

CITY OF TRENTON
COMMUNITY CENTER USE AGREEMENT

Upon consideration of the Rules and Pricing for use of the City of Trenton Community Center (“Center” or “premises”), a copy of the Rules being attached hereto and made a part hereof as Exhibit A, and the additional conditions set forth herein, the City and User hereby agree as follows:

1. User shall be authorized to use the Center upon the conditions set forth herein and EXHIBIT A hereto.
2. User agrees that the responsibility for compliance with this Agreement shall be that of the User, as well as the person who signs this contract individually, if the User is not an individual. Liability for default of this Agreement is that of the User and shall extend to the person who signs individually as well as User, if the User is not an individual. Remedies for the City shall include, but not be limited to, an action at law for a breach of contract, damages, ejectment, specific performance, and remedies in equity.
3. The User shall comply with all conditions of this Agreement, and any noncompliance shall be construed to constitute a default.
4. User hereby agrees to be responsible for all injuries to person and property damage occasioned by or caused in connection with User’s use of the Center. User further agrees to be responsible for the conduct and actions of persons who are upon the premises at the invitation or request of the User.
5. Use Date: _____
Time Period: _____
Sound and Stage Lighting? Yes ____ No ____
Use Fee: _____
Cleaning Fee: _____
Sound/Lighting Fee: _____
Sound/Lighting Deposit: _____
6. User agrees to cease all activities and vacate the premises by _____ a.m. or p.m. unless User has the prior written permission of the City.
7. In the event of a breach of any of the conditions set forth herein, the City has the right to immediately suspend User from all further activities at the premises, including any future activities scheduled. Such election to render this Agreement terminated is in the sole discretion of the City or the City’s designee and the right to determine a breach or default of this Agreement is in the sole and exclusive discretion of the City or its designee.
8. User agrees to reimburse and pay the City for any and all damages to the premises occasioned by the User’s use of the premises or by any person present during the activity of the User. Such damages shall be the actual cost of repair and related expenses of the premises or any furnishings, fixtures and equipment on the premises. The City shall have the option to repair or replace and shall have the right to choose the entity who repairs and /or replaces the furnishings, fixtures and equipment.
9. User may not alter the premises. This includes but not limited to any portable equipment, Inflatables, etc.

10. User shall indemnify and hold harmless the City from and against any and all suits, claims, liabilities, causes, actions, damages or expenses, including reasonable attorney's fees, resulting from or arising out of the injury or death of any person or persons or by reason of the damage or destruction of any property or properties caused by or connected with any negligence or action on the part of User and User's invitees or User's use of the Center. This indemnification and hold harmless provision shall also apply to suits, claims, liabilities, causes, actions, damages or expenses resulting from a violation of any law, rule or regulation.

11. User will provide General Liability Insurance covering its activities and services in connection with the use of the Community Center described above in this Agreement. User will include the City as an additional Insured under the terms of said coverage. User will provide to the City a certificate of insurance and an endorsement showing the City as an additional insured.

12. If any term, condition or provision of this Agreement shall be declared by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect, as if this Agreement never contained said invalid or unenforceable term, condition or provision.

13. Cancellation/Refund Policy: Once the rental is paid you will not be entitled to a refund. You will however, be able to reschedule. If you cannot reschedule and cannot keep your reserved date then unfortunately your rental fee will be forfeited.

The above terms represent the entire agreement between the parties.

This ____ day of _____, 20__.

City of Trenton, Georgia

By: _____
 City Representative

User: _____

Title of person signing if User is not an
 Individual _____

Address: _____

Phone: _____