

VIDALIA COMMUNITY CENTER
HOUSE RULES

1. The rental agreement is between the City of Vidalia and the designated renter who is responsible for compliance with all rules and regulations governing use. **(Note : This agreement does not authorize use of the Senior Citizens Section of the Building)**
2. Premises shall be utilized for approved purpose outlined on lease application and lease agreement and no other.
3. The Vidalia Community Center is a **NON-SMOKING FACILITY**.
4. Lessee is responsible for actions of all parties affiliated with the approved event. Lessee is responsible to inform contractors of all rules.
5. **NO OPEN FLAMES (including candles) are allowed inside the building (except sterno for warming food). If you do not adhere to this, it will automatically result in the loss of your deposit and possible disruption of your event.**
6. Food, garbage and used decorations must be placed in dumpster outside of the facility. Failing to do this will result in an extra (\$50) cleaning fee charge being taken out of deposit refund.
7. Organizations/persons hosting youth activities (under 21) must properly supervise those activities to ensure compliance with all terms and conditions of the Lease Agreement. **Alcoholic beverages are not to be served to anyone at a youth event on premises nor parking lot area. If alcoholic beverages are found at any event that is not stated in/on application or restricted to have at event, the city has full rights to shut down the said event, withhold deposit on file and not allow said lessee to rent the facility again.**
8. **NOTHING WHATSOEVER IS TO BE ATTACHED TO WALLS.** If any tape, glue, or tacks are found on walls, this will be an automatic forfeit of deposit and an extra damage fee for the cost to fix and repaint damaged area.
9. **ANY STAINS CAUSED BY ALCOHOLIC BEVERAGES (I.E; WINE), FOOD, OR CANDY WILL RESULT IN A FORFEIT OF DEPOSIT TO COVER THE CLEAN UP FEE.**
10. **ABSOLUTELY NO MATERIAL SUCH AS GLITTER, HAY, STRAW, ETC. IS ALLOWED TO BE USED IN THE BUILDING. IF CLEANING INSPECTION FINDS THAT ANY TYPE OF SAID MATERIAL WAS USED, DEPOSIT WILL BE AUTOMATICALLY FORFEITED AND ANY ADDITIONAL CLEANING FEES WILL APPLY.**
11. Set up and take down is included in rental fee. Lessee is responsible for the building being turned in to the city in the same condition as it was received. **If cleaning exceeds a normal cleanup job, an extra fee will be charged according to the job and will be paid separately to the cleanup crew from lessee.**

12. Special Conditions:

Security required: Yes___ No___ Initial ___

FEE_____

In addition to the fees being charged for rental, certain other fees may apply:

All functions require a minimum of one off duty officer. This will be charged at \$35.00 per hour rate per officer. This will be determined by the number of expected guests.

One off duty police officer is required from 0-100 people.

Two off duty officers are required from 101-400 people.

Three off duty police officers are required from 401 people and up.

If lessee fails to get security in a timely manner for event, the city has the right to deny all access to facility and withhold deposit.

The city has all rights to shut down any event at any time if lessee does not adhere to all house rules.

Your contact person for security is Garry Colson, Vidalia Police Department, and he should be contacted at least one month prior to your event at 912-537-4123.

13. Request for discounted rental fee:

Discounted rental fees can be requested by qualified 501(C) 3 organizations only. A letter must be sent to the City Manager with the following information: Name of organization, state where organization is a 501(C) 3, purpose of event, use of funds being collected, how funds will be used in Vidalia, date requested, room requested to be used. Only one request per year allowed.

The setup and clean up fees cannot be waived.

The request and amount waived must be approved by the City Manager.

Discount Request: Approved _____ Denied _____ Discount \$_____

14. Rental Times of Facility are as follow. Lessee shall only have rental rights to the facility between the times of 6:00A.M. of said date referenced on application until 12:00 A.M. **Lessee must be vacated and all personal items taken with them and all trash out to dumpster by 12:00 A.M.**

15. Zones or areas not rented in application: If lessee and/or parties of lessee enter any part of the facility that is not rented by lessee on application, an extra rental fee will be applied for that zone area, deposit will be forfeited along with an extra clean up fee charged. **No items are to be removed or used from the kitchen not provided in the rental.** Your deposit will be forfeited if the kitchen or supplies have been utilized. **The extra kitchen is not part of the Community Center Rental.**

My signature indicates that I understand the rules governing use of the Vidalia Community Center and I agree to abide by them as well as all conditions in the Lease Agreement.

Lessee's Signature

NAME: _____
 DATE: _____
 CONTACT PHONE: _____

Failure to return the key will result in the loss of deposit plus additional charges to cover the replacement costs. Minimum of \$350.00

 Lessee Signature

Special Conditions and Comments: _____

 LESSEE

 LESSOR REPRESENTATIVE

Zone 1	All of Building	\$1,500.00	Received	_____	Date	_____
Zone 2	New DBL Rooms	\$1,250.00	Received	_____	Date	_____
Zone 3	Original Room	\$450.00	Received	_____	Date	_____
Zone 4	1/2 New Room	\$625.00	Received	_____	Date	_____
Deposit	Zone 1	\$750.00	Received	_____	Date	_____
Deposit	With Alcohol	\$1,000.00	Received	_____	Date	_____
Deposit	Zone 2	\$500.00	Received	_____	Date	_____
Deposit	With Alcohol	\$750.00	Received	_____	Date	_____
Deposit	Zone 3	\$350.00	Received	_____	Date	_____
Deposit	Zone 4	\$500.00	Received	_____	Date	_____
Deposit	With Alcohol	\$750.00	Received	_____	Date	_____
One Day Prior to Event 1/2 Price			Received	_____	Date	_____

PLEASE RETURN TO: Sabrina Toole
 P.O. Box 191
 Vidalia, Georgia 30475

MAKE CHECKS PAYABLE TO: VIDALIA RECREATION DEPARTMENT

LEASE AGREEMENT

This Lease Agreement, made and entered into this _____, day of _____ 20____, between the **City of Vidalia**, hereinafter referred to as Lessor and, _____ as Lessee.

WITNESSETH:

For and in consideration of the covenants, representations and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, Lessor does hereby lease the Vidalia Community Center Zone ____ as indicated on the attached exhibit **(excluding that portion known and designated for senior citizens use)** hereinafter referred to as premises subject to the following terms and conditions:

-1-

The period of the Lease shall be from _____ through _____. Lessee shall pay in advance to the Lessor the sum of _____ for security deposit and the sum of _____ for the rent of the premises and the sum of _____ for clean-up, made out to Genie in a Bucket. The security deposit shall be refunded to Lessee following termination of the Lease and following an inspection of the premises, less deductions for damages to the premises or cost of repairs. Lessee agrees to pay for any and all damages to premises caused by lessee's use of the facilities that are in excess of the security deposit amount. Security deposit will not be refunded until rental key has been returned.

Trash resulting from the Lessee's use of premises must be placed in the dumpster on site. Initial _____ Thirty day notice is required if Lessee desires to cancel in order to receive refund of deposit. If rental fee is paid with a check, the deposit refund will not be refunded until after the check has cleared the city bank account and the rented room has been inspected.

-2-

Lessee shall maintain, clean, repair and restore the premises and grounds in and to the same conditions as when the premises were delivered to the Lessee. Restoration includes removal of all decorations, additions, etc. specific to the Lessee's use, removal of trash and cleaning of premises. Separate arrangements can be made with Community Center maintenance staff to clean facility after an event. The cost would be agreed upon with the maintenance staff and are independent of this agreement.

-3-

Lessor or its designee shall have the right to enter premises at all reasonable times to inspect same and to make repairs, alterations or improvements as Lessor may deem necessary.

-4-

Premises shall not be used for any illegal purpose, nor in any manner to create any nuisance or trespass; nor in any manner to vitiate the insurance or increase the rate of insurance on the premises. Premises shall be used for the following purpose only and no other whatsoever.

(Complete & Detailed Description of activity)

Lessee shall not offer for sale or compensation of any form of alcoholic beverage (CASH BAR) on the premises of the Vidalia Community Center Building during the term of the rental contract. **No (For-Profit) events are allowed.**

Lessor agrees to monitor the conduct of all persons in attendance on the premises and take adequate steps to ensure the safety and security of all persons on the premises as well as the protection and preservation of the physical and structural integrity of the premises. In order to do this Lessee agrees to the following:

- (a) Forfeiture of deposit if, in the judgement of the Lessor, security and safety has been compromised
- (b) Lessee agrees that Lessor may require security and supervision at Lessee's expense. Lessee agrees to jurisdictional authority of the Vidalia Police Department and Toombs County Sheriff's department.
- (c) In the event the Lease is terminated due to violation of the terms of the Lease by the Lessee there shall be no pro-ration or abatement of the rent. This decision shall be the sole discretion of the Lessor or its designee

Lessee shall indemnify and hold Lessor harmless from and against any and all claims, liabilities and demands arising from Lessee's use of leased property or negligence of the Lessee, its officers, agents, employees and/or invitees, as well as those arising from Lessee's failure to comply with any covenant of this Lease on its part to be performed, and shall at its own expense, defend the Lessor against any and all suits or actions arising out of such negligence.

This Lease shall not be sublet or assigned to any other individual, individuals or activity.

Failure of Lessor to exercise power given Lessor hereunder or to insist upon strict compliance by Lessee shall not constitute a waiver of Lessor's right to demand exact compliance with terms hereto.

This Lease, in conjunction with the Vidalia Community Center House Rules, contains the entire agreement of the parties hereto and shall not be changed modified or amended except in writing.

The terms and conditions of the Vidalia Community Center House Rules, the receipt and understanding of which I hereby acknowledge, are hereby made a part of this Lease Agreement as if fully set out herein.

LESSOR
City of Vidalia

By: _____

LESSEE

By: _____

CONTACT FOR SET UP AND CLEAN UP:

**SHANNON RENTERIA
912-293-9900**

**PAYMENT FOR CLEAN UP MUST BE SEPARATE FROM THE DEPOSIT AND RENTAL FEE AND PAID WHEN
YOU PICK UP THE KEY
PAYMENT SHOULD BE MADE TO GENIE IN A BUCKET.**