

THOMAS PERSONS HALL

2015 FACILITIES USE APPLICATION

Renter's Name _____

Organization, if applicable _____

Address: _____

City _____ State _____ Zip _____

Phone _____

Email _____

Type of Event: _____

Date(s) of Event: _____ Estimated attendance: _____

Hours (including set-up and clean-up): _____

Area(s) of the building/grounds requested: _____

Type of set-up needed: _____

Will kitchen be used? _____ Will cooking be done in the kitchen? _____

Is a caterer being used? _____ Name: _____

Contact information for caterer: _____

Will alcoholic beverages be served? _____ Is copy of event insurance coverage included? _____

Rental Fee _____ Security Fee _____ Total Fee _____

Amount Paid _____ Remaining to be paid by: _____

Please make checks payable to the Jasper County Historical Foundation.

NOTE: Renter must also sign and leave with this Application and deposit:

1. Completed Agreement for all policies and procedures
2. Release and Indemnity Agreement

Signature of Renter _____ Date _____

Signature JCHF Representative _____ Date _____

THOMAS PERSONS HALL

2015 RELEASE AND INDEMNITY AGREEMENT

Agreement made on the _____ day of _____, 20_____, in the County of Jasper, State of Georgia. The parties to this Agreement are _____ of _____ (address), County of _____, State of Georgia, (called "Indemnifier") and the Jasper County Historical Foundation, their directors, members, employees, agents and representative, (called "Owner"). Indemnifier agrees to indemnify the Owner from and against all liability or loss that Owner may sustain as a result of claims, demands, costs, or judgments arising from use of Thomas Persons Hall for _____ (type of event/activity) on _____ (date).

In consideration of the use of Thomas Persons Hall, property and services and other good and valuable consideration, receipt of which is hereby acknowledged, the Renter shall indemnify, defend, save, and hold harmless the Jasper County Historical Foundation from any liability, loss, expenses, including cost of defense and reasonable attorneys' fees, damages or claims resulting from: a) the violation of any laws, ordinances, rules or regulations of any government, or government agency, or the violation of private rights, including by way of illustration, infringement of any copyright, trade or service mark, right of privacy or any other constitutional, statutory or common law right of any person, corporation, company or other entity; b) the defamation, slander or libel of any person, corporation, company of other entity; c) any and all damage or destruction caused to the Thomas Persons Hall parking areas, other facilities, structures or the grounds of the structure, or d) the injury of any person or destruction of property belonging to any other persons; caused by, related to or arising out of the use, possession and occupancy of the premises by the Renter, its employees, agents, guest and invitees, including members of the general public attracted by the activities of the renter, and regardless of whether such liability, loss expense, damage or claim arises out of or is the result of misfeasance, malfeasance, negligence, gross negligence or intentional torts of Renter, its employees, agent, guests and invitees, including members of the general public attracted by the activities of the renter, excepting liability, loss, expense, damages or claims arising solely out of acts of gross negligence and intentional torts of the JCHF, its officers, and employees.

Indemnifier hereby agrees to hold harmless the JCHF from any loss or damage and hereby binds itself to protect the JCHF from liability to, or the claim of, a third party.

Both parties to this Agreement hereby acknowledge that this Agreement acts as a pre-tort relationship between the parties and that this Agreement is an original rather than a collateral undertaking.

Should it become necessary for purposes of resisting, adjusting, or compromising any claim(s) or demand(s) arising out of the subject matter with respect to which indemnification is provided by this Agreement, or for purposes of enforcing this Agreement, for the JCHF to incur any expenses, or become obligated to pay any attorney's fees or court costs, Indemnifier agrees to reimburse the JCHF for such expenses, attorney's fees, or costs within a reasonable time, in no event to exceed thirty (30) days after receiving written notice from the JCHF of the incurring of such expenses, attorney's fees, or costs.

Indemnifier (Renter) _____ Date _____ I

JCHF Representative (Owner) _____ Date _____

THOMAS PERSONS HALL

2015 FACILITIES USE POLICIES AND PROCEDURES

REQUEST FOR USE:

Any request must be made through the Facilities Director. Consideration for use of Thomas Persons Hall is usually made by the Director, but final determination may be made by the JCHF Board of Directors, which reserves the right to decline any request for use.

After confirming the availability of the desired space on the date(s) needed, three documents must be signed and placed on file with the Facilities Director:

1. Facilities Use Application with the required deposit
2. Complete Agreement to the Facilities Use Policies and Procedures
3. Indemnity Agreement

Of Special Note:

- Our Venue is located in a neighborhood, and proper behavior and adherence to all aspects of this document are required at all times.
- Proper etiquette is expected in all areas of the Venue, including the grounds, parking area, halls, lobby, and restrooms.

GENERAL PROCEDURES:

- No animals, with the exception of medical service animals, are allowed inside the building.
- No smoking or use of tobacco products is allowed inside the building, and outside only in designated areas near the main entrance to the lower level and around the garden patio.
- No disorderly conduct will be tolerated. No individual/group may conduct activities in such a way that interrupts or disturbs those living in the neighborhood.
- All laws and ordinances must be obeyed by the Renter. Failure to obey may result in forfeiture of monies paid and/or use of the facility.
- No weapons or illegal substances are permitted.
- Shirt and shoes are required for entry and appropriate attire is required for all events.
- Any goods/items sold on the premises must be approved in advance by the Facilities Director.
- Youth groups must be chaperoned with a minimum of 1 adult per 10 youths age 18 and under.
- A production meeting may be required at the discretion of the Facilities Director before use of the building or any portion of the building. During this meeting the discussion will focus on contents, actions, and date(s) planned for rental usage.
- Windows are to be kept closed at all times.
- A Building representative will unlock the Hall at the event start time and will remain long enough to make sure the event is running smoothly. A representative will return at the end of the event to oversee cleanup and to lock the Hall. A walk-through will be conducted the following morning, and if there are no issues to be resolved, the full deposit will be returned.
- The renter is responsible for removing all personal items. Items left behind will be held in the Hall office for a period of 60 days. If not claimed, items will be donated to a local charity.
- Any exceptions to the above or the following specific policies are permitted only with the prior written approval from the Facilities Director and/or the JCHF Board of Directors.

SPECIFIC POLICIES:

Damage and Security Deposit – This money will be refunded in full following the event, unless there is damage to grounds, facilities, furnishings, or contents; the Hall is left in an unsatisfactory condition; or Renter or its agents, employees, patrons or guests or any person admitted by *it* fails to comply with this policy. There will be an automatic forfeiture of the Damage and Security Deposit in the event that Thomas Persons Hall Staff has to clean up bodily fluids of any kind, including, but not limited to, blood, vomit, and urine. Failure to comply with any part of these guidelines and/or damages to any part of the building, grounds, or equipment may result in the loss of monies paid and/or further payment by Renter for repairs or replacement as determined by the JCHF Board or its representative. The Damage and Security Deposit amount is stipulated on the Rental Fee Schedule and depends on the amount of space rented, time occupied and number of people involved. The JCHF Board reserves the right to have a representative present for any scheduled event.

Payment Schedule – A 100% Damage and Security Deposit (per fee schedule) is due upon booking of the Venue and completion of the Facilities Use Application. The actual rental amount will be paid by a separate check at the time of booking or no later than two weeks prior to the event.

Cancellation Schedule – The full rental fee and deposit, minus a \$50 administrative fee, is refundable if the cancellation occurs at least one week prior to the Event. If the cancellation is made less than one week prior to the event, 50% of the rental fee will be charged. Cancellation within 48 hours requires full payment.

Use of Outside Vendors and Rental Companies – If the Renter enlists the services of any outside contractor, such as a florist, caterer, band, DJ, bartender, or bakery, it is imperative the contractor be made aware of all guidelines. Penalty fees or actions resulting from a failure of any vendor or guest at the contracted Event to follow all regulations and guidelines of this policy, falls as a burden to the Renter. Deliveries must be made during regular business hours. Instructions as to the placement of delivery items must be provided to the rental company. Thomas Persons Hall Staff is not responsible for unloading items, ensuring that the rental company has made delivery and pickup, or for rental items left at the building before or after the event. It is not the responsibility of Thomas Persons Hall Staff to negotiate with vendors the Renters have hired.

Decorations - No nails, tacks, staples, velcro, tape or similar items may be used in the building, or elsewhere on the premises. The Renter is welcome to decorate the facility for their event provided that rice, confetti, glitter, bubbles, fog, birdseed or flower petals are not used inside the building. Bubbles and flower petals may be used outside. The releasing of balloons and the use of sparklers and other types of pyrotechnics are prohibited. Candles may only be used when placed on cloth table covers and either domed or in enclosed containers.

Set-up – Thomas Persons Hall Staff will be responsible for set-up of all tables, chairs and other furnishings as requested by the Renter on the Facilities Use Application. Furnishings may not be moved by Renter without permission and supervision of Staff.

Outside Activities - Grills may be used only in designated outdoor areas. Digging or movement of any item on the property is prohibited without written consent from the Director.

Clean-up – Thomas Persons Hall Staff will ensure that all areas of the Venue are clean and in good condition before the Event. The Renter must leave the facility in clean and orderly condition. The removal and disposal of all food, trash, and other items brought by the Event participants into the facility is the full responsibility of the Renter. All centerpieces and trash must be removed from tables. If the Renter uses a private caterer, they should check with the caterer to determine if the caterer assumes responsibility for trash removal. Thomas Persons Hall will provide two roll-about containers, and all trash must be placed inside these container with the lids closed. Trash not fitting inside the containers must be removed from the premises. Kitchen counters, sinks and equipment should be left clean. Kitchen floors should be swept and any spills mopped. Thomas Persons Hall Staff is responsible for any additional sweeping, mopping and vacuuming and for cleaning the restrooms.

Alcohol – The use of alcohol at this Venue is prohibited without the advanced written permission of the Facilities Director and must be in compliance with all applicable laws. If the Event is to include alcohol, this must be stipulated on the Facilities Use Application and Event Insurance must be purchased by the Renter. (The cost of insurance depends on the type of event and the number of people attending.) Failure to comply with any applicable law, rule or regulation or these Policies will result in immediate revocation of the permission to use alcohol and may result in the termination of the Event. Additional regulations and specifications may be given in the Agreement for an Event.

Alcohol refers to any alcoholic beverage, regardless of the amount of alcohol it contains and may not be served to any person under the age of 21. The Renter should also have non-alcoholic beverages available for guests. Alcohol may not be served prior to the scheduled start of the Event and individual guests are not allowed to bring in their own alcoholic beverages. A responsible adult must distribute all alcohol from behind a table or a bar, and consumption of alcohol is strictly limited to the room(s) in which the Event is scheduled. Open containers of alcohol may not be taken from the building by guests. No self-service of alcohol or cash bar is allowed. Alcohol service must be discontinued at 10:00 p.m. At the conclusion of the Event, the Renter must remove all empty containers which housed alcoholic beverages, and all alcohol, whether in opened or unopened containers from the building.

Security – JCHF reserves the right to require security for any Event. This decision will be made prior to the signing of the Facilities Use Agreement. The responsibility for hiring security personnel and the expense of such security will be borne by the Renter.

Parking and Access – Parking is located in designated areas behind Thomas Persons Hall and Handicapped Permit parking is available. The main entrance to the lower level is also at the rear of the building and is wheelchair accessible.

Hours – Hours for any event will be stipulated on the Facilities Use Form. Quiet hours for the neighborhood in which Thomas Persons Hall is located are between 10:00 pm and 7:00 am. All events must be terminated by 10:00 pm. Loud noise such as bands and DJ's, and use of generators, radios, televisions, or other noise-making devices must end at 10:00 pm and the Venue vacated by 12:00 pm.

Complete Agreement

All terms and conditions of this policies and procedures document have been read and agreed upon and shall be binding upon the parties, their heirs or representative and assigns, and cannot be waived by an oral representation or promise of any agent or other representative of the parties hereto unless the same be in writing and signed by duly authorized agent or agents who executed the terms of the rental agreement. Such written document must be incorporated by specific references included in this rental document as part of the rental agreement. See also the completed Facilities Use Form.

Date of Event: _____

Signed: _____ Date: _____
(Jasper County Historical Foundation Representative)

Signed: _____ Date: _____
(Renter)

THOMAS PERSONS HALL

2015 BUILDING RENTAL FEE SCHEDULE

SINGLE EVENT RENTAL:

SPACE	MAXIMUM CAPACITY	ONE HOUR	TWO HOURS	THREE HOURS	HALF DAY (4-6 hours)	¾ DAY (7-9 hours)	FULL DAY (10-12 hours)
Lobby/Bar*		\$30	\$55	\$75	\$100	\$140	\$175
Kitchen**		\$30	\$55	\$75	\$100	\$140	\$175
Room A	60 – 70 chairs or up to 50 around tables	\$30	\$55	\$75	\$100	\$140	\$175
Addition of Room B	120 – 150 total	\$60	\$110	\$150	\$200	\$280	\$375
Lawn Use					\$200	\$250	\$300

TOTAL FOR EVENT _____

Duration of the Event is from the time the building is unlocked until it is evacuated and includes all set-up and clean-up time.

* Unless an event will be restricted to a single room for its duration (such as a meeting or class), the Lobby/Bar area must be rented.

** For any event during which food will be served, the kitchen must be rented. It may be used for cold food storage, food warming and serving, ice machine use and dish washing. In the event that the kitchen needs to be used for actual meal preparation (rather than just warming, cooling and serving), an extra fee of \$100 is required. Stove-top and oven use must be approved prior to the event.

The licensed commercial kitchen is equipped for use by credentialed caterers and can be used for the preparation of food to be served to the public. In the event that a caterer is used and will be preparing food on site, the caterer's credentials must be included with the application for use. Credentials are not necessary for food preparation during private events.

The Damage and Security Deposit is the same as rental cost, not to exceed \$1000. This is to be paid by a separate check which will be held and returned after a space inspection following the Event, provided no damage to the facility is incurred.