



TOWN OF GILLSVILLE
POST OFFICE BOX 25
GILLSVILLE, GEORGIA 30543

Frankum Building-RENTAL AGREEMENT

APPLICANT NAME: _____

EVENT DATE: _____

TELEPHONE NUMBER: _____

MAILING ADDRESS: _____

TYPE OF ACTIVITY: _____

Rental Fee Resident: \$300.00/Day_____ Non- Resident \$350.00_____ Cash Damage Deposit: \$350.00 The damage deposit should be in the form of cash.

_____ I will pick up my deposit cash after my rental. (If deposit cash is not picked up within 30 days of Signature date, it will be forfeited)

Checks are payable to the Town of Gillsville. Rental fees may be in the form of Cash or Check

(Please check one) Check # _____, Cash _____

Renter shall hold harmless the Town of Gillsville, its employees, and public officials from and against any and all claims, damages, losses and liabilities whatsoever in nature, cause of origin, and whether or not attributable to the negligence of Renter, its agents, contracts or employees or the use of occupancy of the designated facility or any other portion of Town of Gillsville by Renter, its agents, employees and invitees. Renter acknowledges and agrees that Renter is encouraged to examine and inspect rental facility to assess its condition, suitability, and fitness for Renter's use. I have read and understand the Policies & Procedures regarding facility usage and verify to the best of my knowledge that all information on this contract is correct. As the Renter, I understand that failure to comply with the above stated rules could result in the loss or part or all of the Damage Deposit. Signature indicates the signer has read, understands, and agrees to abide by the policies and procedures outlined herein.

Renter Agreement Policies and Procedures

1. Renter agrees to pay all fees and submit necessary paperwork at the signing of the agreement.
2. All rental applicants shall pay a rental damage deposit. The deposit is refundable if the facility is left clean and clear of all food, decorations, etc. The Renter shall be liable for all damages identified below and the conduct of the Renter or Invitees during the agreed rental times. and there is no damage to furnishings or equipment.
 - a. Damage to the facility, furnishings, and/or grounds.
 - b. The facility, furnishings and/or grounds are not clean at the conclusion of the rental period.

c. Any Renter or Invitee displaying improper conduct as determined by staff. Improper conduct shall include, but not limited to, abusive or threatening language, physical violence, lewd behavior, apparent intoxication, or presence of weapons.

d. Cleaning/damage deposit will be refunded in full on the next business day following the event except in the occasions listed above. Damage in excess of the deposit amount will be billed directly to the Renter.

3. The entire event, including set-up and clean up, must occur within the agreed upon rental hours. Additional fees will be assessed for exceeding rental hours.
4. All cancellations and requests for refunds must be submitted in writing thirty (30) days prior to rental date for a full refund. If received less than 30 days prior to event date, 50% will be refunded.
5. Alcoholic beverages, tobacco products, and weapons are prohibited.
6. All garbage must be removed and placed in outdoor trash bins
7. Renter is responsible for the cleanup of the rented space.
8. Rental events for youths must have adult supervision. Adult supervisor must be over 21 years old and supervision is required both inside and outside facilities.
9. Staff shall enforce all the above rules and regulations. Staff also has the authority to cancel any rental at any time during the rental period.
10. The Rental group shall not and cannot transfer the contract to another group.
11. If the Renter defaults in any of the obligations under this agreement or violates any terms thereof, the Town of Gillsville may terminate this agreement. If this agreement is terminated for this reason, all fees are non-refundable.
12. Rental times may not exceed past 10 p.m. and include Renter's set-up and clean-up time.
13. No decorations or temporary fixtures may be affixed to the building or any architectural feature with nails, tacks, staples, or any application that will cause irreversible damage. Tape is not permitted on any walls, glass, or fixture. No signs or banners may be affixed in the entryway of either location without prior approval from the Town of Gillsville or their representatives, and said permission will be documented on the rental agreement.
14. Helium balloons, confetti, thrown rice/birdseed, and glitter is prohibited in the facility. Birdseed shall be the only item allowed to be thrown in the driveway or parking lot. Sparklers and bubbles may be used outdoors at these events but shall be properly disposed of following the event.
15. No cooking at any time is allowed in or outside of the facility.

The Town of Gillsville or its agent reserves the right to retain appropriate portions of the deposit should extensively cleaning of the facility be necessary. If damage occurs and the cost exceeds the deposit amount, the rental applicant shall be billed for any additional expenses. Damage could lead to losing facility use privileges. Whether the deposit shall be refunded is solely up to the Town of Gillsville or their agent. Until the facility has been inspected by the Town of Gillsville or their agent staff, no refund will be issued.

I have read and understand the above-stated rules.

Renters Signature

Date

TOWN OF GILLSVILLE Warning: Any person entering the premises waives all civil liability against this premises owner and operator for any injuries caused by the inherent risk associated with contracting COVID-19 at public gatherings, except for gross negligence, willful or wanton misconduct, reckless infliction of harm, or intentional infliction of harm, by the individual or entity of the premises. The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID19 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 large groups and people. The Town of Gillsville has put in place reasonable preventative measures to mitigate the spread of COVID19; however, the Town cannot guarantee that anyone you are legally responsible for or yourself will not become infected with COVID-19 by utilization of or entering a Town facility. 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 or entering Town facilities and that such exposure or infection may result in personal injury, illness, permanent disability, and death, except for gross negligence, willful or wanton misconduct, reckless infliction of harm, or intentional infliction of harm, by the Town being the entity of the premises. I understand that the risk of becoming exposed to or infected by COVID-19 by utilization of or entering Town facilities may result from the actions, omissions, or negligence of myself and others, including but not limited to Town employees, volunteers, and program participants and their families, except for gross negligence, willful or wanton misconduct, reckless infliction of harm, or intentional infliction of harm, by the Town being the entity of the premises. 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 of any kind, that I or the party I am responsible for may experience or incur in connection with mine or his/her participation in Town activities or utilization of Town facilities, except for gross negligence, willful or wanton misconduct, reckless infliction of harm, or intentional infliction of harm, by the Town being the entity of the premises. 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 Town, 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, except for gross negligence, willful or wanton misconduct, reckless infliction of harm, or intentional infliction of harm, by the Town being the entity of the premises. I understand and agree that this release includes any claims based on the actions, omissions, or negligence of the Town, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after utilization of a Town facility, except for gross negligence, willful or wanton misconduct, reckless infliction of harm, or intentional infliction of harm, by the Town being the entity of the premises. I further agree to take all steps necessary to comply with the Executive and Emergency Orders issued by the Federal Government, the State of Georgia, and the Town of Gillsville.