

**City of Hoschton
Rental and Use of the Hoschton Depot Facility**

Rental Application

Completed by Renter:

Today's Date: _____

Renter's Name (Print): _____

Renter's Address: _____

Renter's Phone: _____

Date and Time of Event: _____

***Your time includes set up and take down. You cannot come in earlier than the time chosen to set up.**

Description of Event: _____

Alcohol to be served? Yes* ___ No ___

(* Requires off-duty Police Officer)

By Signing, the Renter acknowledges that a copy of the Depot Rental Regulations & Fees was provided

Signature of Renter: _____

Completed by City:

Amount of Security Received: _____

Amount of Rental Fee Received: _____

Off-Duty Police Officer Paid? Yes ___ No ___ N/A ___

Post Event Inspection by: _____

Date & Amount Security Deposit Refunded: _____

(Copy to Renter and City retains the original)

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Depot Rental Regulations & Fees

The Hoschton Depot is available for public and private special uses; however, the City retains the right to exercise discretion in approving rental proposals that may be incompatible with the historical character of the facility or in the best interest of the City.

You are required to notify the City of Hoschton in the event of an emergency or any kind of incident at the depot. This is particularly important if an injury is involved, so we can download and save the video from that event.

Terms and Conditions

1. **Description of Property.** Rental of the facility is limited to the building, its furnishings, adjoining outside deck and adjacent parking lot. The adjoining public park is not included in the rental of the facility unless advanced, special arrangements are made with the City.
2. **Hours of Use.** Events are limited to hours between 7:00 A.M to 12:00 P.M. Midnight.
2. **Facility Contents.** All facility furnishings, decorations and other items are the property of the City and shall not be removed without written authorization of the City Clerk.
3. **Facility Rental Rates.**

DEPOSIT \$150	WEEKDAY		WEEKEND	
	MONDAY- THURSDAY		FRIDAY - SUNDAY	
	5 HOURS OR LESS	ALL DAY	5 HOURS OR LESS	ALL DAY
CITY RESIDENTS, CURRENT CITY LICENSED BUSINESSES	\$100.00	\$150.00	\$125.00	\$200.00
RESIDENTS & BUSINESSES OUTSIDE THE CITY LIMITS	\$150.00	\$250.00	\$175.00	\$300.00
NON PROFIT OR CHARITABLE ORGANIZATIONS WITH 501- C3, HOA'S, CITY COUNCIL, STAFF & COMMISSIONS	\$65.00	\$100.00	\$90.00	\$150.00

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4. **Payment.** Full payment must be made before the rental day.
5. **Security Deposit.** A Deposit of \$150.00 is required for the use of the facility. Deposits must be received at the time the reservation is made. If the City determines that the security deposit will not be refunded, the renter will be notified. When all post-rental conditions have been met, the security deposit shall be refunded and mailed to the renter within ten days. Mayor with the consent of the City Clerk may waive security deposit. Multiple events may be scheduled by the renter with a single security deposit; security deposit will not be refunded until after the final scheduled event.
6. **Event Cancellation.** An event cancelled at least 48-hours before the scheduled event will receive full refund of monies paid for event. Cancellations made less than 48-hours prior to a scheduled event will result in the forfeiture of one-half of the rental fee.
7. **Smoking.** Smoking inside of the facility and on the attached decks is prohibited.
8. **Facility Alterations.** No alternations or modifications shall be made to the facility without the written approval of the Mayor and City Clerk, including but not limited to paint, nails, screws, locks, fixtures, tape, glue, or attachments to the walls, ceiling or flooring or any other items on any portion of the facility. Any damages caused by the renter will be repaired by City and the full amount of the deposit will be forfeited. If the security deposit does not cover the repair cost, the renter will be billed for the amount in excess of the security deposit. No person or organization may rent the Depot if they have any outstanding repair balance due.
9. **Advertising.** All advertising, print materials and all other forms of publicity pertaining to the event shall not suggest that the City sanctions, sponsors or is affiliated with the event.
10. **Birdseed and Other Similar Items.** Dispensing of birdseed and other similar items inside the facility is prohibited.
11. **Animals.** Animals are prohibited inside the facility, except for those needed for medical reasons or sight-impaired persons.
12. **Cleaning, Restoration and Repair.** At the end of an event, the Renter shall be responsible to return the facility and all of its contents to the same condition that existed prior to the event, including cleaning, repairing and restoration. This includes removing all trash and event materials, food, etc. from the facility and properly disposing of them. **Note: Any food not removed will result in a minimum \$25.00 charge.**
13. **Parking.** Parking is permitted in designated, paved areas only. Vehicles shall not be driven or parked on grassed areas or the brick walkway adjacent to the depot or in the adjoining park.
14. **Protection of Surfaces.** Placemats, table pads, tablecloths and other similar measures must be used to protect table tops and the surfaces of all furnishings. Only non-drip candles are permitted for use in the facility.

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15. **Sound and Noise.** It shall be unlawful for any person to willfully make, continue, or cause to be made any excessive, unnecessary, or unusually loud noise which disturbs the peace or quiet of any neighborhood or which causes discomfort or annoyance to any reasonable person residing within hearing distance of the facility. Amplified sound must not be audible outside of the facility after 10:00 P.M.
16. **Consumption of Alcohol.** The consumption of alcohol on the premises by event participants of legal age as a part of an approved event is permitted. Events in which alcohol will be served shall require the assignment of an off-duty police officer.
17. **Liability.** Renter assumes full responsibility and liability, and shall compensate the City, for any damages to the facility or theft of or damages to facility furnishings, decorations, fixtures, floor coverings, flooring, window treatments, appliances, equipment and all other property of the City arising from or relating to the event or anyone entering the facility for such event.

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18. **Indemnification.** To the fullest extent permitted by Georgia law, Renter hereby releases the City (its contractors, agents and employees) from liability for, and agrees to indemnify, save harmless and defend the City (its contractors, agents, and employees) from and against, any and all losses, costs, claims or suits (whether relating to property, death or personal injury), damages or expenses arising from or relating to: (i) Renter's failure to fulfill any of its obligations or any condition of this Rental Agreement, (ii) any damages, loss, expense, cost or injury (whether in the nature of personal injury, death, or property) happening in or about the facility to Renter, its agents, contractors, employees or invitees; and (iii) any judgment, lien or other encumbrances filed against the City as a result of Renter's action.

19. **Disclaimer.** The City shall not be responsible for any items of the Renter, its agents, contractors, employees or invitees, and the City will not be liable for any damage to or loss of Renter's, its agents', contractors', employees' or invitees', property of any type for any reason or cause whatsoever.

20. **Compliance.** Renter, its agents, contractors, employees and invitees, must comply with all applicable laws, ordinances and regulations.

21. **Use Agreement.** The **Rental Application** shall govern the rental of the Hoschton Depot Facility for the specified purpose, date and time, persons and facility areas. By signing and paying all required fees, the renter acknowledges reading, understanding and acceptance of all terms and conditions for the use of the facility.