

Reservation Application / Rental Agreement Carroll County Agriculture - Education Center

Renter's Name or Organization: _____

Rental Date Requested: _____

Rental Time Requested: Begin: _____ End: _____ (Include time for set-up/breakdown)

Time of Actual Event: Begin: _____ End: _____

Facilities must be vacated by ____ p.m.

Description of Event: _____

Provide more details on reverse side.

Request use of:

- Conference Room A (15 persons) Conference Room B (30 persons)
 Arena (Area C) Dining Room (D) Buffalo Creek Garden (G)
 Homestead (H) Kitchen (K) Livestock Area (L) School House (S)
 Buffalo Creek Trail (T) PA System (P) BBQ Pavilion (Q)

If you will be using the facility after regular business hours, on holidays, or on weekends, you must check out a key from the Extension Office prior to use.

Need Key(s)

Responsible Party – Name, title, **mailing address, email and telephone number** of organization's representatives:

EMAIL _____

TELEPHONE NO. _____

Please, make any and all special requirements or set-ups clearly known at least 48 hours in advance.

Make all checks payable to *Carroll County*.

RENTAL FEE PAID \$ _____ DEPOSIT PAID _____

RENTAL FEES:

- \$300.00 per day for use of the Ag-Ed Center
- \$200.00 per day for the kitchen only, or
- \$500.00 per day for use of the Ag-Ed Center *and* the kitchen. A "day" in this instance is an *eight-hour* period. All set-up and clean-up time must be done during this eight (8) hour period for which renters will be charged.

- For short-term use (less than 8 hours) of the Ag-Ed Center, a special price of \$50.00 per hour will be charged, *with a minimum charge of three (3) hours (\$150.00)*, at the discretion of the Department Head or designee and if agreed upon in advance in writing.

Deposits: \$150.00 facility security deposit and \$25.00 key deposit

All fees and deposits are due at time of application.

In the event of cancellation, the following policy applies to Rental Fees:

- 60 days or more prior to event FULL REFUND
- LESS than 60 days prior to event 25% CANCELLATION FEE RETAINED
- LESS than 30 days prior to event 50% CANCELLATION FEE RETAINED
- LESS than 10 days prior to event 75% CANCELLATION FEE RETAINED

In case we receive phone calls from the general public about your event, please provide more details:

Actual Start Time of Your Event: _____

Actual End Time of Your Event: _____

Is there an admission charge? If so, how much? _____

Who can the public contact with questions?

Name: _____

Phone Number(s): _____

E-mail: _____

Please describe your event in a few sentences:

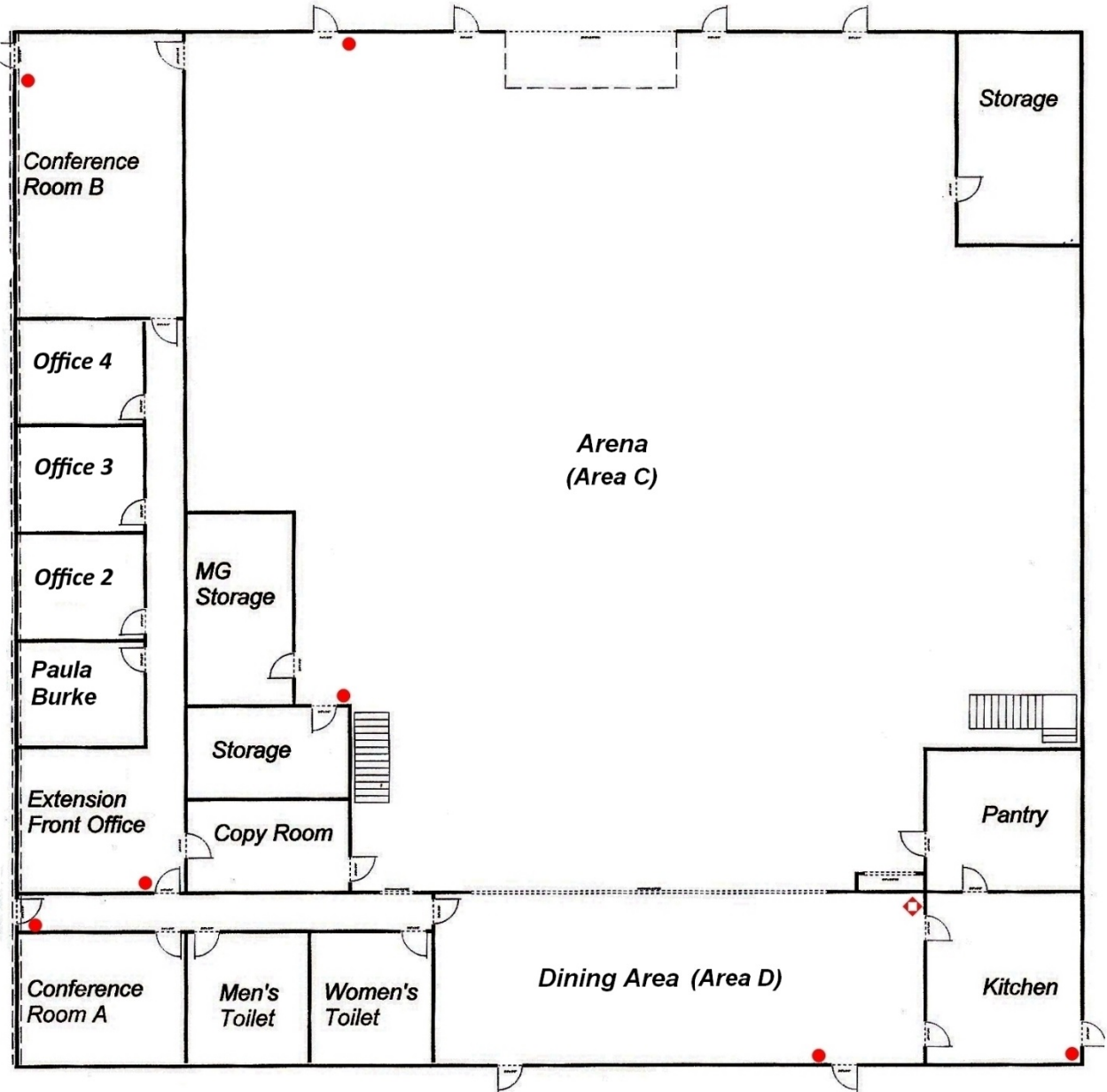
Please add our event to the Carroll County Agricultural Education Center Facebook page. The County is not required to post information about your event to the Facebook page and reserves the right to remove all posts about the event.

Carroll County Ag-Ed Center

Organization: _____ Date: _____

Event: _____ Times: _____

Please, sketch out where you would like tables, chairs, etc.



Special Needs: _____

- Available for Use
- 24 round tables
 - 30 rectangular tables
 - 300 chairs
 - PA System

Site Specific Guidelines – Carroll County Ag-Ed Center

►THE FOLLOWING ARE IN ADDITION TO ALL GENERAL GUIDELINES and PROHIBITED ACTIVITIES◄

1. The County reserves the right to charge an additional fee for County personnel (non-security) to be present during the event.
2. Food service is not provided. The renter is expected to make these arrangements.
3. This building is not designed to hold livestock for an extended period of time. Therefore, animals will not be received more than two (2) days prior to a show or sale and must be confined to the immediate facility. The renter will be expected to furnish his/her own bedding, feed, water equipment, security and other special materials used in preparation of the facility.
4. All bar-b-que and grilling will be done only under the bar-b-que pavilion.
5. The UGA Extension Carroll County, other Carroll County government functions, and the Carroll County Board of Education that serve the people of the County will have priority and will be allowed to use the facilities at no charge, as determined by the Department Head or designee.

GENERAL GUIDELINES – ALL FACILITIES

1. Rental of Carroll County Facilities is coordinated through the departments listed below. All forms and all fees are to be turned in to the proper coordinating department.
 - Ag Ed Center
 - Parks
 - Clem Community Center
 - Pavilions
 - Cabins
 - Campgrounds
 - Recreation
 - Gymnastics Center
2. Requests for any facility not listed must be made in writing to the Chairman of the Carroll County Board of Commissioners.
3. Carroll County shall have the right to refuse rental/use of the facility to any person or entity if the requested use is determined by the County to adversely affect the safety, health, welfare, moral well-being, peace, order, comfort, or convenience of County inhabitants or of County employees. Carroll County also reserves the right to refuse rental/use of the facility to any person or entity that has, on a previous occasion, failed to comply with any of the terms and/or conditions set forth in these guidelines. All refusals shall be presented to the Chairman.
4. Reservations are tentative until the rental agreement is approved by the applicable Department Head or designee. All paperwork must be completed and submitted for a reservation request to be considered. Additional paperwork not listed may be required at the discretion of the applicable Department Head or designee or by the Chairman of the Carroll County Board of Commissioners.
5. All facility rentals require a deposit. The refundable deposit fee is based upon rental fee charged. Other fees may be required (see Site Specific Guidelines). All fees are due when application is submitted.
6. All pre-determined fees must be paid at time of application. Unless otherwise specified, rentals requiring a payment based on the percentage of gross, must report a

tally of gross receipts, including but not limited to, ticket sales and booth rental. This must be reported immediately after the event. Failure to report at specified time results in a \$10.00 per day penalty.

7. Renter must be 21 years of age and possess a valid photo I.D.

8. Renter must be present at all times during the specified use or shall name a designee who shall be present. The persons so named is considered responsible during the time reserved. Adults sponsoring a youth meeting must arrive before the youth arrive. At all functions, renter or designee must remain at facility until all participants, audience, equipment and property have been removed.

9. The County will not commit its facilities for long-term, regularly scheduled meetings.

10. Carroll County reserves the right to review any contracts between renters and other parties involved in the events. No portion of the facility may be subleased by the renter without the written consent of the applicable Department Head or designee.

11. Renter may only use the facility for any purpose specified in the rental agreement.

12. Renters sponsoring events involving sale of items or goods to the public must acquire proper permitting and provide copies of permits as part of the rental application.

13. Rental reservations may be made no more than twelve (12) months in advance.

14. All county facilities must remain ADA compliant during your event. It is the responsibility of the renter to ensure their event is compliant throughout the time the facilities are rented.

15. All entrances, exits, walkways and corridors must be kept clear of any obstacles that might block efficient ingress and egress.

16. Portable bleachers, tents or other temporary structures brought in for events must meet the specifications set by the National Fire Protection Association – *NFPA 102 Standard for Grandstands, Folding and Telescopic Seating, Tents and Membrane Structures*.

17. Renter will ensure equipment or material brought to the site is removed at the end of the event.

18. Renter will maintain clean facilities and grounds during the scheduled event. All trash must be removed by person(s) reserving the facility unless trash receptacles are provided by the County.

19. Facilities will be inspected by county staff immediately following all events. If the facility is deemed satisfactory, the clean-up deposit will be refunded. If the facility is deemed unsatisfactory, the clean-up deposit will be retained. Decision of County is final.

20. Renter will be liable for any and all damages caused by the acts or omissions of renter and its employees, agents, guests, or anyone visiting the facility upon the invitation of the renter, or for the event even if without invitation, as well as damages caused to the building or grounds.

21. Any expenses incurred by the County as a result of violations of the rental agreement or these guidelines will be charged to and paid by the renter, including any attorney's fees incurred by Carroll County.

22. Injuries, breakage, damage, missing property or equipment should be reported to County staff immediately. Outside facility doors should be kept closed and locked during move-in.

23. Carroll County assumes no responsibility for items left by users or lost and found items. Property will be disposed of at the discretion of the applicable Department Head or designee.

24. External electrical connections (use of extension cords) must have prior approval of the applicable Department Head or designee.

25. Carroll County will furnish air conditioning, heating, and lighting to the extent available. Restrooms will be adequately stocked and maintained with respect to the intended use. However, the County shall consider both the burdens placed by the intended use and the reasonable needs of the renter and may result in added fees. The failure to furnish these

services shall not abrogate the agreement and shall not entitle the renter to any rebate in rental fees.

26. Carroll County reserves the right, at any time, to order to be removed any persons, animals, furniture, fixtures, wiring, exhibits or other items, and to terminate the rental agreement without notice or liability.

27. Carroll County reserves the rights to monitor the attendance and to limit the number, should the facility reach capacity. Carroll County, its commissioners, officials, officers, employees, agents, members, representatives, volunteers or their respective insurers (collectively referred to hereafter as "Carroll County") shall not be liable for any loss, damage, injury or liability of any kind to any person or property caused by, arising from, or in any way related to, any use of the facility, or any part thereof, or by defect in any building, structure or improvement thereon, or in any equipment to be used therein, or because of the same being out of repair or arising from any act or omission of the renter, its employees, agents, affiliates, representatives, invitees, licensees or other persons entering upon or using said facility nor shall Carroll County be liable for any loss, damage or injury from any cause whatsoever to the property or person of the renter or any of its employees, agents, affiliates, representatives, invitees, licensees or other persons entering upon or using said facility or any part thereof. Renter shall defend and indemnify Carroll County to the fullest extent permitted by law for any and all such claims brought or made against it related in any way to the use of or presence on the facility.

28. **INSURANCE.** Insurance requirements will be determined on a case-by-case basis as determined by the Department Head or designee. If insurance is required, minimum limits are: \$1,000,000 per occurrence and \$2,000,000 aggregate. Coverage must be occurrence based for all occurrences during the term of the rental agreement. Carroll County shall be named as an additional insured on the policy. Said insurance shall be primary to any insurance maintained by Carroll County. A certificate of insurance or an insurance policy must be provided to the Ag Ed Center office at least 30 days prior to the event. Failure to provide such proof will result in immediate cancellation of the event.

29. All meetings, gatherings, or events at the facility to which the public attendance is invited or solicited must be on a non-discriminatory basis. All facilities must be available to all persons without regard to sex, race, color, or national origin. Duplicate but equal events, which maintain segregation on these bases, will not be permitted.

30. Decisions of the applicable Department Head or designee and Chairman of Board of Commissioners are final.

31. Adequate security must be provided at the renter's expense.

PROHIBITED ACTIVITIES – ALL FACILITIES

1. The following are prohibited at all County facilities:

- Alcoholic beverages
- Smoking, tobacco use, or vaping
- Littering
- Other than as permitted at the Ag-Ed Center, animals and pets (leashed or not);

EXCEPTIONS: Service Animals as outlined in the Americans with Disabilities Act with prior approval by applicable Department Head or designee.

2. No person will be allowed to bring in or keep in the facilities anything that may create a fire hazard or be detrimental to the fire protection of the building. All decorative material must be flame proof. After unpacking, all boxes and packing material must be removed from the building. No person or object may obstruct the sidewalks, passageways, halls, stairways, seating areas and exits. This is strictly enforced by the Fire Marshal.

3. No glitter, confetti or similar materials.

4. No tents shall be erected or anchor stakes of any kind placed without prior approval from the Department Head or designee.

5. Renter shall be responsible for all costs incurred as a result of damages incurred to the building or to any infrastructure such as electrical, water, irrigation, sewer lines or landscaping.

6. No skateboarding, skating, rollerblading or riding scooters.

7. No fireworks, illegal drugs, glass bottles, air horns and any other items or articles which may detract from the safety and enjoyment of those at or in the vicinity of the facility.

8. No nails, tacks, staples, brads, etc. may be driven into any portion of the facility; and, no changes, repairs, painting, staining, alterations, or use of tape that will change the finish, appearance or contours of the buildings will be permitted without the consent of the Department Head or designee.

9. No exhibit/banners may be displayed outside the facility or suspended from permanent fixtures and no additions or permanent displays to the building are allowed without prior permission from the Department Head or designee.

10. No movement of permanent County furniture and/or equipment (including office equipment) except by County personnel. Permanent County furniture/equipment is not to be used without the consent of the applicable Department Head or designee.

11. Abuse, destruction or removal of any County property is prohibited. Renter will be liable for all damage and will be prohibited from future rentals.

RELEASE OF ALL CLAIMS

In consideration for being allowed to use the Facility of Carroll County pursuant to this Rental Agreement (the "Facility"), the undersigned hereby covenants and agrees that the Carroll County, its commissioners, officials, officers, employees, agents, representatives, volunteers and their respective insurers (collectively referred to hereafter as the "Carroll County") shall not be liable for any loss, damage, injury or liability of any kind to any person or property caused by, arising from, or in any way related to, any use of the Facility, or any part thereof, or by defect in any building, structure or improvement thereon, or in any equipment to be used therein, or because of the same being out of repair or arising from any act or omission of the undersigned or its employees, agents, affiliates, representatives, invitees, licensees or other persons entering upon or using the Facility, nor shall Carroll County be liable for any loss, damage or injury from any cause whatsoever to the property or person of the undersigned or any of its employees, agents, affiliates, representatives, invitees, licensees or other persons entering upon or using said Facility or any part thereof, or to any property stored or placed thereon.

Notwithstanding anything to the contrary herein contained or irrespective of any insurance carried by the undersigned for the benefit of the above enumerated entities, the undersigned agrees to protect, indemnify, covenant not to sue and hold the Carroll County and the Facility harmless from and against any and all costs, expenses (including, without limitation, attorneys fees), damages, losses, actions, causes of actions, fees or liabilities of any nature arising out of or in any way related to the Carroll County or the use or occupancy of the Facility or arising from any state or condition of said Facility or any part thereof.

Any person entering the premises waives all civil liability against the County for any injuries caused by the inherent risk associated with contracting COVID-19 at public gatherings, except for gross negligence, willful and wanton misconduct, reckless infliction of harm, or intentional infliction of harm, by the individual or entity of the premises.

I HAVE READ AND UNDERSTAND THE **RESERVATION FORM / RENTAL AGREEMENT, GENERAL GUIDELINES, PROHIBITED ACTIVITIES, AND SITE-SPECIFIC GUIDELINES** WHICH ARE MADE A PART OF THIS AGREEMENT AND INCORPORATED HEREIN BY REFERENCE, AND AGREE TO ABIDE BY SAME.

RENTER:

(Signature)

Print Name: _____

Date: _____

Return for approval to: Carroll County Ag-Ed Center
900 Newnan Road
Carrollton, GA 30117-6477

Telephone: 770-836-8546
Fax: 770-836-2959
Email: pjburke@uga.edu

<p>DApproved DDenied</p> <p>Date: _____</p>	<p>By: _____</p> <p>Title: _____</p>
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On March 11, the World Health Organization (WHO) declared the outbreak of coronavirus, known as COVID-19, to be a global pandemic. Since then, the outbreak has evolved rapidly with governments around the world taking swift action to slow the spread of COVID-19. As a result, the County, at the County's sole discretion, reserves the right to refuse or cancel an event at any time. Should circumstances arise that result in the cancellation of an event, Renters will have the option to either receive a full refund or transfer registration to the same event at the new, future date acceptable to both parties.

Attendees should follow CDC Guidelines, which are available at the following link:
<https://www.cdc.gov/coronavirus/2019-ncov/index.html>.

WAIVER OF LIABILITY

By signing this form, I understand and agree that large gatherings of persons pose an inherent risk of COVID-19 transmission. By renting the Facility for an event, I assume all COVID-19 risks and hazards incidental to the event. I hereby, for myself, all attendees, my heirs, executors, and administrator, waive, release, absolve, indemnify, and agree to hold harmless Carroll County, Georgia, its Board of Commissioners, elected and appointed officials, employees, and agents, representatives, volunteers and their successors and assigns (the "County") for any and all exposure or harm due to COVID-19, including wrongful death, that may arise in any way in connection with the Event or the Facility. I also agree that I and the event attendees will abide by all Carroll County rules, as well as policies outline by the local, state, and national governing policies and the guidelines established by the CDC.

I understand that this waiver is intended to be as broad and inclusive as permitted by the laws of the State of Georgia and agree that if any portion is held invalid, the remainder of the waiver will continue in full legal force and effect.

I affirm that I am of the legal age and am freely signing this agreement. I have read this form and fully understand that by signing this form, I am giving up legal rights and remedies which may be available to me against Carroll County or any person listed above.

Signature of Renter

Printed Name

Date

August 2020