# **Flowery Branch Use of Facilities Rental Policy**

- City of Flowery Branch activities will be given priority in scheduling facility use.
- Reservations of facilities will not be made more than one (1) year in advance.
- In addition to the rental charges, Security and Cleaning/Maintenance charges may be added.
- Parking may be a problem when downtown businesses are open and operating. Please park along Railroad Ave during Main Street business hours.
- Refundable deposits will be mailed out to the address provided by check.

When facilities are not in use for scheduled activities, and are available to the public for rent, then use of facilities is available on a first come, first served basis.

# Flowery Branch Train Depot and Market Pavilion Park

Location: 5302 Railroad Avenue, Flowery Branch, GA 30542

Train Depot Capacity: 80 seated at tables for Train Depot; restricted to a maximum of 135 persons.

Market Pavilion Capacity: 250 seated at tables you will have to rent your tables & chairs at the pavilion.

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 a historic site that has been preserved for the benefit of present and future generations and must be treated with respect.

### Flowery Branch City Hall and Community Room

Location: 5410 W. Pine Street, Flowery Branch, GA 30542 Capacity: restricted to a maximum of 250 persons or 145 seated at tables.

### <u>Hours</u>

Facilities may be rented Monday through Sunday 8:00 a.m. to 10:00 pm., No facility may be used past 10:00 PM. Half day rentals are five hours maximum and full-day rentals are twelve hours. Setup and breakdown must take place within the specified rental time. Rentals do not include setup time or rehearsal time the day prior to the event. Prior day rentals are subject to the fee schedule in the Rental Agreement, subject to availability. All vendor drop-offs, setup, breakdown, and cleanup must take place within the specified rental time.

### All Pavilion rentals must end at 10:00pm.

## **Booking**

Rental of facilities is arranged through City of Flowery Branch Community Relations Director. Facilities and dates are considered a firm or contractual commitment ONLY upon execution of a Facility Rental Agreement by the Event Sponsor and City of Flowery Branch specifying all details of the commitment. The full rental fee is required upon execution of the Facility Rental Agreement. Any remaining balance is due thirty (30) days prior to the event.

Individuals reserving the City of Flowery Branch Event Facilities 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.

### **Rental Fees**

The full rental fee is due upon the execution of the Facility Rental Agreement. Any additional fees and the damage deposit are due thirty (30) days prior to the event. Applicants and guests may be subject to eviction, loss of security/cleaning deposit and additional rental fees up to twice the rental rate if event exceeds the Rental End Time. Applicants may also lose facility use privileges.

### <u>Setup</u>

Room rental fees do not include setup of tables and chairs, the tables and chairs are provided per your request. Setup of décor and any materials/items provided by a third-party vendor is the responsibility of the supplier and/or renter. No tables & chairs are provided at the Pavilion.

### Damage Deposit

All rental applicants shall pay a rental damage deposit. The deposit is refundable, if and only, the facility is left clean and clear of food, decorations, etc. and there is no damage to furnishings or equipment. City of Flowery Branch reserves the right to retain appropriate portions of the deposit should extensive cleaning of the facility be necessary. If damage occurs and the cost of the damage exceeds the amount of the deposit, the rental applicant shall be billed for any additional expenses. Damage could lead to losing facility use privileges. The decision of whether the deposit shall be refunded is solely up to the City of Flowery Branch and will not be refunded until the facility has been inspected by City of Flowery Branch Staff.

Deposit for the for the Flowery Branch Depot is \$500, the deposit for the Pavilion is \$500 and the deposit for the City Hall Community Room is \$500.

#### **Insurance**

A Liability and Indemnification Agreement must be signed by the renter for all events, both public and private.

### **Reservation Status**

A rental reservation is considered binding after the Facility Rental Agreement has been signed by the rental applicant and approved by City of Flowery Branch and the full rental fee has been received. Rental applicants shall not advertise any event until this time.

# Cancellation Policy

Cancellation of this License Agreement by Renter more than 30 days prior to the beginning of the license period is allowed and Licensee will be refunded all monies and deposits paid, less a \$25.00 administrative fee. Cancellation of this License Agreement by Licensee less than 30 days but more than 7 days prior to the beginning of the license period is allowed and Licensee will be refunded all monies and deposits paid, less a \$100.00 fee to cover administration and potential loss of use. Cancellation of this License Agreement by Licensee less than 7 days prior to the beginning of the license less than 7 days prior to the beginning of the license period will incur a charge of 100% of the rental deposit.

# **Cleaning**

The facility shall be cleaned, all decorations and trash shall be removed, and the facility shall be vacated by the end time indicated on the Facility Rental Agreement. The rental applicant is responsible for removal of all personal articles, including leftover food, decorations, etc., and all trash must be carried off and not left on property including bathrooms & lawn area. All tabletops, chairs, countertops, and any appliances used shall be wiped clean. All floors must be swept & mopped. If it becomes necessary for City of Flowery Branch personnel to do an extensive cleaning there shall be a corresponding deduction from the damage deposit, as determined by the City of Flowery Branch at its sole discretion.

### **Prohibited Items**

Helium balloons, confetti, silly string, thrown rice/birdseed, and glitter are prohibited in the facility. Birdseed shall be the only item allowed to be thrown in the driveway or parking lot. Sparklers and bubbles may be used outdoors at these events but shall be properly disposed of following the event. Fog and Haze machines are prohibited from use in the facility. No animals are allowed at events except for service animals.

### **Decorations**

No decorations or temporary fixtures may be affixed to the building or any architectural feature with nails, tacks, staples, or any application that will cause irreversible damage. Tape is not permitted on any walls, glass, or fixture. Helium balloons are not permitted in the City Hall Community Room. No signs or banners may be affixed in the entry way of the City Hall Community Room without prior approval from City of Flowery Branch and said permission will be documented on the rental agreement. NO silly string can be used inside the facility. Absolutely NO tape can be used on the floors. There is absolutely NO parking or driving on the sidewalks to unload.

### **Food**

Applicants are welcome to bring food and beverages for any event. If alcoholic beverages are served the alcoholic beverage policy must be followed.

#### **Alcoholic Beverages**

Alcohol may be served to persons over the age of 21 under the terms and conditions consistent with the applicable laws of the State of Georgia as long as the rental applicant abides by the following rules: (1) If alcohol is being served, a Flowery Branch Police Officer must be present from the time guests begin arriving to the end of the event. City of Flowery Branch personnel will engage and schedule Flowery Branch Police Officer(s). Payment for the services of the officer(s) will be paid directly to the City of Flowery Branch Police Dept at the end of the event by cash or check. The fee for obtaining police officer(s) is \$45.00 an hour with a four (4) hour minimum or as determined by the Flowery Branch Police Department.

The rental applicant shall take responsibility for and hold the City of Flowery Branch harmless and indemnify the City and its officials and employees from all liabilities arising from the serving and consumption of alcoholic beverages.

#### **Parking**

Parking is available along all City streets and along the Railroad right of way on a first come, first serve basis. Parking permits are not required. The City does not provide personnel to direct traffic or parking.

#### **Handicapped Access**

The Flowery Branch Depot and City Hall Community Room is handicapped accessible. Handicapped parking is available in the front and sides of the building.

#### **Minors**

Renters shall be at least 21 years old to rent any facility. Any rental with participants under the age of 18 is required to have at least one adult chaperon for every ten (10) minors present during the event.

#### Personal Property

The City of Flowery Branch is not responsible for any valuables or personal property left on the premises.

#### **Smoking**

Smoking and Vaping is prohibited inside the Flowery Branch Depot and the City Hall Community Room.

I have read all of the rental policy information and agreements provided to me and agree to comply with my signature below.

I understand that my security deposit may be forfeited, or I may be billed for any additional expense should any of the aforementioned requirements be ignored or abused, or if any damages are a result of the actions of my rental.

Signature:

Date:

City of Flowery Branch Authorized Signature:

Date:

The City of Flowery Branch reserves the right to refuse applications for good cause or to revoke the rental applicant's permit privileges. If this occurs, we will attempt to notify you as soon as possible

#### **RENTAL APPLICATION AND FEES**

Rental Applicant		
First Name:La	ast Name:	
Company Name (if applicable):		
Address:	City:	State:
Zip Code:		
Tel (H):(W):	(C):	
E-Mail Address:		
Applicant Type: Commercial Private Civi	c Organization 🗔 Non-I	Profiț
Facilities Requested:		
Purpose of Event:	<u><u><u></u></u></u>	
Date of Event:Rental Start Time:	Rental End Time:_	Attendance:
#of Tables # of Chairs	-	
Alcohol Present? Yes No (see attached in If Yes, what time will alcohol service begin? (require What time will alcohol service end? (required)	ed)	urity)
Food/Beverage Present? Yes No Cate	erer Present? 🔄 Yes 🛛	No
Train Depot	Pavilion with	Train Depot
<ul> <li>\$500 Refundable Damage/Check Out Fee</li> <li>\$300 1/2 Day Rental (up to 5 hours)</li> <li>\$550 Full Day Rental (1 calendar day)</li> </ul>	\$500 Refunda \$1500 Full da	able Damage/Check Out Fee y rental
City Hall Community Room		
<ul> <li>\$500 Refundable Damage/Check Out fee</li> <li>\$550 1/2 Day Rental (up to 5 hours)</li> <li>\$900 Full Day Rental (1 calendar day)</li> </ul>	Л	
Payment Information (checks payable to "City of Fle *A 3% fee will be added for using a credit card. Case		ed for deposit payments.
Total Rental Fees \$ Security Depos	it: \$ Total F	ees Due: \$
Advance Deposit Paid: \$ Balance	e of \$0	due on or before
Signature:	Date:	

#### **CITY OF FLOWERY BRANCH LIABILITY AND INDEMNIFICATION AGREEMENT**

By signing below, I am stating that I have received and read a copy of the "Policy Regulating Use of The Flowery Branch Depot, Market Pavilion Park and Community Room 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, Park and Community Room. 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.

Renters Printed Name:	6	
Renters Signature:		
Date Signed:	_	
Witness Printed Name:		
Witness Signature:		
Date Signed:		