



DOWNTOWN DEVELOPMENT AUTHORITY (DDA)

APPLICATION AND USAGE AGREEMENT

FOR CIVIC CENTER AT THE DEPOT¹

310 Railroad Street, Royston Georgia 30662

This Usage Agreement is entered into on this _____ day of _____, 20____ by _____, hereinafter referred to as USER, whose address is _____ and DDA, hereinafter referred to as DDA, whose address is _____.

THE PARTIES AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

1. The Usage of Depot shall be governed by the DDA's Policies and Procedures which are incorporated herein by this reference as if fully set forth herein. In the situation there is a conflict between this Agreement and the Policies and Procedures, the Agreement shall govern.

2. The USER shall post a security deposit in the amount of **\$100.00²** made payable to Royston DDA. The deposit will be refunded if the facility is left in a clean state, no damages occur, all conditions of this agreement are fulfilled, and all terms of the Policies and Procedures are satisfied. The deposit shall be due and payable at time of reservation and signature of Agreement.

3. In consideration of the sum of **\$250.00³**, and the covenants of USER hereinafter set forth, the DDA agrees to permit USER the use of the Civic Center at the Depot on _____, 20____, between the hours of 8 a.m. and 11 p.m. for the following use:

A. NAME OF THE EVENT: _____

B. BRIEF DESCRIPTION OF THE EVENT: _____

C. ESTIMATED NUMBER OF ATTENDEES: _____

The USER hereby covenants and agrees as follows:

¹ Subject to update.

² Subject to change by City Council.

³ Subject to change by City Council.

1. USER shall be fully responsible for equipment, furnishings, fixtures, and other articles located in the Civic Center at the Depot during the use period.
2. USER shall pay any repair or replacement cost of any equipment or other articles if damaged or missing, or if physical building itself is damaged or defaced as set forth in the Policies and Procedures.
3. USER shall return the Civic Center at the Depot premises to a clean, orderly and same condition after use. The areas include but are not limited to all common areas, kitchen and restrooms. All lighting must be turned off, all faucets turned off, and thermostats returned to original settings. If not complete, deposit subject to forfeit.
4. No USER, attendee or guest using the facility shall allow the use of tobacco products, alcoholic beverages, drugs, or controlled substances on the premises.
5. USER SHALL NOT PERMIT ALCOHOLIC BEVERAGES in the Civic Center at the Depot, in the parking areas or on the property whereon the structure is located.
6. USER shall provide adult supervision for teenagers and children at all times while using the Civic Center at the Depot.
7. The USER hereby releases the City of Royston, the DDA and any other associated entity, persons or officials from any claims for injury of damages to person or property which may arise out of its use and during the period of use. Further USER agrees to indemnify and hold harmless the City of Royston, the DDA and any other associated entity, persons or officials from and against all claims for injury or damage to person or property arising out of the USER's use of the Civic Center at the Depot and against all expenses incurred by the City of Royston the DDA and any other associated entity, persons or officials with respect thereto, including reasonable attorney's fees and court cost.
8. USER understands and agrees that the Civic Center at the Depot will be randomly monitored by designees of the City of Royston staff and the City of Royston Police Department. Officers of the City of Royston Police Department are authorized to demand immediate evacuation of the building if any of the covenants of this agreement or the Policies and Procedures are violated which include but are not limited to disorderly conduct.
9. In the situation the City or DDA designee deems appropriate based on activities, the USER may be required to obtain at USER's expense, General Liability Insurance in the amount of \$_____ to provide coverage for all phases of use (including but not limited to set-up, clean up and take down). If required, a certificate of insurance must be provided to the City or DDA designee prior to occupying the Civic Center at the Depot for each and every phase of the scheduled Event. The certificate of insurance must name the DDA as additional insured.
10. Facility is ADA compliant; therefore, usage shall comply with all ADA guidelines.
11. USER WILL FORFEIT DEPOSIT IF KEY IS NOT RETURNED ON THE NEXT BUSINESS DAY AFTER USE. (WEEKENDS ARE NOT CONSIDERED BUSINESS DAYS.)
12. USER, HAS READ, UNDERSTANDS, ACCEPTS BY SIGNATURE THE TERMS OF THIS AGREEMENT AS WELL AS ACKNOWLEDGES AND ACCEPTS BY SIGNATURE THE RECEIPT OF THE POLICES AND PROCEDURES. USER

FURTHER UNDERSTANDS AND AGREES THAT BY SIGNING THIS AGREEMENT, ALL THE POLICES AND PROCEDURES ARE SPECIFICALLY INCORPORATED HEREIN AND ENFORCEABLE BY INCORPORATION OF SAME.

City of Royston Downtown
Development Authority

BY: _____

TITLE: _____

KEY# _____

RETURNED KEY ON# _____

USER Signature

USER Printed Name

Address

City, State

Phone