

Fulton County Facility Rental Policy and Procedures Manual



Fulton County Government

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Rental Policy Overview and Guidelines

Multiple Fulton County facilities are open to the public for rental and usage. These facilities are also used by elected officials, Departments, and program partners to conduct special events or routine office related activities. Rental and usage privileges are regulated by policies and contractual agreements that establish the binding terms and conditions for relevant services.

This manual provides the guidelines and procedures that govern Fulton County facility use/rental activities with upheld County protocols and best practices. It aims to provide a framework that sets forth process and operational standards for facility rental or use across Fulton County agencies.

The policies and procedures outlined in this manual are applicable to all County Departments, employees, elected officials, partners, and public users contracting services with Fulton County. Policies and procedures for Fulton County Departments, employees and elected officials may vary from those for public users.

The information provided herein is subject to change. Amendments to the policies and procedures contained in this manual may only be made by authorized parties and any such amendment will only be effective upon approval by the Board of Commissioners.

All interpretation matters and inquiries pertaining to this manual should be addressed to the Department of Real Estate and Asset Management.

Please contact the Department of Real Estate and Asset Management for all additional questions.

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Fulton County Departments Requirements

Fulton County aims to provide quality services while maintaining proper operating standards and best practices relevant to the use of County facilities. Therefore, all County Departments must adhere to the following procedures to ensure synchronized and effective use processes.

1. Rental Policy Documentation

The use of County facilities is regulated by policies and contract agreement. All County Departments engaging in the lease, rental, or use of County facilities **must** adhere to established policies and procedures and maintain proper documentation. The following documents are required and must be provided to users by County Departments:

- **Rental Policy Manual** – Policies and procedures that outline the requirements and conditions of use which conform to the County's protocols and best practices as defined in this Fulton County Facility Use and Rental Policy.
- **Rental Application Forms** – Application form used to record initial background information of users.
- **Written Contract Agreement** – Binding terms and conditions for facility use to be signed by the County and user.

2. Permitted Policy Deviation

Understanding that certain facility use/rental provisions may need to be adjusted by Department due to the specifics of the facility, the following provisions may be customized:

- Rental rates, any changes to existing rates must be approved by the Fulton County Board of Commissioners ("BOC")
- Operation hours (holidays, extended hours, hours restrictions)
- Room/space availability
- Priority of use
- Equipment, if any, provided by County

1. Rental and Non-Rental Spaces

1.1. Rental Spaces

The locations listed below are Fulton County facilities operated by County Departments that, in addition to County uses, are available for use by individuals and organizations for various activities or special events for a fee that has been set by the applicable Department and approved by the BOC. Any change to an existing fee schedule will require BOC approval. The use of said facilities are regulated by the policies provided herein and procedures adopted by the respective hosting Department. Additional information regarding schedule and fees may be obtained directly from the facility or hosting Department as each facility offers different services and the hours of operation varies. Department

heads may approve the total number of people who may be present in their space, subject to room/building capacity limitations set by the Fire Department. Approval from the Administrator, Buildings & Grounds, DREAM, or their designee is necessary for (i) serving alcohol; (ii) utilizing entertainment; (iii) where money will be exchanged; (iv) where more than 250 persons will be in attendance; or (v) that will take place on weekends or will go past 10:00 p.m. The Administrator, Buildings & Grounds, shall consult with the Director of DREAM and County Leadership, or their designees, as necessary to ensure that such events are properly vetted. Agreements that require approval should be completed within 90 days of the scheduled event to ensure proper review and venting.

Fulton County Art and Culture – Art Centers (5)

Art Centers	Location	Rental Spaces
Abernathy Arts Center	254 Johnson Ferry Road, NW Sandy Spring, GA 30328 404-613-6172	Classroom, gallery, patio
Emma Darnell Aviation Museum & Conference Center	3900 Aviation Circle, NW Atlanta, GA 30336 404-612-8600	Classroom, dance studio, gallery, lobby, multipurpose room
West End Performing Arts Center	945 Ralph David Abernathy Blvd Atlanta GA, 30310 404-613-6465	Black box, classroom, music room

DREAM (1)

Venue	Location	Rental Spaces
Fulton County Atrium	141 Pryor Street, SW Atlanta, GA 30303 (404) 893-0868	Pryor Level Street Peachtree Level Street

Camp Truitt (1)

Venue	Location	Rental Spaces
Camp Truitt	4300 Herschel Road College Park, GA 30337	Dining Hall Field, Education Center

Department of Senior Services (4)*

Venues	Location	Rental Spaces
Dorothy C. Benson Senior Multipurpose Facility (Building B)	6500 Vernon Woods Drive Sandy Spring, GA 30328 404-613-4900	Kitchen, dining hall, performance stage
H.J.C. Bowden Senior Center Multipurpose Facility	2885 Church Street East Point, Georgia 30344 404-762-4821	Dining hall, performance stage
Harriett G. Darnell Senior Multipurpose Facility (Office)	677 Fairburn Road, NW Atlanta, Georgia 30331 404-613-8580	Dining hall, performance stage

* The Department of Senior Services operates these facilities through agreements with their respective Friends of [the Senior Center] group. Upon expiration of those agreements, these facilities will be governed by this Policy.

Non-Rental Spaces

The locations listed below are Fulton County facilities/rooms operated by County Departments that are available for use by County staff, departments, program partners and non-profit organizations. No fees are required for reservation or use of these facilities. The use of these facilities is regulated by policies provided herein and procedures adopted by the respective Departments.

Office of the Clerk to the Commission (3)

Venue	Location	Available Spaces
10 Floor – Conference Room	141 Pryor Street, SW Atlanta, GA 30303 404-612-7833	Conference Room
4 th floor – Conference Room	141 Pryor Street, SW Atlanta, GA 30303 404-612-7833	Conference Room
Assembly Hall	141 Pryor Street, SW Atlanta, GA 30303 404-612-7833	Meeting Hall

Johns Creek Environmental Campus (1)

Venue	Location	Available Spaces
Johns Creek Environmental Campus Dr. Robert E Fulton Environmental Education Center	8100 Holcomb Bridge Roswell, GA 30336 404-613-3012/ 3001	Lecture hall, classroom, science lab, gallery, lobby, multipurpose room

North Fulton Customer Service Center (1)

Venue	Location	Available Spaces
North Fulton Customer Service Center	11575 Maxwell Road Alpharetta, GA 30009 404-612-3421	Meeting Room

Atlanta –Fulton Public Library (34)

Library Locations	Address / Phone
Adams Park Branch	2231 Campbellton Road SW Atlanta GA, 30311 404-752-8763

Adamsville-Collier Heights Branch	3424 Martin Luther King Jr Drive, Atlanta GA, 30331 404-699-4206
Alpharetta Branch	10 Park Plaza Alpharetta, GA 30009 404-613-6735
Auburn Avenue Research Library	101 Auburn Avenue, NE Atlanta, GA 30303 404-613-4001
Buckhead Branch	269 Buckhead Avenue NE Atlanta GA, 30305 404-814-3500
Central Library & Library System Headquarters	One Margaret Mitchell Square Atlanta, GA 30303
Cleveland Avenue Branch	47 Cleveland Avenue, SW Atlanta, GA 30315 404-762-4116
College Park Branch	3647 Main Street College Park, GA 30337 404-762-4060
Dogwood Branch	1838 Donald Lee Hollowell Pkwy, NW Atlanta GA, 30318 404-792-4961
East Atlanta Branch	400 Flat Shoals Avenue, SE Atlanta 30316 404-730-5438
East Point Branch	2757 Main Street East Point, GA 30344 404-613-1050
East Roswell Branch	2301 Holcomb Bridge Road Roswell, GA 30076 404-613-4050
Fairburn Branch	60 Valley View Drive Fairburn GA, 30213 404-613-5750
Hapeville Branch	525 King Arnold Street Hapeville, GA 30354 404-762-4065
Kirkwood Branch	11 Kirkwood Road, NE Atlanta, GA 30317 404-377-6471
Louise Watley Library at Southeast Atlanta	1463 Pryor Road Atlanta, GA 30315 404-613-5771
Martin Luther King Jr., Branch	409 John Wesley Dobbs Avenue Atlanta, GA 30312 404-730-1185

Mechanicsville Branch	400 Formwalt Street, SW Atlanta, GA 30312 404-730-4779
Metropolitan Branch	1332 Metropolitan Parkway Atlanta, GA 30310 404-613-5722
Milton Branch	855 Mayfield Road Milton, GA 30009 404-613-4402
Northeast/Spruill Oaks Branch	9560 Spruill Road Johns Creek, GA 30022 770-360-8820
Northside Branch	3295 Northside Parkway, NW Atlanta, GA 30327 404-814-3508
Northwest Branch at Scotts Crossing	2489 Perry Boulevard, NW Atlanta, GA 30318 404-613-4364
Ocee Branch	5090 Abbotts Bridge Road Johns Creek, GA 30005 770-360-8897
Palmetto Branch	9111 Cascade Palmetto Highway Palmetto, GA 30268 404-613-4075
Peachtree Branch	1315 Peachtree Street, NE Atlanta, GA 30309 404-885-7830
Ponce de Leon Branch	980 Ponce de Leon Avenue, NE Atlanta, GA 30306 404-885-7820
Roswell Branch	115 Norcross Street Roswell, GA 30075 770-640-3075
Sandy Springs Branch	395 Mount Vernon Highway Sandy Springs, GA 30328 404-303-6130
Gladys S. Dennard Library at South Fulton,	4055 Flat Shoals Road Union City 30291 404-613-3092
Southwest Branch - Closed for Renovation	3665 Cascade Road, SW Atlanta, GA 30331 404-699-6363
Washington Park Branch	1116 Martin Luther King, Jr. Drive Atlanta, GA 3031 4404-752-8760

West End Branch	525 Peebles Street, SW Atlanta, GA 30310 404-752-8740
Wolf Creek Branch	3100 Enon Road Atlanta GA, 30331 404-613-4255

Fulton County Juvenile Court – Juvenile Center Office Spaces (5)

Room	Location
Room 2145	395 Pryor St SW Atlanta, GA 30312
Room 1132 / 1133	395 Pryor St SW, Atlanta, GA 30312
Conference Room 3	395 Pryor St SW Atlanta, GA 30312

2. Conditions of Use

- 2.1. Each user must comply with all established rules and regulations as set forth in Fulton County Policy and Procedure No. _____ and this Fulton County Facility Rental Policy and Procedures Manual as adopted by the Board of Commissioners, as well as any policies which may be implemented by the Fulton County Board of Health.
- 2.2. All use of Fulton County facilities shall be made in accordance with the guidelines set forth herein.
- 2.3. Each user is responsible for overall event activities, guest behavior, incidents, disturbances, theft and any and all damages resulting from a rental event.
- 2.4. No user may sublease or assign its reservation to another individual, group, or organization. Unauthorized use of County facilities is strictly prohibited and may result into cancelation of contract and forfeited security deposits.
- 2.5. 100% of the security deposit is due at the time of signing and submitting the Facility Rental Agreement to secure a facility.
- 2.6. All facility rentals come with one (1) Fulton County staff person or attendant at no extra charge. When additional staff persons or attendants are required, each additional staff person or attendant will be billed at a rate of not less than \$100 per hour per event and be present for the full event.
- 2.7. Fulton County personnel shall have full access to reserved locations before, during, and after event functions.
- 2.8. Additional staff and/or law enforcement officers may be required for events serving alcohol, using cash bars or hosting over 100 guests or as directed by the Fulton County Police Department; additional fees may apply.
- 2.9. No modifications to the County's electrical panels or systems are permitted without the prior express written consent of the facility manager. Any electrical work needed for an event shall be done at User's sole cost and expense and performed by either licensed County personnel or a licensed contractor approved in writing by the County.

- 2.10. Sound and lighting may be available at select facilities. Only approved sound and lighting contactors may operate sound and lighting equipment on County property. User is responsible for all associated costs and expenses with sound and lighting and must adhere to the County's noise ordinance.
- 2.11. Any individual or entity intending on selling tickets, concessions, or merchandise, or performing any services, before, during, or after the event, must be properly licensed to transact business in the State of Georgia.
- 2.12. Any event filmed on site must comply with Fulton County Policy and Procedure 600-35, which requires a Film Request Package and payment of all applicable fees. For additional information, contact the County's Office of External Affairs.
- 2.13. The facility manager shall be notified immediately if a major incident occurs during the event that threatens the safety or welfare of guests, employees, or equipment, including incidents that require assistance from an emergency agency such as fire rescue or police. Once notified and if deemed necessary, the County will take the lead in handling all media inquiries regarding the incident. The County will work with the user to develop communications materials and manage the media effectively and in a timely manner.

3. User Groups and Priority

- 3.1. Use and rental of Fulton County facilities are permitted to internal and external users (each a "user").
- 3.2. Internal Users include County elected officials, recognized Departments, employee organization/associations, and program partners using County facilities for County or program purposes. Facility use authorization is granted to internal users to conduct public meeting and training sessions as well as County related business activities and programs. Although not technically Internal Users, certain External Users who use non-rental County facilities, primarily found in the County's libraries, are allowed to follow internal user procedures. Internal Users who are using County facilities for non-County or program related purposes shall be considered External Users.
- 3.3. External Users are comprised of organizations and individuals that are not directly affiliated with the County or its program partners, but exclude those users who use non-rental County facilities, primarily found in the County's libraries.
- 3.4. Sponsored Events - Internal Users at times partner with External Users in sponsoring certain events in County facilities. For such events, where the Internal User reserves the space, the External User partners will need to be identified by the Internal User and comply with all permitting and insurance requirements of External Users.
- 3.5. County sponsored programs and events have scheduling priority.

4. Reservation Application Process and Requirements

4.1. Reservations

- 4.1.1. Reservation requests are accepted on a first come/first serve basis and may be submitted up to 1 year in advance.
- 4.1.2. Up to 2 adults may be listed on the reservation forms as applicants.
- 4.1.3. Each individual applicant and representatives of any engaging parties listed on a reservation application/contract agreement must be at least 21 years old and must be present during the entire event.
- 4.1.4. Applicants interested in renting or using a County facility should contact the respective Department or facility for proper scheduling of event, space reservation and authorization and relevant information.

4.2. Application Forms and Documentation

- 4.2.1 Reservation request are submitted in writing by completing an application.
- 4.2.2 Facility Rental application/room reservation forms are provided by the Department overseeing the facility and can be accessed online on the County's Website.
- 4.2.3 Additional documents may be required to complete a reservation based on location requirements, event size and anticipated contract agreement. Such additional documentation may include, but not be limited to, proof of insurance, catering license, alcohol permit, advertising brochure, event floor layout or proposal plan and any documents deemed relevant for proper application review.
- 4.2.4 All External Users must execute a COVID-19 Compliance Requirement and Waiver.

4.3. Schedule

- 4.3.1. Desired event date and time must be provided by users at time of reservation.
- 4.3.2. Date availability is not guaranteed.
- 4.3.3. Rental hours may vary by locations – user must contact facility or hosting department for additional details. Rental hour information is also available online on County's website.

4.4. Rental Fees

- 4.4.1. Rental rates may vary by locations; applicants must contact the department or facility for accurate fees details. All rental fees shall be approved by the BOC.
- 4.4.2. The County shall charge a fee related to COVID cleaning and sanitation of the facility after use.
- 4.4.3. The rental fee must be paid in full within 30 days from the date of the event or event is subject to cancellation and the security deposit forfeited.

- 4.4.4. **Payments Methods** – Acceptable payment methods are credit cards (where available), certified checks or money orders.

4.5. Rental Agreement

The rental agreement establishes binding terms and conditions for rental of a County owned facility; therefore, the document must be signed and acknowledged by all parties to be valid. The rental agreement shall be between Fulton County and the named user. It will be executed by the County only upon final confirmation and approval of reservation. Parties are bound to the terms, services, accommodations and requirements defined in the agreement. All amendments to the rental agreement must be in writing with proper approval, in their sole and absolute discretion, of the appropriate Fulton County Department manager or appointing authority. No oral or verbal agreements to modify a rental contract are enforceable.

4.6. Security Deposit

- 4.6.1. The full security deposit of not less than 25% of the rental amount is required at time of Rental agreement execution. Deposit refunds are contingent upon the following conditions:
- 4.6.1.1. Satisfactory execution of contract terms.
 - 4.6.1.2. In the event of cancellation, proper adherence to cancelation procedures.
 - 4.6.1.3. Facility returned clean without assessed damages subsequent to the event.
- 4.6.2. Users forfeit all deposits if a disturbance of the peace is reported.
- 4.6.3. Booking made less than thirty (30) days prior to the event must pay ALL FEES in full at the time of booking and are subject to cancellation if not approved by the BOC, if necessary, prior to the date scheduled for the event.
- 4.6.4. User is required to have one (1) security guard on duty for every 100 guests attending the event.
- 4.6.5. If rental fees are not paid in full within fourteen (14) days for the scheduled event, the reservation shall be subject to cancellation.
- 4.6.6. Events having more than 100 guests and/or involve in handing cash on the premises or serving alcohol will require off-duty Fulton County Police Officer(s). County staff must contact Security and/or Fulton County Police to initiate the process of providing security for such events. All security fees are the sole responsibility of users

4.7. Liability/Insurance

- 4.7.1. Event Insurance is required for all rental agreements and the County must be included as an additional insured.

4.7.2. Proof or evidence of insurance must be provided by user at least thirty (30) days prior to the event. If outside vendors are used, the insurance requirements apply to such outside vendors as well as the user.

4.7.3. Insurance certificate amounts are to be established as follow:

- a) For events where the expected number of attendees will be between 1 and 50 persons, the External User may be charged a higher security deposit that may be returned to the External User if there is no damage to the County facility or any person. The higher security deposit would be in lieu of insurance. Notwithstanding the foregoing, for events where the expected number of attendees will be between 1 and 50 persons and alcohol will be served, the External User must provide the County with proof of \$250,000 in General Liability (Property Damage and Bodily Injury) Insurance per occurrence with the County named as an additional insured.
- b) For events where the expected number of attendees will be between 51 and 100 persons, the External User shall be required to provide General Liability (Property Damage and Bodily Injury) Insurance in an amount not less than \$500,000 per occurrence with the County listed as an additional insured.
- c) For events where the expected number of attendees will be over 100 persons, or where alcohol will be served, the External User shall be required to provide General Liability (Property Damage and Bodily Injury) Insurance in an amount not less than \$1,000,000 combined single limit per occurrence and, where applicable, Liquor Liability Insurance/Liability Insurance Rider in an amount not less than \$1,000,000 per occurrence with the County listed as an additional insured.

4.7.4. The County reserves the right to require additional insurance coverage based on the type of event and facility being used.

4.8. Permits and License

Permit and license are required for authorized alcohol distribution and catering functions.

4.9. Cancellation

- 4.8.1. All notices of cancellation must be provided in writing via email or hand delivery and cancellations may incur penalty fees and forfeiture of security deposit.
- 4.8.2. Unless otherwise defined in the relevant Department policy, cancellations made 30 days or more prior to the event will have any fees paid refunded.
- 4.8.3. Cancellations made less than 30 prior to the event will forfeit the security deposit fee. Event with less than 50 attendees who elect to pay a higher

security deposit in lieu of insurance shall be entitled a return of the additional security deposit paid.

4.10. Force Majeure

4.10.1. Fulton County recognizes that unforeseen circumstances such as inclement weather and other emergencies can affect the user's ability to host an event as planned. Although other emergencies may occur, the following examples are the most common emergencies:

- Over one (1) foot of snow fall
- Power outage
- Heat or air conditioning outage
- Flooding

4.11. Refund

4.11.1. Refunds are processed within 14 business days of rental. When a refund is issued, user should allow up to an additional 6 weeks for a check to arrive and 10 business days for a credit to post on a credit card statement.

4.12. Date Change

4.12.1. Change of date due to unforeseeable or unexpected circumstances will not result in a penalty. Location Managers may work with user for new date reservation. A new date reservation request will be reviewed on a case by case basis as time availability may be limited.

4.12.2. Change of event dates not due to unforeseeable or unexpected circumstances will be charged a fee of \$100.

5. Reservation Approval Process

5.1. Approval shall be provided in writing upon receipt of signed reservation application, security deposit payments if applicable, submission of all required documents and, if necessary, BOC approval.

5.2. Fulton County reserves the right to approve or disapprove facility use or rental request in accordance with the County best interest and priorities.

5.3. The Fulton County Police Department shall determine the security needs for events and External Users shall be responsible for the payment of the cost of said security, as determined by the Fulton County Police Department

6. Amenities – Furniture and Equipment

6.1. Depending on the facility, amenities and furniture may be provided free of charge or for a fee. All fees and arrangements for amenities and furniture must be finalized and reduced to writing prior to the event. The provision of rental of equipment and furniture or access to such amenities shall be confirmed with the facility manager.

7. Responsibilities

7.1. **Fulton County – Lessor**

- 7.1.1. Preliminary facility setting and cleaning
- 7.1.2. Provide needed information on rental and supported services
- 7.1.3. Timely communication
- 7.1.4. Facility walkthrough for provided access and supplies
- 7.1.5. Provide equipment, if applicable
- 7.1.6. Provide supporting personnel as agreed to in writing
- 7.1.7. Coordination of services, entry access, and closing after event

7.2. **User – Lessee**

- 7.2.1. Facility setup and clean up in compliance with County rules and regulations
- 7.2.2. Ensure proper behavior of guest and entertainers
- 7.2.3. Provide needed information on rental and supported services
- 7.2.4. Timely communication
- 7.2.5. Provide copy of liquor license and catering permit, if applicable
- 7.2.6. Provide event contact name and phone number
- 7.2.7. Ensure timely set up and breakdown of equipment within reservation time frame
- 7.2.8. Arrange for security personnel as needed
- 7.2.9. Provide liability insurance

8. Advertising

- 8.1. Advertising materials and promotional contents must be submitted to facility management at time of reservation for review and approval, as appropriate, prior to mass production and publication.
- 8.2. Ticket sales must be finalized in advance of the event. No tickets for any event may be sold on County property without prior written approval.

9. Decoration and Set up (Load and Unloading)

- 9.1. All decoration arrangements must be cleared prior to the event, including needed equipment setup, installation and delivery. Outside equipment and materials that will be brought to a Fulton County facility must be specified during reservation and comply with County safety requirements.
- 9.2. Final set up layout or floor plan must be submitted by user for review and approval no later than three (3) weeks prior to the event.

- 9.3. Access to County facilities is permitted to authorized parties and their guests only. Before an event, organizers, contractors and suppliers will be allowed onto the rental site only for set up and arrangements as approved by the manager of the facility.
- 9.4. It is the user's responsibility to ensure that set up and cleaning hours are planned accordingly within the reservation timeframe. Set up or cleaning time outside the time set forth in the agreement for use will incur additional fees (hourly rates may be applied). Proper approval is also required for such extensions.
- 9.5. Decoration arrangements must comply with County guidelines. The placement of any, signs, banners, posters, or placards associated with an event must be approved by the facility manager prior to installation. Any unauthorized signage is subject to removal at user's expense. Nails, tacks, staples, brads, etc., may not be driven into any portion of the facility wall unless authorized by the facility manager in writing.
- 9.6. County property in the rental space shall not be removed or repositioned unless written permission has been received by user from the facility manager prior to the event. Any moving or reposition of County property shall be performed by or under the supervision of County personnel.
- 9.7. User is responsible for cleaning up all areas used for their event and for returning rooms to their original state after each use. If necessary, User is responsible for the cost of providing sufficient trash dumpsters based on the anticipated number of attendees at the event.
- 9.8. User is solely responsible for all associated cost incurred for the event.

10. Entertainment

- 10.1. All entertainment is subject to approval of the Department manager or appointing authority.
- 10.2. It is the user's responsibility to ensure that musical equipment is set up and broken down within the timeframe defined by the contract.

11. Rehearsal – Walkthrough

- 11.1. Requests for rehearsal should be made by the user with the understanding that rehearsal may not be possible due to normal facility use and time constraints.
- 11.2. Walkthrough may be provided at certain locations and shall be arranged by location offices.

12. Indemnification – Hold Harmless Clause

- 12.1. The following statement must be agreed to by user and included in the contract agreement:

User agrees to release, indemnify, defend, and hold harmless Lessor, Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns, and agents from and against any and all losses (including death), claims, damages, liabilities, costs, and expenses (including but not limited to all actions, proceedings, or investigations) in respect thereof, and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding, or investigation caused by, relating to, based upon or arising out of any act or omission by User, its directors, officers, employees, subcontractors, successors, assigns or agents, invitees, event attendees, or otherwise in connection (directly or indirectly) with its acceptance, or the performance or non-performance of its obligations under this agreement. Such obligations shall not be construed to negate, abridge, or otherwise reduce any other rights or obligations of indemnity that would otherwise exist as to any party or person as set forth in this paragraph. This indemnity provision is for the protection of Fulton County only and shall not establish, of itself, any liability to third parties.

13. Security/Safety

- 13.1. User and all associated parties must adhere to County security and fire code procedures.
- 13.2. Users must comply with room capacity limits as disclosed on the contract agreement. Fulton County reserves the right to stop event admissions exceeding maximum room capacity.
- 13.3. All event attendees must obtain proper clearance at a security check point when accessing County property and must further cooperate with security personnel to disclose all suspicious persons or objects upon request.
- 13.4. Additional law enforcement personnel are required for events hosting over 100 guests, involving cash activities, or serving or providing alcohol. Proper arrangements for law enforcement personnel must be made by event organizers with Fulton County Police Department to determine number of officers needed to secure an event. All associated costs related to such security arrangements shall be finalized by user and the Fulton County Police Department no later than two (2) weeks prior to the event.
- 13.5. ADA Compliance guidelines must be observed and followed. Event organizers must ensure that proper access and reasonable accommodation are provided for individuals with disabilities.
- 13.6. Users shall comply with all U.S. Centers for Disease Control, state and local board of health regulations regarding health and safety measures. Upon request by the County, the User shall provide the County with its plan and procedures for dealing with health related issues surrounding the event (e.g. COVID related, or other transmittable disease) protocols and procedures.

14. Personal Property / Lost and Found

- 14.1. The County is not responsible for abandoned property and does not assume any liability for lost, stolen or damaged personal items.
- 14.2. All user materials and equipment associated with an event must be removed from the County facility within three (3) hours of the event ending time. After three (3) hours, all materials and equipment left behind will be considered abandoned by the user and the County reserves the right to remove items at the user's expense.

15. Restrictions

- 15.1. **Alcohol** – Consumption of alcohol beverage are strictly prohibited except with authorized written approval. A permit is required for alcohol distribution.
- 15.2. **Smoking** – Smoking, including vaping, is strictly prohibited on Fulton County premises.
- 15.3. **Time Limitations** – User should contact the desired location for time schedule.
- 15.4. **Money Exchange** – Cash bar and ticket sales are not allowed except with prior approved written authorization. In no event will the County be responsible for nor will it be involved in ticketing, ticket sales, box office staffing or operations, or the sale of alcohol. The County is not responsible for nor will it receive cash, checks, or any other form of payment on behalf of User. User is solely responsible for any and all ticket refunds and for resolving ticketing disputes. All fees associated with ticket sales or the sale of alcohol is the sole responsibility of User.
- 15.5. **Weapon** – Subject to the provision of Title 16, Chapter 11, Article 4 (Dangerous Instrumentalities and Practices) of the Official Code of Georgia, weapons of any sort are not allowed in County facilities.
- 15.6. **Partisan/Sectarian Views** – The use of County property and resources for political and religious purposes is prohibited.
- 15.7. **Animals** – Animals are not permitted except when serving as an aid to individuals with disabilities or when directly involved in special event activities. In such cases, the animal must be properly kept on leash and should not present a danger for event guests.
- 15.8. **Illegal Activities** – Illegal activities, including, but not limited to, drug use and unauthorized alcohol consumption, and law violations of any sort are strictly prohibited in County facilities.
- 15.9. **Food and Beverages** – Food and beverage are only allowed in designated areas. The facility will provide normal cleaning of the premises. The removal of leftover ice, glassware, china, and foodstuff is not considered normal cleaning and is the responsibility of the caterer and/or User. User is responsible for ensuring that all trash is properly disposed of and that all food preparation/bar area items, surfaces, and floors are cleaned.

16. Parking

- 16.1. Parking may be available on site and may be limited. Users and event guest must park only in authorized or designated areas. Parking violations may result in penalty fees or towing of unauthorized vehicle at owner's expense.
- 16.2. If parking is not available or insufficient at a reserved facility site, user must ensure proper arrangements with nearest parking providers.
- 16.3. User must also ensure proper parking accommodation for guest with disabilities.

17. Compliance with State and Local Laws

- 17.1. The user, its guests and other persons connected with the event shall observe and comply with all statutes, ordinances, rules and regulations of the Government of the United States, State of Georgia, Fulton County, and any other local jurisdiction, if any, including but not limited to the American with Disabilities Act.

18. Contract Violations

- 18.1. User must adhere to the contract terms and conditions stipulated in the rental agreements. Violation of rental agreement may result in contract and event cancelation.
- 18.2. Misrepresentation of event information will result in event cancelation and forfeiture of security deposit. Misrepresentation includes, but is not limited to, providing inaccurate or misleading or omitting information relevant to number of guest, organizing party and event activities.

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