

HARDY HALL RENTAL AGREEMENT
113 Church Alley
Brooks, GA 30205

Hardy Hall (hereinafter referred to as "Hall") is available for rent from the Town Council of the Town of Brooks, GA (hereinafter referred to as "Town") for use by the residents of the Town and the general public, subject to the terms and conditions set for in this Rental Agreement and the Rules and Regulations, attached hereto as Exhibit A and made a part hereof (collectively hereinafter the "Rental Agreement"). The Town of Brooks, for the purposes of renting Hardy Hall, shall serve as the Rental Agent for the Town.

- A. The Hall is available for rent between the hours of 8:00 a.m. and 10 p.m. daily and may be rented by any individual at least twenty-one (21) years of age, on behalf of him/herself or on behalf of a group or organization (hereinafter referred to as "Renter"). Extended hours may be available upon request.
- B. Rent for Hardy Hall shall be ONE HUNDRED & TWENTY-FIVE (\$125.00) DOLLARS. The Rent includes opening the Hall up to two (2) times (if allowable): for decorating and for the event. Opening times may be discussed at the time the Rental Agreement is executed by the parties; actual times will be reviewed and set just prior to event. If the Cushioned Chairs are requested, an additional rental fee of THIRTY-FIVE (\$35.00) will be added making the total rental fee ONE HUNDRED & SIXTY DOLLARS (\$160.00).
- C. A Refundable Security Deposit in the amount of ONE HUNDRED FIFTY (\$150.00) DOLLARS shall be paid by Renter to cover the cost of any damage to the building, furniture or furnishings. The Security Deposit shall be refunded by Town to Renter only after inspection of the Hall by the Town or its Rental Agent and it has been determined that no damage has occurred as a result of Renter or Renter's guests. If damage has occurred, including but not limited to damage to floors, walls, appliances, furniture, furnishings, plumbing, electrical, landscaping, property of Renter's guests, etc., the cost of repair or replacement shall be deducted from the Security Deposit and the remaining balance of Security Deposit, if any, shall be refunded to Renter. Cost of damage in excess of the Security Deposit will be paid by the Renter after the Town has received estimates to repair the damage. Intentional damage or damage occurring due to neglect by Renter or Renter's guests could result in legal action.
- D. Upon acceptance and execution of the Rental Agreement by Renter, the Renter shall make payment of the Rent and the Security Deposit. Upon acceptance of the Rental Agreement executed by Renter and upon receipt of the Rent and Security Deposit, the Town's Rental Agent shall execute the Rental Agreement on behalf of the Town. **NOTE: A Rental Agreement without the signature of the parties and payment in full of the Rent and Security Deposit is not valid. The rental date is not guaranteed without a valid Rental Agreement.**
- E. All activities of Renter and Renter's guests must be terminated and the Hall vacated and locked no later than midnight. The parking area must be vacated no later than 12:15 a.m. In the event any activity continues beyond midnight and/or the Renter or Renter's guests fail to vacate the Hall by midnight or the parking area by 12:15 a.m., then Renter shall pay to Town an additional FIFTY (\$50.00) DOLLARS for each additional full/partial hour of activity or parking beyond midnight until the Hall and parking area are completely vacated.

- F. Any monies due from Renter to Town as a result of Item E above must be paid to Town within five (5) business days following the date of Rental. Renter's failure to make such payment to Town will result in Renter's forfeiture of the Security Deposit.
- G. All activities of Renter and Renter's guests shall occur only **within** the Hall, unless previously approved by the Town and noted in the Rental Agreement.
- H. Adult supervision is required at all times during the rental period and such adult shall be over twenty-one (21) years of age. If the event is to be attended by individuals under eighteen (18) years of age, Renter shall provide no less than one adult over twenty-one (21) years of age to serve as chaperone for every twelve persons present under eighteen (18) years of age.
- I. NO PETS are allowed in Hardy Hall.
- J. Renter is solely responsible for the conduct of all individuals present during the rental period. Renter shall ensure that all individuals present comply with the terms of the Rental Agreement and of all applicable Ordinances of the Town. Any expenses incurred by the Town as a result of the actions of Renter or Renter's guests or any individual present during the rental period shall be charged to and paid for by the Renter and/or forfeiture of the Security Deposit.
- K. The Town reserves the right to refuse the rental of the Hall to any individual or organization, including those that have on a previous occasion rented the Chapel and/or Hall and failed to comply with any of the terms or conditions set forth in the Rental Agreement and/or Rules and Regulations, or Town Ordinances.
- L. Any request to cancel the Rental Agreement must be made in writing by the Renter. A cancellation fee in the amount of FIFTY (50%) PERCENT of the Rental set forth in Item B above will be charged to Renter in the event the written cancellation is received less than thirty (30) days prior to the rental date. No refund of the Rent will be made to a Renter in the event the written cancellation is received less than seven (7) days prior to the rental date.
- M. Renter understands that neither the Town, nor its Rental Agent, has conducted a thorough inspection of the premises to determine if the premises might be hazardous or dangerous to the Renter or to Renter's guests. Renter assumes any and all risk to Renter and to Renter's guests. Prior to Renter bringing Renter's guests into the Hall or onto the premises, Renter shall make a thorough inspection for latent and patent defects and unsafe conditions and shall warn Renter's guests of such defects and conditions prior to their use of the premises.

By signing below, Renter acknowledges that he/she has fully read the Rental Agreement, including Exhibit A, Rules and Regulations, and fully understands the terms and conditions contained therein. Renter acknowledges that he/she is fully and solely responsible to the Town for any injury and damage resulting from the failure of Renter and/or Renter's guests to adhere to the terms and conditions of the Rental Agreement, including Exhibit A, Rules

and Regulations. Renter understands that such noncompliance may lead to the forfeiture of the Security Deposit and legal action.

Further, by signing below, Renter agrees to indemnify and hold harmless the Town of Brooks and its Town Council and its Rental Agent, from any and all claims, including damages, judgments and/or attorneys' fees, brought by the undersigned, a guest, or any third party, resulting from injuries occurring within or about the Chapel or Hall or the premises or the parking area, which are not solely caused by the intentional or wrongful conduct or grossly negligent conduct of the Town, its Town Council or its Rental Agent.

Date: _____

Date: _____

Renter - Signature

Town Agent

PRINTED Name of Renter

Renter Home Phone: _____

Renter Cell Phone: _____

Address of Renter

Renter Email: _____

Requested Rental Date: _____

From _____ am/pm to _____ am/pm

PAYMENT

- **Pay online at <https://brooksga.governmentwindow.com/start.html> ; or,**
- **If paying by check, pay to the order of Town of Brooks**

SUBMIT RENTAL AGREEMENT

- Email: library@brooksga.com;
- US Postal Service: Town of Brooks, P.O. Box 71, Brooks GA 30205; or,
- In person at the Brooks Library or Brooks Town Hall

STAFF USE ONLY

\$150.00 Security Deposit Paid on _____ by _____ (Checks payable to TOWN OF BROOKS)

\$125.00 Rental Fee Paid on _____ by _____ (Checks payable to TOWN OF BROOKS) or
\$160.00 Rental/Chair Fee Paid on _____ by _____ (Checks payable to Town of Brooks)

Exhibit A

RULES AND REGULATIONS

1. NO SMOKING in the Chapel or the Hall. Smoking is permitted ONLY outside the buildings.
2. NO ALCOHOL of any kind or type are permitted in the Chapel or Hall or on the premises or in the parking area.
3. NO DRUGS of any kind or type are permitted in the Chapel or Hall or on the premises or in the parking area.
4. NO GAMBLING. NO ILLEGAL ACTIVITIES of any kind are permitted in the Chapel or Hall or on the premises or in the parking area. In the event the police, sheriff or any other authority is contacted by anyone for any for which the Renter or any of the Renter's guests is responsible, the Chapel and/or Hall and the premises and the parking area shall be immediately vacated and locked and the Renter shall forfeit the Rent and the Security Deposit.
5. NO CANDLES, except for a Unity Candle during a wedding ceremony in the Chapel, may be used. Mechanical candles may be utilized in both the Chapel and the Hall.
6. No decorations may be hung, taped, stapled, nailed or otherwise affixed to the walls, ceilings or pews of the Chapel. Aisle runners and aisle stanchions are not permitted. No decorations may be hung, taped, stapled, nailed or otherwise affixed to the walls or ceilings of the Hall. All decorations must be removed upon termination of the rental. No pictures or fixtures may be removed, even temporarily, from the walls of the Chapel or the Hall.
7. No glitter, confetti, rice, birdseed, petals, etc. may be tossed in the Chapel or Hall, the outside areas or in the parking areas. Silk rose petals may be strewn only in the aisles of the Chapel. Celebratory bubbles may be used ONLY outside the Chapel or Hall.
8. The Renter is responsible for setting up the Chapel and/or Hall. With regard to the Hall, the Renter may arrange the tables and chairs to suit the function. The Renter is solely responsible for returning the Chapel and Hall to its original condition, including placement of tables and chairs in the Hall.
NOTE: THE CONFERENCE TABLE LOCATED IN THE HALL MAY NOT BE MOVED.
9. **Please do not allow Food or Beverages in the Chapel.** Cooking and preparation of food is permitted within the kitchen area of the Hall using the cooking appliances available/provided therein. The use of additional appliances

or devices that must be plugged into an electrical outlet are prohibited. Renter may NOT bring any outside appliances for use at any event.

10. Any and all supplies utilized by the Renter must be furnished by the Renter. This includes, but is not limited to, tablecloths, linens, glasses, china, utensils, paper products, trash bags, etc.
11. NO Coolers are permitted in the Chapel. Caution should be taken by Renter when utilizing coolers in the Hall to insure that the flooring and furnishings are protected from possible leakage.
12. Any liquid or food spills must be cleaned up immediately by Renter. Carpet stains resulting from spills will result in deposit forfeiture. Brooms, mops, cleaning supplies, etc. can be found in the storage room and/or under the kitchen sink.
13. Any and all garbage, including decorations, gift paper, food leftovers, etc., must be appropriately bagged and removed from the premises by the Renter. GARBAGE SERVICE is provided outside the Hall.
14. Tables and chairs in the Hall must be returned to their original placement, including those needing to be folded and returned to storage. The kitchen counters and appliances must be wiped clean.
15. All belongings of Renter and guests must be removed from the premises. The Town is NOT responsible for any items, personal or otherwise, left behind by Renter.
16. In the event Renter brings in a vendor of any kind, such as a caterer or florist, etc., Renter is responsible for all aspects of vendor's presence on the property. Any damage by vendor is the responsibility of Renter.
17. Failure to comply shall cause forfeiture of the security deposit.
18. A personalized key code and unlocking instructions will be emailed to the Renter several days prior to event with agreed upon hours of availability. Code is strictly for use by Renter; other parties entering the Hall and/or Chapel without Renter present will render agreement null and void and may result in forfeiture of deposit.

By signing below, Renter understands that Renter is solely responsible for any damage to the Brooks Chapel and/or Hardy Hall, including damage caused by Renter's guests. Any damage will be identified and assessed by the Town, the Town's Rental Agent and/or the Town's cleaning crew at the time the Chapel and Hall are inspected and/or cleaned following Renter's use of the premises.

Date: _____

Date: _____

Renter - Signature

Town Agent