

# Doerun Community Center Lease Agreement

This Agreement (also referred to as "Lease") is made between the City of Doerun, Georgia "City") and \_\_\_\_\_ ("Lessee");

## **1. Leased Premises**

City agrees to allow the Lessee the use of the Community Center building and the real property on which it sits (collectively, the "Premises") for the purpose of:

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## **2. Rental Fee**

The fee for Lease of the Premises is one-hundred and fifty dollars (150.00) per day. For the purposes of this Lease, each "day" shall be from 7:00 A.M. to 11 :59 P.M. or Seventy-five dollars for a half day (75.00) Maximum of 4 hours

## **3. Security Deposit**

The Lessee shall deliver hundred and fifty Dollars (\$150.00) as security for fulfillment of the conditions of this Lease. The Security Deposit will be returned within ten (10) days of the expiration of the term of the rental if the following conditions are met:

- a. The Lessee has faithfully paid all amounts due under this agreement and has fully performed all of its obligations hereunder; and
- b. The Premises is not damaged and is left in its original condition.

Satisfaction of the above conditions shall be determined by the Lessor or its designee. The City may apply the Security Deposit to satisfy all, or part of any damages caused during the rental, and such act shall not prevent Lessor from claiming damages more than the Security Deposit.

Prior to turning the premises over to the Lessee, the City shall meet with the Lessee and inspect the property. If there are any pre-existing damages to the Premises, then a list of those pre-existing damages must be prepared and signed off on. by both parties prior to the commencement of the term of this Lease.

**Term** - The term of this rental shall be from \_\_\_\_\_, \_\_\_\_ 20 \_\_\_\_ to \_\_\_\_\_, \_\_\_\_ 20 \_\_\_\_.

If the premises are rented for multiple days, the Lessee and all other parties must vacate the premises at 11 :59 p.m. on each night of the rental term and may return at 7:00 a.m. the following day.

It is not necessary to clean the premises each day of the rental period, only prior to the expiration of the term of the Lease.

#### **4. Execution and Payment**

Both parties must execute this agreement at least ten

(10) days prior to the date of the commencement of the term set forth in section four above

The total rent set forth in section two, along with the security deposit set forth in section three, above, payment must be at the time of execution. The total amount paid, including the total rent portion and the security deposit, shall be nonrefundable if the reservation is cancelled less than ten (10) days prior to date of the rental set forth in section four. above.

#### **5. Keys**

No keys will be issued to Lessee. The city will make arrangements with a staff member for the building to be unlocked prior to the lessee engagement.

#### **6. Use of Premises**

The premises may be used for the purpose set forth in section one The Lessee and all guests must diligently observe all applicable laws, ordinances, rules, and orders of government authorities in connection with the use of the premises and the sidewalks and public areas connected thereto.

#### **7. Number of Occupants**

the Lessee agrees that the Premises shall be occupied by no more than 50 people.

#### **8. Cleaning**

Before the end of the term of this Lease, the Lessee must clean and restore the Premises to the condition in which it existed prior to the commencement of the term of this Lease set forth in section two (2) above.

***The cleaning duties and responsibilities of the Lessee include, but are not limited to, the following:***

See. "Doerun Community Center Cleaning Policy"

Lessee's failure to comply with the duties and responsibilities set forth in this section may result in forfeiture of the security deposit to the City or other penalties as set forth elsewhere herein.

#### **9. Doerun Community Building Rules and Regulations**

Lessee hereby agrees to meet with a representative of the City at least one (1) week prior to the commencement of the term of this Lease to review the rules and regulations and to make arrangements for center to be unlocked at time of event.

Failure to comply with any of these rules and regulations will result in a default and entitle City to remedies described in this Lease Agreement. Lessee hereby states that he or she is familiar

with the following Rules and Regulations and further agrees to abide by the following rules and regulations during the term of this Lease:

- a. If alcohol is consumed during the term of this Lease on the Premises, then the City must approve of such consumption and all requirements set forth in section 11 and elsewhere herein must be met.
- b. Smoking and vaping are expressly prohibited in the Community Building or in any non-designated areas. Please use the designated smoking areas located outside the Community Building. Ashtrays must be used, and cigarette butts must not be discarded on the Premises.
- c. Illegal drugs **are not allowed** in or around the Premises.
- d. Tables and chairs are set in place by the city and must not be removed from the building.
- e. The use of tacks, staples, or nails on the walls, woodwork tables, or on any other part of the Premises is prohibited. Any adhesive hangers or residue therefrom must be entirely removed before the end of the term of this Lease.
- f. Air-Conditioning will be set to 76 degrees and heat to 65 degrees unless otherwise requested by Lessee and agreed to by the Lessor.
- g. The city will not be responsible for signing for delivered items or receiving any items that are delivered. The Lessee must make prior arrangements to meet and direct all deliveries.
- h. The city will supply trash-bags for cleanup. All trash must be placed in trash bags and then placed in trash receptacles outside the Community Building.**
- i. Turn off all lights when locking the Community Building.
- j. No goods or materials of any kind or description which are combustible or would increase fire risk shall be taken or placed on the Premises. Storage of such items shall be at Lessee's risk, and Lessor shall not be responsible for any loss or damage.

## **10. Alcohol**

The Lessee acknowledges, understands, and agrees that Lessee shall be liable and responsible for any damages or losses caused by the use of alcohol by any individual who uses the Premises during the term of this Lease.

Prior approval by the City must be obtained if alcohol beverages will be served or consumed on the Premises during the term of this Lease. If the City approves of such alcohol consumption, the Lessee must hire and pay a POST certified police officer to oversee the event and the Premises for the entirety of the term of this Lease. Officer pay for overseeing the event shall not be less than \$15.00 per hour and must be paid in advance, before the start of the term of this Lease, by the Lessee.

## **11. Rights of Access**

The City shall have the right of access to the Premises at any time for inspection and maintenance. In case of emergency, officers or representatives of the city or others on behalf of the city may enter at any time to protect life and prevent damage to the Premises.

## **12. Indemnification**

Lessee will indemnify and hold the City harmless from and against all liability, damages, penalties, causes of action, claims, cost and expenses, including but not limited to all liability, claims, or causes of action related to property damage or personal injury, imposed upon, incurred by or asserted against either Lessor or Lessee by reason of the Lessee or any of its employees, agents, contractors, guests or invitees. This indemnification shall extend to any liability arising from Lessee's failure to comply with any obligations hereunder or any repairs, maintenance of or changes to the Premises made by, through or under the Lessee.

Lessee will indemnify and hold the City harmless from and against all liability, damages, penalties, causes of action, claims, costs and expenses resulting from or in any way related to a failure by either Lessee to comply with any requirements imposed by any governmental authority.

Lessee acknowledges, understands, and agrees that any liability insurance coverage of the Premises shall not extend to the Lessee or its employees, agents, contractors, guests, invitees, or other occupants.

## **13. Default and Remedies**

If Lessee defaults in the performance of any obligation hereunder, then the City shall have the right immediately (a) to terminate this agreement and to refuse to deliver the keys; or (b) to terminate this agreement and to obtain possession of the Premises; or (c) without terminating this agreement, to terminate Lessee's right of possession, and to retake possession of the Premises, with Lessee remaining liable for all other amounts to be paid hereunder. In the event of any such default, the City shall also have the right to apply all or any portion of the Security Deposit to remedy such default or to pay for expenses incurred as a result of such default, and such act shall not prevent the City from claiming damage in excess of the Security Deposit. Lessee shall be liable for reasonable attorneys' fees incurred by the City in connection with any action hereunder.

## **14. Repairs**

Lessee acknowledges that it has inspected the Premises and accepts the condition of the Premises as-is. Lessee may not remodel or structurally change the Premises or remove any fixture therefrom. If any damage is caused by Lessee, or its employees, agents, contractors, guests, invitees, or other occupants, Lessee agrees to promptly pay Lessor the cost of repair.

**15. Property Loss**

The City shall not be liable for damage to Lessee's property or other occupant's property of any type for any reason or cause whatsoever, except where such damage is due to the gross negligence of the city or its employees, officers or agents.

**16. Holdover**

Lessee shall deliver possession of the Premises in good order and repair to the City immediately upon termination or expiration of this agreement. In the event that Lessee remains in possession of the Premises after the termination or expiration of this Lease, then Lessee shall incur additional rent at the rate of two-hundred and fifty dollars (\$250.00) per day.

**17. No Waiver**

The failure of the City to insist in any one or more cases upon strict performance of any of the terms and conditions of this agreement shall not be construed as a waiver or a relinquishment for the future of any such term or condition of this agreement.

**18. Entire Agreement**

This agreement constitutes the entire agreement between the parties and supersedes any prior oral or written agreements. This agreement may be modified only by written agreement of the parties.

**19. Severability**

If any part of this Lease Agreement for any reason is declared invalid, such decision shall not affect the validity of any remaining portion, which remaining portion shall remain in full force and effect.

**IN WITNESS WHEREOF**, the City of Doerun and Lessee have executed this Lease under seal, in person or by a person duly authorized, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

LESSEE: \_\_\_\_\_  
(PRINT NAME)

\_\_\_\_\_  
(Signature)

THE CITY OF DOERUN, GEORGIA

By: \_\_\_\_\_

**Payment Information**

Application Date: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone # \_\_\_\_\_ Alt Phone # \_\_\_\_\_

Deposit Paid \_\_\_\_\_ Cash Check Credit Card Date: \_\_\_\_\_

Balance Paid \_\_\_\_\_ Cash Check Credit Card Date: \_\_\_\_\_

Deposit Returned Date: \_\_\_\_\_ Check Number:

\_\_\_\_\_

**Inspectors Notes:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Inspector's Initials: \_\_\_\_\_

## Doerun Community Center Cleaning Policy

### ➤ Lessee Restrictions

# 1) NOTHING IS TO BE PUT ON THE WALLS

- 2) Functions where tickets are sold to the public for admission ***are not permitted*** in the Doerun Community Center.
- 3) All decorations used in the facility are to be removed immediately following the event.
- 4) All facilitates (kitchen, restrooms, and other areas) must be clean of debris and properly cleaned. Should debris be found during the inspection, m the facility is left uncleaned, the security deposit may be retained.
- 5) Chairs must be stacked against the wall and tables left up.
- 6) **You must Sweep all Floor and Mop**
- 7) All activities must end, and building secured by 11 :59 a.m.

### ➤ Kitchen Policies

- 1) The lessee is responsible for returning the kitchen to its condition prior to the event. **Food is not to be left on counter, in the refrigerator, or microwave.** Coffee maker should be cleaned with pot rinsed out and left emptied. The burner should be tum off. All counter tops should be wiped down.
- 2) Grease and food are to be disposed of properly. Grease is not to be poured down the sinks.
- 3) Cooking utensils are not furnished.
- Bathrooms
  - 1) Bathrooms must be cleaned
  - 2) Wipe sinks
  - 3) **Pick up all trash**
  - 4) **Empty all trash cans**

All Trash must be taken to city dumpster behind building.

All of the above actions must be done in order for the "lessee" to receive the full amount of the security deposit back.

I, \_\_\_\_\_, have read and understand the Doerun Community Center Cleaning Policy and I agree to abide by these rules.

**ADDENDUM TO  
DOERUN COMMUNITY CENTER LEASE AGREEMENT**

The novel corona virus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to be spread mainly from person-to-person contact. As a result, federal, state and local governments and health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people. The City of Doerun has taken preventative measures to reduce the spread of COVID-19; however, the city cannot guarantee that the Lessee or any employees, guests, invitees, agents or independent contractors of the Lessee will not become infected with COVID-19.

By signing this addendum to the lease agreement, the Lessee acknowledges the contagious nature of COVID-19 and voluntarily assumes the risk that any individuals who are present on the leased premises (Doerun Community Center Building and Property) may be exposed to or infected by COVID-19 and that such exposure or infection may result in personal injury, illness, permanent disability, and death.

By signing this addendum, the Lessee voluntarily agrees to assume all of the foregoing risks and accepts sole responsibility for any injury to any other individuals who are infected with COVID-19 because of their presence in and on the leased premises during the term of the Lease. This shall include all associates, contractors, family members, guests, invitees, and all others present during the time that the Lessee has possession and control of the leased premises pursuant to this Lease.

The undersigned Lessee does hereby release, covenant not to sue, discharge and hold harmless the City of Doerun, its employees, agents and representatives, of and from any and all claims and liabilities, including those for injury, damages, sustained by any person, including the Lessee, related to COVID-19, alleged to be connected in any way to attendance of an event or other presence on the leased premises at the time that the Lessee shall have possession and control of the premises pursuant to this Lease.

***By signing below, I acknowledge and represent that I have read the foregoing Addendum, and understand the provisions thereof related to waiver and release of liability. I sign same voluntarily as an act of my own free will having been sufficiently informed about the risks related to COVID-19.***