

Newton County Recreation Commission Turner Lake Banquet/Conference Room Rental Agreement

Rates

	<u>Resident</u>	<u>Non Resident</u>
Banquet Room	\$600 Or \$125/hr	\$800 \$175/hr
Conference Room	\$300 Or \$75/hr	\$400 \$100/hr
*Refundable Damage Deposit		\$150
**Supervisors Fee		\$25/hour

*Damage deposit will be returned by mail, to the renter providing the room is left in it's original condition. This will be described further down in the agreement.

**Any rental taking place or lasting after closing hours must have a supervisor present. Rentals will not be allowed to exceed 11:00 PM.

Normal Operating Hours are 8:00 AM – 8:00 PM, Monday – Thursday and 8:00 AM – 6:00 PM, Friday and Saturday.

Amenities

BANQUET ROOM

The banquet room includes tables (round and rectangular), chairs, table top podium, sound system and a preparation area (sink, counters, ice maker). The outside patio and lawn area may also be used, but is not exclusive to the rental party. Tables or chairs belonging to the Newton County Recreation Commission, may not be taken out of the banquet room. The Newton County Recreation Commission will provide basic room set up, if a set up diagram is given to the Newton County Recreation Commission two days prior to the rental.

CONFERENCE ROOM

The conference room consists of a meeting table and leather chairs that holds up to 16 people.

Indemnification

User shall indemnify and hold harmless the Newton County Recreation Commission, their employees, and public officials from and against any and all claims, damages, losses and liabilities whatsoever, their nature, cause of origin, and whether or not attributable to the negligence of the user, its agents, contractors, or employees, or to the use or occupancy of the Turner Lake Community Center, or any other portion of the facility by user, its agents, employees and invitees.

Facility Clean Up

It is of utmost importance that the used facility be left as clean and in the same orderly fashion as it was found upon your arrival. Example: table tops clean, trash collected and put in trash cans, decorations (including helium balloons, glitter and mylar confetti) must be taken down or cleaned up and discarded, floors should be free of any food or drink spills, trash cans must be emptied into dumpster on the side of the building, counter tops and sinks must be clean. The storage room for the tables and chairs must also be left in a neat and orderly fashion. Furthermore, any signage that was hung in the park for the event must be taken down. Failure to do these task, may result in the loss or forfeiture of the damage deposit.

Decorating

Decorating is allowed, but under no circumstances is the renter allowed to damage or put holes in anything belonging to the Newton County Recreation Commission. Examples of decorating that is not allowed: putting pins, nails, staples in tables or walls, taping or pinning banners or other decorations. Any means of fastening decorations must not harm any of the Newton County Recreation Commission's property. All fasteners (tape, string, putty, etc.) must be removed before the rental party leaves. Failure to remove fasteners or if fasteners have damaged the Newton County Recreation Commission's property in any way, may result in loss or forfeiture of the damage deposit.

Holiday Decorations

The renter understands and acknowledges that during November and December, the facilities of the Newton County Recreation Commission will be partially and/or totally decorated for the holiday season.

Suitability

The renter acknowledges and agrees that the renter is encouraged to examine and inspect the banquet room or conference room to access it's condition, suitability and fitness for the renters permitted use. ***Accordingly, the renter acknowledges and agrees that Newton County and the Newton County Recreation Commission makes now expressed or implied warranties of any kind or nature whatsoever, including, without limitation, any expressed or warranties of suitability of fitness of the banquet or conference room or any other rooms for any particular use, purpose or function.*** The right to use the Newton County Recreation Commission's rooms granted hereby is expressly granted on an "AS IS" and "WHERE IS" basis only. The renter further acknowledges that the relationship between the "landlord and tenant" as contemplated under Georgia law.

Insurance Requirements

It is the responsibility of permitted event organizers to provide adequate liability insurance for the event. The Permittee may be asked to provide public liability insurance for bodily injury and property damage in the sum of \$500,000 naming Newton County, its officers and employees as additional insured. If insurance is required, the Additional Insured Endorsement must accompany the insurance binder. Insurance and Endorsement must be on file with the Recreation Center prior to the event. The Newton County

Recreation Commission may require additional coverage based on the scope of the event. The policy must be in force for the duration of the Event.

Security

Then Newton County Recreation Commission, depending on the event, reserves the right to require that security be provided based on the recommendations of the Newton County Law Enforcement and the City of Covington Police. The Permittee will be responsible for payment to the security officers.

Cancellations and Refunds

In order to receive a full refund, the renter must submit in writing a request for cancellation 14 days prior to the rental. Any request received in writing less than 14 days of the rental will result in a ½ refund.

Banquet/Conference Room Rules

1. **SMOKING:**
Smoking is not allowed anywhere within the facility. Guest may smoke outside the building as long as they are 25 feet from any door.
2. **UNAUTHORIZED AREAS:**
The rental party is only authorized to use the hallways, lobbies, restrooms, outside patio/lawn, and banquet room/conference room. All other areas are unauthorized areas and members of the rental party are not allowed in any other places.
3. **FOOD AND BEVERAGES:**
Alcohol is not allowed in any of the Newton County Recreation Commission's facilities/grounds. Food and drink may be served, but please keep them inside the banquet/conference room.
4. **CANDLES**
Only dripless candles are allowed and they must be contained in a hurricane globe.
5. **BIRDSEED/RICE/FLOWER PETALS/SPARKLERS/ETC.**
Due to safety concerns, stains and clean up problems, the throwing of these items and items of the same nature, may not be thrown or allowed.
6. **TAKE DOWN AND CLEAN UP:**
Take down and clean up after an event must be completed within the renter's time restrictions and according to the Clean Up Policy. Take down and clean up are also required for the renter to get back the damage deposit.

7. **LOADING DOCK AREA:**
The loading dock area is there for loading and unloading only. After vehicles are loaded or unloaded they must return to the parking lot. The loading dock area is not for parking vehicles.
8. **DOORS:**
In order to conserve electricity and lower utility cost, please do not prop doors open. Outside doors remain locked for exclusivity and safety.

Banquet Room/Conference Room Clean Up Policy

- All decorations must be removed and all fasteners must also be removed and discarded.
- All floors and carpeted areas must be swept, mopped or vacuumed. The floors must be free of food, trash, decorations, dirt, etc. Any spills need to be taken care of immediately.
- The preparation area must be swept/mopped. Counter tops and sinks must be cleaned.
- All garbage must be placed in trashcan and trashcans must be emptied into dumpster on the side of the banquet room.
- All clean up must be performed with in the time limits of the rental.
- Tables and chairs must be put back into the storage room neatly or tables may be left in the room provided the chairs are put back neatly under the tables.
- Failure to clean the room to the satisfaction of the Newton County Recreation Commission may result in the loss or forfeiture of the damage deposit.

I have read and understand the Turner Lake Banquet/Conference Room Rental Agreement. As a renter, I understand that I must comply with the policies and regulations set by the Newton County Recreation Commission.

Renter's Signature

Date

Certificate of Insurance Requirements

The Newton County Recreation Commission requires a Certificate of Insurance for any event held in the facilities property, which plans to:

- Sell food, beverages, or souvenirs to the public;
- Be open to the General Public;
- Conduct business in any way (e.g. trade shows);
- Have animals or water as part of the planned event (e.g. dog shows, dunk tanks)
- If the Event will include elements added to rental facilities, such as staging, tents, rides, booths, etc.
- Any other, as requested

The Certificate of Insurance must state the date(s) of coverage and provide public liability for bodily injury and property damage in the sum of \$500, 000 naming Newton County, its officers and employees as additional insured. The minimum cancellation clause must be 30 days or more. Insurance may be through Home Owners Insurance, Business Insurance, or an independent insurance agent.

Additional Insured Endorsement Letter must be signed by the Authorized Insurance Representative and returned with the Certificate of Insurance

The Certificate of Insurance may be mailed, hand-delivered or faxed:

Fax Number: (770) 787-7145

Address: Newton County Recreation Commission
 Attn: Reservation Center
 6185 Turner Lake Road
 Covington, GA 30014

NOTE: The Certificate of Insurance and Additional Insured Endorsement Letter must be on file at the Newton County Recreation Commission before final approval of the permit will be granted.

FOR MORE INFORMATION, CALL THE NEWTON COUNTY RECREATION COMMISSION AT (770) 786-4373.

Additional Insured Endorsement

Without prejudice to coverage otherwise existing herein, Newton County, its officers, agents, employees are included as additional insureds under this policy as to any claim or claims for injury or of death of any person, or damage to property, resulting from or growing out of the permit issued by Newton County to the named insured for the use:

Contract # _____ Account _____

Date of Event _____ Event Name _____

It is understood and agreed that this policy shall not terminate or be cancelled prior to the use of the facility by named intention without first giving thirty (30) days written notice of intention to terminate or to cancel said policy to the Newton County Recreation Commission.

Notwithstanding the naming of additional insured, the policy shall protect each insured in the same manner as though a separate policy has been issued to each; but nothing herein shall operate to increase the insured liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only for one person of interest had been named as insured. The coverage applies as to claims between insured on the policy. Endorsement assures that the policy complies with the named insured's permit from Newton County.

Insured's Name _____
Date

Authorized Insurance Company _____
Date
Agent and/or Representative Signature

NEWTON COUNTY RECREATION COMMISSION

Rental Procedure

Rental Date: _____

NEWTON COUNTY RENTAL EVENT FOOD SERVICE **AUTHORIZED AND INDEMNIFICATION**

1. Renter is hereby authorized to serve food at their rental event as follows:
 - a. To be served by Renter or his/her Designee listed below:

 - b. To be served by the Licensed Caterer as listed below:

2. Renter's responsibilities:
 - a. Renter is responsible for all set-ups (unless a set-up diagram is given to the Newton County Recreation Commission's Facilities Manager two days prior to the event) take down, and clean up (including tables and chairs)

 - b. No garbage is to remain in the building after a rental event. All garbage must be disposed of in the outside dumpster; if the outside dumpster is full there is another one in the far parking lot beside the softball fields.

 - c. Renter must arrange with the Newton County Recreation Commission staff for the method for delivery and removal of food, beverages, paper products, etc;

 - d. Renter is responsible for confining food and beverages to the facility rented; and

 - e. Renter is responsible to see the at set up and takedown does not extend before or after contracted rental hours. If rental hours are exceeded and hourly fee based on the rental location fee, plus and overtime fee, will be assessed for any portion of an hour over the contracted rental time.

3. Relationship between the parties
Caterer (authorized Food Server) shall be considered an independent Contractor and Caterer's agents, employees or other representatives shall not be considered as having an employee status with Newton County or as being entitled to participate in any medical, Worker's Compensation, or other plans or arrangements of Newton County. Renter and Caterer (authorized Food Server) are responsible for retaining any/all insurance necessary

Renter and Caterer (authorized Food Server) shall indemnify and hold harmless Newton County, its agents, employees, and public officials from and against any and all claims, damages, losses and liabilities whatsoever their nature, cause of origin and whether or not attributable to the negligence of the renter, caterer, their agents,

contractors or employees or to the use of occupancy of Designated Facility or any other portion of the facility by renter, Caterer, their agents, employees, and invitees.

Signed on this _____ day of _____, 20____

Caterer (Authorized Food Server)

Renter

Sworn to and subscribed before me on this

_____ day of _____, 20____

Notary Public, State of Georgia
My Commission Expires