

DEPOT RENTAL AGREEMENT

CITY OFFICE IS OPEN MONDAY – THURSDAY 8:00-6:00. CLOSED FRIDAY!

IF KEY IS NOT PICKED UP BEFORE FRIDAY AND SOMEONE HAS TO MAKE A SPECIAL TRIP TO GIVE OUT THE KEY, AN EXTRA \$20.00 WILL BE CHARGED.

This agreement is for the use of the Depot building and Depot restrooms. None of the other buildings located in the vicinity of the Depot should be used unless other arrangements are made. The City of Climax does not own the other buildings and cannot give permission for the usage of these buildings. There is a deposit required to hold the date in the amount of \$150.00 and rental price is \$300.00 per day. The total amount due for one day rental is \$450.00. Once the keys are turned back in and the building and grounds have been inspected, if all is found in clean and good repair then the deposit will be refunded within ten (10) days of rental.

RULES FOR USAGE OF DEPOT

1. Please make sure all lights are turned off before leaving.
2. **No loud music since Depot is in a residential area. SEE NOISE ORDINANCE ON NEXT PAGE. If police are called because of loud noise, deposit will not be refunded.**
3. NO SMOKING on any City of Climax property.
4. If you use the table and chairs, they must be wiped clean.
5. Please put all table, chairs, etc. back where you found them.
6. All trash must be picked up inside of building and outside and floors cleaned, INCLUDING CONFETTI. If you hung stuff up, it must be removed.
7. You are responsible to make sure that your guests do not leave trash of any kind on the grounds around the building. THIS INCLUDES CIGARETTES! Trash dumpsters are not provided. You must take your trash with you when you leave.
8. PLEASE TAKE NOTE: If you use the building on the day before someone else has rented the building, you are responsible for cleaning up before leaving! Always leave the building as clean as you found it.
9. Please do not tie anything to the ceiling fans in the Depot.
10. The key must be returned after each use (unless you have made other arrangements). We have a drop box in the door at the City Hall and another one located in the drive through.

IF ANY OF THE ABOVE ITEMS ARE NOT DONE, YOU WILL LOSE YOUR DEPOSIT AND MAY BE CHARGED EXTRA.

If you bring in chairs/tables or rent chairs/tables, please make sure that none of the Climax chairs/tables are taken from the building. If Climax chairs/tables or removed from the building you are responsible for those chairs/tables and will have to replace them.

The City of Climax is not responsible for any personal items left in the building.

THE RENTAL TIME ENDS AT MIDNIGHT. PLEASE BE OFF THE GROUNDS BY 12:00am.

Waiver of Liability

In consideration of this agreement, the renter agrees to indemnify and hold harmless the City of Climax, Georgia against any and all claims or compensations associated with any accidents, medical expenses, lawsuits, attorney fees, liability, damages or any other claims arising from the use of the Depot by anyone.

14-101 Disorderly Conduct; Drinking in Public

1. It shall be unlawful for any person to engage in any act in any public place in which in its nature tends to disturb the peace and good order of the City or to provoke a breach of the peace.
2. It shall be unlawful for any person to drink any intoxicating beverage in any public place or at any business house or other private property except by consent of the owner or tenant thereof.
3. Upon conviction for violation of any subsection of this section, a person shall be punished as provided in chapter 1-109.

14-103 Noise Ordinances

1. It shall be unlawful for any person or person(s) to operate or permit to be played, used or operate any radio, recording device, cassette or disc player or any other machine or device for reproducing sound or for recreational purposes creating sound, if the sound or noise generated is audible at a distance of fifty (50) feet from the device producing the sound. If the sound/music is located in or on any of the following venues, unless approved by the Mayor and City Council:
 - a) Any public property, including public streets, highways, buildings, sidewalks, parks or thoroughfares within the City.
 - b) Any private property where the duration of sound continues more than fifteen (15) minutes duration within the City will cease to be operated between the hours of seven (7) p.m. to seven (7) a.m. in any manner as described above.
 - c) Any motor vehicle on a public street, highway or any public space.
2. Any certified Police Officer may arrest an alleged violator of this section when the alleged violator:
 - a) Refuses to provide the officer with such person's name and address and sufficient information as may be reasonably available to the alleged violator.
 - b) Refuses to cease such illegal activity after being issued a citation.
3. Upon conviction for the violation of this section, a person shall be charged as provided in Section 1-109.
(Adopted September 14, 2015)

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YOU MUST BE OFF THE PREMISES BY MIDNIGHT

Waiver of Liability

In consideration of this agreement, the renter agrees to indemnify and hold harmless the City of Climax, Georgia against any and all claims or compensations associated with any accidents, medical expenses, lawsuits, attorney fees, liability, damages or any other claims arising from the use of the Depot by anyone.

I have received a copy of the City of Climax's Ordinances pertaining to drinking in public and noise level, and I agree to follow this rental agreement and these ordinances. Deposit will not be refunded if police are called due to excessive noise.

Name: _____

Date Needed: _____

Address: _____

Phone Number: _____

Email Address: _____

Signature: _____

Date: _____

City Clerk: _____

Date: _____

DUE TO THE OUTBREAK OF
THE CORONOVIRUS, I AGREE
TO FOLLOW ALL THE STATE
OF GEORGIA AND THE CDC
GUIDELINES FOR
GATHERINGS. I ASSUME ALL
RESPONSIBILITIES FOR THE
SAFETY AND WELL BEING OF
ALL OF MY GUEST AND I
UNDERSTAND THAT I
ASSUME ALL LIABILITY FOR
ANY DAMAGES, SICKNESS OR
INJURY DUE TO THIS EVENT.

Name: _____ **Date:** _____