

**RENTAL AGREEMENT FOR THE
COMMUNITY ROOM OF BRASELTON, GEORGIA**

The following agreement ("Rental Agreement") shall govern the rental of the Community Room for the Town of Braselton, Georgia ("Community Room"). Renter desires to rent the Community Room for the limited purpose, times, persons and areas designated below, and, subject to the terms and conditions set forth herein (which are a part of this Rental Agreement), the Town of Braselton desires to permit such rental. By signing below, Renter accepts and agrees to the terms and conditions of this Rental Agreement, which Renter acknowledges having read, understood and accepted prior to signing below.

RENTER:

Signature: _____

Event Description: _____

Name: _____

Address: _____

Event Date: _____

Phone: () _____

Arrival/Departure Times: _____

Deposit: \$ _____

Number of Guests: _____

Rental Fee: \$ _____

CLERK:

Date of Deposit Refund: _____

Amount of Refund: _____

Clerk: _____

TERMS AND CONDITIONS

- 1. Permissible Rentals.** The Town retains full discretion to grant, deny, or restrict any rental request, and may do so for any or no reason. The Community Room may only be rented for events and occasions consistent with the setting, furnishings, and character of the Community Room. Rental events must begin at or after 8 am. and must conclude at or before 9:30 p.m.
- 2. Scope of Rental.** The rental permitted hereunder shall be limited to the event, times, persons, and areas designated on page 1 of this Rental Agreement.
- 3. Rental Areas.** Rental of the Community Room shall be limited to the room itself and a rental shall include exclusive use of such designated areas, together with all furnishings therein and incidental utilities. All pre-existing furnishings and interior decorations shall remain the exclusive property of the Town, and such furnishings and interior decorations may be moved only by an authorized agent of the Town. Upon the prior permission of an authorized agent of the Town, Renter may add furnishings and/or equipment to the Community Room for purposes of the subject event; provided that such furnishings are added and removed under the supervision of an authorized agent of the Town.
- 4. Rental Fee.** The following fee schedule shall apply to each rental of all or part of the rental areas designated in Section 3: (a) \$475 per day, per event for non-residents; (not to exceed 8 hours) or an hourly rate of \$125 for the first hour and \$50 per hour for each hour thereafter (b) \$275 per day, (not to exceed 8 hours) per event for residents, current business license holders; and for non-profit-sponsored charitable events or an hourly rate of \$100 for the first hour and \$25 for each hour thereafter. The Town must receive full payment, through cash or check made payable to the "Town of Braselton," of such applicable rental fee on or before the date Renter requires initial access to the Community Room. Payments of rental fees may be mailed to P.O. Box 306, Braselton, Georgia, 30517, or delivered to the Town Clerk at the Town Hall during normal business hours.
- 5. Security Deposit.** Renter must pay a \$200 deposit for each rental of all or part of the rental areas designated in Section 2 to secure Renter's fulfillment of the conditions of this Rental Agreement. Such deposit must be made at least twenty (20) days prior to the applicable scheduled event. The security deposit may be applied by the Town to satisfy all or part of Renter's obligations, and such application of the deposit shall not prevent the Town from claiming damages in excess of the deposit. In the event the Town elects to retain any part of the security deposit, the Town shall provide Renter with a written statement setting forth the reasons for the retention of any portion of the security deposit, and shall include with such statement any portion to be refunded.

Any portion of the security deposit not applied by the Town to satisfy Renter's obligations hereunder shall be fully refunded by the Town to Renter via check sent U.S. mail within thirty (30) days after the conclusion of the subject event. In no event shall the deposit be refunded before the key to Community Room has been returned to the Town Clerk.

Groups or individuals who use the Community Room on a frequent, periodic basis may pay one security deposit which will be retained by the Town. If, for any reason, the security deposit or portion thereof is used, then the renter/user shall immediately replace the amount used.

6. Cancellation. Upon the cancellation of an applicable event by Renter, the Town shall refund all rental fees and security deposits paid for such event by Renter to the Town as provided in Section 5; except that, if such cancellation is made within 48 hours of the scheduled start of such event, then the Town shall retain, and Renter shall forfeit to the Town, the Renter's deposit.

7. Compliance. Renter, its agents, contractors, employees, and invitees, must comply with all applicable laws, ordinances, and regulations, including, without limitation, those relating to excessive noise or the sale of alcohol.

8. General Rules and Regulations.

(a) Smoking. Smoking in any area of the Community Room is prohibited.

(b) Alterations. Except as expressly authorized hereunder or in writing by an authorized agent of the Town, Renter shall not structurally, aesthetically, or in any other manner or form alter or add to any portion of the Community Room, including, without limitation, the use of paint, nails, screws, locks, fixtures, or any other item or tool on any portion of the Community Room or affixing any tape, glue, or attachments to the walls, ceiling, or flooring of the Community Room. Only table decorations are permitted.

(c) Advertising. Advertising, print materials, and other publicity or materials pertaining to the event that imply that the Town of Braselton sanctions, sponsors or in any way supports the subject event are prohibited unless otherwise approved by the Town Manager.

(d) Adjusting of Thermostats. Adjusting of thermostats by anyone other than an authorized agent of the Town is prohibited.

(e) Birdseed and Other Items. Throwing or use of birdseed, confetti, glitter and other similar items inside the Community Room is prohibited.

(f) Animals. Animals are prohibited inside the Community Room, except for those that are used by and necessary for the sight impaired.

(g) Cleaning, Restoration, and Repair. At the end of the subject event, Renter shall, at its sole expense, take all necessary actions to return the Community Room to the same condition existing prior to such event, including, without limitation, all cleaning, repair, and restoration necessary to return the Community Room to such pre-existing condition.

(h) Parking. Parking is permitted in designated areas only. Parking along the roadway in front of the Community Room is prohibited.

(i) Protection of Surfaces. If any surface in the Community Room is used to place flowers, food, or beverages, then placemats and table cloths must be used for protection of such surface. No candles or other flammable items of a similar nature are allowed.

(j) Trash Disposal. The Renter is fully responsible for removal and disposal of all trash created by the event. Failure to properly remove event trash from the Community Room shall result in a forfeiture of the Renter's deposit.

(k) Alcoholic Beverages. No person shall possess, serve or consume alcoholic beverages on the premises.

(l) Other Activities: The Community Room is located in a functioning public Police/Court facility. Any activity which may generate excessive noise, or in any other way prohibit the normal use of the rest of the facility is prohibited.

9. Assumption of Liability. Renter hereby assumes full responsibility and liability, and shall compensate the Town, for any damage to the Community Room or theft of or damage to the Community Room's furnishings, decorations, fixtures, floor coverings, flooring, window treatments, appliances, copying equipment, or other property of the Town arising from or relating to the subject event or anyone entering Town property for such event.

10. Release and Indemnification. To the fullest extent permissible under Georgia law, Renter hereby releases the Town (its contractors, agents, and employees) from liability for, and agrees to indemnify, hold harmless and defend the Town (its contractors, agents, and employees) from and against any and all losses, costs, claims, or suits (whether relating to property, death, or personal injury), damages, or expenses arising from or relating to: (i) Renter's failure to fulfill any of its obligations or any condition of this Rental Agreement; (ii) any damage, loss, expense, cost, or injury (whether in the nature of personal injury, death, or property) happening in or about the Community Room to Renter, its agents, contractors, employees, or invitees; and (iii) any judgment, lien, or other encumbrance filed against the Town as a result of Renter's action.

11. Disclaimer. The Town shall not be responsible for any items of Renter, its agents, contractors, employees or invitees, and the Town will not be liable for any damage to or loss of property of any type belonging to Renter, its agents, contractors, employees, or invitees, for any reason or cause whatsoever.

12. Authority of Town Manager: The Town Manager, may, at his/her discretion waive or reduce any fees set forth in this agreement or honor prior agreements at prior rates., if deemed to be in the best interest of the Town of Braselton. The Manager may also waive other conditions of the agreement; provided that such waivers do not adversely impact the Town of Braselton.

O.C.G.A. § 50-36-1(e)(2) Affidavit

By executing this affidavit under oath, as an applicant for a(n) _____
[*type of public benefit*], as referenced in O.C.G.A. § 50-36-1, from
_____ [*name of government entity*], the undersigned applicant
verifies one of the following with respect to my application for a public benefit:

- 1) _____ I am a United States citizen.
- 2) _____ I am a legal permanent resident of the United States.
- 3) _____ I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency.

My alien number issued by the Department of Homeland Security or other federal immigration agency is: _____.

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. § 50-36-1(e)(1), with this affidavit.

The secure and verifiable document provided with this affidavit can best be classified as:
_____.

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20, and face criminal penalties as allowed by such criminal statute.

Executed in _____ (city), _____ (state).

Signature of Applicant

Printed Name of Applicant

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
___ DAY OF _____, 20___

NOTARY PUBLIC
My Commission Expires: