

Leroy Rogers Multi-Purpose/Senior Citizens Center 315 West Second Street Tifton, GA 31794 229-391-3956/391-9299 Business Hours 8am to 5pm

Rental Fees: Deposit \$300 (No Exemptions) Fire Marshall's capacity is 300

Per Hours	\$75 per Hou	r
Whole Day (12noon to 12midnig	ght)\$750 flat rate	
Use of Kitchen	\$60 flat ra	ate

NOTE: Reservation can only be confirmed after a \$300 deposit has been issued to the Leroy Rogers Multi-Purpose/Senior Citizens Center along with a completed application packet.

The Renter Party is responsible for their own set-up, take down, and cleaning the building after each use by the scheduled time on the application.

Included in Rental: A Sound System, Projector, Commercial Warmers, Refrigerator, Ice Machine, and Microwave





LEROY ROGERS MULTI-PURPOSE/SENIOR CITIZENS' CENTER

R. H. McMillian Assembly Room

315 W. 2nd Street, Tifton, GA 31794 Ph. (229)391-3956 fax (229) 391-3979 Email: <u>npatrick@tifton.net</u>

Applicant:	
Address:	
	(Physical Address required):
Address where refund should be	
Telephone:	Business / Work
2 nd Contact Person:	Phone Number
Date of Rental	Hours of Rental From to
	\$75/hour \$750 Whole day
	up and cleanup is included in rental time) NSIBLE FOR THEIR OWN SET-UP, CLEAN UP, AND TAKE DOWN)
Planned Event:	
Are you charging fees at your eve	ent? If so, you must have a Business License.
	of your application shall result in cancellation of event and forfeiture obligation to on site building supervisor.
Are you renting: (\$60) Kitcl	hen If you are using the stove you must pay the \$60
Expected Attendance:	(<u>Fire Marshall Capacity is 300</u>)
ALL EVENTS MUS	T BE CONCLUDED AND BUILDING CLEANED BY 12 PM!
Note: All fees must be paid 1 building not being available.	month prior to the date of the event. Failure to comply may result in the
Signature of Applicant-(Person	Responsible for Renting Facility) Date
	(Office use only)
Amount Paid: \$	Date:



Leroy Rogers Multi-Purpose / Senior Citizens Center Facility Utilization Agreement

I/We,	do	hereby	agree	to	the	following	rules	and	regulations
concerning the use of the Leroy Rogers Multiple	e Pu	rpose Se	nior Ci	tize	ns C	enter and s	surrou	nding	premises.

Rules:

- 1. Agree to assure and hold the City of Tifton harmless for any personal injuries or property damages resulting from the conduct of any person/persons on the Center's property while the Center is rented in my/our name, and accept full responsibility of any damages that occur during the time the facility is rented.
- 2. Agree to pay the City of Tifton for all repairs resulting from damages while the Center is rented.
- 3. Consent to Police officers patrolling the parking lot and entering the building during my function.
- 4. Will ask any unwanted persons at my function to leave at once, and should they fail to do so, I will call the City Police Department at 382-3132 and request assistance.
- 5. Understand and agree that if staff from the City Manager's Office, City Clerk's office, or Police Department observes inappropriate activities, that they have the authority to remove me and my party from the premises and lock the building. Building Supervisor has the final discretion of continuation of event considering the following: (a) Conduct and demeanor of event participants; (b) Safety of supervisor and event participants, and (c) Probability that City property may be damaged or abused.
- 6. Required to have responsible supervisor/security on site at the Center for the entire function.
- 7. SECURITY: ALL DANCE PARTIES MUST HAVE SECURITY: Security is required for all Dance Parties: Arrangements should be made by renters to obtain security through appropriate Licensed, Bonded Security Agencies or by the retention of any off duty Local Law Enforcement Officer, with the permission of their supervisor provided the same is POST Certified Peace Officer. Fees are payable to security personnel as set forth by security agreement between renters and said party.
- 8. Agree that children must be monitored and accompanied by an adult at all times.

- 9. Will not allow any person attending the function to possess any firearm, knife, or other weapon while present on the Center's property during my function.
- 10. Smoking or drinking alcoholic beverages or any illegal substance is prohibited on the premises.

FEES -DEPOSIT

- Agree to pay for the use of the Center as stated: \$300 deposit, \$75/hour or \$750/whole day 12noon to 12midnight
- 12. Agree that if I am charging fees at my event, I must include a business license along with rental application. Business licenses can be obtained at City Hall tax office.
- 13. Agree to sponsor my event for only the hours reserved as per my contract. Any additional hours must be paid for. My contract must include hours for set up, break-down and clean up time.
- 14. Agree that the contractual **balance shall be paid in full 30 days in advance** of the event date. If at time of scheduling the event, the date is within 30 days of contract, payment in full is due upon signing of contract.
- 15. Agree that if I no longer need to rent the building, I will cancel my reservation with the center 1 month in advance. Failure to make notification of cancellation in advance of the agreed time frame will result in a \$100.00 fee.
- 16. Agree that my deposit can and may be withheld if anyone who interacts, participates, or is involved in my event violates any rules within this contract. I understand that this rule will strongly be enforced if such action where fighting, smoking in non-smoking areas, and potential indications of drinking alcoholic beverages are involved.
- 17. Agree that my event must be completed and over by 12 midnight.
- 18. If for any reason the function is postponed due to an act of God, fire, power outage, etc. I will make other arrangements for my function on my own. I fully understand that this could happen due to unexpected electrical and plumbing problems, fire, natural disaster, emergency meetings of public safety officials, overbooking, etc. In the event that I am asked to postpone, I understand my rental fee will be refunded in full.

THE BUILDING/ASSEMBLY ROOM

- 19. Agree that the Renter party is responsible for all setup, take down, and clean up.
- 20. Agree that the facility will be left in the same condition as it was found. This includes sweeping and mopping, Failure to do so will result in forfeiture of the \$300.00 deposit and exclusion of future rental of the center.

- 21. Agree that nothing will be affixed to the walls or floors with tape, glow sticks, glue, nails, pins, or anything that will damage the walls or floors.
- 22. **If kitchen facilities are rented or used**, I agree that the kitchen will be cleaned, swept, mopped, and in order. I understand that the City of Tifton or the Leroy Rogers Center does not supply pans, utensils, coffeepots, etc. Kitchen rental only includes the utilization of the kitchen. The rental party is responsible for any kitchen necessities. If the kitchen is not cleaned, a \$100 cleaning fee will be charged to the renter. Remember if the stove is used, a \$60 charge will be added.
- 23. Agree and acknowledge that falsification of application shall result in cancellation of event and forfeiture of all fees, deposits and full obligation to on site City of Tifton Building supervisor.
- 24. I understand that if I or participants at my event are involved in violations of any of these rules, The City of Tifton has the discretion of not renting the building to me ag

Failure to follow any of the above will forfeit your deposit fee and further rental of the facility.

We ask your help in keeping our **Senior Citizen** building in good condition. We thank you for your consideration and patronage of using our facility.

Signature of Person Renting Facility and agreeing to terms:						
Date:	Phone Number:					

Waiver of Liability, Assumption of Risk, and Indemnity Agreement

Waiver: In consideration of permission to use, today and on all future dates, the property, facilities, staff, equipment and services of the Leroy Rogers Senior Center, I, for myself, my heirs, personal representatives or assigns, do hereby release, waive, discharge, and covenant not to sue The City of Tifton, its directors, officers, employees, and agents from liability from any and all claims including the negligence of employees, officers, directors and volunteers resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, participation in activities, classes, observation, and use of facilities, premises, or equipment.

Assumption of Risks: This use of the Leroy Rogers Senior Center property, facilities, staff, equipment, and/or services carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The City of Tifton and the Leroy Rogers Senior Center have facilities for and provides for activities such as social events, community outreach, clinics, classes, camps, and day care. Some of these involve situations, environments, or activities that may lead to illness, physical injuries, and psychological stress or damage.

The specific risks vary from one activity to another, but the risks range from 1) minor injuries such as scratches, bruises, sprains, and embarrassment 2) major injuries such as joint or back injuries, heart attacks, head injuries, and psychological trauma 3) catastrophic injuries including paralysis and death.

I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in the activities made possible by the City of Tifton and the Leroy Rogers Senior Center. I hereby assert that my participation is voluntary and that I knowingly assume all such risks.

Indemnification and Hold Harmless: I also agree to INDEMNIFY AND HOLD the City of Tifton and the Leroy Rogers Senior Center HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees, brought as a result of my involvement in activities or the use of the facilities at the Leroy Rogers Senior Center and to reimburse it and the City of Tifton for any such expenses incurred.

Severability: The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the State of Georgia and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Acknowledgment of Understanding: I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing the agreement freely and voluntarily, and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.