

ELLERSLIE DEPOT

**The Ellerslie Volunteer Fire Department
13425 Warm Springs Road
P.O. Box 96
Ellerslie, GA 31807
(706) 568-0705
www.ellerslievfd.com**

Facility Use Policy

1. Applicants

The Undersigned agrees to rent from The Ellerslie Volunteer Fire Department (EVFD), a Georgia non-profit corporation, such facilities as listed herein:

- The Ellerslie Depot is available for use by all residents, nonprofit organizations, civic clubs, businesses and nonresidents. A user fee is charged to offset utility costs and maintenance for the Depot.
- Applicants must be at least 21 years of age.
- A copy of the Applicant's driver's license must be provided to the Agent of the EVFD with the completed User Agreement.
- Applications for groups of minors will be approved, only if the adult who fills out the form accepts the responsibility for supervision throughout use of the Depot.
- Applications may be made for private functions only. No applications will be approved for a teen activity or program or event that is opened to the public.

2. Premises

- The EVFD agrees to grant Applicant use of Depot and grounds. Use is restricted to agreed upon areas, and any other access is not available.
- Use of the Depot is scheduled on a first-come first-served basis. EVFD events are given first priority.
- Premises shall be available for occupancy from agreed upon time, and not continue beyond specified time in contract without permission of the EVFD.
- Ending time for all events will be specified in writing in the appropriate section of the agreement and can be no later than midnight. All supplies, decorations, equipment, etc. provided by the applicant must be removed by such time unless other arrangements have been made.

- Use of the facility for storage or breakdown the following day is subject to a usage fee up to the full user fee amount per day of storage.
- The EVFD is not responsible for items left on its premises whether they belong to the Applicant or a vendor/supplier with whom the Applicant has contracted for rental equipment.
- Applicant may have access in the parking area; however, the EVFD is not obligated to furnish additional parking to Applicant.
- Any items left after the event with no prior arrangements made in this contract will be regarded as trash and removed.
- In order to maintain the heating and cooling in the building all doors and windows that open to outside areas must be kept closed.

3. Deposit & Payment

- Applicant agrees to pay all listed fees and possible fees as identified in the contract.
- Applicant further agrees and understands that they are responsible for repair and/or replacement of damage to premises, fixtures, appliances, or landscaping resulting from the use of said premises.
- The EVFD reserves the right to change the Eilerslie Depot deposit rates at any time without notice.
- **A \$50 deposit will be required of all renters.** This deposit will be refunded within 30 (thirty) days after the scheduled event provided no damage occurred to the building or grounds.
- This fee will be refunded at the discretion of the EVFD if the premises are left clean and undamaged after the event.
- All Depot renters are responsible for clean up of the premises and removal of all trash. Clean up includes: Sweeping the entire interior of the Depot and the porches, clean up of all surfaces in the kitchen area, wiping off all tables and chairs and stacking them neatly where they were prior to set up, cleaning the bathroom area with the toilet brush and cleaner provided, cleaning the bathroom sinks, removing all trash from the receptacles, Depot and grounds and transporting all trash off of the EVFD/Depot property.
- In the event of damage where repairs cost more than the \$50 deposit, a bill for said repairs, minus the \$50 deposit, will be sent certified mail to the applicant at the address provided on the agreement. Payment is then due upon receipt. After 30 (thirty) days of non-payment legal action will be taken. All legal costs incurred in the recovery of damages will be the responsibility of the Applicant.
- Deposit and full payment may be made in cash, by check or money order payable to EVFD, or by credit card. Please note: Credit Card payments may ONLY be made online

at our website www.ellerslievfd.com through the PayPal link. Online receipts are printable by the applicant at time of online payment only and cannot be reprinted by the EVFD.

- All payments made in person must be paid by check, money order or cash. A receipt will be provided when payment is received.
- Lack of receipt of deposit required, as set forth in this contract, will be grounds for cancellation of this reservation and forfeiture of all deposits.
- **A \$30 fee will be charged for any checks that bounce** or for credit card payments that are not valid for any reason. Reservations will be automatically cancelled.

4. User Fees

- The EVFD reserves the right to change the Ellerslie Depot user fees at any time without notice.
- **The Non-Member rate for Depot use is \$75.** The Non-Member rate is used for applicants who have not made an Annual Dues Donation to the EVFD in the current calendar year.
- **The Member rate for Depot use is \$50.** To receive the member rate, the applicant must have made an Annual Dues Donation to the EVFD in the current calendar year.

5. Cancellation Policy

- Cancellation of reservations made a minimum of 7 days before the event will be refunded by mail within 30 (thirty) days to the address provided by the applicant on the completed agreement.
- Cancellations will not be refunded if they are less than 7 (seven) days before the event.

6. Applicant's Conduct

- Applicant shall not use, or permit on the premises, anything that may be dangerous to life or limb.
- Applicant, its offices, agents, employees, invitees, representatives, and/or guest, as well as any other persons that may enter, shall not deface or injure the premises or any part thereof, or do anything or permit anything to be done on the premises which shall create a nuisance or which shall injure the reputation of the EVFD. Applicant shall observe all rules, regulations, codes, and ordinances established by the United States Government and the State of Georgia.

7. Sound and Noise

- Applicant shall not use any device or instrument, such as loudspeakers, radio broadcasts, or excessively bright or flashing light devices, the effects of which shall be

audible or visible beyond the confines of the premises which may be reasonably considered disruptive to the EVFD or its neighbors.

- The EVFD retains the right to determine the level of volume appropriate during events. Complaints from the neighbors or other violations of this section will result in immediate cancellation of event and loss of deposit.

8. Right of Access

- Any representative of the EVFD or the Ellerslie Depot may enter the premises at any time during the event and observe the Applicant's actions.

9. Security

- Security is not provided for any events or functions.

10. Food and Beverages

- Applicants are welcome to bring food and non-alcoholic beverages for any event.
- Alcoholic beverages are prohibited and may not be present, consumed, stored or purchased anywhere on the property.
- Caterers must be supervised by the Applicant while using the Depot kitchen.
- Kitchen rules are visibly posted and must be followed at all times.
- No food or beverages may be left or stored in the cabinets or refrigerator after the event.

11. Decorations

- Glitter, confetti, seeds, and sparklers, are prohibited from use.
- The use of tape, wire, staples, nails, tacks, glue, and similar damaging items are prohibited from use for securing decorations to Depot surfaces.
- The use of candles and luminaries must be in appropriate containers, and be approved by an agent of the EVFD prior to the scheduled event.

12. Entertainment

- Live entertainment must be approved by and agent of the EVFD at the time of application and contract signing.
- The EVFD will not provide any equipment for entertainment.

13. Indemnification

- Applicant agrees to indemnify the EVFD, its officers, directors and employees, from any and all actions, losses, damages, claims, or liability that may occur as a result of the holding of the scheduled event and incurs and assumes all responsibility for all actions, losses, damages, claims, or liability caused by not adhering to the EVFD's rules, policies, and guidelines (as established in the Ellerslie Depot Facility Use Policy).

14. Occupancy Restrictions

- Event logistics may prevent full use of event space, which will be determined by the EVFD.
- The Depot occupancy capacity is limited and cannot exceed 65 people.

16. Additional Restrictions

- Smoking is strictly prohibited at the Ellerslie Depot and it is recommended that applicant inform all event guests of this policy.
- Any open flame, other than the use of pre-approved candles and luminaries is strictly prohibited.
- Pyrotechnics (fireworks), firearms or weapons of any kind are prohibited.
- Pets are prohibited inside the Depot. Pets must be kept on a leash and supervised when on the grounds.
- Failure to abide by these policies will cause immediate cancellation of the event.

17. Set Up

- All set up for the event must be completed during the hours listed in the agreement and may not interfere with any other scheduled events. Any exceptions must be made during the time of contract signing by the Applicant and Agent of the EVFD and are established in writing in the contract.

18. Grounds Maintenance

- Depot grounds maintenance is provided by volunteer labor from within the community. Therefore, grounds maintenance is not guaranteed for any scheduled event.

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Facility Use Application

(Application must be submitted a minimum of 14 days prior to event.)

Application submitted on behalf of: Group, Individual or Organization (Circle One)

Name: _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Individual responsible for event:

Name: _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Driver's License Information: _____

Home Phone: _____ **Work Phone:** _____

Cell Phone: _____ **Fax:** _____

Email: _____

Type of Event: (Circle One) Wedding, Reception, Meeting, Birthday Party, Banquet,

Educational Class, Family Reunion, Class Reunion, Other (Describe below)

Other: _____

Date of Event: Month: _____ Day: _____ Year: _____

Age Group: (Circle One) Adults, Teens, Children, Mixed

Number of Participants: _____

Event Start Time/Setup: _____

Actual Event Time: _____ to _____

End Time/Cleanup: _____

Live Entertainment: (Circle) YES NO

If yes, describe: _____

Equipment to be used: (musical instruments, live band, CD player, amplifiers, microphones, etc.)

User Fees:

Non-Member Fee: \$75

Member Fee (Dues Paid): \$50

Deposit: \$50

Total Fees Due: \$_____

Applicant's Initials: _____

Applicant Confirmation of Facility Use Policies:

The Deposit will be refunded within 30 (thirty) days AFTER event date, provided the facility is left in acceptable clean condition with no damages to the facility or grounds. Refunds will be made by mail within 30 (thirty) days to the address listed on the completed application agreement.

Applicant's Initials: _____

Clean up includes: Sweeping the entire interior of the Depot and the porches, clean up of all surfaces in the kitchen area, wiping off all tables and chairs and stacking them neatly where they were prior to set up, cleaning the bathroom area with the toilet brush and cleaner provided, cleaning the bathroom sinks, removing all trash from the receptacles, Depot and grounds and transporting all trash off of the EVFD/Depot property.

Applicant's Initials: _____

In the event of damage where repairs cost more than the \$50 deposit, a bill for said repairs, minus the \$50 deposit, will be sent certified mail to the applicant at the address provided on the agreement. Payment is then due upon receipt. After 30 (thirty) days of non-payment legal action will be taken. All legal costs incurred in the recovery of damages will be the responsibility of the Applicant.

Applicant's Initials: _____

Cancellation of reservations made a minimum of 7 days before the event will be fully refunded by mail within 30 (thirty) days to the address provided by the applicant on the completed agreement.

Cancellations will not be refunded if they are less than 7 (seven) days before the event.

Applicant's Initials: _____

Deposits and full payment may be made in cash, by check or money order payable to EVFD, or by credit card. Please note: Credit Card payments may ONLY be made online at our website www.ellerslievfd.com through the PayPal link. Online receipts are printable by the applicant at time of online payment only and cannot be reprinted by the EVFD.

Applicant's Initials: _____

A \$30 fee will be charged for any checks that bounce or for credit card payments that are not valid for any reason. Reservations will be automatically cancelled.

Applicant's Initials: _____

Non-payment of deposits, as set forth in this contract, will be grounds for cancellation of this reservation.

Applicant's Initials: _____

I have been provided with a copy of the Ellerslie Depot Facility Use Policy. I have read and understand the Policy and I accept the Policy as legal and binding. I agree to pay all fees as stated in the Policy.

Applicant's Initials: _____

PAYMENT METHOD:

Cash: \$ _____ / Received By: _____ Date: _____

Check: # _____ \$ _____ / Received By: _____ Date: _____

Credit Card Payment: Made Online / Verified Online By: _____ Date: _____

FOR EVFD/DEPOT AGENT USE ONLY:

I, _____, have scheduled this reservation for the Ellerslie Depot and I will personally mark the date(s) on the Ellerslie Depot Calendar. I accepted payment in the amount of \$_____ and will transfer all monies to the EVFD Treasurer as soon as possible. I will be responsible for securing any further deposit payments and making sure all aspects of this reservation are handled appropriately and in accordance with the Ellerslie Depot User's Policy.

Signature: _____

Date: _____