



3913 CHURCH STREET

RENTAL AGREEMENT FOR THE CLARKSTON WOMEN'S CLUB

Lessee: _____

Lessee Address: _____ City, ST, Zip: _____

Contact Name: _____ Contact Phone: _____

Email: _____

Rental Date: _____ Type of Event: _____

No. of Guests: _____ Hours of Event: _____

The City of Clarkston, Georgia, a municipal corporation (“Lessor”), agrees to rent to the above-referenced party (“Lessee”), and Lessee agrees to rent from Lessor, pursuant to the terms and conditions set forth herein, the historic structure known as the Clarkston Women’s Club (“Facility”) located at 3913 Church Street.

1. **Rental Area.** The area being rented under this agreement is the entire interior and exterior grounds of the Facility.
2. **Rental Hours.** The Facility is being rented only for the date and times set forth above (“Rental Date”). The times specified include both the time for the function and any preparation and clean-up time needed by Lessee. **The Facility must be vacated by 11:59 p.m. on the Rental Date** unless prior written permission has been obtained from the Lessor.
3. **Deposit Fee. Lessee is required to pay a deposit of \$150.00 (“Deposit”).** If Lessee cancels its rental, the disposition of the Deposit will be governed by Paragraph 8 below. If Lessee fails to comply with any of the Terms and Conditions of Use of this Agreement (“Terms of Use”), as more fully described in Paragraph 9 below, Lessor shall be entitled to retain the Deposit or such portion thereof as Lessor shall determine to be appropriate at Lessor’s discretion. If Lessee complies with all Terms of Use hereof, the Deposit will be refunded by mail (not cash) to the Lessee at the address listed above up to (10) business days after the event.
4. **Rental Fee. Rental is for a minimum of three (3) hours at a rate of \$200.00.** Any additional time must be approved in writing by the Lessor and the charge for such additional time will be \$35.00 per hour or any portion of an hour over the allotted time. **The Rental Fee must be paid at the time of reservation by Lessee.** There is an additional fee for table cloths if needed.
5. **Rental Fee NONPROFIT ORGANIZATION. (Proof of nonprofit status required- 501(c)(3) or letter on official state government letterhead) Rental is for a minimum of three (3) hours at a rate of \$100.00.** Any additional time must be approved in writing by the Lessor and the charge

for such additional time will be \$35.00 per hour or any portion of an hour over the allotted time. **The Rental Fee must be paid at the time of reservation by Lessee.**

6. Conditions of the Facility. The Facility will be rented to Lessee in clean condition with all equipment and furnishings in good order unless otherwise stated. All tables, chairs and other furnishing of the Facility shall be left in the same place and condition that Lessee finds them. Lessee shall remove all trash, garbage and other debris from the Facility and shall leave the Facility in the same condition as it was prior to the event. If Lessee fails to do so, Lessor may withhold all or any part of the Deposit as Lessor deems appropriate. Lessor acknowledges and agrees that Lessee is encouraged to examine and inspect the Facility prior to the rental to assess the condition, suitability and fitness of the Facility for Lessee's anticipated use. Accordingly, Lessee acknowledges and agrees that **LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND OR NATURE WHATSOEVER, INCLUDING WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES FOR SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FUNCTION.** The right to use the Facility is expressly granted on an "as-is" basis only. Lessor's representative will meet with Lessee at the beginning and end of the rental period to inspect the Facility and ensure that all requirements for refund of the Deposit have been met, specifically including, but not limited to, the cleaning tasks listed in Paragraph 9 below.
7. Nature of Agreement. Lessee acknowledges that Lessor is granting Lessee only a temporary, non-transferable license to use the Facility, that the relationship between the parties is not that of landlord and tenant, and that no leasehold interest is created by this Agreement.
8. Permitted Use. Lessee may use and occupy the Facility for any lawful purpose, provided, however, said use or purpose is of a type not likely to result in damage to the Facility or furnishings. Lessor, by executing this Agreement, is not in any manner endorsing the permitted use, and Lessee agrees that it will not publicize or announce such permitted use in a manner that would indicate that the City of Clarkston is endorsing or sponsoring the permitted use.
9. Liability. In accepting the use of the Facility under this Agreement, Lessee assumes all liability for any damage or injury to persons or property while using the Facility or approaches to the Facility. Lessee further agrees to hold harmless and indemnify Lessor, its officers, agents, and employees from and against any and all claims, demands, liabilities, actions, suits, judgments, costs or expenses for any loss or damage arising out of Lessee's use of the Facility due to any act or omission of Lessee or its guests, invitees, agents, outside vendors or caterers. In addition, Lessee agrees to pay for any damage to the Facility caused by Lessee, its guests, invitee's agents, outside vendors or caterers. Lessee further agrees to abide by all laws and ordinances of the City of Clarkston and to hold Lessor harmless in this regard. Lessee further agrees that Lessor is not responsible for any items of personal property belonging to Lessee, its guests, invitees, agents, outside vendors or caterers, lost or stolen while visiting the Facility.
10. Cancellations. Lessee will receive 100% of the Deposit upon any cancellation. Lessee will receive 100% of the rental fee (Less \$25 processing fee) for rentals cancelled at least ten (10) business days in advance of the scheduled Rental Date. Lessee will receive 50% of the rental fee for rentals cancelled at least six (6) business days in advance of the scheduled Rental Date. No refund of the rental fee will be made if the rental is cancelled five (5) business days or less prior to the scheduled Rental Date.

11. Terms and Conditions of Use. In addition to the foregoing, Lessee agrees to abide by the following Terms and Conditions of Use ("Terms of Use") by initialing next to each subparagraph below. The Terms of Use, as well as all other obligations and restrictions herein, shall apply to all areas of the Facility including grounds, approaches and sidewalks:

- a. In accordance with applicable life safety regulations, no more than 55 people may be in the Facility at any time. _____
initial

- b. **Nothing may be attached or affixed to any surface of the Facility.** This includes the use of any type of tape, glue, nail, push pin, thumb tack, staple, florist putty, or other adhesive fastener. The term "surface" includes any interior wall, exterior wall, ceiling, floor, molding, railing, window, countertop, light fixture, or door. _____
initial

- c. **All food must be pre-cooked.** The kitchen at the Facility is not designed as an industrial kitchen. Pursuant to applicable life safety regulations, the Facility accommodates final preparation and warming of pre-cooked foods only. _____
initial

- d. The following kitchen items are NOT to be used by the Lessee: dishes, glassware, pots, pans, cooking utensils, etc. _____
initial

- e. The following items will be provided by Lessor: hand soap, hand towels, toilet paper and brooms. _____
initial

- f. Lessee is responsible for providing all cleaning and trash removal items, such as trash bags, cleaning supplies and dish soap. _____
initial

- g. Nothing may be hung from any light fixture. _____
initial

- h. No alcoholic beverages may be sold at the Facility. _____
initial

- i. Smoking is not allowed inside the Facility. _____
initial

- j. Grilling is not allowed inside the Facility. _____
initial

- k. Candles may only be used if enclosed in glass containers. _____
initial

- l. All functions must end and the Facility be vacated, including clean-up, no later than 11:59 p.m. on the Rental Date. _____
initial

- m. All Lessees' personal property must be removed at the end of the event unless prior written permission has been obtained for later removal. Lessor assumes no responsibility for personal items left by Lessee, its guests, invitees, agents or outside vendors or caterers. _____
initial

Clarkston Women's Club

Rental Agreement

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- n. The Facility must be left in the same condition as prior to the event, with each of the following tasks completed:
 - i. All floors swept.
 - ii. All trash removed from Facility and placed in appropriate receptacles.
 - iii. Refrigerator cleared of all food items.
 - iv. Stove cleaned.
 - v. All trash and debris picked up and removed from the exterior of the Facility.

_____ initial

FAILURE TO ABIDE BY ANY OF THESE TERMS OF USE MAY RESULT IN FORFEITURE OF LESSEE'S DEPOSIT.

12. Authorization to Enter Agreement. If Lessee is a corporation or organization, the agent signing this Agreement represents and warrants that he or she is authorized by Lessee to enter into this Agreement on behalf of such corporation or organization.

13. Entire Agreement. This Agreement constitutes the entire agreement of the parties and may not be amended except by written instrument executed by Lessor and Lessee.

Executed this _____ day of _____, 20__.

_____ (Lessee)

By: _____
Name: _____
Title: _____

City of Clarkston (Lessor)

By: _____
Name: _____
Title: _____

Special Stipulations Granted:

Lessee Signature

Lessor Signature

<u>For Office Use Only</u>		
Deposit : _____	Rental Fee: _____	Additional hours fee: _____
Table Cloths Rental: _____	CC Processing Fee: _____	
Total Due: _____		