



Additional Contacts:

Pings Grill (706) 898-6117
Pro Shop (706) 898-5685

**201 Black Mountain Road
Toccoa, Georgia 30577
706.898.6117**

Date: _____
Name of Applicant: _____
Name of Renter if Different: _____
Street Address: _____ City: _____ State: _____ Zip: _____
Email: _____ Home/Cell Phone: _____
Driver's License or ID number: _____
Rental Date(s) Requested: _____ Rental Time: _____
Type of Event: _____

RENTAL TERMS

Please read the entire rental agreement carefully. When renting city buildings, the person signing the rental application assumes responsibility for compliance with the rental agreement. **Maximum Seating: 200**

Facility rental includes: 6 Round 5' tables 50 Folding Chairs 4 Rectangular 6' tables Balcony tables and seating for 50 individuals

Rental includes use of building and above items during the block of time on the rental date. To avoid additional fees, functions should be planned to allow time for rental companies and caterers to remove their furnishings and/or equipment before the rental time ends. Any usage beyond the rental block will be assessed an hourly fee

DEPOSITS

Reservation Deposit: Deposit is equal to half of the total rental fee amount is required to guarantee the rental date and time. The reservation deposit will be applied to the total rental fee. The total rental fee must be paid in full **30 days** prior to the event. If the event is booked within 30 days of the event, then the total rental fee be due on the day of the booking.

Damage Deposit: \$150 Less than 100 people attending event
\$300 More than 100 people attending event
\$500 If Alcohol served at event

The Damage Deposit will be refunded within 10 days after the event provided there are no damages, and the renters and their guest fully adhere to this contract. Inability to adhere to this contract may result in the loss of a portion or all of the damage deposit.

Cost deducted from the damage deposit:

- * Building repairs; replacement of fixtures, appliances, and furnishings; repairs requiring specialized services = cost plus 15% administrative fee.
- * Additional cleaning, decoration removal, and litter removal - \$25 per hour.
- * Occupation of venue outside of designated rental times either by renter, guests, or equipment, furnishings, decoration, and other items provided by rental otherwise stated in this contract via written or typed addendum and signed by both parties.
- * Any other costs incurred as a result of rental use.

Forfeiture of entire damage deposit and/or termination of rental if:

- * Occupancy by more people than stated in the rental application without notification and arrangements made with event coordinator or substitute thereof.
- * Alcohol - serving, possessing or consuming alcohol not specified in the rental application, without the presence of police officers at the event, or by minors.
- * Any action, articles, or substances prohibited by law used by renter or guests.

Should damage cost exceed the amount of damage deposit, renter will be billed for additional costs.

SECURITY

A Toccoa police officer is required for events serving alcohol or events with more than 100 people in attendance.

DECORATIONS

- * Confetti, rice and glitter are NOT to be used inside or outside venue
- * DO NOT use tape, staples, thumbtacks, glue, and other piercing items to put up decorations that damages walls.
- * No real candles - only flameless candles allowed.

CLEANING

Renters are responsible for the following cleaning duties:

- * Garbage: Bag and place outside in trash containers.
- * Tables and chairs - wipe clean and leave standing. Do not put tables and chairs away.
- * Remove all personal items from appliances, closets and cabinets.
- * Litter removal from porches, parking areas and grounds.

The event center is not responsible for items left in the building after events.

GROUND

The renter is responsible for removing and preventing damages to the lawn as well. Sporting activities are not permitted on the grounds.

FIRE ALARMS

Renter is responsible for compliance with Georgia fire codes.

- * Any person discovering fire must call 911 immediately.
- * Immediately notify and evacuate all occupants and guests and notify Event Center Staff.
- * GA Code 1-14.2: Prohibits alarm of fire when no fire exists.
- * GA Code 1-4.3: Prohibits any person to misrepresent facts for the purpose of interfering with the orderly operation of the fire department or with the intention of misleading any fire department personnel.
- * GA Code 1-15.1: No person shall render a system of any fire-extinguishing system, device or fire warning system inoperative or inaccessible.

RENTAL AND CATERING COMPANY

Equipment, furnishings, decorations and other items provided by rental companies and caterers must not be in the building outside of designated rental times, unless otherwise specified in contract via written or typed addendum.

SMOKING

Smoking is NOT permitted inside the event center, on the patio or front and rear porch areas.

FURNITURE:

Furniture is NOT to be moved! All furniture and fixtures are to remain in place and not moved.

CANCELLATIONS

All cancellations must be submitted in writing. Any prorated deposit fund amounts will be calculated from the date written notice is received. Inability to notify event center could result in forfeiture of any/all deposit. (Email will be accepted as written notice). Cancellation penalty is due to event center inability to fill the space on such short notice, and reflects the increasing difficulty of doing so the closer to rental date.

Deposit refund proration due to cancellations:

<u>Cancellations Made:</u>	<u>Refund Amount:</u>
120 days before event	100% of Deposit refunded
Less than 120 days before event	prorated amount of deposit refunded
Less than 30 days before event	No refund

ALCOHOL / BAR

All alcohol must be purchased from the event center! No alcohol is allowed to be brought from outside

There is a bar rental fee. Bartenders are required and must be hired through event center.

Bar Options:

- * Cash Bar - Each guest pays for their own drinks with no maximum number of drinks.
- * Open Bar - Host Pays for guest drinks with no maximum number of drinks.
- * Combination (Cash/Open Bar) - Host pays for guest's drinks until price point is met or each guest is designated a certain number of drinks (ticket system). After which, guest will begin paying for their own drinks.

Beer, Wine, Champagne and Mixed Drinks

- * Will be served with payment of an additional damage deposit, bar rental, bartender hiring and alcohol pre-payment.
- * Alcohol possession or consumption is allowed ONLY if alcohol is included in this rental agreement.
- * Alcohol consumption by minors is strictly prohibited in any City facility, regardless of the rental status.
- * A police officer is required for all events serving alcohol.
- * Laws and ordinances governing the consumption of alcohol, public drunkenness and disorderly conduct will be strictly enforced.
- * Sale of alcohol by anyone other than Event Center staff is prohibited.

Violation of this alcohol policy may result in forfeiture of the entire deposit and/or termination of the event.

Returned Checks

Returned Checks will not be re-deposited. A \$30 fee will be charged for returned checks.

WAIVER OF LIABILITY / INDEMNITY / RELEASE FROM RESPONSIBILITY

Notice: This permit contains a release, indemnity, and waiver of liability, and when signed is a contract with legal consequences. Please read it carefully before signing your name.

To the City of Toccoa: consideration of the opportunities afforded to me and/or my group by this permit, I, the undersigned participant, freely agree to and make the following contractual representations and Agreements:

I, the undersigned, do hereby knowingly, freely, and voluntarily assume all risk and liability for any damage of injury that may occur as a result of my and/or my groups use of the facility identified herein during the time period I and/or my group are using same and further agree to release, wave, discharged, and covenant not to sue the City of Toccoa, it's officers, agents, employees, and volunteers (all for the purpose herein referred to as "Releases") from any and all liability or claims that may be sustained by me directly or indirectly in connection with, or rising out of, my groups use of the facility as described herein, whether caused in whole or in part of the negligence of the City of Toccoa or the Releases.

I further agree to indemnify and hold the City of Toccoa, it's officers, employees, and agents harmless from and against any claims, demands, or cause of action whatsoever kind of, nature, including attorneys fees, costs and expenses, resulting from losses sustained by third parties arising out of actions or alleged actions in connection with this permit.

I agree that I have read this form, fully understand the terms, and I understand that I, or anyone who may claim to have rights on my behalf, I've given up substantial right by signing it and have signed it freely and without inducement or assurance of any nature and intend to be complete and unconditional release of any and all liability to the greatest extent allowed by law and agree that, if any portion of this contract is held to be invalid, continue in full legal force and effect the balance not withstanding.

Signature of Renter

Reflections Event Center Staff