

ALDERMEN HALL LICENSE AGREEMENT

LICENSE AND TERMS OF USE

Please Print and Fill Out

The City of Forsyth, as Owner of the Facility, and the Forsyth Better Hometown Director or City Administrator, as Manager and Authorized Representative of the City for the Facilities (the "Licensor") are pleased to enter into this Agreement with _____ (the "Licensee") on this _____ day of _____, 20____ (the "Effective Date") for Licensee's use of the Facilities, subject to the following terms and conditions:

1. Limited Revocable License

The Licensor grants to Licensee, and Licensee accepts, a limited, revocable, license to use the Facilities solely on the Event Date(s), and during the Event Hours, subject to the terms and conditions as agreed upon below. Licensee agrees to use the Facilities in accordance with the Additional Terms and Conditions attached as Exhibit B to this Agreement.

2. Fees and Deposits

Licensee shall pay to Licensor a 25% **non refundable use/event deposit** fee upon the execution of this Agreement for use of the Facilities, in accordance with the Application Form attached as Exhibit A to this Agreement (the "License Fee"). This deposit will be applied towards the license fee. Any remaining fees that are due must be paid one month in advance of the scheduled event. Failure to tender the full License Fee at least thirty (30) days prior to an Event Date shall be grounds for the Licensor to revoke this License. Upon such revocation, the Licensor shall refund any tendered License Fee to Licensee within thirty (30) days of such revocation, provided that Licensor shall be entitled (subject to Paragraph 3) to retain the full amount of the Deposit, and neither party shall have any further rights and/or obligations hereunder.

Additionally, a \$125.00 damage/cleaning deposit is required and will be added to the final fee structure which must be paid one month prior to the scheduled event. The damage/cleaning deposit will be refunded if the building is left undamaged and clean, or prorated after assessment for damages or uncleanliness, as determined by Licensor. All areas used must be returned to the conditions and order they were in before scheduled use. All litter, trash, and garbage must be deposited in the trash can outside the building. All spills must be wiped up immediately. Licensor is not responsible for any equipment, supplies, or other property left on the premises. The

Licensee assumes all responsibility and liability for injury to persons or damage to property. If the damage/cleaning deposit is paid by check or cash, it will take approximately four weeks to be refunded by the City of Forsyth. **If paid by Visa or MasterCard, you will need to call in the afternoon of the next working day and give your card # for the refund.**

3. Cancellations

Upon cancellation of a reserved Event Date and/or Event Time, Licensor shall refund any tendered License Fee to Licensee within thirty (30) days of such notice of cancellation, provided that Licensor shall have the right to retain the use/event Deposit. Notwithstanding the foregoing, the Licensee will be entitled to one half of the use/event deposit if Licensee provides notice to Licensor of cancellation at least thirty (30) days prior to the Event Date.

4. No Warranty

The Facilities are provided "AS IS", "WHERE IS" and without warranty as to the suitability of the Facility for Licensee's intended use. Licensee shall be responsible for the repair and/or replacement of the Facilities to the extent such repair or replacement is the result of Licensee's (or its agents, contractors, employees, invitees, servants, or subcontractors) negligence, misconduct, misuse, abuse, or breach of the terms and conditions of this Agreement, Licensee shall deliver the Facilities to Licensor in as good condition as when received by Licensee.

5. Indemnification

Licensee agrees that it shall indemnify, defend and hold harmless the Licensor and its and their employees, officials, officers and directors, from and against any and all damage, loss, claims, suits, demands, actions, fines, damages, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees) arising out of or in connection with damage to property or injury to persons (including death) which arise out of Licensee's use of the Facility, including any acts or omissions of Licensee, its agents, contractors, employees, invitees, servants or subcontractors. Licensee shall provide Licensor immediate notice of any injury or damage to persons or property in, to or around the Facility of which it is aware by contacting the Licensee at 478-994-7747 during normal business hours or the Forsyth Police Department at 478-994-6022 after normal business hours.

6. Right of Entry

Licensor, and those persons authorized by Licensor, shall have the right to enter the Facility at all reasonable times for any reasonable purpose, as well as at any time in the event of emergency involving possible or actual injury to property or persons in or around the Facility.

7. Revocation

This Agreement is freely revocable by Licensor and, upon written notice from Licensor to Licensee, may be terminated at any time in the Licensor's sole discretion.

8. Miscellaneous

A. ENTIRE AGREEMENT; GOVERNING LAW: This Agreement, together with any exhibits attached hereto, contains the complete agreement of the parties concerning the subject matter, and supersedes any prior oral or written understandings, representations, or agreements pertaining thereto which have not been incorporated herein. This Agreement shall be construed and governed by the laws of the State of Georgia, without regard to its conflicts of laws provisions. The parties agree that the venue for any Court action arising from or as a result of this agreement shall be in the State Courts of Monroe County, Georgia.

B. NO AMENDMENT: No amendment or modification to this License shall be binding upon Licensor, unless and until agreed by all parties in writing as a specific amendment or modification of this agreement.

C. LICENSE ONLY: This Agreement shall be deemed to create only the relationship of licensor-licensee between the parties and shall, in no event, be deemed to create any other relationship, including without limitation landlord-tenant, principal-agent, master-servant, employer-employee or partner-joint venturer. Licensor and Licensee are separate and distinct of each other.

D. NO ASSIGNMENT: This Agreement is for the sole benefit of Licensee and Licensor, and Licensee may not assign or transfer its obligations or rights under this Agreement without the express prior written consent of Licensor. Any assignment or transfer contrary to the provisions of this paragraph shall be null and void and of no force and effect.

E. ENFORCEMENT. Licensee shall be responsible for all costs, expenses and reasonable attorneys' fees incurred by Licensor in enforcing this Agreement in the event Licensor prevails in any such enforcement.

Exhibit A

**License and Terms of Use:
Aldermen Hall Event Space
Application and Reservation Form**

Built in 1897 as Forsyth's City Hall, the facility now serves as the Forsyth - Monroe County Welcome Center. Downstairs features an inviting lobby, the Forsyth Better Hometown and Downtown Development Authority office, the Welcome Center, and Aldermen Hall. The Forsyth-Monroe County Chamber of Commerce and Development Authority offices are upstairs. The building is wired for 21st century technology and is stylishly furnished with new pieces, special antiques, and period details.

I. LICENSE REQUEST

REQUESTED EVENT DATE(S): _____

REQUESTED EVENT TIME(S): _____

(This time includes setup and cleanup time. Failure to observe your specific event times will result in additional charges and/or withholding from your deposit.) Initial Here _____

II. FEE SCHEDULE

LICENSE FEE:

Aldermen Hall...

	Weekdays	Weekend and Holidays
8:00 a.m. -4:00 p.m.	\$150	\$250
5:30 p.m. - 10:30 p.m.	\$150	\$250
8:00 a.m. -10:30 p.m.	\$350	\$450
2-hour meeting slot (no food)	\$ 50	\$ 50
2-hour meeting slot (with food)	\$100	\$100

Park \$125

Staff Fee (Before and After Hour Services)..... \$50

Table and/or Chair Removal \$50

Damage/Cleaning Fee \$125

III. TOTAL FEES

Total License Fee for requested Event Date(s):\$ _____
Non Refundable Deposit (25%).....\$ _____

IV. CONTACT INFORMATION

All requests for use of the Facilities should be made to the Welcome Center, 478-994-7747, and are subject to (a) availability; (b) payment in full of the License Fee pursuant to Section 2 of the License and Terms of Use, and (c) execution of the License and Terms of Use.

Exhibit B

**License and Terms of Use:
Additional Terms and Conditions**

Use of Facility

- 1. The Facility is available for rental by parties or groups affiliated or unaffiliated with the Licensor, provided that those associated with the Forsyth-Monroe County Chamber of Commerce or the City of Forsyth shall have priority in terms of scheduling.
- 2. Aldermen Hall may be used for a variety of functions including, but not limited to, lectures, dinners, receptions, and other social gathering.
- 3. The Facility can accommodate up to 100 persons for standing/lecture events and 75 persons for seated/dinner events. Capacity is strictly observed.
- 4. The Facility is available throughout the week and weekend. If the facility is used prior to or after regular business hours an additional fee will be charged for an employee to open and close the facility.
- 5. Licensee must be at least 21 years of age, if an individual, and must be duly authorized by the Licensee if Licensee is an entity.

Event Rules and Regulations

1. CATERERS: To ensure service quality and preserve the integrity of the Facility, outside staff such as caterers, and waiters must be approved by the Licensor. All caterers are required to adhere to specific rules set down by Licensor, and shall sign and execute the License and Terms of Use.

2. DECORATIONS: Please use self-standing decorations. **Prohibited** are: nails, tape, glue, staples, or other devices that will mark or leave holes and damage the building or walls. Fire code prohibits the use of candles and

hay as decorations. No modifications may be made to the structure, electrical systems or equipment. Exhibits and Displays are not to be moved, altered, or changed in any manner.

3. ALCOHOLIC BEVERAGES: ARE NOT PERMITTED. (City of Forsyth Ordinance) Initial Here _____

4. MUSIC/ENTERTAINMENT: Entertainment and/or music is permitted in the facility.

5. NO SMOKING OR OPEN FLAMES: Aldermen Hall is a smoke-free environment. Smoking is prohibited in all areas of the building at all times. In addition, no open flame of any kind is allowed in any part of the facility at any time.

6. VENDORS: A list of all outside vendors, caterers, musicians, photographers, and any other outside professionals must be submitted to the Licensor at least one week before the Event Date.

7. EQUIPMENT: _____ tables and _____ chairs are available with the rental of the room. If the table and chairs are not required an additional fee will be charged to cover staff time for removal and storage of said items.

8. SECURITY: In order to maintain the physical safety and security of the Licensee and its event and the facilities, and the public in general, a security officer may be required by Licensor for the event, at Licensor's sole option after reviewing the agreement, the event, and other relevant factors. Such security officer, if required by Licensor, will be at Licensee's expense.

FACILITY LICENSE DEPOSIT/PAYMENT AGREEMENT

Date Reserved: _____ Time: _____ # of People Expected: _____

Name of Group: _____

Responsible Person: _____

Address: _____

City: _____ State: _____ Zip: _____

Home Phone: _____ Work Phone: _____

E-mail: _____

Special Requests: _____

Reserved Cost

Aldermen Hall \$ _____

Park \$ _____

Aldermen Hall and Park \$ _____

Damage/Cleaning Fee \$ _____

Table/Chair Removal Fee \$ _____

Non-refundable Deposit 25% \$ _____

Total: _____

Payment Record

Date	Check, Credit Card or Cash	Amount	Balance
_____	_____	_____	_____
_____	_____	_____	_____

By signing this document, I acknowledge that if I am an individual Licensee, I am over 21 years of age, and if I represent an entity I am authorized by the entity to enter into this agreement, and that I understand and agree with the contents and disclosures of the Aldermen Hall License Agreements and Facility License Deposit/Payment Agreement. Failure to abide by these conditions will terminate this reservation.

Licensee's Signature

Licensee's Name (Print)

Date

Staff Name

Date