

Rental Payment \$425.00 \_\_\_\_\_

Deposit Payment \$100.00 \_\_\_\_\_

## Orange Hall – Rental Agreement

### RENTAL RATES

- Front Porch and Grounds are available at a total fee of \$425.00 from 10 a.m. – 10 p.m.
- An additional \$100.00 deposit is required with completed contract to secure a date.
- (\$100.00 deposit is refundable if property is left in good condition as outlined in agreement.)

No kitchen is available at Orange Hall. The Presbyterian Church, located directly across the street, has a kitchen available for rental. Contact them directly for availability and pricing.

### TERMS & CONDITIONS

#### A. Rental Application Process and General Requirements

1. A potential renter should contact the St. Marys Convention & Visitors Bureau at 912.882.4000 to discuss the event and to confirm preliminary availability.
2. Renter then completes and submits the Rental Contract, which consists of the Rental Contract form and this Rental Agreement document. Completed contract forms, must include the \$100.00 deposit. The remaining \$425.00 is due 60 days prior to the event date.
3. All rentals are on a first-come, first-served basis as determined by the completed contract process.
4. Orange Hall’s front porch and grounds are available for rental from 10:00 a.m. to 10:00 p.m. seven days a week pending availability.
5. Rental fees are to cover use of front porch, grounds, and use of existing outdoor power outlet only. All set-up and clean-up are the responsibility of the renter.
6. An Orange Hall staff person will be on-site during the regularly scheduled museum hours only. The staff person has the obligation to terminate any function where damage, disturbance and/or violations of the rental contract are evident (with accompanying loss of damage deposit).
7. There is NO parking and NO driving on the grass/lawn for ANY reason. Orange Hall has septic lines that run very close to the surface in the side yard. We do not want to have an event ruined or damage to the facility caused by someone parking/driving on the lawn. Renter and wedding contractors (caterers, DJ’s, florists, photographers, etc.) can park on Conyers Street or Osborne Street to unload or pick up equipment. There are NO exceptions.
8. All tents that are to be erected at Orange Hall property must be fire-retardant and installed by a professional equipment rental company or caterer.
9. All booked rentals must be cancelled at least 60 days prior to the function. Cancellations made after the specified time will result in the loss of the entire rental fee.
10. Any change in the date, time or location of the event must be done in person by the renter at the St. Marys Convention & Visitors Bureau and be consistent with the above cancellation lead times. Orange Hall makes no warranty and is under no obligation to accommodate any requested change. All approved changes must be added as an amendment to the rental contract and initialed both by the renter and an authorized Orange Hall representative.
11. Renter is responsible for any damages that occur to Orange Hall, its grounds or any of its contents during rental, including acts of guests, invitees and vendors (caterers, DJ’s, florists, photographers, etc.). Any damage that exceeds the damage deposit will be charged to the renter.
12. Orange Hall cannot assure responsibility for personal or rental property brought onto the premises. Renter or renter’s agents are responsible for removal of all items brought in during the event.

I have read the rental conditions and agree to abide by the rental rules of Orange Hall  
\_\_\_\_\_ Initial \_\_\_\_\_ Date

## B. Food and Beverage Provisions

1. For events serving food and drink, the use of a professional caterer is recommended. The renter is responsible for all actions of his/her caterer and will inform caterer of the terms and conditions concerning the use of Orange Hall.
2. Guests must be 21 or older to consume alcoholic beverages. Only those 21 and older may serve drinks at any event. Underage drinking and bartending will not be permitted on the premises. Only a caterer with a current liquor license can sell alcoholic beverages. Checking of ID cards is strongly encouraged.
3. Public acts of drunkenness will not be accepted nor tolerated. It is the responsibility of renter and caterer to ensure that guests do not reach that state of drunkenness. The City of St. Marys and the staff at Orange Hall are not responsible for guest's consumption of neither alcohol nor the effects afterwards.

## C. Decorations and Safety

1. NO open flames are allowed in the building or on the porches of Orange Hall by order of the Fire Marshall. Sterno may be used in food warmers under constant supervision.
2. NO use of candles, including votive candles, is allowed.
3. All decorations are the responsibility of the renter. Nothing may be nailed, stapled, or taped to any of the walls, ceilings, or floors at Orange Hall. Ladders and other items that may scratch or damage floors must be felted or padded while in use. All persons using ladders and any other implements or equipment that can cause personal injury do so at their own risk.
4. Orange Hall is a smoke-free facility. Smoking must be confined to the outside areas and discarded cigarettes/cigars placed in proper containers. Smoking areas are limited to twenty-five (25) feet AWAY from the Orange Hall building. Smoking on the porches is strictly prohibited. Failure to clean up discarded smoking items, including cigarette butts, will lead to loss of some or all of the damage deposit.

## D. Miscellaneous Conditions

1. No birdseed, confetti, rice, or artificial petals may be thrown at Orange Hall. "Live" petals or bubbles may be used outside the building. The picking up of "live" petals after the event is the responsibility of the renter.
2. Renter is responsible for all clean up of Orange Hall. Renter or renter's agents will see that all garbage is placed in the city garbage containers and rolled to the Conyers Street curb immediately after the function. If more than two containers full of garbage are created, the renter must remove the excess from the premises. If any trash bags are left outside the trashcan container or facility clean-up is not satisfactory the damage deposit will automatically be forfeited.
3. Renter is responsible for ensuring that the post-event condition of Orange Hall meets the pre-event condition.

I have read the rental conditions and agree to abide by the rental rules of Orange Hall  
\_\_\_\_\_ Initial \_\_\_\_\_ Date

4. Dancing is restricted to the grounds of Orange Hall. Amplified music is permitted outside Orange Hall. Music of all types must cease by 10:00 p.m. in compliance with the city noise ordinance of St. Marys.
5. Renter must supply all equipment and supplies necessary for the event, including such items as glassware, dishes, cutlery, tablecloths, trashcan liners, brooms, paper towels and detergents. Rented equipment, including tables and chairs, must be delivered between 10 a.m. – 2 p.m. Pick up should be made immediately after the event, if possible, but in all cases by 10 a.m. the day following the event. Any rental equipment or other event items and supplies left on the premises after the event must be stored under the back porch outside the building. Orange Hall is not responsible for any property left after the event, regardless of its location.
6. Requests for pre-event photographs, videos, and/or rehearsal times (except on day of rental) must be approved and all such access must be scheduled in advance. Orange Hall makes no commitment that the desired facility and access will be available at the requested time. If the facility is available, a maximum of one hour will be allowed for the activity. A fee of \$50.00 per hour will be charged to those who wish to have wedding pictures taken after Orange Hall’s regular hours of operation and is based on staff availability.
7. Uses of restroom facilities during an event are restricted to the outside facilities for all rentals. Public urination will not be tolerated. If witnessed, local law enforcement will be called.
8. Orange Hall, a historic home, may have maintenance and restoration deferred due to budget or time constraints. Orange Hall is rented in an “as-is” and “where-is” condition and may have peeling paint and other maintenance issues at the time of the event.
9. If maintenance or restoration issues require the cancellation of a scheduled event at Orange Hall, in order to conduct such maintenance or restoration, renter will be notified within 30 days of project notification and all monies will be refunded.

I have read the Orange Hall guidelines. I understand what is expected and will comply with those standards set forth by the City of St. Marys.

Renter: (Print Name):		Witnessed By Authorized Agent of Orange Hall, St. Marys Convention & Visitors Bureau (Print Name):	
Renter Signature:		Staff Signature:	
Date:		Date:	

**\*\*\*IMPORTANT REMINDERS\*\*\***

- Rental Fee is \$425 plus a \$100 security deposit. The deposit is refundable.
- Staff is NOT responsible for cleanup of the grounds after an event. Clean-up is the responsibility of the renter or the hired caterer/contractor. Failure to do so will result in loss of damage deposit.
- No smoking within 25 feet of Orange Hall grounds or on the porches.
- NO open flames are allowed on Orange Hall grounds (except sterno under constant supervision).
- NO parking/driving on the lawn for ANY reason. This includes DJ’s, caterers, equipment set-up, etc.
- Outdoor music must cease at 10:00 p.m. in compliance with the city of St. Marys noise ordinance.
- If more than two containers full of garbage are created, the renter must remove the excess from the premises. Failure to do so will result in forfeiture of the damage deposit.
- The renter is responsible for any damage that occurs to the Orange Hall Museum property.

I have read the rental conditions and agree to abide by the rental rules of Orange Hall  
 \_\_\_\_\_ Initial \_\_\_\_\_ Date

**ORANGE HALL RENTAL CONTRACT**

For Office Use  
Only

Note: All renter and contact information must be current. Renter agrees to update changes as they occur.

Date of Event \_\_\_\_\_

Renter \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Phone (H) \_\_\_\_\_ (Work) \_\_\_\_\_ (Cell) \_\_\_\_\_

E-mail \_\_\_\_\_

Alternate Contact Name \_\_\_\_\_ Phone \_\_\_\_\_

Caterer's Name \_\_\_\_\_ Phone \_\_\_\_\_

Rental Company \_\_\_\_\_ Phone \_\_\_\_\_

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By this agreement and for and in consideration of the sum stated below, and other good and valuable consideration, the receipt of which is hereby acknowledged, The City of St. Marys hereby grants to the right to the use of Orange Hall front porch and grounds to:

Renter: \_\_\_\_\_  
Event Type: \_\_\_\_\_  
Date of Event: \_\_\_\_\_  
Hours of Event: \_\_\_\_\_

Renter agrees to pay the stated fees as follows:

- A. Renter must pay a deposit of \$100.00 at the time the signed rental contract is submitted. The deposit, is in ADDITION to the \$425.00 rental fee, and will be refunded in full within 30 days following the event unless there is damage to Orange Hall, its grounds, furnishings, or contents; Orange Hall is left in an unsatisfactory condition; or excess trash, above what fits in two containers is left behind. Renter will be liable for all damages to Orange Hall, including its grounds, furnishings, and contents.
- B. Final payment of total rental fee is required 60 days prior to the event date.
- C. The rental payment is refundable if cancellation occurs at least 60 days prior to an event; otherwise, this fee is non-refundable.

This contract is contingent upon payments being received in accordance with the schedule outlined in paragraphs A. and B. All rentals are first-come, first-served based on completed contract. Renter further agrees to comply with all regulations for the use of Orange Hall as set forth in this document and the Rental Agreement, which is attached hereto and is incorporated and made a part of the contract. Renter agrees that payment obligations under the rental contact are binding upon renter and his/her heirs, successors or assigns.

I have read the rental conditions and agree to abide by the rental rules of Orange Hall  
\_\_\_\_\_ Initial \_\_\_\_\_ Date

Renter further agrees to and hereby does indemnify and forever hold harmless the City of St. Marys and the St. Marys Convention & Visitors Bureau, along with their agents, contractors, employees, trustees and officers, from and against and in respect to any and all demands, claims, causes of action, judgments, fines, penalties, damages (including consequential damages), liabilities, losses and expenses (including reasonable attorney's fees and costs of litigation) arising from or incurred in connection with: (I) the use or occupancy of Orange Hall or any portion thereof by Renter or any of Renter's agents, employees, representatives, guests and attendees; (ii) any acts, omissions or negligence of Renter or any of Renter's agents, employees, representatives, guests and attendees; or (iii) any breach or violation of this Rental Agreement by Renter or any of Renter's agents, employees, representatives, guests and attendees.

The City of St. Marys warrants that it will perform its obligations to the Renter to the best of its ability. However, it is understood by all parties and agreed that the City of St. Marys and the St. Marys Convention & Visitors Bureau shall not be held liable for non-performance resulting from occurrences beyond its control. Renter acknowledges and agrees that Renter is encouraged to examine and inspect Orange Hall and its grounds to assess condition, suitability and fitness for Renter's permitted use. Accordingly, Renter acknowledges and agrees that the City of St. Marys & the St. Marys Convention & Visitors Bureau makes no express or implied warranties of any kind or nature whatsoever, including, without limitation, any express or implied warranties of suitability or fitness of Orange Hall or its grounds for any particular use, purpose or function.

The right to use Orange Hall granted hereby is expressly granted on an "as-is" and "where-is" basis only. Authorized representatives of City of St. Marys will inspect Orange Hall, its grounds, furnishings and contents within 12 hours prior to the Renter's event, or sooner, if another renter is scheduled, in order to assess condition. The City of St. Marys determination of conditions warranting withholding of part or all of the damage deposit is exclusive and final. Renter further acknowledges that the relationship between the parties is not that between "landlord and tenant" as contemplated under Georgia law. Both parties understand and agree that no verbal agreement of any kind shall serve to contradict the written stipulations of the contracted agreements. There are no other warranties or representations that extend beyond the signed contract and attachments. Both parties further agree that the agreements remain in full force and effect unless both parties consent to vary, alter or negate the agreements, and it has been duly signed and acknowledged by the respective parties. Time is of the essence with respect to all terms, covenants and conditions of this Contract.

The Terms, covenants and conditions are governed by, and shall be construed, interpreted and enforced in accordance with the laws of the State of Georgia. This Rental Contract, with attachments, shall become a binding Rental Contract on the date of acceptance by the City of St. Marys and the payment of the rental payment described in Sections (a) and (b). Payment is to be made in cash or check made payable to the City of St. Marys.

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**Rental Payment \$425.00 \_\_\_\_\_**  
**Deposit Payment \$100.00 \_\_\_\_\_**  
**(\$100.00 deposit is due at contract signature. Final payment is due 60 days prior to event date.)**

Payment by: **Cash \_\_\_\_\_** or **Check (payable to City of St. Marys) \_\_\_\_\_**  
**Check # \_\_\_\_\_**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
(Orange Hall Authorized Agent)

Renter Name: \_\_\_\_\_ Date: \_\_\_\_\_  
Renter Signature: \_\_\_\_\_