

Clayton County Water Authority **J. W. Smith Community** Use Building

Terms and Conditions

The following Terms and Conditions (“Terms”) govern your rental use of the above and below identified property owned by the Clayton County Water Authority (CCWA). By applying for, or engaging in, a rental of the property, these Terms are an agreement between you and CCWA. The word “Renter” herein means you.

1. (a) The J.W. Smith Community Use Building, located at 143 Northbridge Road, Hampton, Georgia, 30228 (“Facility”), is a property owned by CCWA. The Facility is available for rent daily between the hours of 8:00 a.m. until 10:00 p.m. (“rental hours”), except on Thanksgiving Day, Christmas Eve, Christmas Day, New Years Eve, New Years Day, or any other day that the Facility is showing as rented or booked by another party.

(b) Rental fees for the Facility are as provided for in this subparagraph. CCWA has the sole discretion to classify the type of rental per CCWA’s understanding of Renter’s intended use.

(i) The rental fee for a Standard Rental is \$200.00 per day, in addition to a \$200.00 compliance deposit fee as provided for in Paragraph 2 of these Terms, for a total of \$400.00 that must be paid at the time of reservation for a one-day rental (and adjusted accordingly for a multi-day rental).

(ii) The rental fee for a business event or function (Business Rental) is \$100.00 per day, in addition to a \$100.00 compliance deposit fee as provided for in Paragraph 2 of these Terms, for a total of \$200.00 that must be paid at the time of reservation for a one-day rental (and adjusted accordingly for a multi-day rental).

(iii) The rental fee for a rental by a government, governmental agency, or non-profit organization (Government / Non-Profit Rental) is a total of \$75.00 per day that must be paid at the time of reservation. No compliance deposit fee is required for a Government / Non-Profit Rental.

(c) Renter must perform all necessary setup and cleaning during rental hours, as Renter is not allowed early entry to Facility for setup or extended time at the Facility for cleanup.

(d) Renter’s rental of the Facility includes use of the community use building structure as well as the outdoor areas immediately adjacent to the community use building structure. Renter’s rental of the Facility does not include any use of the J.W. Smith Reservoir or the public access areas located near to and around the Facility. All intended uses of the Facility must be communicated to, and approved in writing by, CCWA. By use of the Facility, Renter agrees that

failure to adequately describe or communicate Renter's intended use of the Facility may result in immediate suspension or cancellation of the Renter's rental of Facility.

(e) Renter must submit a rental application for the rental of the Facility no less than three business days prior to the date of rental.

2. Renter acknowledges that a compliance deposit fee is required for Standard Rentals and Business Rentals as provided for in Paragraph 1(b) of these Terms and that such compliance deposit fee is assessed and due at the time of payment of the rental fee. Renter further acknowledges and agrees that any refund of such compliance deposit fee shall be in the full and complete discretion of CCWA based upon the extent of Renter's compliance with the terms and conditions outlined herein during Renter's period of rental. Soley for purposes of illustration:

(a) The following circumstances will result in a full refund of a compliance deposit fee: At the conclusion of the period of rental, the Facility and grounds are left clean and completely undamaged, where all terms and conditions were followed during the period of rental.

(b) The following circumstances may result in a complete or partial non-refund of a compliance deposit fee based upon the severity of non-compliance with the terms and conditions: Failure to timely vacate the Facility at the conclusion of the rental hours; failure to remove, restack, or to otherwise return chairs or tables to storage spaces; floors left dirty or with markings; litter left in or on the grounds of the Facility; appliances left dirty and uncleaned; equipment, decorations, or other belongings left in facility; toilets, sinks, or other drains left clogged; balloons left on ceilings; loud music; exceeding the maximum capacity of individuals for the Facility; or other damage to the Facility or the grounds of Facility.

Renter moreover acknowledges and agrees that any non-refund of a compliance deposit fee shall not preclude other remedies at law for damage to the Facility or the grounds of Facility.

3. Renter will access the Facility using an access card. The access card to the Facility will be placed in the lock box located to the left of the front door of the Facility on the day of a Renter's rental. The code needed to unlock the lock box (and to retrieve the access card) will be issued to the Renter on the date of the rental. **Renter must return the access card to the lock box by the conclusion of the rental hours on the day of the rental.** Renter's failure to return the access card to the lock box by the conclusion of the rental hours on the day of rental will result in a \$15.00 charge to Renter and charged against Renter's compliance deposit fee, if applicable.

4. After use of the Facility and by the conclusion of the rental hours on the day of rental, Renter is responsible for returning the Facility to the condition in which it was delivered, including, but not limited to: (a) cleaning and returning all tables and chairs to the appropriate, designated storage rooms, (b) placing all trash in the CCWA-provided trash receptacles, (c) sweeping and mopping all floors, (d) rendering all counter tops and kitchen appliances clean, and (e) removing all of Renter's personal belongings and equipment.

5. Renter is prohibited from doing the following at the Facility: (1) using explosive devices, including fireworks, (2) possessing weapons, except where such possession is permitted under the law, (3) hunting, target shooting, or other discharging of firearms, except where otherwise permitted under the law, (4) using confetti or glitter, whether inside or outside of the community use building or elsewhere on the grounds of the Facility, (5) using artificial rose petals on the outside of the community use building, (6) littering, (7) playing loud music (where any music must be played at levels that will not be heard from outside the community use building), and (8) having any event, including, but not limited to, a music or other concert or party, where Renter intends to charge for admission.

6. Renter understands and acknowledges that the maximum capacity for the Facility is 50 individuals and agrees not to exceed such capacity.

7. Renter is required to provide the following liability insurance coverages and minimum coverage levels for the full rental period:

(a) General Liability: \$1 million (per occurrence)

(b) Aggregate General Liability: \$2 million

(c) Medical Payments: \$5,000.

Renter must submit an insurance certificate, and such insurance certificate must be approved by CCWA in writing, prior to the approval of a rental application and a rental being considered final. You may purchase this required coverage by clicking here: [Insurance Information](#).

8. Renter must not remove decorations or permanently set furniture of any kind that have been placed within the Facility by CCWA.

9. Renter affirms that Renter is over the age of 21 and acknowledges that CCWA does not rent the Facility to persons 21 years of age and under.

10: To cancel a rental of the Facility, Renter must provide written notice of such cancellation to CCWA no fewer than 60 days prior to the date of such rental to receive a refund of the amount paid for the rental.

11. To request a rescheduling of the rental of the Facility, Renter must submit such request to CCWA in writing. Renter acknowledges that there is a \$50.00 charge if the request is received less than 30 days prior to the date of such rental and a \$25.00 charge if the request is received 30 or more days prior to the date of such rental.

12. By use of the Facility or submission of a rental application, Renter hereby, to the fullest extent permitted by law, agrees to indemnify, defend, and hold harmless CCWA and its board members, directors, officers, officials, employees, agents, and legal representatives (collectively, the "CCWA Indemnitees") from and against any and all liabilities, demands, losses, damages, fines, penalties, costs or expenses, including, but not limited to, reasonable attorney's fees and costs or fines or penalties charged by any governmental entity, incurred by the CCWA or any CCWA Indemnitees as a result of or arising out of (i) the wrongful misconduct or negligence, including, but not limited to, fraud, of Renter or Renter's employees, agents, or representatives in Renter's use of the Facility or (ii) failure by Renter or Renter's employees, agents, or representatives to comply with all applicable federal, state, or local law, rule or regulation in connection with the use of the Facility. Renter expressly understands and agrees that any bond or insurance protection required by the terms and conditions herein, or otherwise provided by Renter, shall in no way limit the responsibility of Renter to indemnify, keep and hold harmless and defend CCWA or CCWA Indemnitees as provided herein. The obligations provided for under this paragraph shall survive the termination of the rental of the Facility.

13. Renter acknowledges that CCWA reserves the right to deny future rental use of CCWA property to any Renter or other persons who violate the terms and conditions provided herein.

If you have any questions or concerns prior to your event, you may email them to Smith_CUB@ccwa.us

If you have a problem with the facility during your rental period, please contact our On-Call Personnel at 678-614-1971