threat to persons and property. In case of such termination there will be no refund of any fees received.

## **INDEMNIFICATION**

The “renter” reserving spaces(s) agrees to indemnify, hold harmless, save harmless and defend “875 Woodstock” against any and all claims, damages, demands, costs and expenses, including reasonable attorney’s fees for the defense thereof, arising from any breach or default on the part of the contracting party in the performance of any of the terms and conditions of this document or arising from any act of negligence or fault of their guests. Further, the “Renter” agrees that in the event they require their guests, licensees, or participants to execute a waiver, release or form concerning the “renter’s” liability to such individuals, or causes such form to be delivered to the “renter”, the contracting party shall also include us as a party to such waiver, release or form, to the same extent and capacity as the “Renter”.

## **INSURANCE**

The Renter may be required to have liability coverage specific to the permitted event. If required, each insured shall be considered primary with regards to any insurance maintained by “875 Woodstock” and shall name “875 Woodstock” as additional insured and provide coverage for bodily injury (including loss of life) and property damage. When requested, a Certificate of Insurance must be submitted to the “875 Woodstock” no later than 7 days prior to the event with said certificate must contain a 7 day notice of cancellation provision. Individuals or groups should contact their homeowners, renters or business insurance for appropriate coverage.

## **SPECIAL NEEDS**

Should you or your guests require special accommodations with regard to access for the physically challenged or the elderly every reasonable effort has been made to ensure their full participation and enjoyment. Please share these needs during the application process, if known, or convey as soon as possible so arrangements may be made and considered in the event design. Any additional costs associated with special accommodations will be the responsibility of the “renter”.

## **INSPECTION**

The “renter” acknowledges and agrees that the “renter” is encouraged to examine and inspect the “875 Woodstock” facilities, to assess the condition, suitability, and fitness for the “renter’s” permitted use. **“RENTER” ACKNOWLEDGES AND AGREES THAT “875 Woodstock” 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 “875 Woodstock” 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.

**FORCE MAJEURE**

No Party shall be liable for any failure to perform its obligations where such failure is as a result of Acts of Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity or telephone service. "Any Party asserting Force Majeure as an excuse shall have the burden of proving that reasonable steps were taken (under the circumstances) to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other Party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated."

Any deviation from the terms and conditions of this contract must be received in writing and approved by "875 Woodstock".

**Facility Rental Fees**

Class Room—Maximum Occupancy: 85  
Half Day—\$300 Full Day—\$500

Rental Rates include tables/chairs, use of audio/visual equipment and use of kitchen. Free parking.

Conference Room—Maximum Occupancy: 25  
Hourly—\$50 per hour Half Day—\$150 Full Day—\$300

Rental Rates include: conference table/chairs and use of kitchen. No audio/video equipment is available. Free Parking.

Parking capacity 100 cars. Total capacity will depend on the type of setup being used. All events must be completed by 12:00 midnight on Friday and Saturday, and 11:00 PM Sunday through Thursday.

"875 Woodstock"  
**RESERVATION FORM**

Name: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**Class Room—Maximum Occupancy: 85**

Half Day—\$300  Full Day—\$500

Date: \_\_\_\_\_ Time: \_\_\_\_\_ Number of Attendees: \_\_\_\_\_

*Rental Rates include tables/chairs, use of audio/visual equipment and use of kitchen. Free parking.*

Please check the audio/video equipment needed:

- Computer (PC)  Wireless Connection  DVD/CD  Speaker/Podium
- Overhead Projector  Lapel Microphone

**Conference Room—Maximum Occupancy: 25**

Hourly—\$50 per hour  Half Day—\$150  Full Day—\$300

Date: \_\_\_\_\_ Time: \_\_\_\_\_ Number of Attendees: \_\_\_\_\_

*Rental Rates include: conference table/chairs and use of kitchen. No audio/video equipment is available. Free Parking*

I agree to abide by the rental policies and guideline of "875 Woodstock".

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

(note: please mail the completed form with 50% deposit payable to "875 Woodstock". Mail to: 2145 Duluth Highway, Duluth, GA 30097)