



RENTAL TERMS

**Please read the entire rental agreement carefully prior completing the Rental Application.
When renting city buildings, the person signing the rental application assumes
responsibility for compliance with the rental agreement.**

Rental includes use of the building and items associated with the rental facilities during the scheduled block of time for the rental date. Hours cannot be utilized over multiple days and must be used consecutively. To avoid additional fees, functions should be planned to allow time for rental companies and caterers to bring in or remove their furnishings and/or equipment during the scheduled rental time. All caterers, decorators, and facility renters must stay within their scheduled block of time rented. Any usage beyond the rental block will be assessed an hourly fee. In case of damages to property while being rented or violations of facility terms a credit card number must be given at time of booking and will remain on file until the end of the event.

RENTAL TOTAL MUST BE PAID IN FULL 30 DAYS PRIOR TO THE RENTAL DATE

RESERVATION DEPOSIT: Deposit is equal to half of the total rental fee amount and is required to guarantee the rental date and time. The reservation deposit will be taken when the application is submitted to staff. The reservation deposit will then be applied toward the total rental fee. The total rental fee must be paid in full 30 days prior to the event.

**IF THE FACILITIES ARE BOOKED WITHIN 30 DAYS OF THE EVENT, THEN THE
TOTAL RENTAL FEE WILL BE DUE THE DAY OF BOOKING.**

SECURITY: A Toccoa City Police Officer is required for events serving alcohol. Up to 50 guests requires one officer, and over 50 guests require two at the rate of \$50/hour.

DECORATIONS:

- Confetti, Rice, loose artificial petals, and Glitter are NOT to be used outside..
- DO NOT use tape, staples, thumbtacks, glue, and other piercing items to put up decorations that damage walls.
- No real candles- ONLY flameless candles are allowed.
- The renters and/or decorators are responsible for all setup and takedown of decorations and place settings at the facilities.
- No decorations are allowed to be hung from the chandeliers

***Violations of these terms are subject to a \$50.00 per hour cleaning fee and or damage fee.**

CLEANING:

Renters are responsible for the following cleaning duties upon conclusion of their event:

- Garbage: All trash must be bagged and placed in dumpster at the top of the parking lot.

- Tables and Chairs: All tables and chairs must be wiped down and chairs must be stacked on top of tables.
- All personal items must be removed from the event facilities. The City of Toccoa is not responsible for personal items.

PARKING:

All event facility renters and guests **must park in the designated event parking.** This parking is clearly marked and consists of the parking lot to the right of Reflections Event Center and the over flow black top parking lot located to the left of the Ping's grill parking lot. Guests are **NOT PERMITTED TO PARK** at the Ping's Grill Restaurant parking lot. All guests improperly parked will be asked to move. Thank you for respecting the lease agreement the City of Toccoa has with the operators of Ping's Grill.

Any ADA allowances must be approved in advance by Event Facilities Staff.

FIRE ALARMS: Renter is responsible for compliance with Georgia Fire Codes.

- Any person discovering fire must call 911 immediately.
- Immediately notify and evacuate all occupants and guests and notify Event Facilities Staff.
- GA Code 1-14.2: Prohibits alarm of fire when no fire exists.
- GA Code 1-4.3: Prohibits any person to misrepresent facts for the purpose of interfering with the orderly operation of the fire department or with the intention of misleading any fire department personnel.
- GA Code 1-15.1: No person shall render a system of any fire-extinguishing system, device or fire warning system inoperative or inaccessible.

RENTAL AND CATERING COMPANY:

Equipment, furnishings, decorations, and other items provided by rental companies and caterers must not be in the building outside of designated rental block, unless otherwise specified in contract via written or typed addendum.

SMOKING:

Smoking is not permitted inside the Reflections Event Center, Pavilion, the Lawn, or at the Boat House. Smoking is permitted in designated smoking areas.

CANCELLATIONS:

All cancellations must be submitted in writing. Failure to notify event staff could result in forfeiture of any/all deposit (email will be accepted as a written notice). Cancellation penalty is due to event center inability to fill the space on such short notice and reflects the increasing difficulty of doing so the closer to the rental date.

No Refunds for cancellations within 90 days of the event date

ALCOHOL BAR:

NO alcohol is allowed to be brought in from outside of our venue. All alcohol must be purchased by a Lake Toccoa Event Facilities Staff Member. Failure to adhere to this rule will result in a \$1,000.00 fine charged to the credit card on file.

Licensed bartenders are required for alcohol sales and must be hired through the City of Toccoa. Your bar rental includes 2 bartenders for a 4 hour rental. Any events serving alcohol with 100 guests or more are subject to an additional bartender.

*Open Bar will require a card to be held on file for duration of event. Open bars over \$500.00 will be charged an 18% gratuity.

RETURNED CHECKS:

Returned checks will not be re-deposited. A \$30.00 fee will be charged for returned checks.

WAIVER OF LIABILITY/INDEMNITY RELEASE FROM RESPONSIBILITY

Notice: This permit contains a release, indemnity and waiver of liability, and when signed is a contract with legal consequences. Please read it carefully before signing your name.

To the City of Toccoa: consideration of the opportunities afforded to me and/or my group by this permit, I, the undersigned participant, freely agree to and make the following contractual representations and agreements.

I, the undersigned, do hereby knowingly, freely, and voluntarily assume all risk and liability for any damage or injury that may occur as a result of my and/or my group's use of the facility identified herein during the time period I and/or my groups are using same and further agree to release, waive, discharged, and covenant not sue the City of Toccoa, it's officers, agents, employees, and volunteers (all for the purpose herein referred to as "Releases") from any and all liability or claims that may be sustained by me directly or indirectly in connection with, or rising out of, my groups use of the facility as described herein, whether cause in whole or in part of the negligence of the City of Toccoa or the Releases.

I further agree to indemnify and hold the City of Toccoa, its officers, employees, and agents harmless from and against any claims, demands, or cause of action whatsoever kind of, nature, including attorney's fees, costs and expenses, resulting from the losses sustained by third parties arising out of actions or alleged actions in connection with this permit.

I agree that I have read this form, fully understand the terms, and I understand that I, or anyone who may claim to have rights on my behalf, have given up substantial right by signing it and have signed it freely and without inducement or assurance of any nature intend to be complete and unconditional release or any and all liability to the greatest extent allowed by law and agree that, if any portion of this contract is held to be invalid, it will continue in full legal force and effect the balance notwithstanding.

Signature of Renter

Lake Toccoa Event Staff

