

# **Home Builders Association of Statesboro (HBAS) Facility Usage & Liability Agreement**

This is an agreement between the Home Builders Association of Statesboro, hereinafter referred to as "HBAS", and \_\_\_\_\_, hereinafter referred to as "Lessee". This agreement outlines the policies and procedures necessary to lease the HBAS facility at 1223 Merchants Way, Statesboro, GA 30458.

## **Rental Rates, Fees, and Credit Card:**

- Rental during normal business hours, Monday – Thursday, 9:00 AM - 6:00 PM: \$250.00 per day
- Evening Rental hours, Monday – Thursday, 6:01 PM - 11:59PM: \$400 per evening
- Friday/Saturday/Sunday, 9:00 AM - 11:59 PM: \$700 per day
- If agreement is executed by a member in good standings of HBAS they will receive a 20% discount on stated rental rates.
- Facilities must be cleaned and vacated at the end of the reserved hour. An additional fee of \$200 PER HOUR will charged for events extending beyond the previously scheduled ending time.
- Extended access for set-up, decorating before the scheduled start of the event will result in an additional \$200. (If available)
- A 50% deposit on rental fee must be paid to reserve the facility. The balance must be paid at least one week prior to the event. If alcohol is being provided we need to know at least one week prior to the event. A copy of Lessee credit card will be held and charged if necessary for any additional fees, and/or damage or expense caused by the Lessee and his/her guests, suppliers, vendors, staff, etc.
- Additional fees may be incurred by the Lessee, where applicable, for technical assistance, security, maintenance, energy surcharge, and damages.
- HBAS personnel may be required to be on-site for events held during non-business hours.
- Cover charges to any guests are not permitted at any time.
- Maximum occupancy HBAS allows in this facility is 150.

### **Insurance and Liability**

- A Certificate of Insurance with the Home Builders Association of Statesboro listed as additional insured is due prior to usage of the facilities. Please know that by signing the agreement that you are agreeing to the following procedures as well as accepting that the Home Builders Association of Statesboro Board Members, Members, and Employees will not be held liable for any accidents or damage that occurs during usage of the facility.
- The Lessee will hold the HBAS Board Members, Members, and Employees harmless and keep exonerated from all loss, damage, liability or expense occasioned or claimed by reasons of acts or neglects of the Lessee or his employees or visitors or of Independent Contractors engaged or paid by Lessee whether in the leased premises or elsewhere in the building or its approaches.
- HBAS assumes no responsibility for personal or group property brought on to the premises by lessee or third party vendors.

### **Closing time:**

- The facility closes at 11:59 PM. Refer to Rental Rates, Fees and Credit Card Section.

### **Security:**

- When an event or any portion of an event involves the service of alcohol, the Lessee must provide certified security officer(s). If Lessee fails to provide security officers, then Lessee will be assessed a \$1000 fee to their credit card.

### **General rules and regulations:**

- HBAS does not allow this facility to be used for college parties or events without written permission in advance of the event by the HBAS.
- Furniture and equipment are not to be moved or removed, unless agreed upon one week prior to the event. Moving furniture and equipment may result in an additional fee.
- The use of fire pit is not permitted. No open fires or flames are permitted.
- Home Builders Association of Statesboro is a Tobacco Free facility. Smoking of any kind and other tobacco products are not allowed in the building at all.
- No animals other than service animals are allowed inside HBAS facilities.
- Children are expected to be supervised at all times and should not be allowed to run inside the facilities or jump on furniture, and should be limited to the rented facility space.
- HBAS personnel are not available to assist in unloading and loading of materials before or after an event.

- Third party vendors such as caterers, decorators, and musicians must set-up and clean-up during the predetermined times.
- The lessee is responsible for any and all damages sustained by all third party vendors.
- Please refrain from throwing any foods, particularly food and cake.
- Outside structures and tents must be approved by Home Builders Association of Statesboro at least one (1) week prior to the event.

**Use of Facilities:**

- Any and all items stolen due to the tampering with or taping of locks, or propping doors will result in the lessee being charged for the stolen items.
- Sidewalks are not to be used for meeting places. Damage to plants and flowers will be paid for by the lessee.
- Sidewalks are off limits to vehicular traffic and parking.
- No cooking on the covered patio. The designated cooking area is the parking spaces on the right side of the building.
- If the sound system or projector were used, please ensure that the power for both is turned off.
- **Sound System is for speaking purposes only, music of any kind must be provided by your own sound system. No outside music will be allowed.**
- **Stage Podium shall not be moved during use of facility. If podium needs to be moved, notify HBAS 1 week prior to event.**

**Use of Alcohol:**

- The Lessee must be 21 years of age and be present during the entire event. A copy of the representative's driver's license must be provided at least one (1) week prior to the event.
- Cash bars are not permitted.
- Proof of legal drinking age must be requested of all guests consuming alcoholic beverages.
- No one under the age of twenty-one (21) will be served alcoholic beverages at any event.
- Signs notifying attendees of legal drinking age and proof of legal drinking age requirements must be posted at all events serving alcohol.

- All events where alcohol is served must have sufficient quantities of non-alcoholic beverages and food offerings for the duration of the event.
- Lessee must comply with all local, state, and federal laws and requirements.

**Decorations:**

- Decorations are not to be attached in any way to the surface, ceiling, or walls of the facility.
- Decorations must be free-standing.
- Decorations are not to be hung from the ceiling, wall sconces, or other fixtures.

**Closing and Cleanup:**

- Make sure that all lights have been turned off and that all doors are locked when leaving the building.

Make sure that the room temperatures are returned to their normal temperature settings.  
Winter/Fall – 60 degrees heat. Summer/Spring – 85 degrees cool.

- Lessee will return facilities and property in the same condition they were provided, including all tables & chairs in their original location. *(See attached room layout.)*
- Lessee is required to place all garbage in plastic bags and in the proper trash container which is located just outside the brick patio area.
- Any and all costs associated with cleaning due to spills, messes, garbage, etc., other than normal wear and tear, will be the responsibility of the lessee and will be charged to the Lessee credit card.
- All damaged, broken or removed property of Home Builders Association of Statesboro is the responsibility of the lessee and shall be paid for or replaced by lessee. The Home Builders Association of Statesboro has a table & chair count. Any not accounted for will be charged to the Lessee credit card.
- A \$150.00 clean up fee will be charged for use of building.

The facility will be evaluated the following business day by the HBAS to evaluate any additional charges.

In case of emergency or any questions during the usage of the facility, please contact the Executive Officer, Theresa Scott @ 912-682-4617.

I, \_\_\_\_\_, do agree to the requirements that have been set forth in this Facilities Usage & Liability Agreement by the Home Builders Association of Statesboro.

I understand that a copy of Credit Card will be held on record for any damages that occur.

_____		_____	
<b>Lessee signature</b>		<b>Date</b>	
_____		_____	
<b>Date Requested for Facility Use</b>	<b>Times Requested for Facility Use</b>	<b>Will alcohol be provided</b>	

_____	_____
<b>HBA of Statesboro President</b>	<b>HBA of Statesboro Executive Officer</b>

(revised: 12/31/20)

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**FOR OFFICE USE:**

Lessee Contact Information:

Mailing Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone: \_\_\_\_\_ (home) \_\_\_\_\_ (work) \_\_\_\_\_ (cell)

Total Charges: \_\_\_\_\_

Deposit Amt/Date Paid: \_\_\_\_\_

Balance Due/Date Due: \_\_\_\_\_

Date Copy of Signed Agreement Sent to Lessee: \_\_\_\_\_