

**CITY OF NICHOLLS RENTAL AGREEMENT OF
THE SOUTH GEORGIA YOUTH PARK WIREGRASS ARENA**

Mailing Address:
City of Nicholls
P.O. Box 218
Nicholls, GA 31554
(912) 345-5721

Physical Address:
Wiregrass Arena
416 Flyng Hawk Rd
Nicholls, GA 31554

1. **GENERAL CONDITIONS:** The City of Nicholls (hereinafter "City"), hereby agrees to rent to _____, the undersigned renter, (hereinafter "Renter"), the specified facility known as South Georgia Park Wiregrass Arena (hereinafter "Arena"), 416 Flying Hawk Road, Nicholls, Georgia 31554 subject to the following terms and conditions. The City, its council members, agents and/or employees are not responsible for commitments made to a third party without the approval of the City's Council. At all times, the Arena shall not be sub-leased by or to a third party and/or organization. At all times, the City's City Council has the exclusive right to grant and/or deny any agreement presented to them regarding the Arena.

2. **CONTENTS:** This Facilities Rental Agreement (hereinafter "Agreement") represents the entire agreement between the parties for the rental and use of the Arena. No statement, representation of other promise, direct or implies, shall be enforceable unless in writing and executed by both parties. Any document or provision inapplicable to this Agreement shall be crossed out and initialed by the parties.

3. **SPACE RENTED:** Subject to the terms of this Agreement and availability, Renter shall have the right to use the Arena for the uses, capacity and fees indicated, and on the days and times listed below.

a. Permitted Events Use of Arena includes use of parking lot, camper parker area, stalls, wash stall building, restroom facilities, concession area, announcer's stand and table, arena area

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of 150 ft by 200 ft; activities used in the Arena have been 4-H and FFA activities, livestock activities, horse show activities, cage fights, live music and private parties.

b. Electric Cords: The Renter is responsible for all electrical cords and cables associated with the electrical components to be used at the respective event, i.e. light, DJ set-up, etc.

c. Event Times: In the event the Renter, including, but not limited to, Renter's vendors, suppliers, etc., modifies his/her original start-up time of the event, it is the responsibility of the Renter to inform the City of Nicholls City Clerk at least twenty-four (24) hours prior to the event. Failure to comply will delay the entry of the Renter, its vendors, suppliers, etc. into the Arena. _____ (Initials)

In the event the Renter wishes to change his/her entry time; the Renter shall contact the City of Nicholls City Clerk for assistance. _____ (Initials)

In an emergency situation, please contact _____ for immediate assistance. ▪ Monday through Friday 6:00 p.m. - 12:00 a.m. ▪ Saturday 8:00 a.m. - 12:00 a.m. ▪ Sunday 8:00 a.m. - 10:00 p.m.

d. Arena Policies: The Renter shall inspect the entire facility immediately prior to the event and report any damages to any portion of the Arena to the City of Nicholls City Clerk. Structural damage done to the facility while assigned to the Renter must be reported promptly to the City of Nicholls City Clerk. The Renter will be responsible for any and all damages, except for normal wear and tear, to any portion of the Arena incurred during the event and/or as a result of the event.

The base set-up for the Arena will be 150 ft. by 200 ft. Any modifications will be the responsibility of the Renter. If removal of the arena panels is required, then all movement of said panels must be done in and out of the west (open) end of the arena. No movement of the panels

shall be allowed through the bays on the sides of the arena. In the event the panels are removed, the Renter will be responsible for putting the panels back into place at the conclusion of the event and will require a \$500.00 deposit due at the execution of the Agreement. It will be the responsibility of the Renter to replace the panels and/or to replace the panels correctly in its original condition. Failure to replace the panels and/or to replace the panels correctly to its original condition will result in forfeiture of the \$500.00 deposit. _____ (Initials)

If an activity under the Arena requires modification of the soil, then any modification will be at the expense of the Renter and will require a \$1,000.00 deposit at the execution of the Agreement. It will be the responsibility of the Renter to return the soil to its original condition. Failure to return the soil to its original condition will result in forfeiture of the \$1,000.00. _____ (Initials)

A facility cleanup deposit of \$500.00 per event is due at the execution of the Agreement. The Arena grounds are to be cleaned to the satisfaction of the City. Failure to clean the Arena, including, but not limited to, removing trash and/or debris from the Arena parking lot, camper parking areas, Arena grounds, covered arena, restrooms, wash building, stall building. All trash should be emptied in either the dumpster or the large covered trashcans. Failure to clean the premises of the Arena as provided herein to the satisfaction of the City will result in forfeiture of the \$500.00 deposit. _____ (Initials)

Any damages to the tractor and/or any of the equipment/attachments, the arena building, arena panels and/or any and/or all injuries resulting from the use of the tractor and/or equipment during the event or as a result of the event shall be the sole responsibility of the Renter. At all times that the tractor is rented, the Renter shall be solely responsible for providing diesel fuel for said tractor at their own expense.

At all times, any and/or all dogs and/or other pets shall be required to be on a leash. are required to be on a leash. At all times during the lease, the Renter shall be responsible for enforcing said leash policy.

At all times during the event, there shall be no golf carts, four wheelers, skateboards in or surrounding the arena, except motorized wheelchairs and/or scooters used by disabled and/or handicapped persons. At all times during the lease, the Renter shall be responsible for enforcing said policy.

At all times, any and all permitted motorized vehicles not pulling trailers shall park in the designated areas in front of the arena. At all times, any and all campers shall park in the designated area of the Arena. At all times, any and all unattached trailers shall be parked in areas away from the arena building and the stall barn. At all times during the lease, the Renter shall be responsible for enforcing said policy.

At all times, any and all animal waste shall be disposed of in the specifically marked areas. The Renter shall be responsible for enforcing said policy and failure to do so will result in the forfeiture of the \$500.00 facility cleanup deposit. _____ (Initials)

Smoking is strictly prohibited in any portion of the enclosed Arena as well as the stall building. At all times during the lease, the Renter shall be responsible for enforcing said prohibition.

4. **RESERVATIONS:** Reservations are made on a first-come-first served basis. Facilities are reserved only upon payment of fifty percent (50%) of the applicable Usage Fee and execution of Agreement by both parties. In the event payment is made and the Agreement has not been signed, the event date(s) will remain available for other events.

5. **INSURANCE:** Any activity held at the Arena must have valid comprehensive event liability

insurance with a minimum of \$1,000,000.00 per day in liability insurance and the City of Nicholls, Georgia listed as "additional insured" parties. Any vendor who comes on site and sells during an event must carry a minimum of \$1,000,000.00 per day in liability insurance with the City of Nicholls, Georgia listed as "additional insured" parties. If Renter, his/her/its company and/or organization already has said coverage, then said insurance provider must provide the City verification of coverage and a copy of the policy with the City of Nicholls, Georgia listed as "additional insured" parties. In the event alcohol is served at the event, Renter shall add to their special event liability insurance an endorsement for host liquor liability.

All policies must be in place at least two (2) weeks prior to the event and verification of coverage must be presented to the City's City Clerk two (2) weeks prior to the event. A new certificate from the Renter's insurance company or carrier must be presented to the City each time a Renter rents the facility.

Said comprehensive event liability insurance must provide protection for all known and/or unknown risk associated with the specific activity in which the Arena is being leased. This coverage must also extend to the known and/or unknown general risks associated with promoting such an event including, but not limited to, premises liability, automobile liability, and food service liability.

In addition to said policy of insurance, Renter shall indemnify the City for any liability it may have and/or incur arising out of the Renter's use of the Arena. This indemnity shall include any claims, suits, regulatory actions, causes of action, administrative actions or any other actions against the City whatsoever. In addition, Renter shall have the duty to defend City in any of the aforementioned actions. The duty to defend shall include, but is not limited to, attorney fees, expense of litigation, cost and any other expenses associated with said action.

At all times, the Arena will not be available without proper insurance coverage and the City reserves the right to refuse to give the Renter and Renter's guests access to the reserved Arena on the scheduled event date if proper evidence of insurance coverage has not been provided to the City as provided herein. _____ (Initials)

6. DEPOSIT, PAYMENT, FEES, CANCELLATION AND REFUNDS:

a. Payment: Renter shall pay **fifty percent (50%) of the applicable Usage Fee as a deposit** at the time of execution of this Agreement and the balance is due thirty (30) days prior to the event. If the agreement is executed within thirty (30) days of the event, one hundred percent (100%) of the rent shall be submitted as a deposit at the time of execution of this Agreement.

b. Forms of Payments: Accepted The City accepts the following forms of payments:

(1) Cashier's Checks or (2) Money Orders.

All payments should be made payable to the City of Nicholls and submitted to the City of Nicholls, City Hall located at 707 Van Streat Highway, Nicholls, Georgia.

c. Fees:

Usage Fee:

4H & FFA activities	\$250.00/day x _____ days = \$ _____
Livestock activities	\$450.00/day x _____ days = \$ _____
Other events (concerts, cage fights, private parties, etc.).....	<u>\$2,000.00/day</u> x _____ days = \$ _____

Rental and Other Fees:

Concession Rental	\$150.00/day x _____ days = \$ _____
Extra Setup Days	\$200.00/day x _____ days = \$ _____
Stalls (no shavings)	\$25.00/day x # of stalls x _____ days = \$ _____
Additional Days (stalls unlocked when paid)	\$15.00/day x _____ days = \$ _____
Tractor & Additional Equipment	\$300.00/day x _____ days = \$ _____
Vendor Fee	
No Electricity	\$100.00/day x _____ days = \$ _____
Electrical Hookup	\$200.00/day x _____ days = \$ _____
Camper Hookup	\$75.00/day x _____ days = \$ _____
Vendor Hookup to outlet over 110 amp	\$200.00/day x _____ days = \$ _____

Utilities (lights, water)
Dumpster/Trash Fee

\$600.00/day x _____ days = \$ _____
\$200.00 per event

****A day shall be defined as a twenty-four (24) hour period beginning at 7:00 O'clock A.M. of one calendar day until 6:59 O'clock A.M. the following calendar day.**

d. Cancellation Fees: The City has agreed to commit the space as outlined above to Renter. Upon execution of this Agreement and payment as outlined above, the City will hold this space in reserve exclusively for Renter for the date and times specified below. The Renter must inform the City, in writing no less than fourteen (14) days prior to the scheduled event date, in order to receive a refund of any previously paid deposits. Failure to notify the City within said timeframe shall result in the forfeiture of any and all deposits previously paid. _____ (Initials)

e. Refunds: Any fees which may be due as of the date of refund will be deducted from the Usage Fee, which is paid to reserve the facility, prior to issuance of the refund. Refunds are processed through the City's Department of Finance.

7. **FOOD AND BEVERAGE SERVICES:** Renters may use any commercial or individual caterer for food and/or beverage services at the event. Renter's shall indemnify and hold the City harmless from and against any and all costs, expenses or liability incurred as a result of using a catering company or individual for the event. In the event the Renter is using a licensed caterer or individual, they shall place the following documents on file with the City of Nicholls prior to the event:

▪ Proof of Insurance (i) Workers Compensation (ii) General Liability (iii) Product Liability ▪ Health Department Documents (i) Food Service Establishment Inspection Report (ii) Health Department Permit ▪ Applicable Licenses (i) Business License (ii) Department of revenue – Sales and Use Tax Division (iii) License to Sell Alcohol Beverages for On-premise Consumption.

Renter will further indemnify and hold the City harmless for claims or actions by
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Renter's caterer or individual for damage, theft or destruction of caterer's or individual's preparation materials brought into the Arena. The City represents and Renter acknowledges that there is no kitchen facility, storage, or ice machine available for food preparation, food service or event usage by outside caterers. _____ (Initials)

At no time shall any catering equipment and/or supplies be left in the Arena after the conclusion of the event for the purpose of a late pickup. The City will not be responsible for any loss, theft of or damage to any catering supplies and/or equipment or any other property which is the responsibility of the caterer and/or the Renter. The City will not assume or accept responsibility for damages to and/or loss of any merchandise and/or articles left in the building prior to, during or following the event. At all times, there shall be no combustible materials (e.g. paper, baskets, table decorations, table linens, etc.) placed within six (6) inches of a burning fuel container. At all times, the Renter shall have a compliant and good working order a fire extinguisher on hand at any time a cooking devise is used to either cook and/or heat food of any kind.

8. **ALCOHOL:** Renters are permitted to serve alcoholic beverages at the Arena. In addition, alcoholic beverages must be served and dispensed by certified bartender or a server for an authorized licensee as defined below. If alcohol is being provided at the event, then the Renter must also add to the special event liability insurance required in Paragraph 5, an endorsement for host liquor liability. If Renter intends to sell alcoholic beverages at the event, Renter must obtain special permit for individuals or organizations licensed to sell alcoholic beverages as required by local, state and federal laws. These permit requirements are also applicable if an admission fee, cover charge, cash donation, or the like is imposed upon the attendees and alcoholic beverages are served at the event. A copy of the permit, if applicable, must be submitted to the City of

Nicholls City at least fourteen (14) days prior to the date of the event. Otherwise alcoholic beverages will not be allowed to be sold at the event. The application for permits must be filed with all appropriate agencies at least thirty (30) days prior to the date of the event. Please be aware that the process to obtain a permit may take several months. Renter is responsible for ensuring that they are in compliance with all state and local alcohol licensing and permit requirements, and that all certifications, licenses and permits are current and available for inspection during the event. _____ (Initials)

9. **FIRE LAWS:** At all times, Renter shall comply with all Fire Safety Requirements adopted by the State Fire Marshal's Office as well as the Nicholls Fire Department. _____ (Initials)

10. **DECORATIONS, SIGNS, POSTERS, FLYERS, BANNERS:**

a. Decorations: All decorations for an event must be approved by the City of Nicholls City Council at least thirty (30) days prior to said event. Decorating, setup of equipment and/or deliveries must be scheduled at least seven (7) days prior to the event with the City's City Clerk. The times available for setup are generally after 3:00pm Monday through Friday and as early as 8:00am on Saturdays and Sundays. _____ (Initials)

The use of lighted candles, open flames, pyrotechnics or smoke/fog machines is prohibited in the Arena.

b. Signs, Posters, Flyers: All signs, posters, flyers and/or the display of banners at the Arena must be submitted for approval by the City's City Council. Upon approval of said sign, poster, flyer and/or the display of a banner, the City's City Clerk shall notify the Renter of said approval. The City shall not permit the display any sign, poster, flyer and/or the display of a banner containing obscene materials as defined by O.C.G.A. § 16-12-80.

11. **SECURITY:** At all times alcohol is being provided at the event, the Renter shall provide

private certified security officers and/or off-duty post certified law enforcement officers. Renter shall provide said security at its own expense. At least fourteen (14) days prior to the event, the Renter shall notify the City of Nicholls City Clerk and the City of Nicholls Police Chief with the names of any and all said security working said event. Renter shall employ at least one (1) security officer or off-duty post certified law enforcement officer for every fifty (50) people expected to attend the event. _____ (Initials)

The City makes no representation about the adequacy of security. At all times, weapons of any type and nature, illegal substances and hazardous materials are strictly prohibited at the Arena. At all times during the lease, the Renter shall be responsible for enforcing said prohibition. _____ (Initials)

12. GENERAL TERMS:

a. Exclusive Use: Rental of facility includes only the space designated and reserved by Renter. The Arena and its equipment is to be used and enjoyed at the sole risk of the Renter. In consideration of the benefits to be derived here from, the Renter shall hereby release, relinquish, discharge and agree to indemnify, protect and save harmless the City, its agents, employees and/or representatives of and from any and all claims, demands or liabilities for any injury to, including the death of persons (whether they be third or employees of either of the parties thereto) any loss or damage of property including injury or death of livestock or other animals (whether it be that of either of the parties hereto third persons) caused by or growing out of or in any happening in connection with its exercise of the privileges herein granted.

b. Right of Entry by the City: At all times, the City reserves the right to enter any and/or all areas of the Arena during the rental period by its officers, agents, representatives and/or employees. This right includes the right to enter locked storage areas and/or to inspect goods,

merchandise or any other contents therein.

c. Right to Eject The City reserves the right to eject, or cause to be ejected from the premises, any objectionable person or persons. Neither the City nor any of its officers, agents, representatives or employees shall be liable to Renter for any damages that may be sustained by Renter through the exercise by City of such right.

d. Obey all Laws and Ordinances: Renter and Renter's agent, employees, contractors, guests, and any other persons using the rented Arena shall obey all laws, ordinances, rules and regulations, including, but not limited to, any and all laws requiring Renter to take affirmative action to protect or further the civil rights of any person or persons.

e. Defacement of Facility: Renter's agents, employees, contractors, guests, and any other persons using the rented space, shall not injure, mar nor in any manner deface the premises or any fixtures and/or equipment therein, and shall not cause or permit anything to be done whereby the said premises, fixtures and/or equipment are injured, marred, or defaced. Renter shall not make or allow to be made any alterations of any kind to the Arena and/or its surroundings, building, fixtures, wares and/or equipment. Failure to adhere to this provision will result in the forfeiture of all deposits and usage fees. _____ (Initials)

f. Payment for Damages: Renter shall be responsible for any and all damages caused by Renter, Renter's agents, employees, officers, representatives, contractors, guests, invitees and/or any other person allowed to enter upon the Arena during the rental period through Renter's direct or indirect permission. _____ (Initials)

g. Amplified Sound/Noise Level: Renter agrees to ensure that amplified sound used in connection with Renter's event shall not disrupt or interfere with the State of Georgia's loud music statute. Renter shall immediately comply with the City's, its agents, employees, officers

and/or representatives to reduce the noise generated by Renter's event.

h. Parking: All motorized vehicles, unless otherwise cited herein above, shall park in the designated parking space in the parking lot in front of the arena. Renter shall be responsible for shall enforcing said parking provision.

13. **INDEMNIFICATION:** Renter agrees to indemnify, defend and hold the City, harmless from and against any and all costs, expenses or liability incurred as a result of any claim, suit lien, or other legal proceeding resulting from Renter's use of the Arena.

14. **FORCE MAJEURE:** The performance of this Agreement by either party is subject to acts of God, war, government regulation, disaster, strikes, civil disorder, or other emergencies making it inadvisable, illegal, or impossible to provide the facility or to hold the event. Upon the event of force majeure, this Agreement may then be terminated for any or more of such reasons by written notice from one party to the other.

15. **ACCEPTANCE FOR AGREEMENT:** Renter's acceptance of this signed Agreement for the use of the Arena shall constitute the sole and complete agreement with the City. This agreement shall have no force or effect whatsoever unless and until it has been properly executed and delivered to the Renter. The City has the right to cancel or reschedule any event should the Office of the Mayor declare an emergency need for the use of the subject space.

Date of Event: _____
Time of Event: _____
Facilities Reserved: _____
Usage Fee Due: _____
Deposited Amount: _____
Date of Deposit: _____
Balance Due: _____

**(THIS SPACE LEFT INTENTIONALLY BLANK)
(SIGNATURES APPEAR ON PAGE THIRTEEN)**

The City and Renter have executed this Rental Agreement by their duly authorized signatures as of this _____ day of _____ 20_____.

Renter:

Authorized Signature: _____

Authorized Contact name: _____

Authorized Contact Telephone Number: _____

Lessor: City of Nicholls, Georgia

Authorized Signature: _____

Authorized Contract name: _____

Authorized Contact Telephone Number: _____