**Facility Rental Agreement and Contract**

**“The Commons” in Blythe, GA**

*Please note:* *Reservation is not guaranteed until all fees are paid and contract is signed by BOTH parties.*

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| --- |
| Rental purpose: |
| Proposed date: | Proposed rental times:(To include setup & breakdown.) |
| Function times: | Estimated number of guests: |
|  Renter: Individual or Organization (circle one) | We will need #\_\_\_\_\_ round tables and/or #\_\_\_\_rectangle tables and #\_\_\_\_\_ chairs.  |
| Contact name: | Phone: |
| Address: |
| Phone: | Fax: |
| Email: |
| **Facility information: Rental times and Rental Fees:** |
| * Kitchen facilities

 (please note that there is no stove/oven)* Handicap accessible restrooms
* Enclosed patio area with pergola
* Fire pit
* Tables/chairs available

(7-6’ off white round tables and 40 chairs) (3-6’ black rectangle tables and 18 chairs) | * Full day-(7+ hours) $300
* Half day-(4 to 6hours)$175
* Hourly –(1 to 3 hours)$20/hour
 |
| **Refundable security deposit equal to rental fee *(required for all reservations)*** |
| Renter is requesting the following exceptions to normal contract:-day before set-up (available for early events only and only if no conflicting events)-day after clean-up (available for late events only and only if no conflicting events)-other: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**How did you learn about our Rental Facilities?**

oBlythe LibraryWebsite oFacebook oPinterest

 oIndividual \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ oOther:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Rental Procedures**

**All agreements are between the Renter and the City of Blythe. Any failure by a Renter to comply with all guidelines will result in loss of all or a portion of the security deposit. The City of Blythe strongly advises that you, the Renter,(and anyone helping with your event) familiarize yourself with all the rules and regulations contained in this information packet.**

* Prior to submitting the rental agreement and contract, please review the event calendar on our website to check availability of your date. (<https://theblythelibrary.com/calendar>)
* Upon approval by The City of Blythe, Renter will receive a signed copy of this Facility Agreement and Contract as confirmation of facility rental.
* If the date of booking is less than 30 days from the event rental date, the rental fees and damage/cleaning deposit must be paid in cash.
* Additional fees may apply if renting less than three days in advance.
* All rentals are first come, first serve. All fees must be paid in full to reserve facility.
* A pre & post function walkthrough will be completed by a City representative & the Renter. A refund of the security deposit will be made within 10 business days of the post rental walk through.
* Renter is responsible–and will be held responsible–for any caterer, florist, band, DJ, guests or other parties involved in the event, all of whom a redeemed Renter Entities as that term is used in the Facility Agreement and Contract.
* All renters must be at least 21 years of age and in attendance at event.
* Items left behind are not the responsibility of the City of Blythe.

**Reasons for Forfeiture of Security Deposit**

• Destruction, loss, and/or misuse of facility or property belonging to the City of Blythe.

• Entry before specified rental time, and/or departure after rental time, without prior agreement of both parties.

• Violation of rules or terms of Facility Agreement and Contract by the Renter or Renter Entities.

**Cancellation Policies**

• All cancellations must be made in writing by the Renter no less than fourteen days prior to the scheduled function. A $30 administrative fee will be charged.

• The City of Blythe will retain half of all fees paid for cancellations made less than seven days prior to the scheduled function. Security deposit will be refunded in full.

**Parking Instructions**

* There is no parking directly beside or behind the building. Only the spots immediately in front of the facility.
* Parking is also allowed along the street next to the city park and in the grassy area between Railroad Ave. and Gin House St.
* Please be mindful of Blythe citizens’ access to homes and driveways.

**Additional Hours Calculation**

* Renter may be charged an additional fee for each hour or part there of that any Renter Entity occupies the premises outside of the time stated in the Facility Agreement and Contract.
* Each additional hour or part thereof may result in an additional charge of $20 per hour.

**Rules and Regulations**

* **Smoking is not permitted in the building,the enclosed patio area, the parking lot or on the grounds surrounding the entire building.**
* All events will maintain moderate noise levels. This is a public building, in a residential setting. Music and noise levels may not disturb Blythe residents. You will be given one warning and then asked to leave if noise levels go beyond acceptable levels.
* Lewd or offensive behavior by the Renter or Renter Entity may result in immediate event termination with no refund.
* Renter is responsible to ensure compliance with all terms, conditions, and requirements stated herein are met.
* Certain events shall necessitate the presence of security officers from the City of Blythe Police Department and/or the Augusta-Richmond County Fire Department. The necessity of such Officers shall be determined by the City of Blythe. The renting party shall pay each such officer per hour in cash, at a rate TBD, in advance. Each such officer shall be paid for a minimum period of four (4) hours. Renter is responsible for contacting and securing a police officer through the City of Blythe (706) 592-6255.
* BUILDING OCCUPANCY: Notice of maximum occupancy for this room is fifty-seven (57) persons as limited by the laws of the State of Georgia. Exceptions: without tables and chairs occupancy load 122. Patio occupancy is twenty-three (23) persons.
* The use of nails and tacks to secure or attach materials to the walls or doors is prohibited. If you damage the walls you will be held financially responsible for repairs.
* Tables and chairs are available for use. It shall be the responsibility of the renting party for set up and take down. Failure to return the tables and chairs to their original position shall result in the forfeiture of the security deposit.
* No trash is to be burned in the fire pit.
* All guests under 21 must be supervised at all times.

**Standard Cleanup Requirements**

* All cleanup must be completed during the time of the rental- cleanup drink & liquid spills, wipe down tables, sweep floors, pick up all trash, wipe counters. Be sure to empty refrigerator and clean microwave (if used).
* The Renter is responsible for cleaning up **all** spaces used.
* Any trash generated by the event must be removed from the building/property.
* All decorations must be removed before departing.
* All staging, drapes, audiovisual equipment, etc., are to be removed from the structures.
* Everything should be left the way that it was found.
* If using the outside fire pit, all embers are to be covered with sand before leaving.

Renter has inspected the premises and accepts the use of the premises as-is. Renter agrees to indemnify and hold harmless The City of Blythe, The Blythe Library, its employees, agents, and volunteers from any claims of any kind, including but not limited to:(1)personal injuries and/or property damages suffered by any individual or entity arising from, associated with, or in any way connected to the use or occupation of the premises by Renter or Renter’s guests, invitees, agents, employees, vendors, or any independent contractors associated with or working for the benefit of the Renter (collectively, Renter Entities) and (2)any attorney’s fees incurred by The City of Blythe in connection with any claims of any type arising from, associated with, or in any way connected to the conduct of Renter or any Renter Entities. Renter further agrees to comply with all applicable ordinances, regulations, and laws and to indemnify and hold harmless The City of Blythe against any claims or damages of any type arising from, associated with, or in any way connected to the conduct of Renter or any Renter Entities in violation of any laws.

The Renter shall find the premises to be clean and in working condition and here by agrees to leave said premises and surrounding areas in a the same condition. Failure by the Renter to adhere to this provision will subject Renter to forfeiture of Security Deposit. The Renter also agrees to abide by all rules and regulations that are attached and made part of this Agreement. The Renter is responsible for damage or breakage to any portion of the Blythe Library and its property caused by Renter or any Renter Entities.

**The rental procedures, rental facts, and cancellation policy, which are attached here to, are incorporated into this Agreement. By signing this Agreement, this document becomes a valid and binding Rental Contract. The Renter agrees to all stipulations and that all terms of this agreement shall be incorporated into the Rental Contract. If The City of Blythe learns that Renter intends to violate said rules, The City of Blythe reserves the right to cancel the Rental Contract and return all rent to the Renter without further liability.**

 Payment will be made in full to The City of Blythe in order to reserve facility.

 (INITIAL)

 Function guests under 21 years will be fully supervised at all times.

(INITIAL)

\_\_\_\_\_\_\_\_ Reservation is not guaranteed until all fees are paid and contract is signed by BOTH parties.

(INITIAL)

***I HAVE READ AND UNDERSTAND THIS RENTAL AGREEMENT SET FORTH BY THE CITY OF BLYTHE***

 RENTER SIGNATURECITY REPRESENTATIVE SIGNATURE

PRINTED NAME PRINTED NAME

 DATE DATE