



## Banquet Space Rental Agreement

**Facility Usage** –Banquet facilities may not be reserved more than one (1) year in advance nor shall the facilities be reserved for long-term, reoccurring functions and events. No facilities may be used for fundraising purposes without prior approval from the City of Buford. Ticketed entry, cover charges, entry fees, and similar outlays shall be prohibited while renting the banquet facilities. Commercial solicitation and transactions are prohibited. Request for periodic, regularly recurring use of facilities must be approved by the City of Buford. When facilities are not in use for scheduled activities, and are available to the public for rent, then use of facilities is available on a first come, first serve basis. The City may waive the respective rental fee for any service organization that is housed within the City of Buford that was in existence prior to 1995 and at one point utilized the former Buford Civic Center as a meeting location. (e.g. Lions Club, Lanier Women’s Club, Rotary, Kiwanis)

**Hours** – Facilities may be rented Monday through Thursday 8:00 a.m. to 10:00 p.m., Friday & Saturday 8:00 a.m. to Midnight, and Sunday 12:00 p.m. to midnight. No facility may be used past 12:00AM. without prior approval from the City of Buford. Please allow ample time for setup before the event and clean up after the event. In no case shall an event serving alcohol extend past 1:55 a.m. Half day rentals are four hours maximum and full day rentals are twelve hours. Setup and breakdown must take place within the specified rental time. Rentals do not include setup time or rehearsal time the day *prior* to the event. Prior day rentals are subject to the fee schedule in the Rental Agreement, subject to availability. All vendor drop-offs, setup, breakdown, and cleanup must take place within the specified rental time.

**Booking** – Rental of facilities is arranged through the City of Buford. Facilities and dates are considered a firm or contractual commitment ONLY upon execution of a Facility Rental Agreement by the Event Sponsor and the City of Buford specifying all details of the commitment. A rental deposit of 50% is required upon execution of the Facility Rental Agreement. The remaining balance is due thirty (30) days prior to the event.

**Rental Fees** – The rental deposit is due at time of application. The balance of the rental fee and the refundable security deposit are due thirty (30) days prior to the event. Applicant and guests may be subject to eviction, loss of security deposit and additional rental fees up to twice the rental rate if event exceeds the Rental End Time. Applicant may also lose facility use privileges.

**Setup**- Room rental fees include general setup of Buford Community Center tables and chairs as designed with the BCC staff. Setup of décor and any materials/items provided by a third party vendor is the responsibility of the supplier and/or renter.

**Security Deposit** – All rental applicants shall pay a rental security deposit. The deposit is refundable, if and only, the facility is left clean and there is no damage to furnishings or equipment. If damage occurs and the cost of the damage exceeds the amount of the deposit, the rental applicant shall be billed for any additional expenses. Damages could lead to losing facility use privileges. The decision of whether the deposit shall be refunded is solely up to the City of Buford and will not be refunded until the facility has been inspected by City personnel. The amount of the security deposit will be based on the number of attendees as stated below.

<b>Ballroom</b>	
0-50 Attendees	\$200 Deposit
51-150 Attendees	\$300 Deposit
151-250 Attendees	\$500 Deposit
250+ Attendees	\$500 Deposit
<b>Other Meeting Space</b>	
0-50 Attendees	\$100 Deposit
50+ Attendees	\$250 Deposit

**Insurance** – A Liability and Indemnification Agreement must be signed by the renter for all events, both public and private. A certificate of insurance is required for all events booked for the theatre as well as all third-party vendors that operate in, around, or make deliveries to the Buford Community Center for any given event. The City of Buford requires comprehensive public liability and property damage insurance with a combined single limit of at least one million dollars (\$1,000,000), issued by a company licensed to provide such coverage in the State of Georgia, insuring against all liability arising out of the use of the Community Center. The City of Buford shall be listed as an additional insured on the policy and certificate.

**Reservation Status** – A rental reservation is considered binding after the Facility Rental Agreement has been signed by the rental applicant and approved by City personnel. Rental applicants shall not advertise any event until this time.

**Cancellation Policy** – Cancellation more than six months in advance of an event shall result in the loss of 25% of the rental deposit. Cancellation less than six months in advance of an event will result in a forfeiture of the full rental deposit.

**Waiver of Fees** - The City of Buford has the right to waive fees at the sole discretion of the City Manager or City Commission.

**Cleaning** – The facility shall be cleaned, all decorations and trash shall be removed, and the facility shall be vacated by the end time indicated on the Facility Rental Agreement. The rental applicant is responsible for removal of all personal articles, including leftover food, decorations, etc., and depositing trash in the dumpster behind the building. All table tops, chairs, countertops, and any appliances used shall be wiped clean. Rental applicant is not required to sweep or mop, but may be asked to spot clean. If it becomes necessary for City personnel to do an extensive cleaning there shall be a corresponding deduction from the security deposit, as determined by the City of Buford in its sole discretion.

**Prohibited Items**-Food items containing red dye are not permitted in the Buford Community Center including red punch, red velvet cake, food items with red/pink icing, etc. Real red rose petals are prohibited as floor or table décor. Helium

balloons, confetti, thrown rice/birdseed, and glitter are prohibited in the center. Birdseed shall be the only item allowed to be thrown in the driveway or parking lot. Sparklers and bubbles may be used outdoors at these events but shall be properly disposed of following the event.

**Decorations** – No decorations or temporary fixtures may be affixed to the building or any architectural feature with nails, tacks, staples, or any application that will cause irreversible damage. Tape is not permitted on any walls, glass, or fixture. Helium balloons are not permitted in the Community Center. No signs or banners may be affixed in the entry way of the Community Center without prior approval from City personnel.

**Alcoholic Beverages** – Alcohol may be served to persons over the age of 21 under the terms and conditions consistent with the applicable laws of the State of Georgia as long as the rental applicant abides by the following rules: (1) Alcoholic beverages must be obtained through and served by the BCC Preferred Caterer. (2) Approved caterers, other than the BCC Preferred Caterer, may supply their own alcohol if the approved caterer is also the rental applicant. (3) If alcohol is being served, a Gwinnett County Police Officer must be present from the time guests begin arriving to the end of the event. City personnel will engage and schedule Gwinnett County Police Officer(s) as well as payment for the services of the officer(s). The number of police officers needed for an event serving alcohol is listed below. The fee for obtaining police officer(s) is determined by the Gwinnett County Police Department. The total fee for security shall be paid to the City in advance and City personnel shall secure police for the event. (4) Events in which alcohol is being served shall not serve alcohol beyond four (4) hours. The alcohol serving period may be extended longer than four (4) hours at the discretion of the City Manager. Extension of the serving period will be on a case by case basis and may be subject to other stipulations as designated by the City Manager. Request shall be made by application as determined by the Director. Approval must be received prior to the event. If the extension is not approved, parties will be notified as soon as practical.

The rental applicant shall take responsibility for and hold the City of Buford harmless and indemnify the City and its officials and employees from all liabilities arising from the serving and consumption of alcoholic beverages.

Number of Guests	Required Number of Police Officers
0-150	1
151-350	2
350+	3

**Caterers** – All food and beverage is to be arranged through a Buford Community Center approved caterer. The Buford Community Center will select a preferred catering company that will provide all alcoholic beverages as well as concert and theatre concessions. Approved caterers that rent their own space will be allowed to furnish their own alcoholic beverages in compliance with city and state alcohol ordinances.

**Parking** – Parking is available at Buford Community Center, Town Park & Theatre on a first come, first serve basis. Parking permits are not required. The City does not provide personnel to direct traffic or parking. Buford City Hall and other City owned parking facilities may be used for additional parking.

**Handicapped Access** – Buford Community Center, Town Park & Theatre is handicapped accessible. Handicapped parking is available in the front and sides of the building.

**Minors** – Any rental with participants under the age of 18 is required to have at least one adult chaperon for every ten (10) minors present during the event. For any event in which alcohol is being served, the renter shall be at least 21 years of age.

**Personal Property** – The City of Buford is not responsible for any valuables or personal property left on the premises.

**Smoking** – Smoking is prohibited inside the Buford Community Center, Town Park & Theatre.

### Electronic Sign General Policy

The electronic, multiple message board located at the Buford Community Center at 2200 Buford Highway, shall be maintained for the main purpose of notifying the public of upcoming City sponsored events that are located at the Buford Community Center Town Park & Theatre and as may be required by the Georgia Department of Transportation. The City may list any other events or notifications at the discretion of the City Manager.

#### 1. Ballroom Events

Events that rent the full ballroom at full-day fees (e.g. weddings, corporate events, social meetings and banquets) may also be listed on the message board at the discretion of the BCC Director. Such event listings will be considered based on content, available space, and availability of the BCC staff for design and implementation. Event listings shall not be guaranteed for any event or for any specified length of time. The BCC staff shall design, create, and maintain all aspects of event listings. Event listings shall not contain advertisements or notices associated with for-profit events that rent space at the center. Event listings shall not contain sponsor logos or other means of advertising a for-profit entity.

Initials \_\_\_\_\_

I have read all of the rental policy information and agreements provided to me and agree to comply with my signature below. I understand that my security deposit may be forfeited or I may be billed for any additional expense should any of the aforementioned requirements be ignored or abused, or if any damages are a result of the actions of my rental.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Buford Community Center Authorized Signature:**

\_\_\_\_\_ **Date:** \_\_\_\_\_

The City of Buford reserves the right to refuse applications for good cause or to revoke the rental applicant's permit privileges. If this occurs, we will attempt to notify you as soon as possible.