



WIMBERLY CENTER
FOR COMMUNITY DEVELOPMENT

163 Martin Luther King Jr. Drive, Winder, Georgia 30680

FACILITY RENTAL AGREEMENT

THIS AGREEMENT is made and entered into as of the _____ day of _____, 20____, between Winder Housing Authority (WHA) and _____ (USER) for the use of the facility hereinafter defined.

NOW THEREFORE, it is agreed as follows:

SECTION 1.0 USE OF FACILITY

WHA grants unto USER the use of the Wimberly Center for Community Development located at 163 Martin Luther King Jr. Drive Winder, Georgia 30680 under the terms and conditions set forth herein. The date, time, and activity or activities to be performed in the Facility to be so used are as follows:

Portion(s) of Facility to be used: Banquet Room Demo Kitchen Conference Room

Purpose for the use: _____

Date(s) on which Facility will be used pursuant to this Agreement: _____

Start Time (include set-up): _____ End Time (include clean-up): _____

Are you a 501(c)3 non-profit? Yes No If yes, provide your 501(c)3 number: _____
Open to the public? Yes No Will minors be present? Yes No
Admission fee charged? Yes No Will there be music? Yes No
Will food be served? Yes No Will food be sold? Yes No
Will Wimberly's Roots cater? Yes No

SECTION 2.0 RENTAL CHARGES (See fee schedule)

2.1 **Rates:** **(To be filled out by Wimberly Center Staff)**

Facility Rate: \$ _____ per _____ (number of hours)

Facility Rate: \$ _____ Setup Fee \$ _____ (\$50.00 minimum)

2.2 **Deposit.** USER shall pay a deposit in the amount of \$100.00 (\$50 is non-refundable) within seven (7) days of approval of this Agreement by the WHA. The remaining balance is due in full 30 days prior to the scheduled event. Deposits are non-refundable upon cancellation or changing the dates of the agreement/lease.

2.3 **Security.** Police Security will be required for all events with more than 100 people after 6:00p.m. **Functions with alcohol:** At least one (1) police officer is required for the first one hundred (100) persons in attendance, and at least one (1) additional police officer for every additional one-hundred (100) persons in attendance. In addition to providing police security, the event will need to comply with the Code of Ordinances, City of Winder Chapter 3 Alcoholic Beverages and/or any Federal or State Laws. Detailed clarification available upon request in the form of an additional attachment.

SECTION 3.0 RESERVATIONS

1. USER should make reservations at least 30 days in advance of the intended date of use as demand for facilities is high and dates fill quickly.
2. A Facility is not considered rented until (1) USER delivers to WHA the Facility Use Agreement, rental fee, deposit, certificate of insurance, written evidence of permits and licenses (if applicable), and any other items deemed necessary by WHA; and (2) WHA, in its sole discretion, approves such rental in writing.
3. A person who is at least eighteen (18) years of age must sign this agreement.
4. USER shall provide WHA Manager or his/her designee with a single contact who is to serve as the representative for USER's activities.
5. USER shall be responsible for securing all required permits and licenses.
6. The facility shall be used for the purpose stated in this agreement and no other use will be permitted.
7. USER shall not use WHA's name to suggest endorsement or sponsorship of the event without prior written approval of the Executive Director or her designee. USER'S publicity of the event shall clearly and accurately identify the name of the sponsoring organization or individual.
8. USER shall permit any WHA employees or agents to visit the event described in this agreement.
9. USER shall be responsible for picking up the keys to the Facility, prior to the event. USER shall return keys immediately following the event to WHA.
10. Under no circumstances shall USER sublease or allow any other organization or individual to use the Facility for the period for which USER has contracted. USER is an independent contractor and not the agent or employee of WHA.

SECTION 4.0 HOURS OF OPERATION

All events shall end and the building shall be empty of all persons by 12:00am. No event shall start earlier than 8:00am.

SECTION 5.0 HOLIDAYS

The Wimberly Center is closed on New Year's Day, Easter Sunday, Memorial Day, Fourth of July, Thanksgiving Day and Christmas Day.

SECTION 6.0 INSURANCE

USER shall, at its own cost and expense, maintain and keep in force at all times during the License Period:

1. Commercial general public liability insurance, which shall include coverage of Licensee's contractual liability obligation against claims for personal injury, death or property damage occurring on, in or about the License Area, primary coverage to be a minimum combined single limit amount of not less than \$1,000,000; and
2. Employers' Liability and Workers' Compensation Insurance to the extent required by the Laws of the State of Georgia.

Indemnification: USER (as "Indemnifying Party") shall indemnify, defend and hold harmless Licensor, and its officers, directors, members, partners, employees, agents, affiliates, successors and permitted assigns (collectively, "Indemnified Party") against all claims made or judicial or administrative actions filed which allege that the Indemnified Party is liable to the claimant by reason of:

1. any injury to or death of any person, or damage to or loss of property, or any other thing occurring on or about any part of the Building, or in any manner growing out of, resulting from or connected with the use, condition or occupancy of, the Building if caused by any negligent or wrongful act or omission of Indemnifying Party or its agents, partners, contractors, employees, permitted assignees, licensees, sub lessees, invitees or any other person or entity for whose conduct Indemnifying Party is legally responsible;
2. violation by Indemnifying Party of any contract or agreement to which Indemnifying Party is a party in each case affecting any part of the Building or the occupancy or use thereof by Indemnifying Party; or
3. violation of or failure to observe or perform any condition, provision or agreement of this Agreement on Indemnifying Party's part to be observed or performed hereunder.

Assignment or Sublicensing: The license granted hereby is personal to USER and shall not be assigned, nor shall USER sublicense or otherwise permit or suffer the occupancy of the License Area by any third party, without the prior written consent of Licensor, which consent may be withheld in Licensor's sole discretion.

Alteration; Restoration: No alterations may be made by USER to the License Area without the prior written consent of Licensor which, as to non-structural alterations, shall not be unreasonably withheld, delayed or conditioned. Non-structural alterations can include those that are one or more of the following:

1. Are not visible from the outside of the Building;
2. Do not affect any part of the Building other than the License Area or require any alterations, installations, improvements, additions or other physical changes to be performed in or made to any portion of the Building or the real property other than the License Area;
3. Do not affect any service required to be furnished by Licensor to USER or to any other tenant, USER or occupant of the Building;
4. Do not affect any Building systems or portion thereof;
5. Do not reduce the value or utility of the Building; and
6. Do not affect the certificate of occupancy for the Building or the license area.

In addition, USER may install trade fixtures, furnishings and items of a decorative nature with Licensor's prior written consent, which consent shall not be unreasonably withheld so long as these installations are not deemed to be structural alterations. Licensor's consent is required for any structural alterations, which consent may be withheld in Licensor's sole and absolute discretion. At the time, and if Licensor's consent is given, Licensor shall notify USER if any alteration must be removed, and the affected License Area restored at Licensee's sole cost and expense, prior to the Expiration Date or sooner termination of the License Period.

SECTION 7.0 SET-UP/CLEAN-UP/DECORATIONS

1. USER shall be responsible for setup and breakdown unless setup and breakdown are paid upon rental.
2. USER, caterers, bands, transportation of rental equipment, and related individuals and activities will not be permitted access to the Facility prior to or after the event time period. USER shall be responsible for arranging access during the time requested for entry and exit of the Facility.
3. USER shall not prepare or decorate the Facility prior to the event start time, unless USER provides rental fees, deposits, and insurance for the time of the preparation and/or decoration.
4. USER shall not drive or permit to be driven nails, hooks, tacks, screws, poles, stakes or other forms of fasteners into any part of the Facility and shall not make or allow to be made any alterations of any kind therein.
5. USER shall be responsible for all clean-up of the Facility, including adjacent grounds, at the end of the rental. USER shall pick up, bag, and remove all trash generated by all activity in any way connected with its use of the Facility, leaving the Facility clean and free of all trash and litter. USER shall also leave all fixtures, if any, in good working condition.
6. USER shall not store any equipment or materials at the Facility or adjoining property without the prior written approval of the Executive Director or her designee.
7. USER shall be responsible for any and all damage to the Facility and/or its contents during use. In the event damage occurs or excessive cleaning is necessary, USER shall be charged for any and all janitorial and/or repair fees incurred by WHA as a result.

SECTION 8.0 RELEASE OF LIABILITY

In consideration of the use of the premises, the USER hereby releases and holds harmless WHA, their employees, board members or representatives from any liability or responsibility for any damages to the person or property of USER, USER's guest, invitees or other persons, arising out of or in any connection with the USER's use of the premises. USER agrees to indemnify WHA for any other costs or damages to any person or any person's property arising out of or connection in any way with the USER's use of the premises and further agrees to pay all costs of defense, including attorney's fees and court costs incurred by WHA or their employees, board members or representatives.

SECTION 9.0 MISCELLANEOUS

1. USER shall comply with all local, state, and federal laws and regulations related to the use of the Facility.
2. USER shall not admit a larger number of individuals than can lawfully, safely, and freely move about the Facility.
3. Gambling of any kind is not permitted at the Facility.
4. No smoking or use of tobacco products are allowed on premises.
5. No animals are permitted at the Facility, with the exception of service animals.
6. If USER violates any part of this agreement or reports false information to WHA, WHA may refuse USER further use of the Facility and USER shall forfeit a portion of or all of the rental fee and/or the deposit.
7. WHA may impose additional requirements as deemed necessary to protect the health, safety, and/or welfare of the community.

SECTION 10.0 FEE SCHEDULE

NOTE: If you choose to cater through Wimberly's Roots, 25% of the total catering cost will be discounted from the room rental fee.



Weekday Rates*	For Profit	Not for Profit
Banquet Room 2550 square feet No more than 200 people	\$200.00 per 3 hours \$60.00 each additional hour	\$100.00 per 3 hours \$30.00 each additional hour
Demo Kitchen 2350 square feet No more than 45 people	\$150.00 per 3 hours \$45.00 each additional hour	\$75.00 per 3 hours \$25.00 each additional hour
Conference Room 1320 square feet No more than 60 people	\$100.00 per 3 hours \$30.00 each additional hour	\$50.00 per 3 hours \$15.00 each additional hour
Weekend Rates**	For Profit	Not for Profit
Banquet Room 2550 square feet No more than 200 people	\$750.00 per 8 hours \$75.00 each additional hour	\$350.00 per 8 hours \$50.00 each additional hour
Demo Kitchen 2350 square feet No more than 45 people	\$550.00 per 8 hours \$55.00 each additional hour	\$250.00 per 8 hours \$30.00 each additional hour
Conference Room 1320 square feet No more than 60 people	\$375.00 per 8 hours \$40.00 each additional hour	\$175.00 per 8 hours \$25.00 each additional hour

***Weekdays Monday - Thursday.**

****Weekends are Friday - Sunday**

Signature Page Follows

I am an authorized agent of the organization submitting this agreement. The information provided in this agreement is true and correct. I have read and understand this agreement and agree to all of the aforementioned rules, regulations, and conditions of use.

Signature _____

Print name _____

Organization _____

Address _____

Telephone numbers (**required**):

Home _____ Cellular _____ Work _____

WHA Representative Signature _____

Title _____

Date _____

WINDER HOUSING AUTHORITY USE ONLY

Approved Disapproved

Disapprove Reason (if applicable) _____

Rental fee \$ _____ Deposit \$ _____

Total paid \$ _____

Deposit returned \$ _____

Date Deposit returned _____