FACILITY RENTAL

<u>General Guidelines – All Facilities</u>

Hours For All Rentable Facilities - 8am to 11pm (Unless Noted)

1. Coweta County Facility Rental is coordinated through two departments: Event Services and Recreation. All forms and all fees are to be turned in to the proper coordinating department. Facilities rentals are coordinated as follows:

EVENT SERVICES DEPARTMENT		RECREATION DEPARTMENT			
 Principal Critical Critical	904 Courthouse and Grounds owell Expo Center oweta County Fairgrounds, onference Center and Horse Arena rown's Mill Battlefield	 Tommy Thompson Senior Center Panther Creek Community Center Senoia Community Center Welcome Community Activity Center Clay-Wood Community Center Dresden Fire Station Community Room 			

- 2. Requests for any facility not listed must be made in writing to the Coweta County Board of Commissioners.
- 3. Coweta County shall have the right to refuse rental/use of the facility to any person or entity if the requested use is determined by the County to adversely affect the safety, health, welfare, moral well-being, peace, order, comfort, or convenience of County inhabitants or of County employees. Coweta County also reserves the right to refuse rental/use of the facility to any person or entity that has, on a previous occasion, failed to comply with any of the terms and/or conditions set forth in these guidelines. All refusals shall be presented to the Coweta County Board of Commissioners.
- 4. Reservations are tentative until the rental agreement is approved by the Event Services Director, Recreation Department Director or designee. All paperwork must be completed and submitted for a reservation request to be considered. Additional paperwork not listed may be required at the discretion of the Event Services Director, the Recreation Department Director or designee or by the Coweta County Board of Commissioners.
- 5. All facility rentals require a deposit. The refundable deposit fee is based upon rental fee charged. Other fees may be required (see Site Specific Guidelines). All fees are due when application is submitted.
- 6. All pre-determined fees must be paid at time of sign-up. Unless otherwise specified, rentals requiring a payment based on the percentage of gross, must report a tally of gross receipts, including but not limited to, ticket sales and booth rental. This must be reported immediately after the event. Failure to report at specified time results in a \$10.00 per day penalty.
- 7. Lessee must be 21 years of age and possess a valid photo I.D.
- 8. Lessee must be present at all times during the specified use or shall name a designee who shall be present. The person so named is considered responsible during the time reserved. Adults sponsoring a youth meeting must arrive before the youth arrive. At all functions, lessee or designee must remain at facility until all participants, audience, equipment and property have been removed.
- 9. The County will not commit its facilities for long-term, regularly scheduled meetings.
- 10. Coweta County reserves the right to review any contracts between lessees and other parties involved in the events. No portion of the facility may be sub-leased out by the lessee without the written consent of the Event Services Director, Recreation Department Director or designee.
- 11. Lessee may use no facility for any purpose except as specified on the rental agreement.

- 12. Lessees sponsoring events involving sale of items or goods to the public must acquire proper permitting and provide copies of permits as part of the rental application.
- 13. Rental reservations may be made up to twelve (12) months in advance.
- 14. All county facilities are ADA compliant and must remain ADA compliant during your event. It is the responsibility of the lessee to ensure their event is compliant throughout the time the facilities are rented.
- 15. All entrances/exits/walkways and corridors must be kept clear of any obstacles that might block efficient ingress and egress.
- 16. Portable bleachers, tents or other temporary structures brought in for events must meet the specifications set by the National Fire Protection Association *NFPA 102 Standard for Grandstands, Folding and Telescopic Seating, Tents and Membrane Structures.*
- 17. Lessee will ensure equipment or material brought to the site is removed at the end of the event.
- 18. Lessee will maintain clean facilities and grounds during the scheduled event. All trash must be removed by person(s) reserving the facility unless trash receptacles are provided by the County.
- 19. Facilities will be inspected by county staff immediately following all events. If the facility is deemed satisfactory, the clean-up deposit will be refunded. If the facility is deemed unsatisfactory, the clean-up deposit will be retained. Decision of County is final.
- 20. Lessee will be liable for any and all damages caused through lessee's own action or the acts of any of the lessee's employees, agents or anyone visiting the building upon the invitation of the lessee, or for the event even if without invitation, as well as damages caused to the building or grounds.
- 21. Any expense(s) incurred by the County, as a result of violations of the rental agreement or these guidelines, will be charged to and paid by the lessee, including any attorney's fees incurred by Coweta County.
- 22. Injuries, breakage, damage, missing property or equipment should be reported to county staff immediately. Outside facility doors should be kept closed and locked during move-in.
- 23. Coweta County assumes no responsibility for items left by users or lost and found items. Property will be disposed of at the discretion of the Event Services Director, Recreation Department Director or designee.
- 24. External electrical connections (use of extension cords) must have prior approval of the Event Services Director, Recreation Department Director or designee.
- 25. Coweta County will furnish air conditioning, heating, and lighting. Restrooms will be adequately stocked and maintained with respect to the intended use. However, the County shall consider both the burdens placed by the intended use and the reasonable needs of the lessee and may result in added fees. The failure to furnish these services shall not abrogate the agreement and shall not entitle the lessee to any rebate in rental fees.
- 26. Coweta County reserves the right, at any time, to order to be removed any persons, animals, furniture, fixtures, wiring, exhibits or other items, and to terminate the rental agreement without notice or liability.
- 27. Coweta County reserves the rights to monitor the attendance and to limit the number, should the facility reach capacity. Coweta County, its officials, officers, employees, agents, members, representatives, volunteers or their respective insurers (collectively referred to hereafter as "Coweta County") shall not be liable for any loss, damage, injury or liability of any kind to any person or property caused by, arising from, or in any way related to, any use of the facility, or any part thereof, or by defect in any building, structure or improvement thereon, or in any equipment to be used therein, or because of the same being out of repair or arising from any act or omission of the lessee, its employees, agents, affiliates, representatives, licensees or other persons entering upon or using said facility nor shall Coweta County be liable for any loss, damage or injury from any cause whatsoever to the property or person of the lessee or any of its employees, agents, affiliates, representatives, invitees, licensees or other persons entering upon or using said facility or person or using said facility or any part thereof. Lessee shall defend and indemnify Coweta County to the fullest extent permitted by law for any and all such claims brought or made against it related in any way to the use of or presence on the facility.
- 28. Decisions of the Event Services Director, Recreation Department Director or designee and Board of Commissioners are final.



Prohibited Activities – All Facilities

- 1. The following are prohibited by County ordinance at all County facilities:
 - a. Alcoholic Beverages
 - b. Smoking/Tobacco Use/Vaping
 - c. Animals/Pets (leashed or not) EXCEPTIONS: Service Animals as outlined in the Americans with Disabilities Act with prior approval by Event Services Director, Recreation Department Director or designee.
 - d. Littering
- 2. No person will be allowed to bring in or keep in the facilities anything that may create a fire hazard or be detrimental to the fire protection of the building. All decorative material must be flame proof. After unpacking, all boxes and packing material must be removed from the building. No person or object may obstruct the sidewalks, passageways, halls, stairways, seating areas and exits. This is strictly enforced by the Fire Marshal.
- 3. No glitter, confetti or similar materials.
- 4. No tents shall be erected or anchor stakes of any kind placed without prior approval from the Event Services Director, Recreation Department Director or designee. Lessee shall be responsible for all costs incurred as a result of damages incurred to the building or to any infrastructure such as electrical, water, irrigation, sewer lines or landscaping.
- 5. No skateboarding, skating, rollerblading or riding scooters.
- 6. No fireworks, illegal drugs, glass bottles, air horns and any other items or articles which may detract from the safety and enjoyment of those at or in the vicinity of the facility.
- 7. No nails, tacks, staples, brads, etc. may be driven into any portion of the facility; and, no changes, repairs, painting, staining, alterations, or use of tape that will change the finish, appearance or contours of the buildings will be permitted without the consent of the Event Services Director, Recreation Department Director or designee.
- 8. No exhibit/banners may be displayed outside the facility or suspended from permanent fixtures and no additions or permanent displays to the building are allowed without prior permission from the Event Services Director, Recreation Director or designee.
- 9. No movement of permanent County furniture and/or equipment (including office equipment) by anyone except County personnel. Permanent County furniture/equipment is not to be used without the consent of the Event Services Director, Recreation Department Director or designee.
- 10. Abuse, destruction or removal of any county property is prohibited. Lessee will be liable for all damage and will be prohibited from future rentals.



<u>Site Specific Guidelines – Powell Expo Center</u>

► FOLLOWING ARE IN <u>ADDITION</u> TO ALL GENERAL GUIDELINES/PROHIBITED ACTIVITIES ◄

CAPACITIES

LARGE MEETING ROOM: 70 SMALL MEETING ROOM: 15 OUTDOOR BREEZEWAY: 290

- 1. **VENDORS:** Vendor sites shall be limited to one vendor only. There shall be no assignment or subletting without approval of the Event Services Director or designee.
 - a. Lessee must provide vendor list (if applicable) to Event Services Director or designee at least two weeks prior to the event for review and approval.
 - b. All vendors must be approved by the Event Services Director or designee. Vendors offering any items of a sexually explicit nature or other items determined to be inappropriate for family consumption will not be allowed. The decision of the Event Services Director or designee is final.
- 2. **FOOD:** Food service concessionaires (vendors) are not permitted without a negotiated agreement and written consent of the Event Services Director or designee.
- 3. **DECORATIONS:** Helium balloons are permitted. Candles are permitted in flameproof containers.
- 4. **BUSINESS LICENSE REQUIREMENTS:** All lessees sponsoring events involving the sale of items or goods must have appropriate licenses. Copies of all licenses must be provided to the Event Services Director or designee.
- 5. **TRASH/CLEAN-UP:** Trash receptacles are provided for your convenience. Broom, dust pan, mop and bucket will also be provided. All spaces are to be returned to pre-use condition. Rules for clean-up are as follows:
 - > PLACE ALL TABLECLOTHS IN LAUNDRY BAGS PROVIDED
 - Sweep Floors in All Rooms, kitchen and other areas used during event
 - MOP UP ANY SPILLS OR WET PLACES AND ANY SOILED AREAS
 - CLEAN UP AND <u>REMOVE FROM FACILITY</u> ALL TRASH IN ROOMS AND GROUNDS USED
 - > REMOVE ALL DECORATIONS AND ANY ADDED ITEMS
 - ▶ KITCHEN AREA CLEAN-UP INCLUDES REMOVAL OF ALL ITEMS IN REFRIGERATOR, FREEZER, SINK, ETC.
- 6. INSURANCE: Insurance requirements will be determined on a case-by-case basis. If insurance is required, minimum limits are: \$1,000,000 per occurrence and \$2,000,000 aggregate. Coverage must be occurrence based for all occurrences during the length of the rental agreement. Coweta County shall be named as an additional insured on the policy. Said insurance shall be primary to any insurance maintained by Coweta County. A certificate of insurance or an insurance policy must be provided to the Fairground and Conference Center/Event Services office at 275 Pine Road at least 30 days prior to the event. Failure to provide such proof will result in immediate cancellation of the event.



Rental Agreements

COWETA COUNTY FACILITY RENTAL IS COORDINATED THROUGH TWO DEPARTMENTS: EVENT SERVICES AND RECREATION. ALL FORMS AND ALL FEES ARE TO BE TURNED IN TO THE PROPER COORDINATING DEPARTMENT. FACILITIES RENTALS ARE COORDINATED AS FOLLOWS:

EVENT SERVICES DEPARTMENT	RECREATION DEPARTMENT				
• 1904 Courthouse and Grounds	Tommy Thompson Senior Center				
Powell Expo Center	Panther Creek Community Center				
 Coweta County Fairgrounds and 	Senoia Community Center				
Conference Center	Welcome Community Activity Center				
Adamson Horse Arena	Clay-Wood Community Center				
	Dresden Fire Station Community Room				

REQUESTS FOR ANY FACILITY NOT LISTED MUST BE MADE IN WRITING TO THE COWETA COUNTY BOARD OF COMMISSIONERS

SPECIFIC RATES/FEES:

ALL FACILITIES

• **Movie/Video Production (MVP)** – The Coweta County Board of Commissioners must vote to approve use of any county-owned structure(s) or facility(s) by a film or video production company. Once approved, the following fee(s) shall apply:

\$1000.00 per day for use of the courthouse or any other County building

\$500.00 per day per facility not involving use of a building (exterior/grounds)

NOTE: Said fees shall be in addition to any other user charges required for use of said facility(s). Charges for additional custodians, utilities and supplies may be applied on a case-by-case basis.

NOTE: Hiring of off-duty security/police with arresting powers, through the City of Newnan or Coweta County, is required for the duration of the time when production crews, etc. are at the facility.

- Other fees may be applicable as part of the rental agreement. Such fees include, but are not limited to insurance, security, food service and cleaning.
- A (refundable) deposit is required for all rental agreements.
- All rentals are tentative until all applicable fees are paid and applications and related documentation is submitted and approved by the Event Services Director, Recreation Department Director or designee.
- Final decision on all applicable fees will be determined by the Event Services Director, Recreation Department Director or designee.
- All county facilities are ADA compliant and must remain ADA compliant during your event. It is the responsibility of the lessee to ensure their event is compliant throughout the time the facilities are rented.

All pre-determined fees must be paid at time of sign up. Unless otherwise specified, rentals requiring a payment based on the percentage of gross, must report a tally of gross receipts, including but not limited to, ticket sales and booth rental. This must be reported immediately after the event. Failure to report at specified time results in a \$10 per day penalty.

Cancellations - In the event of early cancellation, the following policy applies to rental fees:

60 days or more prior to event	FULL REFUND
LESS than 60 days prior	25% CANCELLATION FEE RETAINED
LESS than 30 days prior	50% CANCELLATION FEE RETAINED

Asa M. Powell, Sr. Expo Center

Name of Organization/Event	::			
Contact Person: NAME:				
MAILING	ADDRESS:			
DAY PHON	NE #:	CELL #:	E-MAIL:	
Non-Profit? □Yes □No I	f yes, please note Tax ID #	#	<u>and</u> attach photo copy o	of non-profit status
IS THIS EVENT A "TRADI	E SHOW" OR "FOR PRC	OFIT"? YES]	NO	
Date(s) Requested:				
Time: Begin: Time of Actual Event: Begin Purpose & Needs for Event:	: End: (BE SPECIFIC – CONTI	NUE ON SEPARATE SH		
Caterer Name:				
Meeting Room Linen Rental		□Interior Room & Lobb	y Breezeway	□Garage
TOTAL RENTAL FEE: \$	LINEN	RENTAL: \$	TOTAL DEPOSIT: S	\$
 Required on-site (non- Adequate security must All fees and clean-up deck will or 	security) personnel are inclu st be provided at the users ex leposits are due at time of ap	ded in fees spense plication. (SEPARATE CHE not left clean. Otherwise, cheo	ck will be returned to applicant	
LESS tlLESS tl	or more prior to event han 60 days prior to event han 30 days prior to event	50% CANCELLATI	ON FEE RETAINED ON FEE RETAINED	
 LESS the second s		M/Rental Agreement ,		
I AFFIRM THAT I REPRESENT ' OR EVENT REPRESENTATIVE /	AGREES TO INDEMNIFY, DE	FEND, AND HOLD COWETA		CLAIMS OR ACTIONS
BROUGHT AS A RESULT OF TH				

 Date:

Powell Expo Center

197 Temple Avenue Newnan, GA 30263 770-252-6429 Fax: 770-252-1039

Instructions:

- > Please place an "X" in the shaded column next to the facility (facilities) being requested.
- Facilities are available for a daily rate. If multiple days are being requested, please mark the appropriate box at the bottom of the form.
- ➤ <u>A refundable clean-up fee (deposit) is required</u>. Please mark the appropriate fee. The clean-up fee will be refunded if the facility is left clean (see "Facility Use Guidelines").
- The rate for Coweta County citizens and non-profit organizations shall be calculated at 50% of the Daily Rate below with proof of residency or non-profit status.

POWELL EXPO CENTER	\mathbf{X}	Daily Rate	×	Deposit (refundable)	×	Table Linens (Napkins not included)
Meeting Room with Lobby		\$300.00		\$300.00		\$50.00
Small Meeting Room (16 ft. x 22 ft.)		\$100.00		\$100.00		N/A
Breezeway (135 ft. x 28 ft.)		\$300.00		\$300.00		N/A

D MULTIPLE DAY USE: _____ DAYS

IS THIS EVENT A "TRADE SHOW" OR "FOR PROFIT"?___YES ___NO

NOTES:

- If event is "FOR PROFIT" OR a "TRADE SHOW" a 2% fee is required on gross sales (Vendor Settlement Statement REQUIRED)
- > Required on-site (non-security) personnel are included in fees
- > Adequate security must be provided at the users expense

Release of All Claims

In consideration for being allowed to use the facility of Coweta County pursuant to Coweta County's corresponding facility use agreement (the "Facility"), the undersigned hereby covenants and agrees that the Coweta County, its officials, officers, employees, agents, members, representatives, volunteers or their respective insurers (collectively referred to hereafter as the "Coweta County") shall not be liable for any loss, damage, injury or liability of any kind to any person or property caused by, arising from, or in any way related to, any use of the Facility, or any part thereof, or by defect in any building, structure or improvement thereon, or in any equipment to be used therein, or because of the same being out of repair or arising from any act or omission of the undersigned or its employees, agents, affiliates, representatives, invitees, licensees or other persons entering upon or using the Facility nor shall Coweta County be liable for any loss, damage or injury from any cause whatsoever to the property or person of the undersigned or any of its employees, agents, affiliates, representatives, licensees or other persons entering upon or using the Facility nor shall Coweta County be liable for any loss, damage or injury from any cause whatsoever to the property or person of the undersigned or any of its employees, agents, affiliates, representatives, licensees or other persons entering upon or using said Facility or any part thereof, or to any property stored or placed thereon.

Notwithstanding anything to the contrary herein contained or irrespective of any insurance carried by the undersigned for the benefits of the above enumerated entities, the undersigned agrees to protect, indemnify, covenant not to sue and hold the Coweta County and the Facility harmless from and against any and all costs, expenses (including, without limitation, attorneys fees), damages, losses, actions, causes of actions, fees or liabilities of any nature arising out of or in any way related to the Coweta County or the use or occupancy of the Facility or arising from any state or condition of said Facility or any part thereof.

Executed this ____ day of _____, ____ by:

Signature

Printed Name

Signed, sealed and delivered in the presence of:

My Commission Expires: _____