

BROOKS CHAPEL RENTAL AGREEMENT (Including Hardy Hall) 112 Church Alley Brooks, GA 30205

Brooks Chapel (hereinafter referred to as "Chapel") is available for rent from the Town Council of the Town of Brooks (hereinafter referred to as "Town") for use by the residents of the Town and general public, subject to the terms and conditions set forth in this Rental Agreement and the Rules and Regulations, attached hereto as Exhibit A and made a part hereof. Rental of the Brooks Chapel shall include the use of Hardy Hall, subject to the terms and conditions set forth in this Rental Agreement and the Rules and Regulations, attached hereto as Exhibit B and made a part hereof. The Town of Brooks, for the purposes of renting Brooks Chapel, shall serve as the Rental Agent for the Town.

The piano in the Chapel MUST NOT be moved. Any damage(s) incurred will result in the entire Security Deposit being held; any additional damages will be charged in full to the renter.

Exhibit A

- A. The Chapel is available for rent between the hours of 8am and 10pm and may be rented by any individual at least twenty-one (21) years of age, on behalf of him/herself or on behalf of a group or organization (hereinafter referred to as "Renter"). Extended hours may be available upon request.
- B. Option A: Rent for Brooks Chapel shall be THREE HUNDRED FIFTY (\$350.00) DOLLARS. The rent includes opening the buildings for 2 days (48 hours), for decorating, rehearsal, ceremony and clean up. Opening time must be determined at the time the Rental Agreement is executed by the parties. Rental includes both the Chapel and Hardy Hall. An additional fee of THIRTY-FIVE (\$35.00) DOLLARS will be added if Cushioned Chairs are preferred in Hardy Hall, bringing the Rent total to THREE HUNDRED EIGHTY-FIVE (\$385.00) DOLLARS. Additional openings/hours will be charged to Renter at TWENTY-FIVE (\$25.00) DOLLARS per day (IF AVAILABLE; can be arranged no more than 7 days prior to event date with a maximum of 4 hours. Please speak with rental agent prior to payment).
- C. Option B: Rent for Brooks Chapel shall be TWO HUNDRED FIFTY (\$250.00) DOLLARS. The rent includes 1 day (8am – 10pm) for a single-day event (wedding, memorial service, etc.). Rental includes both the Chapel and Hardy Hall. An additional fee of THIRTY-FIVE (\$35.00) DOLLARS will be added if Cushioned Chairs are preferred in Hardy Hall, bringing the Rent total to TWO HUNDRED EIGHTY-FIVE (\$285.00) DOLLARS. Additional openings/hours will be charged to Renter at



TWENTY-FIVE (\$25.00) DOLLARS per day (IF AVAILABLE; can be arranged no more than 7 days prior to event date with a maximum of 4 hours. Please speak with rental agent prior to payment).

- D. A Refundable Security Deposit in the amount of ONE HUNDRED FIFTY (\$150.00) DOLLARS shall be paid by the Renter to cover the cost of any damage to the building(s), furniture, furnishings, etc. The Security Deposit shall be refunded by Town to Renter only after inspection of the Chapel and Hardy Hall by the Town or its Rental Agent and it has been determined that no damage has occurred as a result of Renter or Renter's guests. If damage has occurred, including but not limited to damage to floors, walls, appliances, furniture, furnishings, plumbing, electrical, landscaping, property of Renter's guests, etc., the cost of repair or replacement shall be deducted from the Security Deposit and the remaining balance of Security Deposit, if any, shall be refunded. Cost of damages more than the Security Deposit will be paid by the Renter after the Town has received estimates to repair the damage. Intentional damage due to neglect by the Renter or Renter's Guests could result in legal action.
- E. Upon acceptance and execution of the Rental Agreement by Renter, the Renter shall make payment of the Rent and the Security Deposit. Upon acceptance of the Rental Agreement executed by Renter and upon receipt of the Rent and Security Deposit, the Town's Rental Agent shall execute the Rental Agreement on behalf of the Town. NOTE: A Rental Agreement without the signature of the parties and payment in full of the Rent and Security Deposit is not valid. The rental date is not guaranteed without a valid Rental Agreement and verification by the Town's Rental Agent.
- F. All activities of Renter and Renter's guests must be terminated, and the Chapel and Hall vacated and locked no later than 10pm (unless previously agreed upon). The parking area must be vacated no later than 10:30pm. In the event any activity continues beyond the designated time and/or the Renter or Renter's guests fail to vacate the Chapel and/or Hall by the designated time, the Renter shall pay to the Town an additional ONE HUNDRED (\$100.00) DOLLARS for each additional full/partial hour of activity or parking beyond the agreed upon time, until the Chapel, Hall and parking area are completely vacated.
- G. Any monies due from Renter to Town as a result of Item D or F above must be paid to Town within five (5) business days following the date of Rental, or other arrangements made. Renter's failure to make such payment to Town will result in Renter's forfeiture of the Security Deposit and possible legal action.



- H. The maximum number of persons permitted in the Brooks Chapel at any time during the rental period is 150. The Hall's occupancy as designated by the Fayette County Fire Marshall is 110 without tables (lecture-type seating), or 60 with tables and chairs.
- I. All activities of Renter and Renter's guests shall occur only within the Chapel and the Hall, unless previously approved by the Town and noted in the Rental Agreement.
- J. Adult supervision is required at all times during the rental period and such adult shall be over twenty-one (21) years of age. If the event is to be attended by individuals under eighteen (18) years of age, Renter shall provide no less than one adult over twenty-one (21) years of age to serve as chaperone for every twelve persons present under eighteen (18) years of age.
- K. NO PETS are allowed in Brooks Chapel or Hardy Hall.
- L. Renter is solely responsible for the conduct of all individuals present during the rental period. Renter shall ensure that all individuals present comply with the terms of the Rental Agreement and of all applicable Ordinances of the Town. Any expenses incurred by the Town as a result of the actions of Renter or Renter's guests or any individual present during the rental period shall be charged to and paid for by the Renter. **NO FOOD OR BEVERAGES ARE ALLOWED INSIDE CHAPEL.**
- M. The Town reserves the right to refuse the rental of the Chapel to any individual or organization, including those that have on a previous occasion rented the Chapel and/or Hall and failed to comply with any of the terms or conditions set forth in the Rental Agreement and/or Rules and Regulations, or Town Ordinances.
- N. Any request to cancel the Rental Agreement must be made in writing by the Renter. A cancellation fee in the amount of FIFTY (50%) PERCENT of the Rental set forth in Item B above will be charged to Renter in the event the written cancellation is received less than thirty (30) days prior to the rental date. No refund of the Rent will be made to a Renter in the event the written cancellation is received less than seven (7) days prior to the rental date.
- O. Renter understands that neither the Town, nor its Rental Agent, has conducted a thorough inspection of the premises to determine if the premises might be hazardous or dangerous to the Renter or to Renter's guests. Renter assumes any and all risk to Renter and Renter's guests. Prior to Renter bringing guests into the Chapel/Hall or any of the Town's premises, Renter shall make a thorough inspection



for latent and patent defects and unsafe conditions and shall notify the Town as well as guests of such defects and conditions PRIOR to their use of the premises (see note about issues with the facility on our post-rental cleaning instructions).

By signing below, Renter acknowledges that he/she has fully read the Rental Agreement, including Exhibit A, Rules and Regulations, and fully understands the terms and conditions therein. Renter acknowledges that he/she is fully and solely responsible to the Town for any injury and damage resulting from the failure of Renter and/or Renter's guests to adhere to the terms and conditions of the Rental Agreement, including Exhibit A, Rules and Regulations. Renter understands that such noncompliance may lead to the forfeiture of the Security Deposit and legal action.

Further, by signing below, Renter agrees to indemnify and hold harmless the Town of Brooks and its Town Council and its Rental Agent, from any and all claims, including damages, judgments and/or attorneys' fees, brought by the undersigned, a guest, or any third party, resulting from injuries occurring within or about the Chapel or Hall or the premises or parking area, which are not solely caused by the intentional or wrongful conduct or grossly negligent conduct of the Town, its Town Council or Rental Agent.

Date:	Date:		
Renter – Signature	Rental Agent	_	
Printed Name of Renter	_ Rental Email Address:		
Address of Renter	Phone # - Cell		
City/State/Zip Code	Phone # - Home		
Requested Rental Date			
Fromam/pm to	am/pm		
Payment:			
- Pay online (https: //Brooksga.gov	vernmentwindow.com/start.html ; or		

- **By check**; pay to the order of the **Town of Brooks**



 All security deposit refunds will be issued via check and can be either sent via USPS or picked up at the Library or Town Hall: _____ Pick up Town Hall or Library (please circle) _____Mailed USPS. Please check how you would like your check sent.

Submit Rental Agreement:

- Email: library@brooksga.com or
- US Postal Service: Town of Brooks, P.O. Box 71; Brooks, GA 30205 or
- In person at Brooks Library or Brooks Town Hall

STAFF USE ONLY – Chapel/Hardy Hall Rental

\$150.00 Security Deposit paid on	l	by	
\$350.00 Rental Fee paid on	_ by		
\$250.00 Rental Fee paid on	_ by		
\$35.00 (\$385.00) Chair Upgrade Fee paid on		by	
\$25.00 Additional day fee (if available) paid on _		by	

RULES AND REGULATIONS (Exhibit B)

- 1. NO SMOKING/VAPING in the Chapel or Hall. Smoking is permitted ONLY outside the buildings.
- 2. NO ALCOHOL of any kind or type is permitted in the Chapel or Hall or on the premises, or in the parking area.
- 3. NO DRUGS of any kind or type are permitted in the Chapel or Hall or on the premises, or in the parking area.
- 4. NO GAMBLING. NO ILLEGAL ACTIVITIES of any kind are permitted in the Chapel or Hall or on the premises, or in the parking area. In the event the police, sheriff, or any other authority is contacted by anyone for any for which the Renter or any of the Renter's guests is responsible, the Hall and the premises and the parking area shall be immediately vacated and locked, and the Renter shall forfeit the Rent and the Security Deposit.
- 5. Only a Unity Candle may be used during a wedding ceremony in the Chapel. Electric/batteryoperated candles are permitted as decoration.
 - 6. Decorations may be hung ONLY ON THE APPROVED FOAM BOARDS IN THE HALL. Nothing may be taped, stapled, nailed, or otherwise affixed to the walls or ceilings anywhere else in the Chapel or Hall. All decorations must be removed upon termination of the rental. No pictures or fixtures may be removed, even temporarily, from the walls of the Chapel or Hall.
 - 7. No glitter, confetti, rice, birdseed, petals, sparklers, etc. may be used/tossed in the Chapel or Hall, the outside areas, or in the parking area. Silk petals ONLY may be strewn in the aisles of



the Chapel. Celebratory bubbles may be used ONLY outside the Chapel or Hall.

- 8. The Renter is responsible for setting up the Chapel and/or Hall. Regarding the Hall, the Renter may arrange the tables and chairs to suit the function. *PLEASE NOTE: Item G of this agreement with Fire Marshall Occupancy Codes. The Renter is solely responsible for returning the Hall to its original condition, including the placement of tables and chairs in the Hall.
- 9. NO food or beverages in the Chapel. Cooking and preparation of food are permitted within the kitchen area of the Hall using the cooking appliances available/provided therein. Using additional appliances or devices that must be plugged into an electrical outlet is prohibited. The Renter may NOT bring any outside appliances for use at any event. Using outdoor cooking implements, such as grills, smokers, and deep fryers, is also prohibited.
- 10. All supplies utilized by the Renter must be furnished by the Renter. This includes, but is not limited to, tablecloths, linens, glasses, dishware, utensils, paper products, trash bags, etc.
 - 11. Caution should be taken by the Renter when utilizing coolers in the Hall to ensure that the flooring and furnishings are protected from possible leakage. Damage from leakage may result in the forfeiture of the security deposit. **NO coolers are permitted inside the Chapel.**
- 12. Any liquid or food spills inside the Hall must be cleaned up immediately by Renter. Brooms, mops, cleaning supplies, etc., can be found in the storage room and/or under the kitchen sink.
- 13. All garbage, including decorations, gift paper, food leftovers, etc., must be appropriately bagged and removed from the premises by the Renter. GARBAGE SERVICE is provided outside the Hall.
 - _14. Tables and chairs in the Hall must be returned to their original placement, including those needing to be returned to storage. The kitchen counters and appliances must be wiped clean, including microwave, stovetops and ovens.
- 15. All belongings of the Renter and guests must be removed from the premises. The Town is NOT responsible for any items, personal or otherwise, left behind by Renter.
- 16. In the event Renter brings in a vendor of any kind, such as a caterer or florist, etc., the Renter is responsible for all aspects of the vendor's presence on the property. Any damage by the vendor is the responsibility of the Renter.
 - 17. Failure to comply shall cause forfeiture of the security deposit and possible forfeiture of future rental privileges.
- 18. A personalized key code and unlocking instructions will be emailed to the Renter several days prior to the event with agreed-upon hours of availability. Code is strictly for use by the Renter; other parties entering the Hall without the Renter present will render the agreement null and void and may result in forfeiture of deposit.



19. You have Read, Understood and Agree with **Exhibit D & F** concerning the Rules and regulations regarding damages and possible additional fees.

20. The piano is **NOT** to be moved for any reason/purpose. The renter agrees that if the piano is moved from its original location, the renter will pay all expenses incurred to return the piano to its original location, repair all damaged flooring, and re-tune the piano.

21. Exits are NOT to be blocked per the Fire Marshall.

By signing below, Renter understands that the Renter is solely responsible for any damage to the Brooks Hardy Hall, including damage caused by Renter's guests. Any damage will be identified and assessed by the Town, the Town's Rental Agent, and/or the Town's cleaning crew at the time the Hall is inspected and/or cleaned following the Renter's use of the premises.

Date:

Date:

Renter Signature

Town Agent

Parking - Please be sure guests do not block the driveways on either side of the building; to the right is a business, to the left is a private home. You may park along the edge of Church Alley (Hardy Hall side ONLY with at least 2 tires off the pavement), in the parking lot at the end of Church Alley (next to the Christian Church), along the sidewalk on 85 Connector or the town parking lot next to the old Cutting Edge Salon (small black building on the corner of 85 Connector & McIntosh Road). For safety reasons, **DO NOT BLOCK CHURCH ALLEY**. Vehicles (emergency or otherwise) must be able to pass between parked cars. **If we receive any complaints from local residents or businesses, a minimum of \$25.00 will be held from your security deposit.**



Parking in BLUE areas only.

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HARDY HALL / BROOKS CHAPEL - POST RENTAL CLEAN UP

INSTRUCTIONS:

As renters of Hardy Hall and/or Brooks Chapel, you are charged a minimal cleaning fee. If there are spills, stains, damage to flooring, walls, etc., your deposit will be held to pay for repair and/or additional cleaning. We realize you are busy with your guests but we appreciate your help in checking the following items so the facilities are ready for the next renter.

*If you notice any damage, stains, or issues with the facility, YOU MUST IMMEDIATELY photograph the problem and text to 404-406-4204. If we do not have proof BEFORE your rental, you could be held liable and part/all of your security deposit held.

Hardy Hall

*ALL spills must be cleaned with paper towels as soon as possible to prevent any "slip and fall" injuries. Please DO NOT "wet mop" or use Swiffer wet pads on vinyl flooring.

- Wipe down kitchen counters.
- Wipe down tables and (plastic) chairs.
- Be sure stove/oven is turned off and wiped clean, including inside; microwave, as well.
- Sweep (or vacuum) all flooring (kitchen, bathrooms & main room).

Swiffer & pads available for kitchen and restrooms, if needed. *Please DO NOT "wet mop"

vinyl flooring*

- Take out all garbage (kitchen, bathrooms & main room)
- Make sure any food items stored in the refrigerator are removed.
- Make sure all personal items/decorations are removed.

Chapel

- Sweep or dust mop floors. Please DO NOT "wet mop" or use Swiffer wet pads on flooring.
- Check pews and rooms for personal items/decorations.
- Lock all doors.



Cleaning supplies are located in the back, left hand room (behind the kitchen) in Hardy Hall & under kitchen sink. There are a few cleaning items inside the cupboard in the smaller, center room of the Chapel, as well.

Basic rule of thumb: Leave it as clean as you found it. Thank you for your help!