

Rental Contract

City of Waynesboro Ice Plant

This contract, made and entered into this _____ day of _____, 20__ between _____ (hereinafter “renter(s)”), and the City of Waynesboro (hereinafter “City”).

Witnesseth, that the above referenced parties have this day entered into this contract to rent a defined space(s) in the City of Waynesboro Ice Plant building having a common address of 260 Barron Street, Waynesboro, Georgia, 30830.

Renter Name: _____

Mailing Address: _____

Daytime Phone: _____

Date of Facility Use: _____

Type of Function: _____

Hours of event: _____

Number to attend: _____

Rooms requested: Please circle desired room(s)

Room #1 Room #2 Rm. Conference Room

Break Room

Number of tables requested: _____

Number of chairs requested: _____

For Administrative use only.

Rental Fee Received: _____

Initial Rental Deposit

Received: _____

\$100.00 Damage Deposit Received:

Initial Rental Deposit Applied to

Account: _____

\$100.00 Damage Deposit Returned:

Date Key Issued: _____

Key Issued To: _____

Date Key Returned: _____

Thank you for your interest in renting the _____ upcoming event. The Ice Plant provides a pleasant atmosphere for any special celebration or affair. It is available for wedding receptions, anniversaries, family reunions, etc.

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Renter's initials

Following is some information to help you in your planning process. If you require additional information concerning rental of the building, please contact Trinetta Skinner, City of Waynesboro Community Development Director at (706) 554-4168 or (706) 360-2072.

Rental Information

\$500.00 - Per Day

\$100.00 - Initial Rental Deposit (non-refundable)

\$100.00 - Damage Deposit (refundable)

Smoking is not permitted in the facility at any time. All events must conclude by 12 midnight.

Any rules or regulations imposed by the City's Building Inspector must be met.

No Alcoholic Beverages Allowed.

Deposits

\$100.00 will be the initial rental deposit; it is a non-refundable deposit that is needed to secure the date for an event. This deposit is applied toward the balance of your rental fee. This deposit is due upon signing of the contract. **The facility is not booked until the contract is signed and the deposit is paid.**

An additional \$100.00 damage deposit will be paid and will be refunded if the premises are left undamaged by the renter or his/her guests.

The facility management will return the damage deposit, less any amount retained to compensate the City for any loss or damage, within ten (10) business days after the event.

Personal Property

The City is not responsible for damages or loss to personal property of the renter, guests, invitees, independent contractors and/or entertainers/vendors, which is left on the premises before, during or after the event.

Nuisance

The renter is responsible for the conduct of guests during the rental period, causing a public nuisance may, at the discretion of the Police Department, be grounds for ejection from the facilities.

Trash

Trash containers will be provided; renter must ensure that all refuse is placed in provided containers outside.

Keys

The keys must be returned to the location you got them the next business day immediately following the rental date. Renter shall be responsible for the cost of replacing lost or damaged keys, or re-keying the facilities.

Minimum age

Renter must be at least twenty-one (21) years of age, and the event must be supervised by a responsible adult at all times.

Pets

Pets are not permitted inside the building and they may not be left unattended elsewhere.

Parking

Parking is permitted on-street or in designated areas only.

Food and Beverage

You may bring a caterer of your choice or provide your own food. If you provide your own food, the City assumes no responsibility for any problems arising from it. Because of limited kitchen equipment, most foods must be prepared before the time of rental. The kitchen contains a small microwave, freezer, refrigerator and two sinks. Rental utensils and dishes are not available. **Renter is responsible for clearing tables and removing all garbage to the outside trash cans and leaving the kitchen clean and in order. If drink cups, plates or trash of any kind is left on top of the tables or trash is not taken out of the building to the trash cans the damage deposit will be forfeited.**

Entertainment

Bands or DJs are permitted in the facility during the event. Any special

requirements necessary for the band or DJ system are to be brought to the attention of the management at least two weeks prior to the event. These requirements may be charged as an additional expense.

Equipment

Equipment can only be delivered on the day of the event. All equipment must be removed immediately following the rental.

Set-up

Set-up can begin on the day of the event. No set-up allowed the day before. The facility management will provide table and chairs for use. You must specify in writing two weeks prior any special request you may have. Tablecloths and table decorations will be the responsibility of the renter.

Decorations

No decorations may be affixed to any wall, ceiling or light fixture with tape, nails, tacks, screws, staples or any type of adhesive. No staples or tape are to be used on tables. Candles must be enclosed in glass shade or votive container. No glitter, bird seed, decorative sprinkles, “silly string” or bubbles may be used in the facility. Garlands, ribbons, etc. may be used on exterior entry railings with permission. **Chairs and tables must remain in their original room location and cannot be moved.** Renter will be responsible for enforcing the no smoking policy in the facility. If any of the above takes place the damage deposit will be forfeited.

Cancellation

THE INITIAL RENTAL DEPOSIT IS NON-REFUNDABLE UNLESS THE EVENT IS CANCELLED BY THE CITY OF WAYNESBORO AND/OR FACILITY MANAGEMENT. If an event is canceled by the City the initial rental deposit shall be refunded within thirty days after the cancellation. The City shall not be held liable for damage of any type, whether direct or consequential, to the renter, or to an entertainer/vendor hired by the renter, for cancellation of the event. The renter acknowledges and understands that the sole remedy for any claim of damages arising out of, or relating to, a cancellation shall be a refund of the initial rental deposit. Without limiting the generality of the foregoing provision, the renter agrees that the City shall not be liable for failure to perform due to any unforeseen circumstances beyond the control of the City or facility management, including but not limited to fire, flood, storm, strike, acts of governmental authority, failure of utility services, failure of appliances, unavailability of supplies or damage to the facility. Performance of this contract is contingent upon the ability of the City management to complete the same, and is subject to accidents, transportation of foods, beverages or supplies and other causes, which are beyond the control of the City management. The City reserves the right to refuse service to anyone.

Liability

The City shall not be liable for any injury or damage to any person and their invited guests or to any property at any time on said premises or the Ice Plant from any cause whatsoever that may at any time exist from the use or condition of said premises or building, or from ice thereon, or from water, rain, or snow which may leak into, issue or flow from any part of the building, or from pipes or plumbing, of the same, or from any other place or quarter, or from any other cause, during the rental period. The City is further indemnified from the renter for any damages to the City or management due to the actions of the renter or his/her guests.

Rental Agreement

The City agrees to rent the Ice Plant, located at 260 Barron Street, Waynesboro, Georgia, 30830, to the renter for \$_____ beginning time of _____ and ending time of _____ on the date of _____. Building and restrooms must be left neat and undamaged in all respects. The Ice Plant shall be occupied solely by the group who are parties to this contract, and in no event, shall the number be increased from the amount given on the application form. The renter agrees to leave the premises neat (all trash cans must be emptied and taken to the trash cans outside the building) and undamaged in all respects after the event.

It is understood that cancellation must be given in written form. Any cancellation will result in loss of the initial rental deposit.

SET- UP IS ALLOWED ON THE DAY OF YOUR EVENT ONLY. DAMAGE DEPOSIT REFUND (\$100.00) WILL BE ISSUED WITHIN 10 BUSINESS DAYS. ALL TRASH MUST BE REMOVED TO OUTSIDE TRASH CANS BEFORE LEAVING.

THE INITIAL RENTAL DEPOSIT AND DAMAGE DEPOSIT MUST BE PAID THIRTY DAYS PRIOR TO EVENT. FAILURE TO PAY WILL RESULT IN CANCELLATION.

I/We hereby agree to the terms and conditions set forth in this contract and acknowledge receipt of a copy.

Renters Signature: _____ Date: _____

City Approval: _____
(Signature of City official)

**City of Waynesboro Ice Plant
Hold Harmless, Indemnification and Waiver Rider**

Indemnification - The undersigned (renter), as renter or agent for the renter of this facility, shall indemnify and hold harmless the City of Waynesboro and its officials, employees and agents from and against any and all liabilities, judgments, settlements, losses, costs or charges (including attorney fees)

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incurred by the City of Waynesboro and/or any of its officials, employees and agents as a result of any claim, demand, action or suit relating to any bodily injury (including death), loss or property damage caused by, arising out of, related to or associated with this rental contract.

Waiver - The undersigned (renter) knows, understands and acknowledges the risks and hazards associated with using the property and hereby assumes any and all risks and hazards associated herewith. The user hereby irrevocably waives any and all claims against the City of Waynesboro or any of its officials, employees and agents for any bodily injury (including death), loss or property damage incurred by the user as a result of using the property and hereby irrevocably releases and discharges the City of Waynesboro from any and all claims of liability arising out of or associated with the use of the facility.

Property Damage - The undersigned (renter) shall pay the City of Waynesboro for any and all physical loss or damage to the facility or property (including but not limited to the cost to repair or replace table and chairs) caused by, arising out of, or relating to or associated with the use of the facility by the renter or by the renter's **members, guests, agents** or invitees.

Agreed to by:

Renters Signature : _____ **Date**
:_____