

James L. McAfee Jr.
Chairman
Jack Foskey
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Jerronney Darrisaw
Larry Pope
Felice Pullen



Bill Lindsey
County Administrator

Joseph Carl Sumner Jr.
County Attorney

JOHNSON COUNTY BOARD OF COMMISSIONERS

Wrightsville Depot Rental Agreement

This agreement entered into on the ____ day of _____, 20____, by and between the JOHNSON COUNTY BOARD OF COMMISSIONERS and _____ (hereinafter referred to as tenant).

In consideration of \$200.00 and other good and valuable consideration, the Johnson County Board of Commissioners agrees to rent the space known as the Depot to the tenant, subject to the following restrictions and limitations:

1. No alcohol, drugs or intoxicants shall be served, used or otherwise present on the premises.
2. No tobacco products shall be used in or about the premises.
3. Upon presenting the deposit to reserve the Depot, tenant is required to provide proof of photo identification.
4. No cooking shall be permitted on the premises. Any food served on the premises shall be prepared elsewhere.
5. Nothing shall be attached to any part of the premises in a manner which would damage any surface, wall, floor, ceiling, door or any other part of the premises or which would leave a residue or mark of any sort. Use of tacks, nail or adhesives on any part of the premises is strictly prohibited.
6. No speakers or similar devices shall be used on or about the premises in a manner which constitutes a nuisance or a breach of the peace. No event on or about the premises shall feature DJs (i.e. disc jockeys), music or other audible sounds played through amplified speakers of any sort. No event on or about the premises shall feature bands utilizing amplified instruments or drums. Tenant agrees that should any source of noise or sound on or about the premises be audible to any person with normal hearing ability at a distance of 100 feet or more from the premises, the same shall constitute a violation of this agreement and the event shall end immediately.
7. Tenant agrees that should any noise or sound that violates this agreement occur and result in a public complaint to a local law enforcement agency of jurisdiction (City of Wrightsville Police Department, Johnson County Sheriff's Office), or should any action by tenant or any attendee(s) result in a public complaint to local law enforcement, the responding law enforcement agency shall have the authority at its discretion to order that the event be terminated immediately in order to protect public safety and welfare.
8. The premises shall be used in compliance with all federal, state and local laws, codes or regulations.
9. No loitering on or near the premises is allowed. Event attendees are to remain inside the facility or outside along the surrounding deck at all times unless entering/exiting the

premises. Under no circumstances should loitering take place along adjacent streets/streetscapes.

10. Tenant agrees to procure at its expense the services of private security to be present at all times in order to ensure that the event is conducted in a manner that is safe and orderly and consistent with both City of Wrightsville and Johnson County noise ordinances. Said security guard shall be either a bonded private security guard or an off-duty Georgia P.O.S.T. certified law enforcement officer. This shall apply for all events that occur after 7:00 pm, including those that begin prior to 7:00 pm but continue after this time. Tenant shall provide the name and contact information for the security officer upon making the reservation for the Depot. No security officer shall be required for any event that commences and ends before 7:00 pm.
11. The use of Sterno or similar products to heat buffet food service pans shall be permitted. There shall be no use of candles or other devices or objects which are lit with fire.
12. The premises must be cleaned and vacated by midnight on the date of the event. Tenant agrees that the event must conclude by no later than 10:00 pm. Any event that exceeds this time shall constitute a violation of this agreement.
13. All trash shall be removed from the premises and all trash or trash bags shall be placed in the outside storage container and pulled to the curb for pickup.
14. The code to enter the premises shall be changed by the Office of the Johnson County Board of Commissioners before noon on the first business day following the event.
15. At the conclusion of the event and no later than the time of departure by Tenant, all doors to the premises shall be locked and the power lever outside of the main entrance shall be pulled down.
16. Tenant acknowledges and agrees that he/she shall be strictly and personally responsible and liable to the County for any and all damage to the premises as a result of or arising from the event regardless of causation. This shall include damage caused by any attendee regardless of whether that attendee was invited or not or whether Tenant could have reasonably foreseen or anticipated any such resulting damage.
17. Jurisdiction and venue for any action arising from this agreement shall be brought in a Court of competent jurisdiction of Johnson County, Georgia. Tenant hereby consents to and waives any objection to the same.
18. Tenant accepts the premises "AS-IS" and assumes any and all risks arising from the use of the premises. The Johnson County Board of Commissioners shall not be liable to Tenant or any third party as a result of Tenant's use of the premises.

There is paid herewith a \$200.00 refundable deposit for cleaning and damages. Should there be any damage to the premises, the deposit shall be first used to restore the premises. Any amount of damage in excess of the deposit shall remain the responsibility of the tenant.

Any tenant who fails to abide by the restrictions and limitations set forth above, shall be subject to forfeiture of the deposit and/or denied future use of the premises.

Tenant agrees to fully indemnify Johnson County Board of Commissioners should any action result in judgement against it.

Tenant _____

Event Date and Time: _____ at _____ am/pm

Tenant Name (please print): _____

Address: _____

Phone: _____

Johnson County BOC Representative: _____