

Emery Thomas Auditorium Rental Agreement

This Emery Thomas Auditorium Rental Agreement, (the "Agreement"), made and entered into this ____ day of _____, 20____ by and between the City of Dublin, Georgia, (the "City"), and

Lessee Name: _____

Organization (if applicable): _____

Address: _____

Daytime Phone: _____

Cell Phone: _____

Email: _____

(the "Lessee").

Witness that whereas the Lessee desires to utilize the Emery Thomas Auditorium, (the "Facility"), for the purpose of _____ (type of function/event) which will be held on _____, 20__ (*insert date*). Access will be granted to the Facility at ____:____ AM / PM (*insert time*). The Lessee must be completely removed from the facility by: ____:____ AM / PM on _____, 20__.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the City and Lessee agree as follows:

Total Deposit Required: \$_____ (*standard \$250*)

Total Rental Required (*Less Deposit*): \$_____

Due Date for Rental Fees (*14 days prior to event*): _____, 20__

Tables and Chairs Required: ____ Yes ____ No

Sound system required: ____ Yes ____ No

Warming Kitchen Required: _____ Yes _____ No

Lessee will be hiring private security for the event: _____ Yes _____ No

The Event will be ticketed and open to the general public: _____ Yes _____ No

If Yes, Public Liability Insurance has been obtained and proof of coverage is attached to this Agreement: _____ Yes _____ No

- 1) The City will reserve the Facility and provide access and use of the Facility to Lessee for the date of the Event.
- 2) Lessee acknowledges receipt of, full understanding of, and will abide by and comply with the "Facility Use Terms and Conditions" attached hereto and incorporated fully herein by this reference.
- 3) Lessee acknowledges receipt of the "General Information and Measurements" and affirms the Facility meets the needs and expectations of the Lessee for the Event.
- 4) Lessee understands and agrees that execution of this Agreement and payment of the non-refundable deposit is a pre-requisite to securing date of proposed use of the Facility for the Event.
- 5) Lessee understands and agrees that full payment of the rental fee is due at least 14 days prior to the Event or the deposit will be forfeited and the date released by the City.
- 6) TERM: The Effective Date of this agreement is the date first written above. The Term of the lease is from the date and time access is granted, as indicated above, to the date and time Lessee must be vacated from the premises.
- 7) RELEASE OF LIABILITY: To the extent allowed by law, the Lessee does hold harmless and indemnify the City, its officials, agents, servants, and/or employees, and its successors and assigns from any and all liabilities, losses, claims, judgments, suits, fines, penalties, demands or expenses, including, but not limited to, all reasonable costs for defense and investigation thereof (including, but not limited to, attorney's fees, court costs, and other associated fees) for any loss claimed by anyone due to death, injury, or damage to persons or property arising out of, attributable to, or resulting from the Event, except when such liability may result from the sole negligence of the City, its officials, agents, servants, and/or employees.
- 8) ENTIRE AGREEMENT: The text herein and included in any attachments hereto shall constitute the entire agreement between the parties.
- 9) SEVERABILITY: If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion hereof, shall be deemed severable, and shall not be affected, and shall remain in full force and effect.
- 10) ASSIGNMENT AND DELEGATION: The Parties shall not assign any rights nor shall

they delegate any obligations created by this Agreement. Any purported assignment or delegation by either Party makes this Agreement null and void.

- 11) SUCCESSIONS AND ASSIGNS: This Agreement binds the respective Parties and successors and permitted assigns.
- 12) GOVERNING LAW: Any dispute arising under or related to this Agreement is governed and construed in accordance with the laws of the State of Georgia, without regard to its conflict of law principles.
- 13) NOTICE. Unless otherwise provided herein, the Parties giving notice under this Agreement shall do so in writing and mail through the United States Postal Service or by hand delivery. Notice is effective only upon deposit with the United States Postal Service with the said notice being addressed as follows: If to the City: City of Dublin, Attn: City Manager, PO Box 690, Dublin, Georgia 31040. If to the Lessee: Name and address stated above. Notice is also effective upon hand delivery.
- 14) AMENDMENTS: This Agreement may be amended only by an agreement in writing signed by both parties.
- 15) MERGER: This Agreement represents the final and exclusive agreement between the parties and supersedes all prior negotiations and agreements.

IN WITNESS WHEREOF, the Parties have caused this agreement to be fully executed as of the date set forth in the preamble.

Joshua E. Kight,
Mayor

Lessee

(SEAL)

Attest: _____
Heather M. Browning,
City Clerk