Name		
Date of Rental		

# CITY OF THOMSON DEPOT RENTAL CONTRACT FOR ANNEX OR MEETING HALL

 The rental fee must be paid in full before a reservation can be booked. The time of use <u>includes</u> set- up and clean up. All beverages, food, equipment, extra tables, chairs, etc. must be brought in the day of the event during the rental time.
 A cancellation <u>for any reason</u> must be in writing and be received at the City office <b>two weeks</b> prior to the event for the rental fee to be refunded.
Prior to your event, an additional security/key deposit of \$200 must be paid. To have your \$200 security/key deposit returned, the signed inspection form and the key must be returned to the City office. The deposit is refundable only if the signed form is returned, the key is returned, the building is cleaned, and no contract rules are broken. All activities must be conducted in an orderly manner inside and outside the Depot Complex. Rentee will be held responsible for all actions of the caterer, florist, band, D.J., guests, and anyone involved with event. A \$40.00 non-refundable deposit is also required and explained on page 3.
The heart pine floors in the Depot are original to the building, circa 1860. Great care must be taken to not scuff, scratch or otherwise damage the floors by moving tables and chairs while rented. For this reason, the room <b>cannot be used for dances</b> and any additional equipment moved in for an event must be handled with care. This is especially true of any heavier musical gear, which should be placed or set up on a throw rug or carpet provided by the renter. This helps ensure that no permanent damage will be caused to the floors. <b>Under no circumstances are the piano or cart to be moved from their current positions in the Depot. This will immediately forfeit your deposit.</b>
 The individual signing the contract below is responsible for paying for <b>any facility damages</b> if they occur, for picking up and returning the key and inspection sheet, for ensuring that all <b>utilities are turned off, and that the facility is left clean</b> .
 Individuals must be 21 years old to rent the facilities. Private parties or other gatherings planned exclusively for <b>teenagers may not be held at the Depot or Annex.</b>
 Any event/use of the Depot main meeting space where attendance will exceed <b>128</b> people requires the hiring of a qualified fire department technician to be on site during the event. There is no exception to this rule put in place by the State Fire Marshall's Office. Groups exceeding <b>128</b> must contact Sammy Purvis at 706/597-7426. <b>Proof that you have hired</b> an <b>off-duty fire technician is a condition of receiving the keys. This fee is NOT included with the rental.</b>

Any rentee charging a fee to guests to attend an event at the Depot and alcohol is available at the same event, is required to obtain a license to sell alcohol. This is required whether the alcohol is sold directly, or available for paying ticket holders. Rentees who qualify must secure <b>Local and State Licenses</b> for the sale of alcohol prior to the commencement of the event. As per the local alcohol ordinance, licenses are only available for registered non-profit organizations, must be approved by the City Council of Thomson, and are limited to a special event, one-day type of license. <b>This fee is NOT included with the rental.</b>
 If Rentee intends to serve alcohol at no charge at an event, they must state that fact on this application. In the instance where alcohol is served, no guest may pay for any services or activities, or pay an entry fee to the event.
In any and every instance, and as a condition of serving alcohol, the Rentee must employ the services of a police officer with the authority to make arrests to provide security for the entirety of the event. Alcohol may only be consumed inside the building unless an exception is made in writing for the covered area between the Annex and Depot. Special permission must be received to serve alcohol under the covered area and shall be subject to such conditions as stated in the Lease Agreement. Should the police officer observe any violation of city, state or federal alcohol rules, regulations or laws, or violations of this lease, the police officer may immediately suspend use of the facility by the Rentee. Rentee shall be fully liable for any acts, injuries or damages resulting from guest's consumption of alcohol on the premises and shall indemnify and hold harmless all other parties therefrom. This fee is NOT included with the rental. Please contact the City of Thomson PoliceDepartment at 706-595-2166 to hire an approved security personnel. Proof that you have hired security personnel is a condition of receiving the keys when alcohol is to be served.
If alcohol is served, the building and floors must be cleaned thoroughly before leaving, including mopping the entire floor, if necessary.
All activities, including clean up, must be completed and the facility must be secured, locked, and vacated no later than <b>midnight</b> on the rental date, unless prior written consent is granted by the agent. All facilities/equipment used must be cleaned and restored to the condition in which they were provided. This includes floors, carpets, bathrooms, kitchen, and dishes. Air conditioning/heating systems and lights must be turned off before the premises are vacated. See notes on inspection form regarding contacting officials to sign off on the closing checklist. If you will be using the stove in the kitchen, please get proper instructions on how to operate thestove from a City of Thomson employee before the event.
Groups using the kitchen are responsible for cleaning the kitchen, kitchen equipment, kitchen floors and sinks, dining area including the tables, and removal of all trash. Those who leave the kitchen and dining area unclean or who abuse or misuse the kitchen equipment will forfeit their \$200 deposit. Other than mops, broom and vacuum cleaner, no cleaning supplies are provided. The kitchen may not be used to prepare food to be served anywhere other than the Depot.
Smoking is strictly forbidden in and around the Depot Property. No materials of any kind can be attached to any of the walls in any of the Depot or Annex meeting spaces. This includes civic clubs and community organizations. No staples, nails, tacks, tape or other items may be affixed to the columns, floors, walls, windows, doors or furniture.

The Depot fees are based on a daily rental period of 8:00 a.m. to midnight, inclusive of set up and clean up time. Reservations are made on a first come, first serve basis and the rental fee must be paid in full before reservations can be booked. In the case of regularly scheduled meetings, the Rentee must make all reservations each year and it is the Rentee's total responsibility to insure availability of dates.

## **Depot Rental Fee Schedule**

Regular Scheduled Meeting (monthly or weekly) \$100.00

All Day, 8:00 am – Midnight \$400.00 (with or without kitchen)

Security/Key Deposit \$200.00 (Refundable) Fee \$40.00 (Non-Refundable)

#### **Annex Rental Fee Schedule**

Regular Scheduled Meeting (monthly or weekly) \$50.00

All Day, 8:00 am – Midnight \$250.00 (no stove)
Security/Key Deposit \$200.00 (Refundable)
Fee \$40.00 (Non-Refundable)

The \$40.00 non-refundable fee is for City personnel to meet the rentee with the key, walk through the facility with the rentee, answer rentee's questions, and to return at the rentee's indicated closing time for a follow up walk through with checklist.

#### **Depot**

Banquet Style (Maximum Occupancy 145)

Theater Style (Maximum Occupancy 200)

#### Annex

Banquet Style (Maximum Occupancy 50)

Theater Style (Maximum Occupancy (70)

## The fine print...please read.

Any contract deviation must be approved in writing by the City's rental agent, or the City Administrator or his/her designee.

The City reserves the right to refuse rental to a group or individual who in their opinion may constitute a security problem at the depot. Likewise, a group found to be violating the terms of the agreement will be asked to leave immediately and the deposit will be forfeited.

The Rentee agrees to indemnify and hold harmless the City of Thomson, its elected officials and paid employees or agents from any claims, damages, loss or expense (including attorney's fees) arising out of the use of the premises by Rentee's guests, invitees, agents or those such as caterers, musicians and others who are working for or with Rentee.

The Rentee shall find the premises to be in a clean, safe condition and hereby agrees to leave said premises and surrounding areas adjacent to the Depot in a clean, safe condition. Failure of the Rentee to adhere to this provision will subject Rentee to additional charges for clean up or repair. The Rentee also agrees to abide by all rules and regulations, which are attached and made a part of this, contract and shall comply with all applicable laws, regulations and ordinances.

This Contract constitutes the entire agreement between the Renter and Rentee and no alteration, change or modification hereof shall be binding upon the parties hereto unless the same shall be in writing and signed by each party.

Date of Use:				Beginning 7	Time:	# Attending:	
Purpose:							
Will admissi	ion be cha	arged o	r ticke	ts sold for e	entry? YES	NO	
Alcohol Serv	ved? YE	S	NC	)			
Name of Lav	w Enforce	ement (	Officer	(if required	l):		
Name of Fire	e Official	(if req	uired):				
The undersig	gned does	hereby	agree	e to the term	as and conditions as	stated above.	
This	_day of			2023.			
					Rentee (Please	print name)	_
Rentee's	Mailing A	Address	S		Signature		
Rental Pa						_	
Deposit I					Phone Number		
	osit Paid:				Optional Alterna	te Phone	_
Amount	Method Ca Ck		ment CC	Date	Rental, Deposit or NR Deposit	Funds paid by:	Rec.

CC(Credit Card)

Ca(Cash)

Ck(Check)

MO(Money Order)

# **DEPOT CHECKLIST:**

	<b>Depot/Annex</b>
	Sweep floors and clean tables.
	All trash must be bagged and disposed of properly in the dumpster
	at the east end of the complex. City Staff is NOT responsible for trash.
	If the floors are sticky from spillage or normal sweeping is not
	adequate, they must be mopped by the renter.  (mop bucket and mop in closet beside kitchen)
	Do not move piano or cart with big
	wheels. Turn off Heat/Air.
	Depot/Annex Kitchen
	Clean floors/sweep and mop (mop bucket and mop in closet beside kitchen)
	Wipe tables.
	Wash dishes if used.
	Empty trash cans and refrigerator. Check that the Heat/Air is turned off.
	Check that the Heal/All is turned off.
	<u>Bathrooms</u>
	Empty trashcans
П	Mop floor if dirty
	•
	Failure to perform clean-up duties listed above may result in forfeit of security deposit.
	Damage to property or violation of rental agreement may result in the City refusing to rent to violating party in the future.
	Please have this check list signed and return it with the key for your Security Deposit refund.
	City of Thomson Police Officer or City of Thomson Personnel
	(If none of above are available at the end of your allotted time, contact 706-595-2145 to have a

police officer dispatched.)