

TOWN OF TURIN
47 Turin Road
PO BOX 86
Turin, GA 30289

RENTAL AGREEMENT

Updated 8/21/2018

The Turin Town Hall located at 47 Turin Road, Senoia, GA 30276 and the Turin Community Center located at 26 S. Hunter Street, Sharpsburg, GA 30277, are available for rent from the Town of Turin for use by the public, subject to the terms and conditions of this Rental Agreement, the attached Rules and regulations and City Ordinances.

- A. The facilities are available for rent and may be rented by any individual who is at least twenty-one (21) years of age on either his/her own behalf or on behalf of a group of which he is an active member (hereinafter the "Renter").
- B. In the event the Town approves a rental request, the Renter must make payment in full of the Rent and Security Deposit, and must execute this Rental Agreement. A Rental Agreement without the signature of the Renter and/or payment in full of the Rent and Security Deposit is not valid.
- C. The Rent and Security Deposit is as follows:

Community Center	26 S. Hunter Street, Sharpsburg, GA 30277	Rent \$100	Deposit \$75
Turin Town Hall	47 Turin Road, Senoia, GA 30276	Rent \$250	Deposit \$100

- D. All activity within the facility must cease no later than 10 p.m. and the facility must be vacated by 11p.m. and the Renter must clean the facility returning it to its pre-rental condition. Cleaning must be completed and the facility and parking area must be clear no later than the above mentioned vacate time.
- E. The rent and security deposit must be paid in full at the time the key is given to the Renter. The security deposit is refundable ONLY after the key is returned to the Town Clerk, the facility has been inspected and determined to be in the same condition in which it was rented. If the keys are not returned to the Town Clerk by the end of the first business day following the rental date, the Security Deposit shall be forfeited.

- F. A Renter cannot charge an entrance fee into any of the buildings.
- G. Children must be supervised by an adult at all times who is at least twenty-one (21) years of age.
- H. NO PETS are allowed in the facilities except certified/licensed service animals.
- I. The Renter is responsible for insuring that all persons present in the facility and parking area comply with all applicable Town Ordinances and rules and regulations for the use of the facility. Any expense incurred by the Town as a result of violations will be charged to and paid by the Renter.
- J. Any expense incurred by the Town as a result of violations of the Rental Agreement or Rules and Regulations will be charged to and paid by the renter.
- K. The Renter is responsible for any damage to the floor coverings, curtains, walls, tables, chairs, furnishings, fixtures, plumbing, electrical, landscaping or any other interior or exterior content, furnishings or fixtures of the facility, grounds or parking areas. Renter acknowledges that any damage to the facility could result in legal action to recoup repair costs or other allowable damages.
- L. The Town reserves the right to refuse the rental/use of the facility to any individual or group that has on a previous occasion failed to comply with any of the terms and/or conditions set forth in the Rental Agreement or the Rules and Regulations.
- M. Any request to cancel the Rental Agreement must be made in writing by the Renter. A cancellation fee equal to fifty (50%) percent of the rental fee will be charged in the event the Rental Agreement is cancelled less than fourteen (14) business days in advance of the reserved date. The full rental fee will be charged in the event the Rental Agreement is cancelled less than forty-eight (48) hours in advance of the reserved date.
- N. NO flame, grills, fire pits or similar open flame shall be allowed in the facility or on its porches or steps. Electric or liquid fuel heaters designed specifically for the purpose of indoor heating are allowed when needed.
- O. There shall be NO ILLEGAL DRUGS on or in the rented facility. NO SMOKING is permitted by anyone inside any Town building, on any porch/deck/stairway or in any parking area. This shall be construed to include POSSESSION OR PRESENCE OF A LIT CIGAR, CIGARETTE or OTHER SUCH ITEM. Use or possession of tobacco products by under-aged persons is illegal and expressly forbidden and shall be the responsibility of the Renter should such be reported and verified. These are grounds for forfeiture of the security deposit, as well as potential citation.

P. There shall be NO GAMBLING on or in the rented facility. NO ILLEGAL ACTIVITIES of any kind will be permitted. In the event the police, sheriff or other such authorities are contacted for any reason by which the Renter is responsible, the facility shall be immediately vacated and locked, and the Renter shall forfeit the security deposit.

Q. NO FIREWORS OR EXPLOSIVES, including sparklers or any kind or type are permitted in the facility. The carrying of any firearm at a public gathering, which includes publicly owned buildings such as the facility is prohibited by Georgia law unless the carrier is permitted pursuant to O.C.G.A. § 16-11-127.

R. Skateboarding, skating, rollerblading or riding scooters is prohibited in the facility or in the parking area.

S. No tents or inflatables shall be erected or any anchor stakes of any kind placed without prior approval. Renter shall be responsible for any cost incurred as a result of damages to infrastructure such as electrical, water, irrigation or sewer lines.

T. Parking is allowed in assigned areas only. Parking on surrounding private property is prohibited.

U. The Town shall have the right to refuse to rent the facility to any person or entity who has any unpaid debt owing to the Town, including, but not limited to: Past due taxes, past due utility bills or unpaid fines.

I have fully read and understand the Rental Agreement and Rules and Regulations attached thereto. As the Renter, I acknowledge that I am responsible to the Town for any injury or damage that results from the failure of myself or others present to adhere to the terms and conditions of the Rental Agreement and the Rules and Regulations and I understand that noncompliance may lead to the forfeiture of the Security Deposit.

Further, by executing below the undersigned hereby covenants and agrees that the Town of Turin, their officials, officers, employees, agents, members, representatives, volunteers or their respective insurers 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 said

Facility, nor shall the Town of Turin 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 benefits of the above enumerated entities, the undersigned agrees to protect, indemnify, covenant not to sue and hold the Town of Turin and said facility harmless from and against any and all costs, expenses (including, without limitation, attorney fees), damages, losses actions , causes of actions, fees or liabilities of any nature arising out of or in any way related to the Town of Turin or the use or occupancy of the facility or arising from any state or condition of said facility or any part thereof.

Facility Rented Town Hall Community Building

Printed Name of Renter Signature of Renter

Street Address City, State and Zip Code

Phone Number

***Please note the address listed above will be where the Security Deposit is mailed. ***

For office use only

Deposit Amount _____ Date Received _____

Rental Amount _____ Date Received _____

Refund Amount _____ Check # & Date _____