

# City of Mountain Park

## Non-Resident Community Building Rental

Both residents and non-residents (any person not residing within the city limits of Mountain Park) may rent the Community Building. The renter must sign the contract and attend the function.

**The maximum capacity** for the Community Building is 150 people. The Gazebo cannot be rented without the Community Building for health reasons. If your party exceeds 150 people, please reach out to City Hall.

<u>Fees</u>	<u>Non Resident</u>
Community Building Rental	\$500
Community Building & Gazebo Rental	\$650
Deposit (Refundable- minus cleaning fee)	\$500

**A minimum cleanup fee** of \$125.00 will be charged for all day rentals. Additional charges may apply (see Sections 6 and 8 – Community Building Rental Contract).

**Multiple-Day Rate:** There is a 5-day rental maximum within any 30-day period, unless otherwise approved in writing by Mayor or Council. If the building is rented for three or more consecutive days, the fee is \$1,400 for the first three days, and \$400 for each additional day.

**Call The City of Mountain Park (770-993-4231)** to reserve the building. All applicants must meet with staff prior to the rental date to sign the rental contract and pay the deposit fee.

**No dates will be reserved until the deposit fee is paid.** A \$500 refundable deposit (damage and security) is required in order to secure your reservation. It will be refunded within three weeks of completion of the event. If the event is cancelled more than 45 days in advance, you will receive a full refund of the deposit. If the event is cancelled less than 45 days in advance, half of the deposit will be refunded.

**Key pick-up:** The key may be picked up at City Hall on the afternoon prior to the rental between the hours of 1:00pm to 4:00 pm., or the morning of at 9:00am if it is a weekday rental. Keys will only be given to User named on the contract or another designated person with permission given by user. You will also be given a **Check-Out List** to be filled out after your rental. Please drop this signed form off at City Hall when you return the keys.

**Deposit refund:** The deposit fee will be returned following an inspection to ensure that the premises are clean, all trash and debris have been removed and there is no damage to City property. Renters are required to make sure everything is left clean (including floors, tables, counters, bathrooms, etc.) and all trash is removed

before vacating the building. The City provides trash cans, but renters are responsible for trash bags.

The City of Mountain Park does not provide paper products or cleaning products for renter's use.

Please do not tape anything to the walls or ceiling of the building.

Absolutely no glitter is allowed for decoration in the building.

**Key return:** If City Hall is closed, put the key in the drop box next to the main entrance. After the key and signed cleaning checklist have been returned to City Hall and the building has been inspected, your refund will be mailed to you.

**Parking Restrictions:**

1. **Do not park on the grass**
2. **Do not park in front of the Fire Department doors or block the Fire Lane.**
3. **Absolutely NO parking on city streets.**
4. **Parking is available at the swimming pool at certain times, and at Mountain Park School with the permission of the school.**

**Noise Restrictions:**

1. **All amplified music should be turned OFF by 11:00p.m.** *Please be mindful of your neighbors in regards to loud music, live bands, etc.*

**Gazebo:** The Gazebo is wired for electricity.

# CITY OF MOUNTAIN PARK

## COMMUNITY BUILDING RENTAL CONTRACT

THIS AGREEMENT, made the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Mountain Park, Georgia (the “City”) and \_\_\_\_\_ (the “User”).

WITNESSETH:

WHEREAS, the City is the owner of certain property described as the City of Mountain Park Community Building and located at 100 Lakeshore Drive (the “facility”); and

WHEREAS, the User desires to use and the City desires to let the User use the facility, subject to The terms and conditions set forth below.

NOW THEREFORE, for and in consideration of the premises and other good and valuable Considerations, the adequacy, sufficiency and receipt of which is hereby acknowledged by the parties hereto, The City and the User agree as follows:

1. The City hereby grants to user the right to use the facility for the purpose of \_\_\_\_\_ (the “planned function”) on the \_\_\_\_\_ day of \_\_\_\_\_,

2. The use of the facility granted herein shall be solely for the benefit of the User, User’s Employees, members or guests, provided however, such use shall in no way impede or disrupt any of the City’s business operations conducted at City Hall (said business operations include but are not limited to Police, fire, maintenance, sanitation and other such services as well as the performance of administrative Duties by City officials, employees and agents).

3. The total number of persons occupying the facility pursuant to this Agreement shall not exceed **150**.

4. The User assumes all responsibility for scheduling its planned function so as not to conflict With any previously scheduled activities at the facility. The User agrees to indemnify and hold the City Absolutely harmless in the event of any scheduling conflict that may arise regarding the use of the facility. Notwithstanding the foregoing, in the event that such a scheduling conflict does arise, the following provisions shall control:

Users must yield to any City function: i.e. City organized function, Civic Club function, or Fire Department function.

5. The User shall yield use of the facility to the City in the event that the City should at any time determine that the facility is needed to conduct or carry on business operations of the City.

6. Contemporaneously, with the execution of this Agreement, the User shall pay a deposit amount of \$**500** to the City. This deposit shall be used to pay for cleaning costs prior to the event ,any Additional cleaning necessary post-event, and any and all damage resulting to the facility or its contents from The action of User or any actions of persons at, attending or in any way related to the planned function. If the Cost of the repairs exceeds the amount of the deposit, User shall pay to the City the full cost of all repairs Within ten (10) days of receipt of an itemized statement of the damages and a bill from the City for such Repairs. If all of the deposit is not used to pay for cleaning costs or repairs, the City shall return the portion Of the deposit not so used to User.

7. The User shall pay to the City, as a rental fee for the facility, the amount of \$\_\_\_\_\_, which amount shall be due and payable on or before 4:00 P.M. of the day immediately preceding the date of the Planned function.

8. The User shall be responsible for leaving the facility in a neat and orderly manner and shall Remove all trash and debris generated by the User's use of the facility.

9. The User hereby assumes all responsibility, risks, liabilities and hazard incidental to the use of The facility by User, its members, employees and guests (including, but not limited to, bounce houses, food trucks, the serving of alcoholic beverages), and hereby releases and forever discharges the City, its officials, employees and agents, present, past and future, from and against any and all claims, costs, causes of action And liability for personal injury or death and damage to or destruction of property arising from User's use of the facility and its appurtenances. The User hereby agrees to indemnify and hold the City, its officials, employees and agents, present, past and future, absolutely harmless therefrom.

10. The following contents of the facility may be used by the persons attending the planned function:

- A. Tables
- B. Chairs
- C. Kitchen and contents
- D. Restrooms

11. The User shall promptly vacate the facility at the conclusion of the time period described above.

12. The User shall not allow any of its members, employees, guests or any other persons using the facility or attending the planned function to engage in conduct which:

- A. Endangers the health, safety or well-being of any person;
- B. Constitutes a threat to any real or personal property;

C. Violates any federal, state or local laws or ordinances.

13. If a noise complaint is made against the User, the User must lower the noise level. If the User fails to lower the noise to an acceptable level by the complainant, the User may be asked to vacate the premises and the deposit will not be refunded.

14. In addition to the terms and provisions of this Agreement, the City may from time to time Officially provide reasonable rules and regulations regarding the use of its facilities which the User hereby Agrees to abide by and be bound.

15. In the event that the User breaches any of the provisions of this agreement or any rules or Regulations hereafter set forth by the City, the City reserves the right to enter the facility and terminate the User's use thereof.

Additionally, as a result of any such breach, the City may, at its sole discretion, terminate this agreement.

IN WITNESS WHEREOF, the City and the User have caused this Agreement to be executed as of The date first written above.

**USER:**

**CITY OF MOUNTAIN PARK**

Name \_\_\_\_\_

City Official \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Resident \_\_\_(Y) \_\_\_(N)

Deposit Amount \$ \_\_\_\_\_ Check # \_\_\_\_\_

Mailing Address \_\_\_\_\_

Date \_\_\_\_\_

Daytime Phone # \_\_\_\_\_

Rental Payment Amount \$ \_\_\_\_\_

Check # \_\_\_\_\_ Date \_\_\_\_\_

**After event has taken place the deposit amount of \$ 375 will be refunded only if building is cleaned to the satisfaction of the City of Mountain Park, verified, and keys are returned to City Hall.**

Civic Building checked by: \_\_\_\_\_ Keys Returned: (Y) \_\_\_\_\_ (N) \_\_\_\_\_

Cleaning verified by: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_