



## Facility Event Space Rental Agreement

This contract for the rental of the **GEM Theatre** is made this day, January 11, 2021, by and between the **Management of the GEM Theatre**, hereafter referred to as the Owner, and **Gordon County Board of Commissioners**, hereafter referred to as the Renter.

Whereas, the Renter desires to temporarily rent, occupy, and make use of the Owner's venue, located at **114 N. Wall Street and known as the GEM Theatre**, and

Whereas, the Owner agrees to such rental, occupation, and use in consideration of certain payments and covenants herein enumerated;

Now, therefore, the parties agree to the following terms and conditions:

1. The Renter shall pay to the Owner the sum of \$200 per day for use no later than 30 days after rental date. In addition, the renter will clean after each rental at their own costs. Of this amount, \$0 is a non-refundable deposit that will be applied to rental charges upon final settlement of accounts.
2. The Renter shall have access to and use of the venue from 8:00 a.m. to 5:00 pm on days that are scheduled by the Gordon County Superior Court and have been presented and approved by the GEM Theater for the purpose of hosting the Renter's need for additional courtroom space.
3. Renter shall remove all personal property and other items that were not present in the venue when Renter took control of it. Anything left over 24 hours becomes the property of the GEM Theatre and can be used or disposed of as the theatre's management sees fit. This clause can be waived at manager's discretion if agreed upon before the rental. Per an agreement with the GEM Theatre's Director, the Gordon County Board of Commissioners may leave audio and video equipment, tables and chairs, and other court equipment as needed. However, the GEM Theatre will not be liable for or responsible for any county owned equipment that is lost or stolen while being stored at the GEM during this contractual agreement.
4. Upon Renter's completion of event and before settlement, the Owner shall deduct any amounts deemed necessary to repair damages inflicted upon the venue by Renter and/or Renter's associates, guests, invitees, contractors, and all other persons whatsoever who enter the venue during the rental period, whether or not such persons did so with Renter's knowledge or consent. If there is no settlement for the rental, damages will be detailed and billed in a separate invoice.

5. In the event that Renter fails to pay the balance due within the time period agreed upon in this contract, interest shall accrue upon the unpaid balance at the rate of 20% per year until it is paid. Renter shall also be liable to owner for any legal fees, court costs, and other expenses associated with collection.

6. Renter will be liable for any physical damages that Owner may incur as a consequence of the actions of Renter or any of Renter's guests while Renter is in control of the venue.

7. Any disputes arising under this contract shall be adjudicated in the Owner's local jurisdiction, which is located in the city and county of Calhoun, Gordon County, Georgia.

In witness of their understanding of and agreement to the terms and conditions herein contained, the parties affix their signatures below.

<b>Renter's Signature, date</b>	Manager's Signature, date <i>Kimberly Brazell 1/15/2021</i>
<b>Printed Name</b> Becky Hood, Gordon County Board of Commissioners Chair	Printed Name Kim Brazell GEM Theatre Manager & Marketing Director
<b>Address</b> 201 N Wall Street	Address 114 N. Wall Street
<b>City, State, Zip Code</b> Calhoun, GA 30701	City, State, Zip Code Calhoun, GA 30701