

CITY OF HAHIRA COMMUNITY CENTER RENTAL AGREEMENT AND POLICY

This Agreement, made by and between the City of Hahira (hereinafter "City) and _____ (hereinafter "Renter or User"), and in consideration of the use of the City of Hahira Community Center and grounds, 215 Randall Street (hereinafter "premises") of the City, the parties hereby agree as follows:

APPLICATION DATE:	DEPOSIT RECEIVED:	CK.#:
RENTER'S NAME:		
MAILING ADDRESS:		
CITY:	STATE:	ZIP CODE:
DAYTIME PHONE:	EVENING PHONE:	
EMAIL ADDRESS:		
CONTACT PERSON AT EVENT:		
DESCRIPTION OF EVENT (DINNER, PARTY, ETC.):		
DATE OF RENTAL:	TIME IN*:	TIME OUT*:
(*NOTE: TIMES SHOULD INCLUDE ANTICIPATED SET UP AND CLEAN UP TIME)		

RENTAL FEE SCHEDULE

NON-PROFIT ORGANIZATIONS:	\$35.00
CITY OF HAHIRA UTILITY CUSTOMERS:	\$50.00
NON-UTILITY CUSTOMERS:	\$75.00

Please assist us to keep the premises clean and in good repair. We ask that you leave the premises in the condition in which you found it. Thank you.

(Deposit fee, if applicable) A deposit in the amount of \$100 will be required at the time of rental. At the discretion of the City, any damaged and/or unclean state of the premises found after rental period is concluded may result in a forfeiture of the deposit.

City Contact Person: Lisa Mashburn, City Clerk
Telephone: (229) 794-2330

RENTAL AGREEMENT TERMS

-INITIAL UNDERSTANDING BY EACH TERM LISTED-

- _____ The renter agrees to clean up and vacate the premises immediately after Event, but no later than 10:00 PM depending upon the term of the agreement. Activities are subject to all public ordinances, including, but not limited to, the noise ordinance of the City of Hahira Code.

- _____The Renter agrees to pay all fees and security deposits in advance as required by the City of Hahira. Deposit is required in order to reserve a date.
- _____Deposit and rental payment shall be made with separate checks.
- _____The agreement is subject to the Recreation Center Policy, as provided and attached herein, concerning the use of the facilities of the City.
- _____Before entering and departing the premises for the term of this agreement, the Renter agrees to inspect and return to initial condition (SEE CHECKLIST ATTACHED). Entry by renter or anyone of his/her party constitutes acceptance of the premises and acknowledgment that same are in safe condition. Failure to leave the premises in a clean condition will result in the charge of reasonable fees for cleanup and/or forfeiture of the deposit.
- _____Reservations are on a first come basis at City Hall. City sponsored functions will take precedence over any use of the premises, including paid reservations. The City will give as much notice as possible in the event the City needs use of the building. Should that incident occur, all fees paid by the users will be returned. Except in the case of extreme emergencies, the City will try to give at least two (2) weeks notice. The User agrees that the City will not be held liable in any way for any type of loss, financial or otherwise, should the City cancel the reservation for any reason at any time.
- _____Renter shall designate a responsible person(s) to supervise the Event and report any problems to the City. Such individual(s) shall be on site for the duration of the Event.
- _____Renter shall ensure that the rules and regulations of the City are enforced as to any and all guests, members, employees, supervisors, staff, invitees, participants or attendees of the Renter.
- _____Renter will immediately report any dangerous or illegal activity to law enforcement officials.
- _____Renter may not charge any admission fees or parking fees, and neither not sell nor authorize the sale of food, concessions or any other products without the express written consent of the City. Such approval, if given, will be contingent upon the Renter providing the City with copies of licenses/permits authorizing such sales.
- _____No pets/animals will be permitted on the premises, unless needed for assisting the disabled or otherwise permitted by the City.

- _____ No drugs or alcoholic beverages will be allowed on the premises—Exception: Wine used by a church or religious organization for sacramental purposes is allowed.
- _____ Renter will be charged for the cost of all repairs and/or replacement costs of any equipment or property damaged as a result of Renter's use of the Premises, even if amount exceeds \$100 deposit.
- _____ No smoking is allowed inside the building. Outside smokers should not throw cigarette butts on the premises; nor shall any other trash be thrown down on the premises.
- _____ *SCOTCH TAPE, THUMB TACKS, NAILS, SCREWS, GLUE, OR OTHER ATTACHMENTS WHICH MAY MAR FIXTURES, WALLS OR CEILINGS, **MAY NOT BE USED** IN ANY PART OF THE BUILDING.*
- _____ Grills, fish cookers, etc. must be kept at least 10 feet away from the building, and may not be used without advance permission from the City.
- _____ CHILDREN MUST BE UNDER ADULT SUPERVISION AT ALL TIMES.
- _____ The minimum time for all reservations is two (2) hours. The maximum time allowed is six (6) hours.
- _____ The renter understands that all lights and air conditioning must be turned off at the time of departure. Failure to do so will result in a verbal or written warning for the first occurrence and a \$25 charge for each subsequent occurrence.
- _____ Premises key must be returned within 48 hours upon conclusion of event to either the City Hall offices or its drop box. Failure to do so will result in a forfeit of paid deposit.

This Agreement may not be assigned or transferred. Renter agrees to comply with all terms and conditions of this Agreement, any other rules and regulations promulgated by the City, and all other local, State and Federal laws and regulations. The City shall have sole discretion to terminate this Agreement at any time. The Agreement shall be governed and construed in accordance with the laws of the State of Georgia. Venue shall lie exclusively in Lowndes County, Georgia.

Hold Harmless and Indemnification

The individual executing this agreement, for and on behalf of the Renter, hereby warrants that he/she is an authorized representative of the Renter and has been given the express City to execute this agreement on Renter's behalf. Renter, in consideration of the City allowing the Renter to use its Premises, hereby agrees, to the fullest extent permitted by law, to indemnify, defend and hold harmless the City, its members, officers, agents, employees, representatives, successors and assigns, individually and collectively, with respect to all claims, demands, rights and causes of action, losses, damages, expenses, attorney's fees, penalties, liabilities and judgments of whatever kind and nature, including bodily or personal injury, relating to or arising

from the rental/use of the Premises, including any parking areas. Furthermore, to the fullest extent permitted by law, Renter agrees that this indemnification and hold harmless provision shall apply whether the basis of the claim, suit, demand, or cause of action is attributable in whole or in part to Renter, or any of its agents, representatives, employees, members, invitees, participants or to anyone directly or indirectly employed by Renter; **Renter further agrees that this indemnification and hold harmless provision shall apply even if the basis of any claim, suit, demand, or cause of action is attributable to the negligent acts or omissions of the City, its agents, officers, employees, or representatives.** These provisions shall not waive any of the defenses of official or sovereign immunity available to the City. The City may, in its discretion, require the Renter to provide the City with proof of insurance in advance of or during the course of this Rental Agreement. Should any term, provision or other part of this Agreement be held inoperative, invalid, or unenforceable, then such provision or portion thereof shall be reformed in accordance with applicable laws or regulations and the remainder of the Agreement shall not be affected, but shall remain in full force and effect.

BY SIGNING BELOW, RENTER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT, UNDERSTANDS THE FEES, CONDITIONS, AND TERMS WHICH ARE INCORPORATED HEREIN, AND AGREES TO INDEMNIFY AND HOLD THE CITY OF HAHIRA HARMLESS AS PROVIDED HEREIN.

Renter Signature

Date

City Representative

Date

**CITY OF HAHIRA COMMUNITY CENTER
POLICY ACKNOWLEDGMENT FORM**

I hereby confirm the reading and full understanding of the City of Hahira Community Center Policy document and agree to follow and abide by all the conditions therein. In addition, I will also insure that all individuals using the premises under my Rental Agreement are aware of the terms and conditions of this document. I hereby accept full responsibility for my group's compliance.

User / User Group President

Date

City Representative

Date

**CITY OF HAHIRA COMMUNITY CENTER RENTAL AGREEMENT
CLEANING CHECKLIST**

YES NO	Pick up trash inside and outside premises.
YES NO	Pick up trash, flush toilets, clean restrooms
YES NO	Sweep/mop floors
YES NO	Return all tables & chairs to original positions
YES NO	Clean any marks from walls
YES NO	Clean entire kitchen, including stove and refrigerator
YES NO	Take out trash, clean garbage can if needed
YES NO	Turn OFF heat or air conditioning and stove
YES NO	Double check all doors and be sure locked
YES NO	Return key to City Hall or put in drop box

City of Hahira Community Center Policy

I. Introduction

This City of Hahira Community Center Policy shall govern the use of the City of Hahira Community Center and grounds (hereinafter “premises”), and any request for the services of the City, by any individual, group, league, association or organization (hereinafter “Users” or “Renters”). The City may permit use of the premises, provided those uses do not significantly affect normal use, negatively impact the City’s resources, are not in conflict with the City’s mission and provide a benefit to the residents of the City of Hahira. This Policy is intended to be applied consistently, designed to answer questions, and provide concise information as to what is expected and required from Users. This Manual is intended to supplement, not supplant, any Federal, State and Local laws and ordinances.

II. Purpose

The purpose of this policy shall be to outline the rules and procedures for the proper use of the City’s premises, and to accomplish the following overall objectives:

1. To provide good communication between Users and the City.
2. To standardize the policies and procedures for all Users to ensure an equitable system of management and service.
3. To provide for the accountability of Users to themselves, the City and the general public.
4. To assist Users in providing safe and quality services.
5. To allow the City to maximize utilization of community resources through organized scheduling of the use of its premises.
6. To enhance the overall quality of the premises.

III. Compliance

Adherence to the policies outlined herein is a required condition for usage of City premises. Depending upon the nature of the offense, the City may provide verbal or written warnings, written time-lines for compliance, or revocation of User privileges for a specified period of time.

IV. Amendment/Periodic Review/User input

It will be the responsibility of the City to regularly review this manual. The City encourages Users to continue to communicate issues and concerns to the City’s Mayor, Council, and staff for improving the overall delivery of services.

V. Responsibilities of the City and General Regulations

A. Maintenance of Facilities

1. The City will provide preventive maintenance on its premises on a regular scheduled basis.
2. The City is responsible for all electrical and plumbing work or repairs.
3. The City will pay all utility bills, including those associated with use by Organizations while using the premises.
4. Users should notify the City when repairs or maintenance is needed.

B. Safety / Right to Close Facilities

The City reserves the right to cancel any scheduled activity on City premises when it determines that such use could potentially cause unsafe conditions for the organization, spectators, or general public, and/or cause damage to the premises, and/or when the City finds any violation of these policies. Further, the City maintains the right to close the premises at any time it deems it to be in the best interest of the public. The City reserves the right to cancel any Rental agreement due to inclement weather. In such cases, rentals shall be rescheduled at no additional fee to renter, or renter may choose not to reschedule, in which event all deposits will be refunded. Safety situations should be reported by Users/Renters to the City immediately so that the City may take appropriate action.

C. Enforcement of User Policies and Procedures

The City shall have the right to administratively review any complaints regarding the use of the premises, violations of these policies and/or violations of other law by Users of the premises. The City may revoke User/Renter rights and privileges at any time deemed in the best interest of the City and the general public. Users in violation of these policies may be given verbal or written warnings, or privileges may be revoked for a specified period, or permanently revoked. To the extent possible, the City will attempt to use a progressive approach to compliance.

D. Application of Federal, State and Local Laws and Ordinances

All applicable Federal, State and Local laws and ordinances remain in effect and are applicable to the premises. Such laws/ordinances include, but are not limited to, those relating to drugs, alcohol, loitering, littering, weapons, and leash laws. The City shall enforce these laws/regulations and notify the police as appropriate.

E. Non-Discrimination Clause

The City does not discriminate nor deny participation or the use of its premises based upon race, color, national origin, religion, sex, age or disability. The City may revoke the privileges of any User it finds to be in violation of this Non-Discrimination clause.

F. Premises Hours

Unless otherwise posted, or approved as part of a particular event, community center hours are from 7 a.m. to 10 p.m. daily.

G. Littering and Injury to City premises

No person shall mark, deface, injure, remove or tamper with the premises. All Users are responsible for cleaning up their own litter and placing same in the containers provided for such purpose.

VI. Priority of Use

Priority of Use is As Follows:

1. City of Hahira– and its programs and services
2. Category A- Non-Profit Organizations and Government
3. Category B- Individuals/Groups
4. Category C- Private Enterprises/Commercial Entities

Category Definitions:

1. Category A- Non-Profit Organizations as defined by section 501(c) of the United States Internal Revenue Service Code. Non-Profit organizations must be non-profit, tax exempt, non-restrictive in membership, meet regularly, and have definite organizational structure. Evidence of Non-Profit status may be required to be submitted to the City at the time the rental request is made. Examples of nonprofit organizations include, but are not limited to, civic organizations and religious/sectarian groups. Evidence of Non-Profit status includes, but is not limited to, tax returns showing non-profit status, a certificate issued by the IRS providing non-profit status, an Affidavit of the Chairman of the Board, and/or a copy of the by-laws or organizational documents of the organization. Such groups that use the premises for no more than two (2) hours per month at one meeting time per month shall not be charged a rental fee.
2. Category B- Individuals or Groups- This category includes individuals, or groups who do not qualify as non-profit organizations but desire to use the facilities for parties, dinners, reunions, etc. Category B includes, but is not limited to, youth groups, adult groups, and family groups such as birthday parties and family reunions.
3. Category C- Private Enterprises/Commercial Entities –In order to protect the City’s mission and purpose to provide a benefit to the residents of the City of Hahira, rentals to private enterprises and commercial entities will be granted on a limited basis at the sole discretion of the City.

VII. Rules for Rental of Premises

In addition to the General User Rules noted in Section V. above, Renters of the premises are subject to the following general rental rules:

A. Non-Utility Customer Policy / Fees

It is the Policy of the City to provide programs and facilities for the residents and businesses of the City of Hahira. Therefore, a “Non-Utility Customer Policy” will be adhered to in both individual and group programs/activities as well as reservation/rental procedures that occur on the premises. In this regard, a mandatory non-utility customer fee will be charged to all Renters residing outside the City of Hahira.

B. Rental Agreement

Each Renter/User must complete a Rental Agreement. The Agreement specifically identifies the required fees, and the terms and conditions of said use. Adherence to all requirements outlined in this Policy is a condition of the Rental Agreement and is made a part thereof. User groups must reapply on a seasonal or annual basis as needed. Payment of any initial fees or deposit is required upon approval of the Rental Agreement. Any agreements without prompt payment will not reserve the premises.

C. Premises Availability

1. Rental requests will not be granted to groups that have exhibited unacceptable conduct during previous rentals of City property or groups that have displayed unacceptable conduct when using City, County or other government property.
2. The premises will not be available when a City program or approved activity is being conducted.
3. The City reserves the right to deny requests for use of the premises on holidays.

D. Loss Prevention/ Vandalism/ Accident / Injury

1. The City must be notified immediately in the event of serious injury, death, property damage, hazardous condition, or vandalism, whether preexisting or otherwise, and a written report submitted the next working day.
2. Organizations are responsible for operating their programs in as safe an environment as possible.

E. Damages to the Premises by Users

Damages to the premises by Users or invitees shall be the responsibility of the Users. Necessary repairs and/or replacement equipment made by the City resulting from User damage will be billed to the User. Unpaid bills will jeopardize future Rental Agreements.

F. Subletting of the Premises

ONLY the City may issue contracts or permits to any person or organization seeking to use its facilities. No User may sublet the premises or allow other organizations to use the premises under the User’s agreement.

G. Posting of Rental Agreement:

Users are responsible for posting a copy of the Usage and Rental Agreement during the rental time period or term and providing a copy to relevant personnel.

A. Refunds

1. Full refunds will be granted when the City cancels a reservation.
2. Refunds will be granted with at least forty-eight (48) hours notice prior to the rental.
3. Refunds will not be given for failure to show or if proper notification is not given.

B. General Rules

1. Alcoholic beverages are prohibited in the premises and on its grounds. (Exception: Wine used by a church or religious organization for sacramental purposes is allowed).
2. Tobacco products are prohibited in all City facilities.
4. *Use of nails, tacks, and staples is not permitted and nothing may be hung from any overhead ceiling or light fixtures. Tape may not be used on painted surfaces. All decorations/tape must be removed before leaving.*
5. Renters shall not block fire exits.
6. The use of radios or other sound amplifying equipment will be monitored by the City to ensure noise levels are comfortable for all other users. Music with obscene lyrics will not be tolerated.
7. The City staff shall have the right to enforce this Recreation Center Policy. This includes cancellation of rental at any time during the rental period for violation of these rules.
8. After use of the premises, the checklist provided at the time of rental shall be followed to completion. This checklist includes, but is not limited to: returning all tables and chair to their original location on the premises; placing all garbage on the premises in trash cans provided; leaving the premises in as clean a manner as it was prior to use.

C. Equipment Usage

1. Items on the premises include chairs, tables and other equipment. The kitchen area must be wiped down, the stove must be turned off and the refrigerator cleaned out. Sweep/mop floors.
2. Any equipment must be returned to its proper location and in its original condition—i.e. clean and undamaged. Equipment that is damaged will result in the deduction of the renter's deposit to cover any replacement or repairs.
3. The City must pre-approve any type of equipment brought in by renters (i.e. play equipment, grills, etc.)

Adopted by Mayor and Council on May 6, 2010.