NORCROSS GARDEN CLUB

RENTAL AGREEMENT

This lease is between Norcross Garden Club, hereinafter “Landlord” and\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_hereinafterTenant”.

This Agreement is for the exclusive rental of the Norcross Garden Club House, with address, 33 College St., Norcross, GA, 30071 hereinafter referred to as “Property.” The maximum capacity of the Property is forty-eight (48) people.

**Requested date of rental \_\_\_\_\_/\_\_\_\_/\_\_\_\_; Start time to include setup \_\_\_\_\_\_\_\_a.m. /p.m.; End time to include cleanup \_\_\_\_\_\_\_\_ a.m. /p.m.,** Latest end time is 9:30 p.m. unless previously agreed upon by Landlord’s Agent.

**For purpose of (name function)** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**The minimum rental fee is Two Hundred and Fifty ($250.00) dollars for up to four hours or ANY PART THEREOF, and Twenty-five ($25.00) dollars for each additional hour after four or any part thereof. If Tenant stays past end time, twenty-five dollars ($25.00) for each thirty (30) minutes of late time will be deducted from security deposit.**

**Security/cleaning/late departure Deposit is one hundred ($100.00) dollars.**

**Tenant is requesting the use of the Property for \_\_\_\_\_\_\_hours or ($\_\_\_\_\_\_\_\_) dollars.**

**THERE IS NO CHARGE FOR THIRTY MINUTE SET-UP AND THIRTY MINUTE CLEAN-UP.**

**TERMS OF RENTAL AGREEMENT**

**EXPLANATION OF FEES PLUS RENTAL RULES AND REGULATION**

1. Tenant shall pay a security deposit of One Hundred ($100.00) dollars upon execution of this Agreement. The rental fee (terms listed above) is due and payable 30 days prior to the requested use date of the rental period or if use of the Property is to take place less than 30 days from the time of the execution of this Agreement, payment in full shall be made upon said execution. Tenant shall submit two separate checks or payments, one for the security/cleaning deposit and the other for the rental fee as outlined above. **Payment shall be mailed to Norcross Garden Club, P.O. Box 576, Norcross, GA 30091 or hand delivered to Landlord’s Agent.**
2. Landlord shall provide a lockbox for the Property. The tenant will unlock the Property at the time designated on page 1 unless other arrangements have been made. The Landlord and Tenant will do a walk-through when Property is locked. Landlord and Tenant will complete a checklist (page 4). The condition of the Property at the time of check-out is solely Tenant’s responsibility and Checklist verifies this. If there is no damage nor cleaning required and Tenant has vacated Property at designated end timeTenant’s full security/cleaning/late departure deposit shall be mailed to Tenant within 5 business day. If cleaning or repairs are needed, the security/cleaning deposit shall be retained to pay for cost of cleaning or repairs. Any charges made against Tenant’s deposit are at the sole discretion of the Landlord. If cost~~s~~ of repairs exceed the amount of the security/cleaning deposit Tenant shall pay Landlord, the full cost of all repairs within ten (ten) days of receipt of written statement of the damages along with a bill from Landlord for such repairs.
3. No previous day set-ups or next day clean-ups shall be permitted, unless arranged in advance with the Landlord’s Agent. Basic cleaning supplies shall be provided. In the event Tenant needs additional supplies, Tenant shall provide.
4. The use of candles is not permitted except for birthday cakes or otherwise contained in glass votives. Only electrical lanterns are acceptable. There shall be no cooking inside or outside the premises without the express written consent of the Landlord.
5. Tenant shall supply own party goods. Tenant may use only the tape provided by Landlord to decorate the interior of the Property. This tape can only be used on the doors, windows, fireplace and molding of the Property and must be removed entirely at the end of the event. Use of push pins, tape or any other type of adhesive on woodwork or walls of Property is strictly prohibited.
6. Tenant understands that the Property and all surrounding grounds are designated non-smoking and Tenant as well as its guests shall comply with said designation.

**NOTICE OF LIABILITY**

1. Tenant assumes all responsibility, risks, liabilities and hazards incidental to the activities applied for including, but not limited to the serving of alcoholic beverages, and hereby releases and forever indemnifies and holds harmless the Landlord, its agents, members and assigns, past and future from all claims, costs, causes of action, and liability for personal injury or death and damage to or destruction of Property arising from the use of Property and it appurtenances.
2. If leased Property or any part of the Property is damaged by fire or other casualty resulting from any act of negligence on Tenant’s part or on the part of Tenant’s invitees, licensees, or assigns, Tenant shall be responsible for the cost of repairs not covered by insurance. Neither Tenant’s nor Landlord’s insurance company shall be held responsible for any loss of nor damage to personal property belonging to Tenant or Tenant’s invitees, licensees, or assigns.
3. Tenant, its invitees, licensees, or assigns, shall use the Property to be consistent with the use of the surrounding neighborhood. Tenant is granted th**e** exclusive use of the Property for the time period described on page 1 except for provisions to the contrary herein and is subject to the right reserved by the Landlord to enter the Property and terminate Tenant’s use thereof should the conduct of any person using the facility endanger the health, safety or well-being of any person or cause damage to Landlord’s Property. Tenant assumes all responsibility for the actions and behavior of all persons using the Property at Tenant’s behest and shall enforce compliance with the provisions listed in this document.

I HAVE CAREFULLY READ AND UNDERSTAND ALL THE ABOVE (PAGES 1 AND 2). I AGREE TO THE TERMS OF THIS RENTAL AGREEMENT AND SHALL COMPLETE THE CHECKLIST WITH LANDLORD’S AGENT BEFORE AND AFTER RENTAL TIME. I UNDERSTAND THIS AGREEMENT SHALL NOT BE FIRM NOR SHALL IT BE BINDING UNTIL LANDLORD AND TENANT OR THEIR AGENTS EXECUTE (SIGN) THIS AGREEMENT.

**Tenant (print name): Title \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Signature: Date\_\_\_\_/\_\_\_\_/\_\_\_\_\_\_**

**Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_City State ZIP\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Email address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Telephone #\_\_\_\_\_\_\_\_\_\_\_ Mobile#\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Landlord’s Agent (print name): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Title \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature:** ­­ **Date\_\_\_\_/\_\_\_\_/\_\_\_\_**

**Email Address:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Telephone **# ­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Mobile#\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Landlord’s email address: clubhouse@norcrossgardenclub.org**

**When making your plans allow adequate time for your event, including set-up, breakdown and clean-up. It is important to Landlord and Landlord’s Agent that Tenant’s request for rental time is as strictly observed as possible.**

**Mailing Address: P.O. Box 576, Norcross GA 30091**

**Information below is for use by Landlord;**

**Agreement Received Date \_\_\_\_/\_\_\_\_/\_\_\_\_**

**Security/cleaning deposit check # \_\_\_\_\_\_\_ Amount \_\_\_\_\_\_\_Date Received \_\_\_\_/\_\_\_\_/\_\_\_\_**

**Rental fee Check # \_\_\_\_\_\_\_ Amount \_\_\_\_\_\_\_ Date Received \_\_\_\_/\_\_\_\_/\_\_\_\_**

**CHECK LIST FOR TENANT**

Print Tenant’s name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Start time \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ End Time \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. The Landlord shall have the premises clean and ready for use by the Tenant. In the event the Tenant finds anything out of order upon taking possession, Tenant shall notify Landlord’s Agent immediately. \*\*\*\*All food and beverage in refrigerator belonging to Landlord will be labeled and should not be used by Tenant.

2. The Tenant shall check that the following are taken care of at the end of the rental period:

\_\_\_\_All dishes washed and put away.

\_\_\_\_Trash removed and placed in outside receptacle.

\_\_\_\_Floor swept throughout.

\_\_\_\_Any spills cleaned up.

\_\_\_\_All food or beverage brought by Tenant removed from refrigerator and Property

\_\_\_\_All decorations removed.

\_\_\_\_All litter outside on grounds of Property cleaned up.

\_\_\_\_Signs or balloons if used removed from inside & outside of Property.

\_\_\_\_Powder room sink and toilet clean.

Tenant and Landlord will check for any damage to Property and if noted describe below. Continue on back of this page if needed.

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Signature of Tenant or its Agent: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Landlord’s Agent shall:

\_\_\_\_Stock paper products as needed before and after use of Property. (Extra products are in powder room cabinet and in outside shed.)

\_\_\_\_ Turn on water heater and heat/air as needed prior to use of Property and check both to be sure they are turned off at end of use of Property

Signature of Landlord’s Agent: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_