

**ATHENS-CLARKE COUNTY
APPLICATION FOR USE OF GOVERNMENT FACILITY**

PURPOSE OF USE: _____

DATE(S) BEGINNING (DATE & TIME): _____

ENDING (DATE & TIME): _____

NAME OF USER OR OFFICIAL CONTACT FOR USER: _____

MAILING ADDRESS: _____

TELEPHONE (DAY): _____ (EVENING): _____

FACILITY REQUESTED (IF KNOWN): _____

BRIEF DESCRIPTION OF ACTIVITY: _____

NUMBER OF PARTICIPANTS: _____

WILL YOUR USE REQUIRE ANY OF THE FOLLOWING:

SECURITY (EXPLAIN): _____

PARKING (EXPLAIN): _____

UTILITIES (EXPLAIN): _____

ACCESSIBILITY TO DISABLED PERSONS (EXPLAIN): _____

IS YOUR ACTIVITY FOR FUND RAISING PURPOSES? (EXPLAIN): _____

OTHER DESCRIPTION/NEEDS (SPECIAL NEEDS): _____

SIGNATURE OF APPLICANT: _____

DATE: _____

APPLICATION APPROVED BY: _____
FACILITIES COORDINATOR

DATE: _____

ATHENS-CLARKE COUNTY

USE OF GOVERNMENT FACILITIES

STATEMENT OF AGREEMENT

This Agreement, made and entered into this the ____ day of _____, 20____, by and between the Unified Government of Athens-Clarke County, Georgia (hereinafter referred to as "A-CC") and _____ (hereinafter referred to as the "Sponsor").

Whereas the Sponsor desires to utilize and/or occupy the facility of A-CC known as _____
_____ and located at _____
_____ for the period beginning the ____ day of _____, 20____ at ____
____ (a.m./p.m.) and ending the ____ day of _____, 20____ at ____ (a.m./p.m.); Now therefore, for
and in consideration of the mutual agreements between the parties hereinafter contained, and for other
good and valuable consideration, the parties hereto do agree as follows:

1.

A-CC agrees to allow the Sponsor to use said A-CC facility for the purpose(s) of _____

_____.

2.

For the purposes of this agreement, the contact person for the Sponsor shall be _____ whose
phone # and address is _____. The contact
for A-CC shall be _____ whose phone # and address is _____
_____.

3.

Sponsor agrees to pay all applicable fees and deposits as described in the attached Fee and Deposit schedules.

4.

Sponsor agrees to prohibit the conduct of illegal activities on the premises of the facility during the period of this agreement. Sponsor agrees to maintain orderly conduct and promote proper and lawful use of the facility/property. Failure on behalf of the Sponsor to abide by the laws of the State of Georgia and Ordinances of A-CC may result in this Agreement being voided immediately and the Sponsor being required to leave the premises upon immediate notice by A-CC.

5.

The Sponsor agrees to pay for all repairs resulting from any damage to the premises during this agreement period.

6.

Sponsor agrees to comply with all requirements of A-CC Policies and Procedures for the Use of Government Facilities as attached and made a part of this Agreement.

7.

Sponsor agrees to indemnify, protect, and hold harmless A-CC, its officers, officials, employees, agents, and servants from any and all claims, demands, actions, suits, damages, loss and expenses of whatever kind or nature to any person or to any property arising out of or in connection with the Agreement herein for the utilization of said facility and to pay for any costs associated with the above resulting from the use of the facility by the Sponsor.

8.

Other: _____

AGREED:

Name of Sponsor

BY: _____

BY: _____

Facilities Coordinator

DATE: _____

DATE: _____

II. CONDITIONS: Other Facilities (those not normally available for public use) are available for use as long as such use does not infringe upon the use of the facility for which it was originally intended, as long as such use is lawful, and as long as all applicable rules, regulations, and policies are followed (including those applied at the department level). For those facilities under the control of LS, specific rules and regulations may apply to different facilities and the user shall abide by those rules and regulations as will be attached and made a part of the agreement. Following are some general conditions that apply to the use of all facilities:

- A. **Applications/Fees/Deposits:** An application form shall be provided for the public when requesting use of a facility. Fees shall be required on all facilities to cover miscellaneous charges incurred by A-CC. An application fee is required for Other Facilities to cover charges incurred by A-CC staff to process applications including pre and post inspections. Application processing costs are incorporated into the rates for LS. Deposits may be required on some facilities to cover expenses incurred by A-CC. Events held in Other Facilities may be sponsored by employees, Commissioners, or other elected or appointed officials which, given that the sponsor must be present during the event, would allow deposits to be reduced 50%. No reduced rates are allowed for LS facilities. When used for government purposes by departments, elected officials, and employees, fees & deposits shall not be required for any facility. Fees and deposits for the use of these facilities are set forth in the Code of A-CC as attached hereto as a reference.
- B. **Insurance:** Comprehensive liability insurance **may** be required as determined by the Risk Management Division of A-CC on a case-by-case basis. Where required, the user shall buy and maintain insurance coverage as specified by A-CC throughout the duration of occupancy and shall name A-CC as co-insured and shall indemnify and hold harmless A-CC from all claims arising out of the use of the facility.
- C. **Security:** Security officers, police officers, and guards, when required and determined by the A-CC Police Department, must be provided by the user at no cost to A-CC.
- D. **Keys:** Some facilities may require the presence of an A-CC employee to unlock/lock the facility before and after use. In those cases, a fee is required to compensate for such time spent by employees.
- E. **Parking:** Parking facilities required by the user are not the responsibility of A-CC. Users must abide by all parking ordinances, rules, and regulations governing such

parking.

- F. Solid Waste: Users shall at all times be required to keep the facility in a clean and sanitary condition and shall pay for the cost of such clean-up.
- G. Utilities: Utility costs for LS is incorporated into their rates. Utility costs for Other Facilities are based on an hourly rate for after hours use.
- H. Alcohol: The use of alcoholic beverages is prohibited in all facilities owned and operated by A-CC except the Lyndon House Arts Center may allow alcohol sales on their premises only by caterers licensed pursuant to the provisions of the Code of A-CC Sections 6-3-1 et seq. and O.C.G.A Sections 3-11-1 et seq.
- I. Revenue Generating: Use of an A-CC facility for fund raising purposes shall be limited to non-profit organizations or individuals whose purpose is to provide funds for a worthy cause as determined by the Coordinators. The facilities shall not be used for the purpose of personal profit or gain. Functions sponsored by A-CC shall be exempt from this policy (craft shows, jazz festivals, and other special events).
- J. ADA Requirements: Federal law requires that facilities made available for public use shall comply with the Americans with Disabilities Act (ADA). Whereas A-CC is underway with efforts to comply, not all facilities are fully accessible at this time. Those facilities which are in compliance with the ADA shall be so noted on the Facilities Inventory.
- K. Smoking: Smoking and use of tobacco products are prohibited in all A-CC facilities. Violations of this ordinance may result in fines and the prohibition of further use of A-CC facilities.
- L. Notice Period: Users are required to give A-CC adequate notice (no less than 5 working days) of their intentions to request the use of a facility. Applications will not be received earlier than thirty (30) days in advance. Notice is required to ensure that the facility will be available and all necessary arrangements and conditions of the Agreement can be met.
- M. Violation of Policy: Any violation of any part or parts of these policies and procedures by a user may result in prohibition of further uses of A-CC facilities.