

City of Villa Rica

Lease Agreement for use of THE MILL Amphitheater

This lease agreement made and entered into on _____, by and between the
DATE OF AGREEMENT
 City of Villa Rica Main St. office herein referred to as "Lessor" and

_____ Representing _____, for the purpose
PERSON COMPANY/GROUP
 of _____, herein referred to as "Lessee", agrees to the following
EVENT/SCHEDULED USE

terms and conditions of this Lease Agreement as stated in this Contract.

Lessee will pay a security deposit of **\$200.00** unless otherwise stated, upon signing lease agreement, returnable upon inspection and approval by the Main Street Manager or their designee after the end of the rental. **PRICE DOES NOT INCLUDE SETUP OF TENTS, TABLES, CHAIRS, ETC.**

THE MILL amphitheater (CAPACITY 1200) Deposit <i>(security deposit is returned after event if no issues)</i>	\$300/4 hours max + \$200 Security	_____
Concession Stand (not stocked)	\$100	_____
Tents (10 x 10) (38 tents total)	\$25 each	_____
Chairs	\$1.00 each	_____
Tables	\$5.00 each	_____
Tables (8')	\$5 each	_____
Tables (6')	\$5 each	_____
Tables (60" round)	\$5 each	_____
Electricity for booth	\$15	_____
Barricades	\$10 each	_____

Additional Rental Costs

\$ _____

Due two weeks prior to event date

Personnel Fees:
Maintenance Supervisor \$35 per hour (4 hr. minimum) (large event requires 2 staff minimum-over 200 people)
Maintenance Technician \$30 per hour (4 hr. minimum)
Security \$40 per hour based upon type of event (over 200 people requires security)

Lessee shall pay the Lessor for any required Personnel fees unless otherwise directed by Lessor (City Manager). Lessor reserves the right to require that estimated Personnel fees be paid in advance

Date(s) of Facility Use: _____ Time(s) of Use: _____

\$200 Security Deposit Paid: _____ Date Paid: _____ Method of Payment (no credit card): _____

\$300 Rental Fee Paid: _____ Date _____ Method of Payment (credit card – call GDP): _____
Paid: _____

Lessee Mailing Address: _____

Lessee Phone Numbers: _____ (Wrk) _____ (Cell) _____ (Fax)

By their signature below, USER WILL INDEMNIFY owner of the property, the City of Villa Rica staff, customers and invitees and save them harmless from and against any and all claims, damages, actions, liability and expense in connection with loss of life, personal injury, and/or damage to property arising from or out of occupancy or use of the premises, or any part thereof, or any part of the City of Villa Rica property, or occasional wholly or in part by an act of omission of user, its agents, members or affiliates.

Lessee
Date
Staff Person
Date

THE MILL Amphitheater RULES AND REGULATIONS

- Prior to the acceptance of a lease for certain facilities, a statement of the activities planned or use intended, including a projected number of participants, adults present, a list or schedule of events must be presented in writing to Main St office.
- Signs and banners promoting the event shall be approved in writing by the Main Street office in advance and must be in accordance with all City of Villa Rica sign ordinances. Signs and banners shall be removed immediately following the event.
- LED signage application must be submitted to the Main Street Office for approval in order to promote event on THE MILL's marquee.
- Keys to facilities are issued once the deposit and rental fee is paid. Control of city-owned keys is the responsibility of the Lessee as signed on pg. 1. Keys shall be returned within two business days of the rental, or deposit will not be returned.
- Before a Lessee may obtain a lease agreement for any portion of the park facility, a **\$200 security deposit** must be received to protect the City of Villa Rica and its facilities against any damages that may occur. Once this deposit is received, **event will be placed on calendar.**
- Prior to any advertising for the event a rental fee (**\$300**) must be paid no later than **two weeks prior** to scheduled event.
- **This \$200 security deposit will be returned to the Lessee after the facility is inspected and deemed clean and acceptable. If the facility does not meet inspection criteria, the Main Street office will retain the full deposit, even if the repair or cleaning of the facility does not require the full amount.**
- Refunds available **ONLY** if cancellation is made **two weeks** before the rental date. Booking of facilities followed by a pattern of cancellations may result in loss of rental privileges for a period determined by the Main Street office.
- The Main Street Office reserves the right to cancel events or activities due to severe weather or when use may cause unnecessary damage to the facility. If the Main Street Office cancels the event due to severe weather or unforeseen emergencies, Lessee will be refunded any fees for that date or additional dates, *if applicable*.
- Parking at THE MILL Amphitheater is limited (130 spaces), and rental of this facility does not necessarily imply that parking will be available adjacent to this venue for all event-goers.
- Lessee/activity sponsors are liable for personal injury to participants and/or spectators. The Lessee must sign the **Hold Harmless Agreement**, and if deemed necessary, may be required to produce a liability insurance policy for participants and spectators, naming the City of Villa Rica as an additional insured.
- In case of an emergency, Lessee should call 911 for assistance.
- **10:00 pm** sound ordinance shall be adhered to, and facility will be closed no later than **11:00 pm**.
- Stage lighting shall be turned off at the conclusion of the event. Failure to do so will result in loss of deposit.
- The City of Villa Rica and the Main Street office as administrators of the facilities under their care are not responsible for the loss or theft of any personal items left by Lessees.
- The use of radios, amplified sound devices, musical instruments, etc. are strictly limited to volumes audible to the immediate area or amenity leased.
- The use of profanity, racial or personal slurs or other socially unacceptable behavior is prohibited.
- In certain instances, Lessor may require the presence of a staff member or an off-duty Villa Rica Police Department Officer at a function presented by Lessee. Salary for such staff person or for a Villa Rica officer will be paid by Lessee in addition to the cost of the lease agreement and security deposit and at an amount to be determined at lease signing.
- The use of pyrotechnics, candles, portable stoves, grills, sterno-type warmers, or other fire producing devices or materials are strictly prohibited on The MILL Amphitheater property without written permission from the Main Street office.
- Lessee is responsible for all permits as required by law or ordinance for business, tents, food vending, etc. All concessions are subject to Department of Health regulations relative to food service.
- Entrance fees (*gate fees*) are subject to approval by the Main Street Office and shall be for the immediate area only. Admission fees shall not be charged to general park users without prior written permission of the Main Street office.
- At Management's discretion, a \$300 damage deposit may be required for social events. If all rules and regulations are followed and there are no damages to the facility, the \$300 will be returned to you by check within 14 days of the event.

APPENDIX A

ALLOWED:

- Food and non-alcoholic beverages
- Small coolers (6-drink capacity)
- Flameless candles
- Lawn chairs (low profile)
- Blankets (please be courteous of space)
- Purses, bags and backpacks: *May be subject to search by security personnel prior to entering The MILL Amphitheater.*

PROHIBITED:

- Smoking is not permitted at The MILL Amphitheater-there is designated smoking areas, look for “Smoking Area” signs. Violation of this policy may result in expulsion from The MILL Amphitheater. Smoking is strictly prohibited in all seating areas including the pit and lawn areas. This includes electronic/vapor cigarettes.
- Illegal drugs/substances
- No alcoholic beverages can be brought in
- No PETS of any kind (only registered working animals are permitted)
- Tents or staking
- Umbrellas
- Glass containers
- *No weapons of any kind except as may be permitted by the general laws of the State of Georgia*
- No skateboards

GUEST CONDUCT:

- Guests are expected to behave respectfully and in accordance with venue policy, state and local laws. Any guest that is acting in a manner that venue management deems unsafe can be subject to eviction. If a guest violates a state or local law they will be subject to any tickets or punishment deemed necessary by local law enforcement.

EVENT LISTINGS:

- A complete list of events can be found on www.downtownvillarica.com
- Villa Rica Main Street and The MILL Amphitheater Facebook pages.

LAWN SEATING:

- The lawn is always first come, first serve. There are no assigned seats on the lawn, unless reserved seating is available.

X _____
Signature of Lessee agrees, by their signature to rules and regulations

Date

Provide copy of driver's license.

Restroom Lock Box Code: