

**City of Berlin, Georgia
Social Hall Rental Agreement**

This Facility Lease Agreement is a nontransferable contract, and the terms herein are not mere recitals but are legally binding. Please review the following carefully before executing. Reservations are made on a first-come-first-served basis.

Lessee Name (“Lessee”): _____

Mailing Address: _____

Telephone: _____ Cellular: _____

Email Address: _____

If Lessee is a Group or Entity, the representative or authorized agent is: _____

Lease Date(s) and times reserved: _____ (the “Term”)

This Facility Lease Agreement (“Agreement”) is entered into this ____ day of _____, 20____, between City of Berlin, (“Berlin”) and Lessee (as listed above).

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions stated herein, the receipt and sufficiency of which is hereby acknowledged by both parties, the parties agree as follows:

- A. Premises.** The facilities being leased or rented for an event or other special occasion is the Social Hall located at 283 Langford Street, Berlin, Georgia 31722 (the “Social Hall”) and includes the parking lot, furniture, appliances, and other fixtures of the Social Hall.
- B. Term.** The dates listed above shall be the term of the rental established by this Agreement.
- C. Rental Policies and Procedures.**
 - 1) Execution of this Agreement and payment of all deposits are required to reserve the Social Hall. The rental fee is \$50.00 per day and a \$50.00 deposit must be paid at the time this Agreement is executed. The security and cleaning deposit is \$50.00 and must be paid at the time this Agreement is executed. The remaining rental balance shall be paid at least three (3) business days prior to the date of event. Deposits for a reserved function may be refunded to the Lessee if notification is given to Berlin’s City Clerk in writing at least three (3) days prior to the beginning of the rental Term. The rental fee and deposit shall not be refunded if the event is cancelled within 48 hours of the reserved Term.
 - 2) The Social Hall may only be occupied on the Term day from 6:00am through 11:59pm, including any setup, event and cleanup.

- 3) The individual executing this Agreement on behalf of himself/herself/the entity shall be personally present at all times of the event, including, but not limited to the setup and cleanup.
- 4) Lessee is responsible for any and all damages to the facilities and/or grounds of Berlin caused by acts of the Lessee or its agents, employees, patrons, invitees or guests whether accidental or otherwise. Berlin is not responsible for any equipment, supplies, materials or other items owned by the Lessee or its agents, employees, patrons, guests, businesses or organizations that are used by Lessee at Berlin.
- 5) The facilities and grounds of Berlin shall be left in the same order in which they were found. All trash, food, and beverages shall be placed in trash containers which are provided. Other items which are the property of the Lessee or its agents, employees, patrons or guests shall be removed by the end of the rental Term as established herein. Rental includes the use of the facility's table and chairs which shall remain inside the building. Benches on the side walls are not to be removed.
- 6) No open flame, smoke making device or items of an explosive nature that might unreasonably increase the danger of fire at Berlin may be used upon leased premises.
- 7) No rice may be thrown inside or outside the leased facility. Birdseed is permitted outside the leased facility but shall be swept up by the Lessee. Any bubble containers, nets, ribbons or other similar items shall be cleaned up by the Lessee. All items thrown by the Lessee or its agents, employees, patrons or guests shall be approved by Berlin prior to the reserved date provide in this Agreement.
- 8) Smoking inside any facility on Berlin is strictly prohibited. Smoking is permitted outside the facility. The Lessee shall be responsible for cleaning up any and all cigarette butts that are thrown in flowerpots, flowerbeds, grass and all other areas of Berlin.
- 9) The City of Berlin does not provide any person to explain, demonstrate or operate any of the equipment and Lessee must provide its own personnel to operate equipment or appliances.
- 10) Reasonable caution and care shall be used when setting up tables, chairs, props or other decorations. Lessee shall not drag or roll items across the floor of the facility. Decorations shall not be glued, stapled, tacked or nailed to the walls or ceiling. Any tape used shall be removable in such a manner that does not cause damage.
- 11) Alcoholic beverages are strictly prohibited inside the facility and on City property.
- 12) The proposed use and/or event must not exceed the size and nature of the Social Hall and shall not risk damage to the premises or risk of fire, security or safety regulations.
- 13) The kitchen, restroom and all other areas must be cleared of debris and properly cleaned. Lessee is responsible for returning the kitchen to its condition prior to the event, including cleaning the Social Hall; returning all tables and chairs to their original place; wiping down all tables and chairs; mopping up spills; vacuuming carpet; picking up trash both inside and outside; turning off the A/C upon leaving. Food shall not be left on the counter, in the refrigerator or the freezer. Lessee is responsible for insurance all equipment, stoves, burners are

turned off. Lessee shall insure that the refrigerator and freezer are turned on and the AC/heat is returned the original setting. Grease and food shall be disposed of properly; grease is not to be poured down the sink. Cooking utensils are not furnished. Complete cleanup must be accomplished prior to 11:59pm on the Term date and is a material condition of receiving any refund of the cleanup and security deposit.

D. Indemnification. Lessee shall at all times use and exercise a high degree of care and caution to avoid injury or damage to or destruction of the facilities and grounds of Berlin by fire or otherwise. Lessee shall, jointly and severally with the organization he/she represents, indemnify and hold harmless Berlin, its affiliates, employees, agents and assigns, from any and against any and all liabilities, losses, thefts, obligations, claims or damages to property or injuries to person or persons, including death arising therefrom, plus all costs and expenses, including reasonable attorney's fees, Berlin may suffer or incur by reason of any claim whatsoever arising out of (or alleged to arise out of) incidents occurring which are caused by the Lessee or any of Lessee's affiliates, agents, employees, assigns or guests or anyone howsoever associated with the Lessee in the exercise of this Agreement or the exercise of any activities of Lessee or anyone howsoever associated with Lessee whatsoever on Berlin or any of its facilities. Berlin shall not be liable to Lessee or anyone howsoever associated with Lessee for any loss or damage to property or injuries to person or persons, including death arising therefrom, sustained by Lessee or anyone howsoever associated with Lessee. This obligation shall survive the termination of this Agreement.

E. Miscellaneous.

- 1) Entire Agreement. This Agreement contains the parties' entire understanding with respect to the subject matter hereof, and supersedes any and all prior correspondence, discussion, and representations. Any amendment or modification of this Agreement shall be in writing and executed by the parties hereto.
- 2) Compliance with Laws. The parties hereto shall comply with all applicable laws, rules and regulations of all governmental and regulatory authorities. The parties intend that this Agreement shall comply with all applicable laws, rules and regulations of all governmental and regulatory authorities.
- 3) Governing Law. This Agreement shall be governed by and construed under the laws of the State of Georgia; jurisdiction and venue shall lie exclusively in Colquitt County, Georgia.
- 4) Representations. Lessee represents that he/she has read and fully understands the terms of this Agreement and assents to all of the rights, duties and obligations contained herein.

F. Fees. Lessee agrees to pay, upon the terms as set out in this Agreement, the fees and charges for the rentals including the costs to repair or replace any part or portion of the premises or any other property, including any amounts exceeding the security and cleaning deposit, of Berlin damaged by Lessee or its affiliates, agents, employees, assigns or guests. The security deposit may be returned upon cleaning the Social Hall in a satisfactory manner and in the event no items are damaged or destroyed. Any refund shall be payable to the individual originally tendering said funds or deposit. In the event that any fee or charge is not paid upon demand and

Lessee resorts to collection through a third party, including collection agency or attorney, then Berlin shall be entitled to demand and collect 15% of the outstanding balance, plus any and all expenses of collection or litigation.

G. Personal Guaranty. Lessee, individually and on behalf of its organization, personally guarantees the terms and conditions hereof, including but not limited to the setup, occupation, use, cleanup and any fees and charges associated with the rental.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

LESSEE:

Signature: _____

Name of Individual: _____

Name of Organization: _____

Title (if an Organization): _____

Accepted by LESSOR on behalf of Berlin:

Signature: _____

Name: _____

Title: _____

TOTAL RENTAL AMOUNT (including deposits):

DEPOSIT PAID:

Date:

BALANCE DUE:

BALANCE PAID:

Date:

REFUND OF DEPOSIT/SECURITY:

Date: