

Rental Contract
for the
West Point Virginia Cook Activity Center
9/29/16

Under the terms and conditions expressed below, the City of West Point, herein called lessor, does hereby grant _____, hereinafter called Lessee, the right to use and occupy the below described space and premises for the specified date(s) of _____, 20 ____, for the explicit purpose of _____ from _____ am/pm until ____ am/pm. An anticipated attendance of _____ guests is expected.

All rentals are on a first come first serve basis. Reservations may be made up to 12 months in advance. This facility is for non-profit community use only. The Lessee who signs this document is the responsible party for this rental contract including all guest and contractors.

Weekend Rate (Friday, Saturday or Sunday)

- \$500 8am – 12am (EST)
- \$250 8am – 6pm (EST)
- Use of full facility rooms A, B & C and kitchen facility
- Use of tables and chairs
- Permission to use building the evening before to decorate, beginning at 6:00 pm (EST)
- Refundable damage deposit of \$100 required
- 2-day rental discount for Friday and Saturday or Saturday and Sunday, \$750

Weekend Rate for Birthday Party 12 and Under

- \$75 4-hours (no later than 8pm)
- Use of A&B rooms and kitchen facility
- Use of tables and chairs
- Refundable damage deposit of \$50 required

Weekend Rate for Baby Shower, Wedding Shower or Dinner

- \$125 11am – 8pm
- Use of A&B rooms and kitchen facility
- Use of tables and chairs
- Refundable damage deposit of \$50 required

Weekdays (Monday - Thursday)

- \$200, full-day meeting 8am - 5pm (EST),
- \$100, luncheon meeting 10:00am - 3:00 pm (EST)
- Use A&B rooms and kitchen facility
- Use of tables and chairs
- Refundable damage deposit of \$50 required

Weekday Rate for Birthday Party 12 and Under

- \$50 4-hours (no later than 8pm)
- Use of A&B rooms and kitchen facility
- Use of tables and chairs
- Refundable damage deposit of \$50 required

Weekday Rate for Baby Shower, Wedding Shower or Dinner

- \$125 11am – 8pm
- Use of A&B rooms and kitchen facility
- Use of tables and chairs
- Refundable damage deposit of \$50 required

Weeknights (Monday - Thursday)

- \$100 5pm - 9pm (EST)
- Use of A&B rooms and kitchen facility
- Use of tables and chairs
- Refundable damage deposit of \$50 required – no deposit for non-profits

Rights and Responsibilities of Lessee West Point Virginia Cook Activity Center

- In addition to use of the facility, the Lessor will provide tables and chairs
- For Friday or Saturday rentals, the Lessee will be able to use the facility for event setup beginning at 6:00 pm (EST) the day prior to the rental, unless otherwise specified.
- Lessee will set up and take down tables and chairs, unless otherwise specified.
- The Lessee is responsible for all actions of those attending the event any contractor (caterer, florist, etc.) and should inform the attendees and contractor(s) of the rules and regulations concerning use of the facility.
- The Lessor cannot assume responsibility for items left after the rental time. The Lessee, caterer, florist, etc., are responsible for removal of all equipment and materials within the specified rental time period.
- The Lessor is not responsible for any items rented from another source.

- No tape, adhesive, nails, staples or pins are permitted to affix items, decorations, etc., to walls, doors, or woodwork, inside or outside this building.
- Tables must be protected from candle wax.
- The facility is located in a residential area therefore event music should not be heard off the building property.
- All kitchen trash must be placed in heavy-duty plastic bags, tied securely, and placed in the outside container.
- **Smoking** is prohibited on the property except the parking lot.

- **Alcoholic Beverages:** Wine, beer, or champagne may be served by the Lessee caterer if said caterer has the appropriate license. Cash bar (that is, the sale of alcohol) is PROHIBITED. All laws concerning the distribution of alcohol must be followed. Minors and inebriated persons may not be served. No alcohol may be consumed outside the building or in the parking lot at any time. No open containers shall be carried from the building.
- Lessee shall be liable for all damage to the building and grounds and agrees to indemnify and hold the Lessor harmless from any claims and suits arising out of injury or death to any person or damage to property resulting from use of said building and grounds.
- Lessee shall assume full responsibility for the character, acts and conduct of all persons admitted to premises during the term of the rental contract. Lessee shall comply with all laws, ordinances, rules and regulations of the State of Georgia and City of West Point and will obtain and pay for all necessary permits and licenses. If a violation occurs and is not immediately corrected, Lessor will terminate the event and no refund will be permitted.
- In the event the number of guests exceeds the stated fire code maximum occupancy for the building and the fire marshall intervenes, the Lessor is not responsible for refunding the rental fee to the Lessee.
- City staff has the right to inspect the facility before, during and after the event to ensure that the Lessee is in compliance with this agreement.
- The Damage Deposit is expected two weeks prior to the date of the event. If a check is presented, it will be held until after the event is over. The full deposit, or a portion thereof, will be refunded after the event, given that there is no damage and that the Lessee has complied with the above stipulations.
- Rental reservations cannot be guaranteed without the signed contract and deposit.
- Cancellation policy:
 - Cancellations occurring less than 30 calendar days from the scheduled event will result in forfeiture of all paid fees.
 - Cancellations occurring between 31 and 60 calendar days will receive a 50% refund.
 - Cancellations occurring 61 or more calendar days from the scheduled event will be 100% refunded.
 - The security deposit will be 100% refunded if the event is cancelled.
- The Lessor reserves the right to cancel any reservation if the relationship between the Lessor and Lessee becomes contentious. A refund will be awarded to the Lessee in this case, according to the cancellation policy stated above.

- The Virginia Cook Activity Center is not an appropriate venue for live band concerts or events that will disturb the adjacent residential neighborhood. The City of West Point reserves the right to reject any proposed event that will have a negative impact on the area or facility.
- Driving or parking on the grass for any reason is strictly prohibited.
- The facility is for non-profit community use only. No pay at the door events allowed.

<p>Date of Event: _____</p> <p>Rate: _____</p> <p>Deposit: _____</p> <p>Alcohol: ___ will ___ will not be served during this special event.</p>

This agreement has been made and entered into this _____ day of _____, 20____, by and between the undersigned parties:

Lessee

Lessor

Date

Date