

BOYS & GIRLS CLUBS OF CENTRAL GEORGIA FACILITY USE AND RENTAL AGREEMENT

BUCK MELTON CENTER

Buck Melton Center
150 Session Drive, Macon, GA 31201
478-743-4153



Name/ Organization:		
Email:	Phone Number:	
Address:		
City:	State:	Zip:
Event Date : _____	Start Time:	End Time:
Set Up Date (DAY BEFORE) : _____	Start Time:	End Time:
Break Down Date (DAY AFTER): _____	Start Time:	End Time:
Type of Event:	Event Coordinator (If needed):	
Estimated number of People: _____		
Available Buck Melton Center Rooms:		
CGTC Room A (40-person Capacity)	Gym & Kitchen (375-person capacity)	Package GCTC Training Room/ Gym/Auditorium/Kitchen

OFFICAL USE ONLY: Total Due: _____

Deposit/ Reservation Fee Date:		Deposit/ Reservation Fee Amount:		
Method of Payment:	Check		Credit Card	
Receipt #		Accepted By:		
Date Paid		Payment Amount:		
Method of Payment:	Check		Credit Card	
Receipt #		Accepted By:		
Date Paid		Payment Amount:		
Method of Payment:	Check		Credit Card	
Receipt #		Accepted By:		

Return Agreement to pbryant@bgccg.org

Additional Event Day(s)			
	Date	Start Time	End Time
Additional Event Day(s):			
Additional Event Day(s):			
*Event Date time is the entire time you will need access to the building.			

Additional Set-up and Break Down Day(s)			
	Date	Start Time	End Time
Additional Set-Up:			
Additional Break Down:			

*Licensee shall not have access to the rented facility at any time other than during the hours requested above.
Payment is required for all hours used.

Are you charging an entrance fee? If YES, 2% tax is required. Payments should be made payable to Boys & Girls Clubs of Central Georgia.	YES	NO
Is this event private or open to the public?	PRIVATE	PUBLIC
Are you serving alcohol? If YES, 1) Alcohol Addendum must be completed and approved, 2) Insurance must be provided with certificate naming the Boys & Girls Clubs of Central Georgia as additional insured, 3) For security reasons, any function serving alcohol must have security officers on duty during the event. The number of officers required is based on the number of guests attending the event.	YES	NO
Are you using an amplified DJ or Band? If YES, please be aware that the Buck Melton Center cannot support excessive wattage. Please contact the Buck Melton Center Manager for more information.	YES	NO

RENTAL FEES

Buck Melton Center Rental				
	FEE	TOTAL HR	0.0% TAX	TOTAL DUE
Gymnasium Rental	\$150.00 per hour	-		
Kitchen Rental	\$50.00 per hour			
Central Georgia Tech Training Room Rental Fee	\$50.00 per hour			
Package Rental includes use of property grounds	\$250.00 per hour			
Miscellaneous Fees				
Reservation/Damage Deposit	\$250.00	-		
Event Overtime Fee (deducted from deposit)	\$100.00 per 1/2 hour			
Manager/Staff On-Duty Fee (Required for all after hour rentals)	\$25.00 per hour			
Alcohol Events Only				
Alcohol Addendum (Non-refundable)	\$200.00	-		
Security Guard (minimum 3 hours per security guard)	\$40.00 per hour			
Event Set-Up and Breakdown				
Request to set-up day before event (3 hour limit)	\$150.00	-	-	
Request to breakdown day after event (3 hour limit)	\$150.00			
Optional - BGCG set-up and breakdown of tables/chairs	\$150.00 flat rate			
		-	-	
			-	
Insurance (See Events Including Alcohol Information) All policies purchased must meet the city requirements.				
TOTAL DUE: _____				

- Additional hours must be approved in advance. No changes can be made 7 days prior to the event.
- An Administration fee will be added to any additional adjustments to the original contract.
- The reservation / damage fee is **REFUNDABLE** and is due the DAY THE FACILITY IS BOOKED. The balance will be due no later than two (2) weeks prior to the event.
- The reservation / damage deposit is **REFUNDABLE** after the event, provided there is no damage to the facility or its contents. If the event is canceled before the rental date, or on the day of the event, the deposit is **NON-REFUNDABLE**. Deposit refund checks may take up to 10 business days to be issued.
- All rental fees must be paid 14 days prior to the date of the function. Failure to pay fees a minimum of 14 days in advance will result in cancellation of the rental agreement.
- **All functions must shut down one (1) hour prior to the end time for cleaning, removing food, decorations, and equipment/ furniture belonging to the renter. This includes shutting down music and stop serving alcohol at 11PM Friday & Saturday and 10PM on Thursday & Sunday. All guests must be out of the building before 12AM. The Boys & Girls Clubs of Central Georgia will not be responsible for any items left in the facility following the conclusion of the reserved event.**

Please Initial:

ALCOHOL

- NO person(s) or group renting this facility will be permitted to SELL ALCOHOLIC BEVERAGES to the public unless the seller is Licensed and Bonded by the State of Georgia.
- No alcohol can be on property unless an Alcohol Addendum has been signed and approved by the City Manager before the event.
- NO ONE UNDER THE AGE OF 21 WILL BE ALLOWED TO CONSUME ALCOHOL IN A BGCCG FACILITY (No Exceptions).
- IF ANY TYPE OF ALCOHOL IS PRESENT ON THE PREMISES OF THE FACILITY, YOU ARE REQUIRED TO HAVE SECURITY PRESENT.

Please Initial:

SECURITY GUARDS & CHAPERONES

For security reasons, any function serving alcohol must have a security officer on duty during the event. The number of officers required is based on the number of guests attending the event.

0-199	Must have 1 officer	200-299	Must have 2 officers	300-399	Must have 3 officers
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- All youth groups must have TWO (2) SECURITY GUARDS IN ADDITION TO ONE (1) CHAPERONE FOR EVERY 50 CHILDREN/ PEOPLE.
- The Cost for each security guard is \$40.00/ hr. There is a minimum of four (3) hours per security guard. The Boys & Girls Clubs of Central Georgia (BGCCG) will book the security guards through an approved security vendor. The BGCCG reserves the right to require ADDITIONAL SECURITY AT ITS DISCRETION.
- There will always be a BGCCG employee present when the facility is reserved or occupied. This employee will be there to open and close the facility and will be the point of contact for any maintenance concerns inside the building (HVAC, Plumbing, & Electrical). THIS BGCCG EMPLOYEE WILL NOT ACT AS A CHAPERONE OR SECURITY GUARD FOR ANY GROUP.

Please Initial:

TABLES AND CHAIRS AVAILABLE

6ft Rectangular Table : 20	5 ft. Round Table : 30	Straight Chairs : 360
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DECORATING

Decorating and breakdown must be done during the time period you have reserved this facility. (If you wish to decorate the day before or breakdown the day after the event, a fee of \$150.00 will be charged.

- Materials such as tacks, nails, staples, glue, etc. may not be used to attach decoration to walls or tables. NO TAPE ON WALLS.
- Use of dry rice, birdseed, loose glitter, and confetti is prohibited inside and outside facilities.
- Damage to walls will result in loss of deposit and possible additional fees and charges.
- Under no circumstances are tables, chairs or any equipment/ furniture to be removed from this facility.
- No spray glue, spray glitter, spray paint or any type of aerosol adhesive will be allowed in the facility.
- NO OPEN FLAMES MAY BE USED ON PROPERTY.
- No Scissor lifts allowed inside the building. For specific requests, please contact the Boys & Girls Clubs of Central Georgia .
- Changing the appearance of this building other than normal decorating is NOT PERMITTED.

Please Initial:

INSURANCE

- Insurance is required for all events that involve alcohol.
- Insurance policies may be secured through the Gather Guard Program (<https://app.gatherguard.com/?v=0501-714>). You will be asked several questions to determine the coverage needed for your event. You will receive a quote and pay through the website listed above. ***Requirements for policies purchased through the Gather Guard Program differ from policies purchased through other agencies.**
- Policies purchased through **other agencies** must meet the requirement of \$1,000,000 liability with the Boys & Girls Clubs of Central Georgia listed as additional insured. Please note: If you are **selling** alcohol at your event you will need to secure the additional liquor liability coverage (i.e. bartender or caterer). If you are **providing** alcohol during your event at no charge, you qualify for Host Liquor coverage and do not need the additional liquor liability coverage (most weddings, birthdays etc.). If you have a question about what type of insurance you will need to purchase, please contact the Boys & Girls Clubs of Central Georgia's administrative office.

Please Initial:

RENTAL PROCEDURES

- Any food remaining from the event must be removed from the facility. If any food is left, it will be disposed of immediately after the event unless the day after has been pre-scheduled.
- All functions must shut down one (1) hour prior to the end time for cleaning, removing food, decorations, and equipment/ furniture belonging to the renter. This includes shutting down music and stop serving alcohol at 11PM Friday & Saturday and 10PM on Thursday & Sunday. All guests must be out of the building before 12AM. The Boys & Girls Clubs of Central Georgia will not be responsible for any items left in the facility following the conclusion of the reserved event.
- The facility must be left in the same condition as prior to arrival.
- No animals other than service dogs are allowed in the facility.
- There will be a \$50 fee for any returned check(s).
- Maintaining order and control over all persons or guests in the group and requiring them to abide by all the policies and procedures of this facility during the reserved period of time is the renter's responsibility.

Please Initial:

FAILURE TO COMPLY WITH THESE REGULATIONS MAY RESULT IN THE LOSS OF ALL OR PORTIONS OF THE DEPOSIT TO COVER APPLICABLE FEES.

Please Initial:

DAMAGE DEPOSIT

- Renters are responsible for the cost and repairs or replacement of any Buck Melton Center (BMC) Property (I.e. building, grounds, contents, or equipment) which is damaged or destroyed by the renter or anyone attending the function during an event covered by the renter contract. The cost of such repair or replacement by the BMC will be deducted from the deposit. Any remaining cost not covered by the deposit will be paid in full by the renter up to the amount of the insurance policy deductible. Any damage to any property of the BMC must be reported to the BMC Staff immediately.
- Deposit will be refunded in full, provided no damage occurs and reservation does not go after hours, two (2) weeks after the event.

Please Initial:

Important notice:

THE ENTIRE FACILITY IS TOBACCO FREE, INCLUDING NO ELECTRONIC SMOKING DEVICES. THERE WILL BE NO EXCEPTIONS. IF THIS POLICY IS NOT ENFORCED WITH YOUR GUESTS, YOU WILL FORFEIT YOUR DEPOSIT.

1. **Acceptance of Site.** Renter represents and warrants that it has inspected or caused to be inspected the Site and Parking Lots including all facilities, utilities and improvements thereon, and that they are acceptable "as is" and appropriate for the Event. In the Event of the material change in the condition of the Site or Parking Lots adversely affecting the Renter's ability to produce the Event, Renter's sole remedy shall be to Terminate this Agreement and receive a refund of the use fee, if paid.
2. **REPAIRS, MAINTENANCE AND CLEAN-UP.** The Renter shall at its expense keep and maintain in good repair the Site and Parking Lots during the Term. Leasor shall provide for the prompt, daily off-site removal and proper disposal of all human and animal waste generated during the Term. Special care shall be taken to ensure that no run-off or discharge of human or animal waste material occurs to any adjoining land or water body. During takedown, Renter shall at its expense pickup and remove all trash, debris and similar material from the Site and Parking Lots and return the same to a neat clean appearance, failing which the Boys & Girls Clubs of Central Georgia (BGCCG) or its designee may pick up and remove all trash, debris and similar material at Renter's expense. Renter agrees to repair, replace or compensate the BGCCG for any damage sustained to BBGCCG property during the Term, as determined by the BGCCG in its sole discretion.
3. **CONDITIONS AND OF SITE.** Renter shall neither commit nor permit waste of the Site or Parking Lots. At the Termination of this Agreement by lapse of time or otherwise, Renter shall vacate and return the Site and Parking Lots to the Boys & Girls Clubs of Central Georgia (BGCCG) in the same or better condition as received, failing which the BGCCG or its designee may take any necessary steps to return the Site and Parking Lots to the same or better condition as they were received by Renter, at Renter's expense.
4. **COMPLIANCE WITH LAWS.**
 - a. Renter shall comply and cause its employees, agents and subcontractors to comply with all laws, ordinances and regulations applicable to the occupation use or maintenance of the Site and Parking Lots and shall promptly comply and cause the same to comply with all governmental orders and directives for the correction, prevention and abatement of nuisances in or upon or associated with the Site and Parking Lots.
 - b. All events which are accessible to the public, either as an open event or by the purchase of a ticket, are subject to the requirements of the Americans with Disabilities Act as those requirements may apply to the event. Event holders and vendors are required to familiarize themselves with and comply with ADA requirements applicable to the venue and event.

5. **INDEMNIFICATION.** To the maximum extent permitted by Georgia law, Renter shall indemnify and hold harmless the Boys & Girls Clubs of Central Georgia (BGCCG) and its officers and employees from any and all liabilities, claims, damages, penalties, demands, judgments, actions, proceedings, losses or costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, whether resulting from any claimed breach of this Agreement by Renter or from personal injury, property damage, direct or consequential damages, or economic loss, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Renter or anyone employed or utilized by the Renter in the performance of this Agreement. Renter's obligation to indemnify and hold harmless under this Section will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the BGCCG of an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.
6. **ATTORNEY'S FEES.** In the event either party brings action to enforce the terms of this Agreement or to seek damages for its breach or arising out of any dispute concerning the terms and conditions hereby created, the prevailing party shall be entitled to an award of its reasonable attorney fees, costs, and expenses, incurred therein, including such costs and fees as may be required on appeal. In the event that the parties mediate the dispute, the fees of the mediator shall be shared equally by the parties.
7. **FORCE MAJEURE.** No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") reasonable control, including, without limitation, the following force majeure events ("Force Majeure Events"): **(a)** acts of God; **(b)** flood, fire, earthquake, other potential disasters or catastrophes such as epidemics, pandemics or public health emergencies, or explosion; **(c)** war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; **(d)** government order or law; **(e)** actions, embargoes, or blockades in effect on or after the date of this Agreement; **(f)** action by any governmental authority; **(g)** national or regional emergency; **(h)** strikes, labor stoppages or slowdowns, or other industrial disturbances; **(i)** shortage of adequate power or transportation facilities; and **(j)** other similar events beyond the reasonable control of the Impacted Party.

Upon the occurrence of a Force Majeure Event, Boys & Girls Clubs of Central Georgia may cancel this Agreement and prohibit use of its facilities upon twenty-four (24) hours written notice

8. **REMEDIES.** Failure to cure a breach material Term hereunder within four (4) hours of Renter's receipt of written notice thereof shall entitle the Boys & Girls Clubs of Central Georgia to Terminate this Agreement. All rights and remedies conferred upon the parties in this Agreement shall be cumulative and in addition to those available under the laws of the State of Georgia.
9. **ASSIGNMENT.** This agreement is not assignable.
10. **SEVERABILITY.** In the Event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any provision hereof.
11. **MODIFICATIONS.** No modifications, amendment, or alteration in the Terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Boys & Girls Clubs of Central Georgia and Renter.

12. **WAIVER.** Failure by the Boys & Girls Clubs of Central Georgia (BGCCG) to enforce any provision of this Agreement shall not be deemed a waiver of the provision or modification of this Agreement. A waiver by BGCCG of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the Terms of this Agreement.

13. **FREE SPEECH.** Renter understands and acknowledges that this contract does not grant Renter the right to restrict free speech activity in BGCCG facilities. Buck Melton Center is legally considered a private facility, made available to the public for free speech purposes subject only to reasonable time, place, and manner restrictions. If Renter's use of the Site is free and open to the public, it may not limit free speech activity. If Renter's use of the Site is private, barricaded, and limits public access, there may be more ability to control free speech activities inside the event. If Renter has questions about its ability to restrict free speech activities, it is encouraged to seek legal advice.

14. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the parties, whether oral or written, and there are no representations, warranties, covenants or other agreements among them.

15. **SPECIAL PROVISION:**

Are you charging an entrance fee? **YES** **NO**

Is this event open to the public? **YES** **NO**

Are you serving alcohol? **YES** **NO**

If **YES**, 1) Alcohol Addendum must be completed and approved, 2) Insurance must be provided with certificate naming the Boys & Girls Clubs of Central Georgia as additional insured, 3) For security reasons, any function serving alcohol must have security officers on duty during the event. The number of officers required is based on the number of guests attending the event.

Are you using an amplified DJ or Band? **YES** **NO**

If **YES**, please be aware that the Buck Melton Center cannot support excessive wattage. Please contact the Buck Melton Center Manager for more information.

NOTE: FAILURE TO COMPLY WITH THESE REGULATIONS MAY RESULT IN THE LOSS OF ALL OR PORTIONS OF THE RESERVATION / DAMAGE DEPOSIT TO COVER APPLICABLE FEES.

Boys & Girls Clubs of Central Georgia (Lessor):

Signature (BGCCG CEO)

Date

Renter:

Signature (Authorized Agent)

Date