

CITY OF JESUP
CRACKER WILLIAMS COMMUNITY CENTER
Rental Policies and Procedures

Management: Management of CWCC (CWCC) is under the authority of the City of Jesup and the Jesup Downtown Development Authority (DDA), as granted by the City of Jesup. The DDA Executive Director, as building manager, is given the responsibility to ensure the proper and beneficial use of the facility. The DDA Director will serve as Event Manager, and will be responsible for scheduling and coordinating all events.

Function Types & Capacity: CWCC can accommodate groups in various capacities, including: 250 persons seated dinner style, 400 persons for theatre seating and a **maximum** of 792 persons at standing receptions. Such groups may include civic organizations, schools for school-related functions, wedding receptions, family functions, recognized community organizations, not-for-profit groups, businesses, industries, for-profit groups, churches, the Downtown Development Authority, and City and County governments.

Policies, Procedures, & Fees: Although Cracker Williams is a public building, the City of Jesup reserves the right to establish reasonable procedures for its safe and prudent use. All decisions concerning management, rental, and use of the facilities shall be made on a non-discriminatory basis. The Management of Cracker Williams reserves the right to deny or limit the use of CWCC at its discretion for purposes it deems unsuitable or non-beneficial for the community.

The following policies and procedures are established to govern the use of CWCC and the equipment contained therein.

Rental Charges, Cleaning Fee and Damage Deposit: A list of all rental charges generally will be included in the Fee Schedule (Page #6). In addition to the rental fee(s) of \$250 for City residents and City taxpayers and \$350 for non-residents or non-City taxpayers, a damage deposit of \$150 is also required. The rental fee(s) plus the chair rental, damage deposit, and security fee (if required) will constitute the total lease amount. The damage deposit will be refunded within fourteen (14) days after the occurrence of the scheduled event and is dependent upon a final inspection of the premises. If the premises are found to be in as good and clean condition as existed upon rental of the facilities, then the damage deposit may be refunded. Any post-event inspections will be conducted before any other event is held in the rented area. The City reserves the right to retain all or part of the damage deposit to pay for any costs of repairs or cleaning made necessary by the renter's use of the facility. The liability of the renter shall not be limited to the amount of the damage deposit. The liability of the renter shall extend to any damage or cleaning costs incurred or made necessary as a result of the acts of any participants at the event sponsored by the renter on the premises or as such costs for damage repair or cleaning are otherwise incurred a result of the renter's rental of the facility.

1. The Request for Use form and deposit are required to reserve the facility or room(s) for a specific date. This deposit is in addition to the rental fee. No date will be reserved until the deposit has been paid in full. The *balance of the rental fee is due thirty (30) days prior to the event.*

2. Fees are subject to change without notice.

Reservation Procedures: Reservations can be made in person, or via email at mohearon@jesupga.gov. The rental agreement must be completed and deposit paid in order for the date to be held. All requested equipment such as tables, chairs, sound equipment, or projectors must be identified on the Request for Use form and will be subject to applicable fees as stated on the Fee Schedule (pg #6). **It is the responsibility of the renter to verify the complete accuracy of all dates and other factual information that are provided on the agreement form.** For large events, the renter may obtain access to the rented facilities the day before the scheduled event for set-up purposes at no additional cost, if there is not another event scheduled during such time. In the event the City receives a request to rent the facility on the set-up date, the renter must pay the rental rate for the day before to have the date available to set-up. The renter must notify the DDA Director and pay for the set-up date within ten (10) business days of being notified of a conflict with the set-up date. Failure to pay for the set-up date within ten (10) business days will open the date for rental to another event.

Security: A qualified security officer is required for all any event where alcohol is served. Security must be contracted through a pre-approved security company at the expense of the renter. In addition, all events of less than 50 persons will require one security officer. Events with more than 50 persons in attendance will require two security officers. ***Required security is mandatory and will be verified by CWCC management. The event is considered concluded when the last person leaves the facility and doors are locked.***

Cancellation of Rentals and Refunds: Any reservation cancellation must be in written form, delivered to City Hall personally or by U.S. Mail. If the reservation is cancelled more than **thirty (30) days prior** to the scheduled rental date, the City will refund all amounts paid. If the reservation is cancelled for any reason thirty (30) days or less prior to the scheduled date, the City will retain the entire rental fee. The renter, however, will be refunded all deposits or other fees other than the rental fee. Failure to pay rental fees not later than thirty (30) days prior to the event will result in forfeiture of the deposit, and the reserved rental date shall be cancelled. Under certain conditions, the City of Jesup may be forced to cancel a rental agreement prior to an event. Possible reasons for cancellation may include, but are not limited to, a declared state of emergency, unsafe environmental or health conditions at or near the facility or in the general area, damage to the facility, or interrupted utility services. In such an event, the City of Jesup and the DDA shall have no responsibility for loss, damage, fees, expenses, costs or other inconvenience incurred by the renter, and the renter expressly waives, releases and discharges the City of Jesup and DDA for all losses, damages, fees, expenses, and costs of any kind or nature that may arise in the event of such cancellation. The City will attempt to notify the renter as soon as possible if such cancellation occurs. All fees paid to the City by the renter shall be refunded to the renter if the reservation is cancelled by the City of Jesup for any of the above reasons.

Hours of Use: The Community Center is generally available for rent any day of the week, Monday through Sunday. The Community Center will open no earlier than 7:00 a.m. and will close no later than midnight. Following the conclusion of a schedule event, the renter will be allowed one hour to gather and remove personal items and equipment and to clean the facility. It will be at the discretion of the DDA Director as to whether the Community Center will be available for rental on holidays. If the DDA Director approves rental on a holiday, the normal rental rates will be charged.

Event Rules & Regulations:

1. Renter shall comply with all laws, ordinances, rules and regulations of the State of Georgia, City of Jesup, and the federal Government, and will obtain and pay for all necessary permits and licenses required for a scheduled event. If a violation occurs and is not immediately corrected, the City may terminate the event, and no refund of fees will occur.
2. Renter is responsible for the supervision of the conduct of the participants at the renter's event. Disorderly conduct of participants is prohibited. The renter shall assume full responsibility for the character, acts and conduct of all persons admitted to said premises during the term of the rental.
3. CWCC is a smoke free, public facility. Damages in the form of cigarette burns or smoke damage will be charged to the Renter.
4. No firearms shall be allowed on the property (including the community center and playground).
5. CWCC shall not be used for any unlawful activity or any activity which may be disruptive, divisive, unlawful or disruptive to the community.
6. The renter shall assume full responsibility for any unlawful act committed during the rental of the facilities.
7. The City of Jesup, DDA and CWCC are not responsible for any rental items not provided for in the rental agreement.
8. All persons and any equipment not owned by the City must leave the Community Center when the event has ended. No items from the event are to be left overnight. The Community Center is not responsible for items that have been left during set-up the day before the event or left behind after the group has exited the facility.
9. Children must be under the direct supervision of an adult at all times.
10. The renter shall assume all responsibilities for noise levels of their participants, and noise levels shall not disturb other groups or the surrounding community.
11. All bands and audio equipment must stop play by midnight.
12. The renter and its participants must leave the facility and parking lot in a clean and orderly fashion. All equipment, including kitchen equipment, must be left in the condition it was found upon rental. If the facility is not left in acceptable condition, the renter will forfeit the damage deposit.
13. Renters will be fully responsible for any damage to the facility or equipment. A fee may be deducted from the deposit to cover the cost of excessive clean up and/or for repair of damage to the facility and/or equipment. Any additional amount due over and above the amount of the deposit will be billed to the renter. Any damage to the facility or equipment must be reported as soon as possible to DDA Director or City.
14. All trash and including discarded food must be placed in heavy-duty plastic garbage bags, secured tightly and disposed of in the dumpster (located at the rear of the building). Boxes must be broken

down. If refuse is not properly disclosed, deductions from the damage deposit may be made or a penalty fee may be imposed.

15. Caterers or set-up coordinators must schedule a building opening time with the DDA Director for all events. City staff will be responsible for having the building unlocked for the event. Please be sure to make arrangements at least 72 hours prior to the scheduled event.

a. A maximum of one (1) hour after the scheduled event is allowed for cleanup. Additional time may be scheduled at \$100 per hour (\$100 minimum).

b. A \$100 per hour fee (\$100 minimum) for unscheduled early or late use of the facility will be deducted from the deposit.

16. Renters of CWCC may not use the name of the City of Jesup or Downtown Development Authority in advertising or in any other manner that may imply sponsorship or sanction of any event or activity.

18. Fire Codes shall be adhered to at all times including, but not limited to, seating capacity, kitchen capacity, cooking activities or other activities occurring on the premises and in any part of the building.

19. Alcoholic beverages are permitted in CWCC during special events and activities, subject to the host or caterer of the event holding all applicable local and state licenses and acquiring event insurance for the event. Security is required for all events where alcohol is served. Verification will be conducted by CWCC Management. No alcoholic beverages are otherwise permitted. Subject to the renter complying with all permitting and security requirements:

a. Alcoholic beverages may be served Monday through Thursday between the hours of 11:00 am and 11:00 pm and on Friday and Saturday 11:00 am until 12:00 midnight.

b. No alcohol may be consumed outside CWCC, in the parking area or on the public sidewalks at any time.

c. No open containers shall be carried from CWCC.

d. Local permits must be secured at least 7 days prior to the event.

20. The Renter is responsible for all actions of its caterer, florist and all event help and is responsible to inform these individuals of the rules and regulations concerning the use of CWCC.

21. If food is to be served, the name of the caterer shall be provided to the management at the time of submission of the rental application.

22. **The DDA Program Manager must approve specific room set-up, including furniture placement and decorations. A *set-up drawing must be submitted for approval at least 30 days prior to the scheduled event.*** All equipment shall remain in CWCC at all times with no exceptions. The City staff will be responsible for moving or relocating any equipment, if necessary. A fee of \$1 per chair will be added to the rental fee. Rectangular tables are included in the rental rate. 72" round tables are available for rental for \$10 each.

23. No permanent features of the building may be changed by any renting party. No decorations are allowed on the building, walls or corridors; nor shall any signs or decorations supported by nails, tacks,

screws, pressure sensitive tape, or double-sided tape be applied on walls or woodwork without approval of the City. Any decorations that may be approved shall be constructed of non-flammable materials and shall conform to regulations and ordinances of the City of Jesup and all applicable fire codes. Special requests related to decorating shall be made at scheduled meeting to discuss room set-up.

24. An equipment and facilities checklist will be completed by the Renter before and after each event.
25. Rental keys must be returned to the DDA Director or placed in the drop-box at the facility within one hour after the event concludes.
26. The renter shall be liable for all damages to the building, furniture, fixtures and equipment located at CWCC, including all rental items and items brought to the building by renter or its agents, and agrees to indemnify and hold the City and DDA harmless from any claims and suits arising out of injury or death to any persons or damage to either the CWCC or to the renter's property or that of the renter's agents or guests.
27. The City and DDA reserve the right to refuse rental of the facilities to any person, group or organization that, in the past, has violated any City of Jesup ordinances, policies and procedures, rules and regulations; or has shown a disregard for persons or property; or who in the opinion of the City did not conduct themselves in a peaceable and appropriate manner.
28. Parking is permitted only in the designated parking areas. Parking outside of designated parking lots is strictly forbidden.
29. Renter shall maintain insurance as the City of Jesup deems advisable for protecting against loss of or damage to property by renter or renter's guests or participants, and renter shall require all persons admitted to the facilities by renter to maintain such insurance as those persons deem advisable to protect against loss of or damage to such person's property brought onto the facilities by such persons. **The City and DDA may require renter to obtain and present certification of public liability or other insurance for the rental period.**
30. Under current Georgia statute, any charge for admission to places of entertainment, amusement, exhibition, display, and amusement activities are subject to the Georgia Sales and Use Tax. The City of Jesup is not responsible for reporting or remitting sales tax for any event. For additional information on this subject matter, please call the Georgia Department of Revenue's Sales and Use Tax Division at (404) 656-4065.

Violation of Policies: The City reserves the right to end any event early if any of these general policies are violated. A violation of these policies may result in a withholding of monies from the renter's damage deposit and may also result in the denial of future use of CWCC by renter.

Emergencies: The City of Jesup reserves the right to evacuate the premises at any time as it deems necessary for the safety of the public.

Event Date (s): _____
Event Begins: _____
Event Ends: _____
Purpose: _____

CITY OF JESUP
CRACKER WILLIAMS COMMUNITY CENTER
RENTAL AGREEMENT

This agreement made and entered into on this day _____, by and between the City of Jesup acting by and through its duly authorized representative, herein call Lessor, and _____ hereinafter called Renter

PLEASE PRINT:

Renter Name/ Name of Group, if applicable: _____

Renter Address: _____

Renter Phone: Home/Cell : _____

Renter Email: _____

Will alcohol be served at the event? YES NO

Rental Fee \$250.00 (Jesup resident/taxpayer) or \$350.00 (non-resident)

Chair Rental Fee \$1 x _____ persons (tables included)

Use of Sound/AV \$50 for sound \$50 for projection

Deposit (refundable) \$150.00 (separate payment)

Total \$ _____

Payments Amount \$ _____
Check #: _____

Check or Cash accepted

Make All Checks payable to: City of Jesup

The attached Policies, Procedures and Rental Fees, and Rules and Regulations of the Cracker Williams Community Center are incorporated herein as part of this Rental Contract (“Contract”). Renter states that he/she has read and understood same, and agrees to abide all terms stated therein. Therefore, upon the terms and conditions expressed in this Contract, and in consideration of the covenants and agreements set forth herein, Lessor does hereby grant Renter the right to use and occupy the above-described space and premises, including adjacent parking facilities located in the City of Jesup.

Renter: _____ Date: _____

Lessor: _____ Date: _____