

THE FLOWERY BRANCH DEPOT

GUIDELINES FOR MEETING ROOM USE - FLOWERY BRANCH DEPOT

The Flowery Branch Depot is a rehabilitation of the original 1901 building. Those reserving the Depot and their guests are reminded that the building is an historic site that has been preserved for the benefit of present and future generations and must be treated with respect.

GENERAL GUIDELINES

CAPACITY: The Depot is restricted to a maximum of 135 persons.

HOURS: The Depot will be available for rent between the hours of 8:00 am and 8:00 pm. After 8 pm Security will be required if alcohol will be served. Security maybe required for other large events at the discretion of the City Manager. If security is required the renter must contact the Flowery Branch Police Department (770-967-6336) for off duty security officer at a minimum of \$100.00 for the first two (2) hours and \$25.00 an hour after that. All activities utilizing the stage and picnic area outside must be curtailed at dark.

MUSIC: Music in the Depot, or on Depot property, should be appropriate to the environment. Amplified music must be kept at a reasonable volume. Under the Flowery Branch Nuisance Ordinance, excessive noise is forbidden at any time of the day or night.

RESERVATIONS: The Depot grounds and a 75 seat meeting room are available for rental use. You or your agent must remain on site until relieved by a City of Flowery Branch employee or representative or forfeit the security deposit.

1. All reservation requests are subject to evaluation and approval of the City of Flowery Branch on the basis of property scheduling, staffing needs and availability, potential for damage to the property, and other valid considerations.
2. Anyone seeking to use the Flowery Branch Depot must be willing to:
 - a. sign a formal Letter of Agreement for the property;
 - b. abide by the Guidelines for Meeting Room Use contained herein;
 - c. respect the integrity of the property.
2. Individuals reserving the depot must be at least 21 years of age and must present a valid driver's license (with photo) in order to do so. Children and teenagers may not be left unattended on the premises without adult supervision.
3. When making a request to rent the property, you must provide full information concerning the type and purpose of the event being planned, together with all details requested, which will be noted in the Letter of Agreement; e.g., time, number of guests, name of organization or individual responsible for payment of fees, etc.

4. When requesting the use of the property, you must specify which areas you wish to use, e.g., the meeting room and/or grounds. These will be in the Letter of Agreement, which will authorize you to use only those specified areas. Any desired changes after execution of the Letter of Agreement must be approved by the City of Flowery Branch.
5. In requesting the use of the Flowery Branch Depot, you (or your organization) agree to assume full financial liability and responsibility for any damage or loss of objects or property belonging to the Flowery Branch Depot, and for any accident or injury incurred by you or your guests during or as a result of such use; or any claims arising thereof; you agree to indemnify and save harmless the City of Flowery Branch from and against any and all liability, loss cost or expense including reasonable attorney's fees, arising out of any action or proceeding resulting from personal injury or accident or loss of or damage to property resulting from attendance and usage of this property and any other property assigned for use by you, your members, agents, employees, assigns, or guests in connection with the function.

REGULATIONS:

1. Alcohol is prohibited in the Depot unless a request to serve same is noted on the rental application, and serving of alcohol is approved in the Rental Agreement. If alcohol is served, it is the sole and exclusive responsibility of the lessee to assure compliance with all laws, ordinances and regulations regarding alcoholic beverages.

IN DECIDING TO SERVE ALCOHOL, YOU (OR YOUR ORGANIZATION) AGREE TO ASSUME FULL FINANCIAL LIABILITY AND RESPONSIBILITY FOR ANY DAMAGE OR LOSS WHICH OCCURS, OR IS ALLEGED TO HAVE OCCURRED, EITHER DIRECTLY OR INDIRECTLY AS A RESULT OF SERVING ALCOHOL AT THE FUNCTION FOR WHICH YOU RENT THE DEPOT. YOU (OR YOUR ORGANIZATION) AGREE TO INDEMNIFY AND HOLD HARMLESS THE CITY OF FLOWERY BRANCH FROM AND AGAINST ANY AND ALL LIABILITY, LOSS, COST, RO EXPENSE, INCLUDING REASONABLE ATTORNEY FEES, ARISING OUT OF ANY ACTION OR PROCEEDING RESULTING FROM PERSONAL INJURY OR ACCIDENT, OR LOSS OF OR DAMAGE TO PROPERTY AS A RESULT, OR ALLEGEDLY AS A RESULT, OF THE SERVING OF ALCOHOL AT THIS FUNCTION.

- *FOOD and/or DRINK are permitted only in the Community Room.*
- *All servers must be twenty-one (21) years of age.*

2. Smoking is not permitted anywhere inside the Flowery Branch Depot, on ramps OR on the Depot Grounds.
3. Children are to be under close supervision at all times. The museum exhibits are not to be handled. No furniture or objects belonging to the Depot may be handled or moved without the approval of City of Flowery Branch.

4. Helium balloons must have anchors. All property of the renter, including decorations and trash, must be removed from the premises immediately following the function. The floors must be broom swept (all confetti removed); tables, and counter tops must be cleaned; spills must be washed. The release of helium balloons is prohibited inside and outside of the Depot. Noncompliance forfeits security deposit.
- 5: The LESSOR will furnish air conditioning, heating, and lighting which in its opinion is adequate. The failure to furnish air conditioning, heat, lights, or other service shall not abrogate this agreement and shall not entitle the LESSEE to any rebate in fees.
6. The sidewalks, passageways, hall, stairways, loading dock, exits, and all common areas shall not be obstructed by LESSEE or any other person or property.
7. No person shall be permitted to bring into said building or keep therein any equipment, furnishings, or other items for their use without permission from the Facility Manager.
8. LESSEE shall be liable for any and all damages to the leased facility, including but not limited to any damages caused by LESSEE's own acts or acts of any persons on the leased premises as a result of the event sponsored by the LESSEE. In addition LESSEE shall indemnify and hold the City of Flowery Branch harmless for any and all damages to persons or property arising from LESSEE's operation or use of the leased facility.
9. Nothing contained in this Agreement shall prevent the LESSOR, its officers and/or authorized agents from removing any party or parties who, in the sole discretion of the LESSOR, its officers and/or authorized agents, is acting in a disruptive manner or causing an unnecessary risk of harm to persons or to property of the leased facility. LESSEE agrees to indemnify and hold LESSOR harmless from any and all liability arising from the removal of such person or persons. Notwithstanding the forgoing provisions LESSEE acknowledges and agrees that it is solely responsible for controlling the conduct of its guests using the leased facility.
10. LESSEE accepts the building in good order and repair and agrees to return it to the City in the same condition, normal wear accepted.
11. This agreement does not cover any space or accommodations other than those listed on the letter of agreement.
12. Use of common areas including lobbies, restrooms, shall be shared by all persons that happen to be at the Depot during the time period covered by this agreement.
13. Only the Electrical requirements outlined at the contract signing will be permitted.

14. LESSOR reserves the right, without notice, to cancel this lease at anytime whatsoever, if, in the determination of the LESSOR, cancellation is necessary to protect the health, welfare, morality or safety of the public, or if the premises is used for any purpose other than that specified in this lease, or if LESSEE's use constitutes a nuisance or is in any other way in violation of the laws or ordinances of the City of Flowery Branch or the State of Georgia. In the event of a cancellation of this agreement, LESSEE shall have no claim of any character against LESSOR by reason of such cancellation.
15. LESSEE agrees upon the request of the LESSOR to provide the necessary funds to employ off-duty City of Flowery Branch law enforcement personnel in the amount, and at the proper time and at the necessary rate to provide for security of persons and property in connection with the use of the Depot.
16. LESSOR reserves the right to change the room assignment of the LESSEE whenever, in the opinion of the LESS OR, the new assignment will not be detrimental to the purposes as outlined in this agreement.
17. LESSEE is not authorized to remove furnishings or equipment owned by the LESSOR from the property.
18. Pre-approval will be required for commercial activities by for-profit organizations. The building may not be leased or rented on a long-term basis unless approved by City. In addition, the city reserves the right to cancel any reservation for use of the property if it deems doing so to be in the best interests of the city, general public or those holding the reservation.
19. For wedding reception patrons, the throwing of rice is prohibited. Only birdseed is allowed to be thrown at one specified entrance only.
20. No nails, pins, tape etc. will be placed in walls. This is a Historic Building.

Non Compliance will forfeit security deposit.

MAINTENANCE FEE SCHEDULE

The Flowery Branch Depot MAINTENANCE FEES: Exceptions to this maintenance fee schedule can only be made by approval of the City of Flowery Branch.

- Maintenance Fees are set by the Flowery Branch City Council and are subject to change.
- Includes tables and chairs. No kitchen facilities.
- *Monday through Sunday except Saturday 10 AM – 1 PM (which is when the Depot is opened to the public).*

1. **Residents & Non-profit organizations:**

\$ 35.00 per hour with a two (2) hour minimum.

\$100 security deposit, refundable based on inspection of the Depot.

Wedding Receptions - based on five-hour minimum

- Total of all maintenance fees to be paid at time of reservation.

2. For any function, the total of maintenance fees and an approved application must be received by the reservation clerk before a reservation will be guaranteed.

3. Any additional maintenance fees will be billed promptly following the event. All balances are due upon presentation and must be paid within thirty (30) days of billing or be subject to interest at the rate of 1.5% per month.

CANCELLATION OF LETTER OF AGREEMENT:

Written notice is required to cancel a reservation agreement. Cancellations after the fourteen (14) day minimum will result in loss of reservation fees, however, the security deposit will be refunded.

LOCATION: The Flowery Branch Depot is located at 5302 Railroad Avenue, Flowery Branch, GA — 30542.

MAINTENANCE FEES ARE SUBJECT TO CHANGE WITHOUT NOTICE.

City of Flowery Branch
Reservation Application
The Flowery Branch Depot

Organization/Family/Group: _____

Representative: _____

Address: _____

City: _____ State: _____ Zip: _____

Daytime Phone: _____ Evening Phone: _____

Cell Phone: _____ E-Mail Address: _____

Reservation: Date: _____ Time: _____ to _____

Purpose: _____

Number of Guests: _____ Will Food Be Served: () Yes () No

By signing below, I am stating that I have received and read a copy of the "Policy Regulating Use of The Flowery Branch Depot as established by the City of Flowery Branch. I also agree that my Organization/Family/Group will abide by the aforementioned established policy for use of the facility and we will be responsible for any damages to City Property resulting from the use of this facility, whether intentional, through negligence, or accidental, as stated in the policy.

"I hereby release the City of Flowery Branch, and its employees, and agents for injury to person or property, from whatever cause, which may occur during my use of the Depot. And I hereby indemnify and hold the City of Flowery Branch and its employees and agents harmless from any and all injuries, claims, damages, suits and costs from whatever cause arising from my use of the Depot.

Signature: _____ Date: _____

Office Use Only: Freight Room _____ Meeting Room _____

Rental Fee: _____ **Cleaning/Security Fee: \$** _____ **Total** _____

Make check payable to the City of Flowery Branch, P.O.Box 757, Flowery Branch, GA 30542.

Check# _____

Application Fee Accepted By: _____

Signature: _____

The Flowery Branch Depot Catering List **(11-5-02)** Listed in alphabetical order.
All Caterers are welcome.

China Gardens - Village Shops of Flowery Branch
Spout Springs Road-Flowery Branch, GA 30542 - 770-965-1892

Common Grounds Coffee Shop
5510 Main Street -Flowery Branch, GA 30542- 770-967-4080 .

Cross Roads Bar & Grill - Village Shops of Flowery Branch
5900 Spout Springs Road -Flowery Branch, GA 30542
770-967-3375 – 770-967-3378 (fax)

Dock Side Grill at Aqualand Marina
Lights Ferry Road -Flowery Branch, GA 30542
Ph. 770-363-2318

Dominoes Pizza of Flowery Branch
4841 Hog Mountain Rd.-Flowery Branch, GA 30542
770-965-0061

El Sombrero Mexican Restaurant - Village Shops of Flowery Branch
5900 Spout Springs Rd. - Flowery Branch, GA-30542

The Flowery Branch Yacht Club
Main Street & Church Street-Flowery Branch, GA 30542 - 770-967-9060

Mountain Man Bar-B-Q
5506 Atlanta Hwy-Flowery Branch, GA 30542 - Ph. 770-967-2424

Napoli's Pizza — Village Shops of Flowery Branch - 770-965-1213

Papa John's Pizza — Atlanta Highway - 770-965-2323

Publix — Village Shops of Flowery Branch
5900 Spout Springs Rd. — Flowery Branch, GA 30542

Subway
5841 Spout Springs Rd.-Flowery Branch, GA 30542 - Ph. 770-967-3044

Up the Creek Café
6334 Mitchell St., Flowery Branch, GA 30542— Ph. 770-967-8660

Flowery Branch Depot
RULES OF USE - CHECK LIST

One copy posted at Depot.
One copy to Lessee

Before Leaving:

1. _____ Wipe down tables and chairs.
2. _____ Sweep up any trash or food on floors. Broom downstairs or upstairs next to elevator.
3. _____ Remove all Trash from building including restrooms, & place (bagged) in appropriate containers outside next to steps on side of building.
4. _____ Replace trash liners located in bottom of trash container.
5. _____ Check Restrooms — Make sure toilets are flushed, no water is running (toilets or lavatories), lights are out, trash is emptied and trash can liners are replaced.
6. _____ Turn all lights off before leaving.
7. _____ Lock all doors when leaving. To lock front door, get key from window ledge. Push in on Panic Bar and at same time, put key in hole on right side of Panic Hardware. Turn key until it stops and bar should release and come out thus locking from the outside when the door is closed.
8. _____ Upstairs Thermostat ONLY - with "mode" button (second button down on right) press until dial reads OFF.
9. _____ Downstairs Thermostat ONLY — Leave Alone.

As part of the reservation agreement and in order for the City of Flowery Branch to refund your deposit, please complete, check off and leave the above checklist on the counter in the entry room.

The Depot will be inspected by an authorized person following your rental, and upon a satisfactory inspection will approve the refunding of your deposit.

The City of Flowery Branch/Friends of the Depot, Inc. thank you for your cooperation in maintaining our Historic Depot and keeping it clean for others to use for many years to come.

Thank you.