

**OAKWOOD COMMUNITY CENTER
LEASE AGREEMENT**

CITY OF OAKWOOD
P.O. BOX 99
4035 WALNUT CIRCLE
OAKWOOD, GEORGIA 30566
770-534-2365

TODAY'S DATE: _____

THE FOLLOWING IS NOT PERMITTED AT ALL DURING YOUR EVENT:

- DJ/LIVE BAND
- CHARGE ADMISSION
- ALCOHOL
- GRILL

PLEASE FILL OUT COMPLETELY:

LEASE IS VOIDED IF NOT COMPLETED, SIGNED AND APPROPRIATE FEES PAID.

FACILITY DESIRED: COMMUNITYCENTER #1 TIME BEGINS: 10:00am ENDS: 3:00pm
 TIME BEGINS: 5:00pm ENDS: 10:00pm

RENTAL DATE: _____ TYPE OF EVENT: _____

NAME: _____

ORGANIZATION (IF APPLICABLE): _____

PHYSICAL ADDRESS: _____

MAILING ADDRESS (IF DIFFERENT): _____

EMAIL: _____

PHONE: _____ OTHER: _____

BUILDING HOLDS A MAXIMUM CAPACITY OF 50 PEOPLE

FEES & CHARGES:

DAMAGE DEPOSIT \$ 100.00 PAYMENT BY:
RENTAL FEE \$ _____ CC APPROVAL # _____
TOTAL DUE \$ _____ CHECK # _____ CASH REC # _____

IF MANAGEMENT DETERMINES THAT POLICE PROTECTION IS REQUIRED, LIST THE OFFICER'S LESSEE HAS CONTRACTED TO BE ON DUTY: _____

Having read all rules and regulations of this lease and any attached governing the rental of the above listed facilities; I/We hereby agree to abide by same and agree to be responsible for proper use of said facility as agreed in this contract. I acknowledge receipt of facility/park regulations.

LEASEE: _____ **DATE:** _____

CITY AGENT: _____ DATE: _____

LATE/KEY FEE: \$10.00 _____

OAKWOOD COMMUNITY CENTER

Lease Agreement

I acknowledge the following:

- *Your scheduled time for leasing the community center is specified on the Oakwood Community Center Lease Agreement.*
- *Lease times are seven days a week, 10:00 am – 3:00 pm or 5:00 pm – 10:00pm.*
- ***Any leasee entering or remaining in the community center outside of the specified lease time (as shown on the Oakwood Community Center Lease Agreement) will automatically forfeit said deposit.***
- *Should you violate the lease agreement and enter the build your items are subject to removal by the city staff and/or their designated person.*
- *With the exception of perishables, items may be claimed the next business day.*
- *The city will not assume any responsibility for items that may be lost, stolen or unaccounted for.*
- *Amusement Items (Moonwalks, Waterslides, etc.), Petting Zoos and similar forms of outdoor entertainment are prohibited within the park area.*
- ***NO*** grills.
- ***NO*** refund will be issued should you fail to pick up the key prior to your event. *Business Hours are between 8:00 am – 4:00 pm, Monday through Friday.*
- *There is a \$10.00 late fee if the key is not returned on the following business day. Your key should be placed in the drop box at the end of your rental time.*

I have read and agree to the above

Leasee

**LEASE AGREEMENT & RULES/REGULATIONS
GOVERNING USE OF THE OAKWOOD CITY PARK
COMMUNITY CENTERS
OAKWOOD, GEORGIA**

STANDING RESERVATION OF FACILITIES: The facilities may be reserved on a standing basis for a day certain on a periodic basis. Such reservation may be for dates that are Monday through Thursday only. The standing reservation may be avoided and/or cancelled by the management on 30 days notice for any reason. Full payment for use of the facility is required payable monthly at least one week prior to the first event/use of the month.

RENTAL FEE: The rental fee of \$25.00 (city resident) or \$50.00 (Non-resident) shall be paid for the facility at the time of such reservation.

DAMAGE DEPOSIT: A damage deposit of \$100.00 for both City resident and Non-resident shall be paid for each facility reserved at the time of such reservation.

REFUND DEPOSIT: The total damage deposit fee must be received in order to confirm a reservation. No refunds will be granted after the day the facility has been scheduled for usage. If a request for a refund is made at least five (5) business days before the scheduled usage, a full refund of the rental fee will be made less a 20% service charge. If a request for refund is made less than five business days before the scheduled usage, a full refund will be made less a 50% service charge.

CANCELLATION BY LESSEE: Failure to notify the management of cancellation of a reservation at least one week prior to the rental date shall result in forfeiture of any fees paid.

FEE TERMS: Payment from out of town clients must be made by a money order, cashier's check or cash. Rental fees charged include only those rooms/spaces specified in the lease. Use of additional rooms/spaces without prior payment will result in the billing of appropriate fees.

CURFEW PENALTY: A penalty of ½ the base daily rental will be charged for each hour (or portion thereof) the lessee exceeds the maximum rental time unless a time extension has been approved in writing by the management.

ANNUAL RENTAL: Annual/Standing rentals must be re-confirmed yearly. The management does not assume responsibility for these bookings.

LESSOR'S RIGHT TO MOVE LESSEE'S SPACE: In permitting the use of the spaces herein before mentioned, lessor retains the right to assign an alternate space for use by the lessee. Lessor agrees that assignment of alternate space will be utilized only in cases where multi-day or total facility bookings are requested.

COMPLIANCE WITH LAWS & REGULATIONS: Lessee will comply with all laws, ordinances and regulations adopted or established by Federal, State or Local government agencies or bodies as well as all facility rules and regulations as provided by lessor and lessee will require that its agents or employees do likewise.

Note: This includes all regulations of the Hall County Fire Department/Marshall and the City-County Inspection Department.

WIRING: Any additional wiring must be approved by the inspection department and/or the Fire Marshall and shall be installed at the expense of the lessee.

DANCES: Dance/Hall Clubs ordinance of the City of Oakwood. A local, civic, veteran, educational or cultural organization must sponsor the dance. Police protection shall required for dances and scheduling of payment of said police protection shall be the responsibility of the lessee. The management must be notified prior to the event of the officers scheduled to work the event. Appropriate dress for dances or other functions is required.

CONCESSIONS: The management shall run all concessions when deemed profitable.

CATERING: All catering must be performed by caterers who have a valid business license in the State of Georgia (a copy of which must be supplied as a part hereof). Caterers who do not have a valid business license will not be allowed to use the Oakwood City Park. It is the responsibility of the lessee to make arrangements only with a caterer who is approved.

ALCOHOLIC BEVERAGES: No alcoholic beverages or drinking of intoxicating beverages shall be done in or around lessor's facility.

SMOKING: No tobacco products or any kind shall be done in or around lessor's facility.

CHAPERONES: Any events for teenagers shall require at least six adult chaperones.

BUSINESS LICENSE: Any profit-making entity that conducts an event for the purpose of making a profit must have a valid business license issued in accordance with Georgia Law. (Non-profit organizations are those holding IRS tax exempt status and have a tax-exempt number).

DECORATIVE MATERIAL: NO DECORATIVE MATERIAL SHALL BE ATTACHED TO ANY PART OF LESSOR'S FACILITY SO AS TO DAMAGE THE FACILITY (INCLUDES TAPE, PUTTY OR STAPLES IN THE WALL/CEILING). THERE IS TO BE NO MARRING AND NO NAILS, TACK OR TAPE USE OR OTHERWISE ATTACHED TO THE FACILITY WITHOUT PRIOR CONSENT OF THE MANAGEMENT. NO SMALL POOLS OR DECORATIVE WATER DEVICES ARE ALLOWED IN THE LESSOR'S FACILITY.

SIGNS: No signs shall be posted or used except in spaces provided therefore. Lessee shall remove all signs not meeting approval of management and not meeting requirements of the city sign ordinance.

SERVICES PROVIDED: Lessor will provide heating/air conditioning, overhead lighting (where available), vacuum cleaner, broom and tissue paper.

INDEMNITY: Lessee agrees to indemnify, defend and hold harmless the lessor against all damages, expenses, costs, fees, charges, loss and liability, whether groundless or otherwise, which may be now or hereafter incurred against lessor by reason of any suits, actions, claims, proceedings, judgements or administrative rulings arising out of or in connection with the lease of the Lessor's facility of any portion thereof.

LESSOR'S RIGHT OF ENTRY: In permitting the use of the space herein before mentioned, Lessor does not relinquish and does hereby retain the right to enforce all necessary and proper rules for the management and operation of the said premises. Duly authorized representatives of the owner may enter the premises to be used, an all of the premises, at any time on any occasion without any restrictions whatsoever. All facilities, including the area which is the subject of this lease, and all parking areas shall be at all times under the charge and control of lessor.

AGREEMENT TO QUIT PREMISES: Lessee agrees to quit leased space no later that the end term of this agreement and further agrees to leave leased space in condition equal to that at the commencement date of this lease, ordinary wear and use only excepted. Lessee is responsible for any damages done to the facility and will forfeit the damage deposit should damage occur. In addition, lessee will be responsible for payment of additional damages not covered by the damage deposit.

REMOVAL OF PROPERTY: Lessee agrees that all material pertinent to the event which are not the possession of the lessor will be removed from the premises before the expiration date of this lease.

PAYMENT OF DAMAGES: Lessee agrees to pay cost of repair or replacement for any and all damages of whatever origin or nature which may have occurred during the term of this lease in order to restore the leased space or other parts of the lessor's premises affected by the event to condition equal to that at the time this lease went into effect. Lessor will provide detailed billing and accounting to lessee when such restoration is completed.

COMPLETE AGREEMENT: All terms and conditions of this written lease agreement shall be binding upon the parties, their heirs or representatives and assigns and cannot be waived by any oral representative or promise of any agent or other representative of the parties hereto unless the same be in writing and signed by the duly authorized agent or agents who executed this lease agreement. Such written document must be incorporated by specific references herein as a part of this lease agreement.

SUBLEASE: The lessor's facility cannot be subleased without approval by the management.

BOOKING EVENTS: The management shall use discretion in booking like or similar events which are open to the public so as to avoid a time wise interference that would not be in the best interest of the lessee or the city. A booking shall only be considered as such after all contractual requirements of advance deposits have been fulfilled. Unless otherwise specified in writing, the management shall be privileged to schedule other events before and after dates of a lease without notice to the lessee.

PAVILIONS: No amplifiers or any other devise for amplifying sound are allowed without approval of the management. Use of pavilions are restricted to 8:00 a.m. until 8:00 p.m.

IN WITNESS WHEREOF: Having read and understand the above rules and regulations set forth by the management, I/We agree to abide by same and agree to be responsible for proper use of said facility as agreed in the lease.

Assumption of Risk and Waiver of Liability Relating to
Coronavirus/COVID-19

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. **COVID-19 is extremely contagious** and is believed to spread mainly from person-to-person contact and high contact surfaces. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups and people.

The City of Oakwood has put in place preventative measures to mitigate the spread of COVID- 19; however, the City **cannot guarantee** that anyone you are legally responsible for or yourself will not become infected with COVID-19 by utilization of a City facility. Further, gathering at any type of event could potentially increase risk of contracting COVID-19.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that those I am legally responsible for and myself may be exposed to or infected by COVID-19 by utilization of City facilities and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 by utilization of City facilities may result from the actions, omissions, or negligence of myself and others, including but not limited to my event participants and their families.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to those I am legally responsible for and myself, including, but not limited to, personal injury, disability, death, illness, damage, loss, claim, liability, or expense or any kind, that I or the party I am responsible for may experience or incur in connection with mine or his/her participation in my event by utilizing the City facilities. On my behalf and on behalf of those I am legally responsible for, I hereby release, covenant not to sue, discharge, and hold harmless and indemnify the City, its employees, agents, and representatives, of and from any and all claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any claims based on the actions, omissions, or negligence of the City, its employees, agents and representatives, whether a COVID-19 infection occurs before, during, or after participation of my event and utilization of a City facility.

I further agree to take all steps necessary to comply with the Executive and Emergency Orders issued by the World Health Organization (WHO), the Federal Government, the State of Georgia, and the City of Oakwood.

Print Name of Applicant

Signature of Applicant

Date

Print Name of Applicant