



City of Atlanta Facility Rental Agreement

1. GENERAL CONDITIONS

The City of Atlanta (hereinafter “City”) hereby agrees to rent to _____, the undersigned renter, (hereinafter “Renter”), the specified facility within Atlanta City Facilities subject to the following terms and conditions.

2. CONTENTS

This Facilities Rental Agreement (hereinafter “Agreement”) represents the entire agreement between the parties for the rental and use of Atlanta City Facilities. No statement, representation of other promise, direct or implies, shall be enforceable unless in writing and executed by both parties. Any document or provision inapplicable to this Agreement shall be crossed out and initialed by the parties.

3. SPACE RENTED

Subject to the terms of this Agreement and availability, Renter shall have the right to use the following Atlanta City Facilities, (hereinafter “Facilities”), for the uses, capacity and fees indicated, and on the days and times listed below.

a. Permitted Events

Use of City Facilities includes use of tables, chairs, and a podium/microphone. The events that are permitted, but not limited to, are as follows:

- Wedding Ceremonies
- Anniversary/ Birthday parties
- Receptions
- Meetings
- Conferences
- Non-profit Events

b. Facilities Available

The Old Council Chamber

3,313 sq. ft.

Atlanta City Hall Tower

68 Mitchell Street

Capacity: 200 standing/
200 seated

Usage Fee: \$1500 (6 hours) OR
\$300 Hourly Rate*

City Hall Atrium

3,283 sq. ft.

Atlanta City Hall

55 Trinity Avenue

Capacity: 500 standing/
200 seated

Usage Fee: \$2500 (6 hours) OR
\$500 Hourly Rate*



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Spaces to be added to Atrium Rental only:

City Hall Atrium Walkway (Level 2) 7,130 sq. ft. Atlanta City Hall 55 Trinity Avenue Capacity: 100 standing 50 seated Usage Fee: \$450	City Hall Atrium Walkway (Level 3) 6,829 sq. ft. Atlanta City Hall 55 Trinity Avenue Capacity: 100standing 50 seated Usage Fee: \$450
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City Hall East Garden

Atlanta City Hall
55 Trinity Avenue
Usage Fee: \$400

City Hall West Garden

Atlanta City Hall
55 Trinity Avenue
Usage Fee: \$400

Roof Top Garden

Atlanta City Hall
55 Trinity Avenue
Capacity: 26 Standing/
24 Seated
Usage Fee: \$600

Roof Top Garden and Dining Area

Atlanta City Hall
55 Trinity Avenue
Capacity: 226 Standing/
124 Seated
Usage Fee: \$900

*Spaces must be rented for a minimum of two (2) hours

c. Event Equipment

The City provides two (2) types of chairs, as a part of the special events rental package:

Chairs

- White padded top and bottom folding chair (200 each)
- Silver Aluminum Chiavari with Off White Tufted Cushions (200)

Tables

- 15 each – 8-foot folding tables
- 20 each - 6-foot folding tables
- 25 each- 60 inches round tables

Pipe and Drapes

Black - \$100 usage fee

Silver - \$100 usage fee

A/V Usage

Atrium Monitor - \$100 usage fee



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Please note: all chairs and tables are provided to the Renter "as is". The City does not provide any other chairs or tables. In the event the Renter wishes to provide other chairs or tables, it is the responsibility of the Renter to obtain permission of the DEAM, prior to the event. Failure to do so will result in denial of the chairs and tables.

In the event the renter damages any of the chairs and tables, the renter will pay for all damages. _____
(Initials)

d. Electric Cords

The Renter is responsible for all electrical cords and cable associated with the electrical components, i.e., light, DJ set-up, etc.

e. Podium and Microphones

As a part of the rental package, the City will provide a podium. Any additional microphone requirements are the responsibility of the Renter.

f. Event Times

Renters have access to the facility for a period not to exceed six (6) hours. Available event rental times are set forth below.

Please note: In the event the Renter modifies his/her original start-up time of the event, it is the responsibility of the Renter to inform the Special Events Assistant, 24 hours prior to the event. The same applies to the Renter's catering services. Failure to comply will delay the entry of the Renter and/or catering. _____

(Initials)

In the event the Renter wishes to change his/her entry time; the Renter is to contact the Special Events Assistant for assistance. _____

(Initials)

In an emergency, please reach out to the City's security officers for immediate assistance.

- **Monday through Thursday**
6:00 p.m. - 10:00 p.m.
- **Friday**
6:00 p.m. – 12:00 a.m.
- **Saturday**
8:00 a.m. - 12:00 a.m.



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4. THE DEPARTMENT OF ENTERPRISE ASSET MANAGEMENT

To ensure the safety, security, and success of the rental; the Department of Enterprise Asset Management (DEAM) will provide a Special Events Administrator, who will navigate the rental agreement, between the Renter and the City from start to finish.

Also included in the rental agreement is janitorial service, which will manage, monitor, and ensure the cleanliness of the restrooms, assist with removal event trash, and assist with the set-up and break-down of the event table and chairs.

5. RESERVATIONS

Reservations are made on a first come-first served basis. Facilities are reserved only upon payment of fifty percent (50%) of the applicable Usage Fee and execution of Agreement by both parties. In the event payment is made and the Agreement has not been signed, the event date(s) will remain available for other events.

6. INSURANCE

Renter must purchase special event liability insurance from the City's Risk Management Department for a sum of \$100. It will include general liability insurance reflecting Property Damage and Bodily Injury combined single limit coverage in the amount of **\$300,000.00** and will include the City of Atlanta as an additional named insured. In the event alcohol is served at the event, Renter shall add to their special event liability insurance and endorsement for host liquor liability. Renter shall obtain the certificate(s) prior to the event and furnish them to the City at the time of the execution of this Agreement. **In no case shall the space be available without proper insurance coverage and the City reserves the right to refuse to give the Renter and Renter's guest access to the reserved Facilities on the scheduled date of the receipt of proper evidence of insurance coverage has not been provided to the City.** _____

(Initials)

7. DEPOSIT, PAYMENT, CANCELLATION AND REFUNDS:

a. Payment

Renter shall pay fifty percent (50%) of the applicable Usage Fee as a deposit at the time of execution of this Agreement and the balance is due thirty (30) days prior to the event. If the agreement is executed within thirty (30) days of the event, one hundred percent (100%) of the rent shall be submitted as a deposit at the time of execution of this Agreement.



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b. Forms of Payments Accepted

The City accepts the following forms of payments: (1) Cashier’s Checks; (2) Money Orders; (3) Master Card or Visa. All payments are collected at the Department of Finance window located at 55 Trinity Street, Atlanta, GA, 30303 on the 1st Floor.

c. Cancellation Fees

The City has agreed to commit the space as outlined above to Renter. Upon execution of this Agreement and payment as outlined above, the City will hold this space in reserve exclusively for Renter for the date and times specified below. If the event is cancelled by Renter, or Renter chooses not to use the reserved facility, Renter will pay the City a cancellation Fee as follows:

- **Cancellation prior to 30 days of event date:** \$200.00
- **Cancellation within 30 days of event date:** \$500.00 _____
(Initials)

d. Refunds

The cancellation Fee and any other fee which may be due as of the date of refund will be deducted from the Usage Fee paid to reserve the facility prior to issuance of the refund. Refunds are processed through the City’s Department of Finance.

8. FOOD AND BEVERAGE SERVICES

Renters may use any commercial or individual caterer for food and beverage services at the event. Renter will indemnify and hold the City harmless from and against all costs, expenses or liability incurred because of using a catering company or individual for their event. Renter using a licensed caterer or individual shall place the following documents on file with the City of Atlanta Department of Enterprise Asset Management prior to the event:

- **Proof of Insurance**
 - (i) Workers Compensation
 - (ii) General Liability
 - (iii) Product Liability
- **Health Department Documents**
 - (i) Food Service Establishment Inspection Report
 - (ii) Health Department Permit



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▪ **Applicable Licenses**

- (i) Business License
- (ii) Department of revenue – Sales and Use Tax Division
- (iii) License to Sell Alcohol Beverages for On-premises Consumption

Renter will further indemnify and hold the City harmless for claims or actions by Renter's caterer for damage, theft or destruction of caterer's preparation materials brought into the Facilities. **The City represents and Renter acknowledges that there is no kitchen facility, storage, or ice machine available for food preparation, food service or event usage by outside caterers.** _____

(Initials)

In no case shall catering equipment or supplies be left in City Facilities after the conclusion of the event or for later pick-up. The City will not be responsible for any lost theft of or damage to any catering supplies or equipment or any other property which is the responsibility of the caterer and the Renter. The City will not assume or accept responsibility for damages to or loss of any merchandise or articles left in the building prior to, during or following the event.

Usage Fees include normal cleaning of the premises. The removal of leftover ice, glassware, china, and food is not considered normal cleaning and is the responsibility of the caterer and Renter.

The "Atlanta Fire Rescue Department Catering Guidelines" require that when using food service warming dishes, food service workers must be trained in the proper use of "Sterno" type fuels used. No combustible materials (e.g., paper, baskets, table decorations, table linens, etc.) may be placed within six (6) inches of a burning fuel container. A Type "ABC" fire extinguisher must be on hand whenever "Sterno" type fuel is used.

9. ALCOHOL

Renters are permitted to serve, not sell, alcoholic beverages at the event. However, dispensing, serving, and consuming alcoholic beverages on the Atrium Walkways are not permitted. In addition, alcoholic beverages must be served and dispensed by certified bartender or a server for an authorized licensee as defined below. Renter must also add to the special event liability insurance required in Paragraph 5, an endorsement for host liquor liability.

10. CAPACITY - FIRE LAWS

In no event shall the room capacities stated in Section 3 be exceeded. Renter shall comply with all Fire Safety Requirements adopted by the Atlanta Fire Rescue Department. _____

(Initials)

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11. DECORATIONS, SIGNS, POSTERS, FLYERS, BANNERS

a. Decorations

All decorations and arrangements for the event must be approved with the Department of Enterprise Asset Management-Administrative Support Division prior to event. Set-up of equipment and scheduling installation and deliveries must be cleared in advance of the event with Department of Enterprise Asset Management-Administrative Support Division. The times available for set-up are generally after 3:00pm Monday through Friday and as early as 8:00am Saturday and Sunday. Renter and/or caterer will be allowed access to the building prior to the event solely for the purpose of set-up.

Decorations, flowers, ornamentations, etc., are **not** allowed in the Atrium fountain. The fountain is **off** unless a request is made prior to the event to have it turned on. Request must be made through the Department of Enterprise Asset Management-Administrative Support Division. **Any malfunction of the fountain shall not result in a refund.** _____

(Initials)

Fresh cut flowers and floral arrangements are permitted. The use of lighted candles, open flames, pyrotechnics, or smoke/fog machines are not prohibited in City Facilities. Throwing rice, confetti, birdseeds, or soap bubbles are not allowed in City Facilities. Animals, except for service dogs, are not permitted in City Facilities.

b. Signs, Posters, Flyers

Renter's promoters, agents, employees and signs shall comply with Section 138-13 of the City's Code of Ordinances which prohibits the posting of signs on utility poles, trees, shrubs, benches, sign poles, or on public property. Signs encroaching over the public right-of-way are prohibited. Signs are not permitted on or near the exterior of City buildings. Renter shall immediately remove any signs which violate this section. Failure to comply with this section may result in cancellation of this Facility Rental Agreement and/or the assessment of a citation of one hundred dollars (\$100.00) **per** illegal sign. **RENTER IS RESPONSIBLE FOR ANY ILLEGALLY OR IMPROPERLY POSTED SIGNS REGARDING RENTER'S EVENT, REGARDLESS OF WHO POSTED THE SIGNS OR WHETHER RENTER SPECIFICALLY AUTHORIZED SUCH POSTING.** _____

(Initials)



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c. Banners

All requests to display banners within City Facilities shall be submitted to the Department of Enterprise Asset Management-Administrative Support Division for approval along with a proposed plan designating the proposed display site. Upon approval of a banner for display, Department of Enterprise Asset Management-Administrative Support Division shall provide written confirmation to the Renter documenting the approved location and duration of time the banner will be displayed.

The Department of Enterprise Asset Management-Administrative Support Division shall not permit the display of banners containing obscene materials as defined by O.C.G.A. § 16-12-80.

Renter must provide the banner to the Department of Enterprise Asset Management-Administrative Support Division at least twenty-four (24) hours prior to the display date.

All banners must be retrieved from the Department of Enterprise Asset Management-Administrative Support Division by the close of business the day following the event. The Department of Enterprise Asset Management-Administrative Support Division shall not be responsible for any banners not retrieved beyond this time.

12. SECURITY

The City makes no representation about the adequacy of security. Standard security measures for entrance into City buildings will be in effect. Renter must procure additional security at cost to renter (Refer to Exhibit A). **Weapons of any type, illegal substances and hazardous materials are prohibited in all City buildings.**

(Initials)

13. GENERAL TERMS:

a. Nonexclusive Use

Rental of facility includes only the space designated and reserved by Renter, plus access to said space and use of common facilities such as rest rooms. Renter acknowledges that others may be using City Facilities other than the space designated to Renter and will neither commit, nor permit to be committed, any act which interferes with the right of use of others on City premises.



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13. GENERAL TERMS:

b. Right of Entry by the City

The City reserves the right of entry to all areas of City facilities by its agents and employees. This right includes the right to enter locked storage areas and inspect goods, merchandise, or other contents therein.

c. Right to Eject

The City reserves the right to eject, or cause to be ejected from the premises, any objectionable person, or persons. Neither the City nor any of its officers, agents or employees shall be liable to Renter for any damages that may be sustained by Renter through the exercise by City of such right.

d. Obey all Laws and Ordinances

Renter and Renter's agent, employees, contractors, guests, and any other persons using the rented space, shall obey all laws, ordinances, rules, and regulations, including, but not limited to, any laws requiring Renter to take affirmative action to protect or further the civil rights of any person or persons.

e. Defacement of Facility

Renter's agents, employees, contractors, guests, and any other persons using the rented space, shall not injure, mar, nor in any manner deface the premises or any furniture, fixtures, or equipment therein, and shall not cause or permit anything to be done whereby the said premises, furniture, fixtures, or equipment are injured, marred, or defaced.

Renter will not drive, or permit to be driven, nails, hooks, tacks, staples, or screws into any part of the building, furniture, fixtures, or equipment therein, and will not make or allow to be made any alterations of any kind to said building, furniture, fixtures, or equipment.



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f. Payment for Damages

Renter shall pay for any damage done by “Himself/Herself”, his/her employees, agents, contractors, and any persons “He/She” directly or indirectly permits to use the rented space. _____
(Initials)

g. Amplified Sound/Noise Level

Renter agrees to ensure that amplified sound used in connection with Renter’s event shall not disrupt or interfere with other events or persons using City Facilities. Furthermore, Renter shall immediately comply with the City's request to reduce the noise generated by Renter’s event.

h. Parking

Parking is not provided by the City of Atlanta. City Hall Parking is available for a fee, at the Government Center Parking Deck, located at 260 Central Avenue, Atlanta, GA. Parking fees are charged at established rates.

i. Smoking

All City of Atlanta buildings are non-smoking facilities. All forms of smoking are prohibited in all areas.

14. GRATUITIES

As municipal employees, City employees are **not** permitted to accept gratuities or gifts of any kind. Renter agrees not to offer gratuities or gifts of any kind to City employees.

15. INDEMNIFICATION

Renter agrees to indemnify, defend, and hold the City, harmless from and against all costs, expenses or liability incurred because of any claim, suit lien, or other legal proceeding resulting from Renter’s use of City Facilities.



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16. FORCE MAJEURE

The performance of this Facility Rental Agreement by either party is subject to acts of God, war, government regulation, disaster, strikes, civil disorder, or other emergencies making it inadvisable, illegal, or impossible to provide the facility or to hold the event. Upon the event of force majeure, this Facility Rental Agreement may then be terminated for any or more of such reasons by written notice from one party to the other and a 100% refund will be granted.



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17. ACCEPTANCE FOR AGREEMENT

Renter's acceptance of this signed Facility Rental Agreement for the use of City Facilities shall constitute the sole and complete agreement with the City. This agreement shall have no force or effect whatsoever unless and until it has been properly executed and delivered to the Renter. **The City has the right to cancel or reschedule any event should the Office of the Mayor declare an emergency need for the use of the subject space.**

(Initials)

Date and Time of Event: _____

Facilities Reserved: _____

Usage Fee Due: _____

Deposited Amount and Date Received: _____

Balance Due: _____

The City and Renter have executed this Rental Agreement by their duly authorized signatures as of this _____ day of _____ 20__.

City Information

Department of Enterprise Asset Management
Administrative Support Division:

DEAM Customer Service Manager

Renter Information

Authorized Contact Name, Signature, and Date:

(Print) (Sign) (Date)

Contact Telephone Number:

Organization Name and Address:

Organization Telephone Number:



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EXHIBIT A

Number of Guests	Number of APD Security Officers	Cost/hour
<=50	1	\$50
51-100	2	\$100
101-200	4	\$200
201-300	6	\$300

(The number of officers is standard but could change based on the type and size of your event)