

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 (Exhibit A) and the Rules and Regulations (Exhibit B), attached hereto 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.

Exhibit A

- A. The Hall is available for rent between the hours of 8:00 a.m. and 10:00 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 & SIXTY (\$160.00) 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 the 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 & NINETY-FIVE DOLLARS (\$195.00). Additional openings/hours will be charged to the Renter at TWENTY-FIVE (\$25.00) DOLLARS per day (If available; this can be arranged no more than 7 days prior to the event date with a maximum of 4 hours. Please speak with the **rental agent prior to payment.**)
- C. A refundable Security Deposit in the amount of ONE HUNDRED FIFTY (\$150.00) DOLLARS shall be paid by the Renter to cover the cost of any damage to the building, furniture, or furnishings at the time of booking. The Security Deposit shall be refunded by the 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 because of the Renter or the 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. The Renter will pay the cost of damage(s) that exceed the Security Deposit after the Town has received estimates to repair the damage. Intentional damage due to neglect by the Renter or Renter’s guests could result in legal action.
- D. Upon acceptance and execution of the Rental Agreement by the Renter, the Renter shall make payment of the Rent and the Security Deposit. Upon approval of the Rental Agreement executed by the 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 Rental and Security Deposit is not valid. The rental date is not guaranteed without a valid Rental Agreement and full payment of both rent and security deposit.**
- E. All activities of the Renter and Renter’s guests must be terminated, and the Hall vacated and locked no later than 10:00 pm. The parking area must be vacated no later than 10:30 pm. In the event any

activity continues beyond 10:30 pm and/or the Renter or Renter's guests fail to vacate the Hall by 10:30 p.m. or the parking area by 10:30 pm, unless other arrangements have been made, then Renter shall pay to Town an additional ONE HUNDRED (\$100.00) DOLLARS for each additional full/partial hour of activity or parking beyond 10:30 pm until the Hall and parking area are completely vacated.

- F. Any monies due from Renter to Town because of Item C and/or E **must** be paid to Town within five (5) business days following the date of Rental. The renter's failure to make such payment to the Town will result in the Renter's forfeiture of the Security Deposit and possible legal action.
- G. All activities of the 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, the Renter shall provide no less than one adult over twenty-one (21) years of age to serve as chaperone(s) for every twelve persons present under eighteen (18) years of age.
- I. By order of the Fayette County Fire Marshall, the maximum number of persons permitted in the Hall is 60 in a "table and chair" setting and 110 persons with a "lecture-type" setting.
- J. NO PETS are allowed in Hardy Hall.
- K. 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 all applicable Ordinances of the Town. Any expenses incurred by the Town because of the actions of the 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.
- L. 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 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.
- M. 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 and will be charged to the Renter in the event the written cancellation is received less than thirty (30) days prior to the rental date. No refund of the Rental amount will be made to a Renter in the event the written cancellation is received less than seven (7) days prior to the rental date.
- N. 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 all risks to Renter and to Renter's guests. Prior to the Renter bringing Renter's guests into the Hall or onto the premises, the Renter shall make a thorough inspection for latent and patent defects and unsafe conditions and shall warn the Renter's guests of such defects and conditions prior to their use of the premises.

By signing below, the 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, the 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 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,

➤ **Check should be payable to the Town of Brooks**

➤ **All rental deposits will be refunded via check only**

PLEASE INDICATE IF YOU WANT YOUR REFUND CHECK MAILED OR PICKED UP AT EITHER THE TOWN HALL OR LIBRARY:

_____ MAILED VIA USPS

_____ PICK UP AT LIBRARY

_____ PICK UP AT TOWN HALL

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)

\$160.00 Rental Fee Paid on _____ by _____ (Checks payable to TOWN OF BROOKS) or

\$195.00 Rental/Chair Fee Paid on _____ by _____ (Checks payable to Town of Brooks)

\$25.00 Additional hours (if available) paid on _____ by _____ (Checks payable to Town of Brooks)

RULES AND REGULATIONS (Exhibit B)

Initial
Here

- _____ 1. NO SMOKING/VAPING in the Hall. Smoking is permitted ONLY outside the buildings.
- _____ 2. NO ALCOHOL of any kind or type is permitted in the Hall or on the premises, or in the parking area.
- _____ 3. NO DRUGS of any kind or type are permitted in the Hall or on the premises, or in the parking area.
- _____ 4. NO GAMBLING. NO ILLEGAL ACTIVITIES of any kind are permitted in the 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 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 are allowed. Electric and battery-operated candles are permitted for decoration in Hardy Hall
- _____ 6. Decorations may be hung ONLY ON THE APPROVED FOAM BOARDS. Nothing may be taped, stapled, nailed, or otherwise affixed to the walls or ceilings anywhere else in 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 Hall.
- _____ 7. No glitter, confetti, rice, birdseed, petals, sparklers, etc. may be used/tossed in the Hall, the outside areas, or in the parking areas. Celebratory bubbles may be used ONLY outside the Hall.
- _____ 8. The Renter is responsible for setting up the Hall. Regarding the Hall, the Renter may arrange the tables and chairs to suit the function. The Renter is solely responsible for returning the Hall to its original condition, including the placement of tables and chairs in the Hall.
- _____ 9. Cooking and preparation of food are 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. The Renter may NOT bring any outside appliances for use at any event. The use of outdoor cooking implements, such as grills, smokers, deep fryers, etc., is also prohibited.
- _____ 10. All supplies utilized by the Renter must be furnished by the Renter. This includes, but is not limited to, tablecloths, linens, glasses, dishware, utensils, paper products, trash bags, etc.
- _____ 11. Caution should be taken by the Renter when utilizing coolers in the Hall to ensure that the flooring and furnishings are protected from possible leakage. Damage from leakage may result in the forfeiture of the security deposit.
- _____ 12. Any liquid or food spills must be cleaned up immediately by Renter. Brooms, mops, cleaning supplies, etc., can be found in the storage room and/or under the kitchen sink.
- _____ 13. 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 returned to storage. The kitchen counters and appliances must be wiped clean.
- _____ 15. All belongings of the 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., the Renter is responsible for all aspects of the vendor's presence on the property. Any damage by the vendor is the responsibility of the Renter.
- _____ 17. Failure to comply shall cause forfeiture of the security deposit and possible forfeiture of future rental privileges
- _____ 18. A personalized key code and unlocking instructions will be emailed to the Renter several days prior to the event with agreed-upon hours of availability. Code is strictly for use by the Renter; other parties entering the Hall without the Renter present will render the agreement null and void and may result in forfeiture of deposit.
- _____ 19. You have Read, Understood and Agree with **Exhibit C & E** concerning the Rules and Regulations regarding damages and possible additional fees.
- _____ 20. Exits are NOT to be blocked per the Fire Marshall.

By signing below, Renter understands that the Renter is solely responsible for any damage to the Brooks 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 Hall is inspected and/or cleaned following the Renter's use of the premises.

Date: _____

Date: _____

Renter - Signature

Town Agent

Parking - Please be sure guests do not block the driveways on either side of the building; to the right is a business, and to the left is a private home. You may park along the edge of Church Alley (Hardy Hall side ONLY with at least two tires off the pavement), in the parking lot at the end of Church Alley (next to the Christian Church), along the sidewalk on 85 Connector or the town parking lot next to the old Cutting Edge Salon (small black building on the corner of 85 Connector & McIntosh Road). For safety reasons, **DO NOT BLOCK CHURCH ALLEY**. Vehicles (emergency or otherwise) must be able to pass between parked cars. **If we receive any complaints from local residents or businesses, a minimum of \$25.00 will be held from your security deposit.**



Parking in BLUE areas only.

HARDY HALL / BROOKS CHAPEL – POST RENTAL CLEANING

INSTRUCTIONS:

As renters of Hardy Hall and/or Brooks Chapel, you are charged a minimal cleaning fee. If there are spills, stains, damage to walls, flooring, etc., your deposit will be held to help pay repair and/or additional cleaning fees. We realize you are busy with your guests, but we appreciate your help in checking off the following cleaning items, so the facilities are ready for the next renter:

Hardy Hall

***Please clean all spills immediately to prevent any “slip and fall” injuries.**

Please DO NOT “wet mop” vinyl flooring*

- Wipe down kitchen counters.
- Wipe down tables and (plastic) chairs.
- Be sure stove/oven is turned off and wiped clean; microwave, as well.
- Sweep (or vacuum) all flooring (kitchen, bathrooms, alcove & main room).

Swiffers and pads are available for kitchens and restrooms if needed. *Please DO NOT “wet mop” vinyl flooring.

- Take out all garbage (kitchen, bathrooms & main room).
- Make sure any items stored in the refrigerator are removed.
- Make sure all personal items/decorations are removed.

Chapel

- Sweep/dust mop floors. Please, do not “wet mop” flooring.
- Check pews and rooms for personal items/decorations.
- Lock all doors.

Cleaning supplies are in the back, left hand room (behind kitchen) in Hardy Hall and under kitchen sink. There are also a few cleaning items inside the cupboard in the smaller, center room of the Chapel, as well. Basic rule:

Leave it as clean as you found it.

Thank you for your help!