

CITY OF GLENNVILLE
DOWNTOWN DEVELOPMENT AUTHORITY
BARNARD STREET STAGE AREA
104 W BARNARD STREET
GLENNVILLE, GA 30427
912-654-2461
RENTAL AGREEMENT

UTILIZATION AND OPERATIONAL PROCEDURES

It shall be the purpose of the Downtown Development Authority, DDA, to authorize the utilization of the Barnard Street Stage Area facility by agencies, businesses, industries, schools, churches, civic organizations, groups, and individuals, within the guidelines, procedures, and fee schedules as recommended by the DDA.

- 1. Information about the use of the facility:** The facility of the Barnard Street Stage Area shall not be utilized for the purpose or activity that is in violation of federal, state, or local laws; by any group which espouses a political, social, economic, or other doctrine that is contrary to the Constitution of the State of Georgia or the Constitution of the United States of America; for the purpose or activity that is in violation of any other policy of the City of Glennville or the DDA Committee; or by any group, who by previous utilization of any city facility has displayed a disregard for proper care of the facility, safety procedures, or other rules and regulations promulgated for the use of said facility. All USERS shall comply with the laws of the United States of America, the State of Georgia, and with all laws, ordinances, rules, and regulations of the City of Glennville and the DDA Committee. All Rules and Regulations set by the Glennville Fire Department and the State Fire Marshal shall be adhered to and acknowledged by signing this Rental Agreement. Violations by the USER will result in the CANCELLATION of the user's access and payment for damages.

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- 2. Scheduling of Event/Cost & Payment:** Application for the rental may be picked by at Glennville City Hall. Rental fee is \$300 plus a \$500 refundable deposit. The \$500 deposit must be paid in order to secure the date. The \$300 rental fee must be paid within 2 weeks of the event with all agreements signed and returned to City Hall. Event Permit must be completed and Approved by the City of Glennville. USER is also responsible for working with the Glennville Police Department and Glennville Fire Department on any inspections and requirements for any event. Event will NOT be confirmed until this is completed. USER will NOT advertise any performance or the appearance of any performer or meeting prior to the signing of the agreement of all parties, scheduling the event and paying the \$500 refundable deposit. The City of Glennville and the DDA reserves the right to refuse any event. The City of Glennville and the DDA reserve the right to require Event Security for any event based on the event size or type at the expense of the USER.

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- 3. Fee Schedule:** Refundable Deposit \$500. Each event that is scheduled requires a \$500 refundable deposit before it will be listed on the calendar at City Hall. A "Walk Thru" will be completed prior to the event and after the event. Deposit will not be refunded until walk thru is completed. Prior and Final walk thru will be done by a Member of the DDA. This fee will be refunded if the area is found to be in the same condition before the event took place and free of all trash. The area must be completely cleaned immediately following the event. All trash

must be removed. Decorations must be fully taken down. No staples, nails, or permanent fasteners are allowed on any structure at the Stage Area. The lights and fixtures shall not be altered or tampered with. USER is financially responsible for all damages to the property. USER agrees to pay for any damage exceeding the deposit. USER also agrees to pay an attorney's fees incurred due to recovery of damage payment. The DDA has a significant investment in this property and expects it to be maintained and remain in the current condition. Failure to cancel the event 14 days prior to scheduled event date will result in forfeiture of deposit. Base Rental Rate \$300. This fee includes the day of the scheduled event. The full Base Rental Fee shall be paid for each event. The \$300 Rental Fee shall be paid in full 14 days prior to the event date. It is the responsibility of the USER to remember the pay the Rental Fee.

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4. **Smoking:** The use of tobacco products including but not limited to cigarettes, vapes, cigars, smokeless tobacco, chewing tobacco, and snuff is prohibited on the grounds of the area.

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5. **Additional Rules:** The City of Glennville or the DDA reserves the right to impose additional rules or regulations or set up special use arrangements, whether or not expressly provided herein, in order to protect the interest and care of the Barnard Street Stage Area. Such additional rules shall be binding upon the USER. USER shall be responsible for providing their own trash cans and restrooms (portable restrooms). Portable restrooms must be placed in the parking lot behind the fence. USER shall pay ALL costs associated with trash cans and restrooms. USER is NOT to use area businesses trash cans, trash carts, dumpsters, etc. All food vendors must have the proper paperwork that complies with the Georgia Department of Health Regulations and Codes. Any questions USER may contact the the Enviromental Health Specialist at the Tattnall County Health Department

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6. **Facility Non-Use and Use Events:** The Barnard Street Stage Area shall not be used for any of the following types of events or activities: animal shows, shows that include any type of fireworks, gun shows, funerals, or any other event or activity that the City of Glennville or the DDA deem inappropriate for the area. Vendor/Selling, any type of Vendor/Selling event must be approved by the DDA. No yard sales are allowed. Yard sales are designated to the property next to the Glennwanis.

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7. **Safety Concerns: Flammable Materials:** Only nonflammable or noncombustible material shall be used for decorations. Only flame-retarded material should be used. No gasoline, explosives, oils, will be permitted.

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8. **Staffing:** USER assumes ALL responsibility for providing all staff necessary for their event. Staff includes cleaning and security. If any city employees are needed after hours for any reason USER may be obligated to reimburse the city for expenses incurred. Reimbursement will be decided by the City of Glennville.

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9. Insurance: USER will acquire Event Insurance to cover the specified event as planned and provide the City of Glennville with a copy of the policy. Said policy must provide liability coverage in an amount not less than \$500,000.00. The City of Glennville and the Downtown Development Authority of Glennville must be listed as additional insureds. USER agrees to hold the City of Glennville and the DDA harmless from any claims, injuries, or damages. Event Insurance must be provided 7 days prior to event date. Failure to provide Event Insurance will result in cancellation of event.

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10. Laws: USER must comply with all local, state, and federal laws. If while the event is in progress the Glennville Police Department or the Glennville Fire Department deems the event is a nuisance or a danger to the community the event must stop immediately and the area must be vacated. This will result in the forfeiture of the \$500 deposit.

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11. WEATHER: In the event of inclement weather and event cancellation, event may be rescheduled within 6 months of original date without additional rental fees. New date contingent on availability of area. Weather cancellation must to be done within 24 hours of event and City of Glennville must in notified in writing.

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**Barnard Street Stage Area
Utilization Rental Agreement**

The use of the facility of the Barnard Street Stage Area is regulated by established policies and procedures. Approval of this utilization contract is contingent upon availability of the facility on the dates and times specified by this request and the purpose for which the facility will be used. A refundable deposit of \$500 is required to reserve the Area.

NAME: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

CONTACT PERSON: _____

CONTACT INFO: HOME: _____ **CELL:** _____

EMAIL: _____

ADDITIONAL CONTACT PERSON: _____

PURPOSE FOR THE FACILITY: _____

ESTIMATED NUMBER OF PARTICIPANTS: _____

ESTIMATED ATTENDANCE: _____

DATE OF EVENT: _____

By signing below as the USER, I hereby acknowledge that I have read, understand, and agree to all operational policies, safety policies, personnel requirements, fee schedules, etc. contained herein and associated with the use of the Barnard Street Stage Area.

Also, to the fullest extent permitted by law, I shall indemnify, defend, and hold harmless the Glennville Downtown Development Authority and the City of Glennville to include their respective officials, officers, supervisors, and employees from and against all claims, damages, demands, losses, expenses, fines, causes of actions, suits or other liabilities (including all costs, reasonable attorney's fees, consequential damages and punitive damages), arising out of or resulting from, or alleged to arise from, the issuance of permits or permitted uses of this facility.

USER's Signature (Person held responsible must be 21 years or older)

City of Glennville

Date

Downtown Development Authority Board Member

Date