



EMERSON FACILITY RULES

COMMUNITY CENTER & EMERSON LAKE HOUSE

P.O. Box 300 700 Hwy 293 Emerson, GA 30137
Phone (770) 382-9819

Facility Usage – The City retains full discretion to grant, deny, or restrict any rental request, and may do so for any or no reason. The facilities may only be rented for events and occasions consistent with the setting, furnishings, and character of the facility. The facilities may not be reserved more than one (1) year in advance. The facilities may not be used for fundraising purposes without prior approval from the City. Ticketed entry, cover charges, entry fees, and similar outlays shall be prohibited while renting the facilities. Commercial solicitation and transactions are prohibited. Requests for periodic, regularly recurring use of the facilities must be approved by the City.

Hours – Community Center Facility rental hours are Sunday through Saturday 9:00 a.m. to 9:00 p.m. Emerson Lake House Facility check-in is at 1:00 p.m. and check-out is 10:00 a.m. - late check-out will result in additional charges of \$100.00 per hour.

No facility may be used past the posted time without prior approval from the City. Please allow ample time for setup before the event and clean up after the event. Setup, breakdown and cleaning must take place within the specified rental time. No early admissions are permitted for either facility. Renters only have authorization to be on the premises for the rental date(s) that are reserved. Entering the facility on a date not reserved will result in forfeiture of the security deposit.

Responsible Party – The responsible party, sometimes referred to as renter or rental applicant, shall be at least 18 years of age for the Community Center Facility and 25 years of age for Emerson Lake House Facility. The responsible party shall be the person listed on the Facility Rental Agreement and must be present during the reservation and rental period. In the event of a rental by a business, company, corporation, etc. a responsible party shall be named.

Reservations - Rental of the facilities are arranged through City Hall. Reservations are considered a firm or contractual commitment ONLY upon execution of a Facility Rental Agreement and payment of the security deposit in full.

Security Deposit - All rental applicants shall pay a security deposit as outlined in the City of Emerson Fee Schedule. The deposit is refundable, if and only, the facility is left clean and there is no damage to furnishings or equipment (cancellations may result in loss of security deposit as outlined below). 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 and/or civil proceedings. The decision of whether the deposit shall be refunded is solely up to the City and will not be refunded until the facility has been inspected by City personnel.

Cancellations - Should the renter, for any reason outside the control of the City, cancel the contract the security deposit shall be forfeited to the City.

Rental Fees- All rental applicants shall pay a rental fee as outlined in the City of Emerson Fee Schedule. Rental fees shall be due at time of key pickup.

Key Pickup/Walk Thru –Keys are to be obtained at City Hall Monday thru Friday 8:00 a.m. thru 5:00 p.m. excluding holidays. Keys may be picked up the day of or the day before the rental date/event for Community Center and of the rental of Emerson Lake House. All fees including security deposit and rental fees must be paid. Keys will only be released to the individual named on the Facility Rental Agreement. After the rental period, keys must be returned to either the drop box located in front of City Hall or in person by the next business day after rental.

Cleaning – Renter is responsible for set-up and clean up of the event. At the end of the subject event, Renter shall, at its sole expense, take all necessary actions to return the facility to the same condition existing prior to such event, including, without limitation, all cleaning, repair, and restoration necessary to return the facility to the same condition as noted during the initial walk thru inspection. The facilities shall be cleaned, all decorations and trash shall be removed, and the facilities 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 receptacles located outside the facility. All table tops, chairs, countertops, and any appliances used shall be wiped clean. Floors shall be cleaned. If mopping is necessary, water is to be used with no cleaners. Renter is responsible to leave the parking lot free of trash and debris from the event, such as rice, seed, or vehicle decorations from weddings. The City shall provide a broom and dustpan, mop and mop bucket, garbage bags and all purpose cleaner for use. If it becomes necessary for the City to do an extensive cleaning there shall be a corresponding deduction from the security deposit, as determined by the City in its sole discretion. If costs to clean and/or repair the facility exceed the amount of the deposit, the renter shall be responsible for additional costs. If the renter fails to pay the additional costs, as requested by the City staff, the renter shall be responsible for all collection costs and/or attorney's fees

Decorations - Decorations shall be used in such a manner as to prevent damage of any kind to the facility and its furnishings. No decorations will be permitted which are taped, tacked, stapled, nailed, or otherwise fastened to the walls, ceilings, doors, or floors of the facility. If paper is used to cover tables, the renter shall be responsible to remove all tape from the tables. No covering may be tacked, stapled, nailed, or fastened in any manner which will damage the tables or furniture.

Amplified Sound - No amplified sound systems shall be used. Videos, music, etc. shall be kept at a low volume so as not to disturb neighboring residents.

Protection of Surfaces - If any surface in the facility is used to place flowers, food, or beverages, then placemats and/or table cloths should be used for protection of such surfaces. No hot cooking utensils shall be placed onto counters or furniture without proper protection.

Birdseed and Other Items - Throwing of birdseed and other items inside the facility is prohibited.

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Animals - Animals are prohibited inside the Community Center Facility except for those that are necessary for medical conditions.

Appliances / Kitchen Facilities - Community Center Facility - Use of the kitchen by the renter shall be for food serving only. Incidental use of the stove, oven, refrigerator, and/or freezer shall be permitted only to maintain temperature of foods and beverages to be served during the event. The renter shall be responsible to provide dishes, cups, glasses, eating and serving utensils, kitchen and table linens, as they are not provided by the City. Emerson Lake House Facility - Correct use of the kitchen, appliances and utensils are the responsibility of the renter. The City of Emerson is not responsible for any accident, injury or death caused by the use of any equipment or utensil within the kitchen. The kitchen appliances, utensils, dishes, cookware, etc. must be cleaned before check-out. The City provides dish soap, dish drain rack, dish towels and all purpose cleaner.

Tables / Chairs - Rental of the Community Center Facility includes the use of tables and chairs located at the facility. No other equipment shall be provided by the City, such as sound system, television, videocassette recorder, overhead projector, etc. When moving tables and/or chairs be sure to pick them up and not drag them across the floor. All tables and/or chairs must be placed back into the storage room before leaving the building.

Gates - The Emerson Lake House Facility is accessed through restricted roadways protected by gates. The gate located at Old Allatoona Road is to be shut and locked after entry and any time the renter enters or leaves the area. Once at the EMREC site, there is a red gate located at the entrance. This gate shall be shut and locked when leaving the facility.

Towels and Linens - The Emerson Lake House Facility provides a set number of towels, washcloths and bed linens for use while at the facility. The City does not restock these items during your stay. When checking out, please place all dirty towels, washcloths and used bed linens in the hamper provided. A charge will be assessed for missing, stained or damaged towels, washcloths or bed linens.

Fireplace - The Emerson Lake House Facility is equipped with a fireplace. Correct use of the fireplace is the responsibility of the renter. The City is not responsible for any accident, injury or death caused by the use of the fireplace. The City does not provide wood for the use in the fireplace. Renters are not authorized to chop down trees or burn pine in the fireplace. Several local establishments sell firewood suitable for use in the fireplace. When leaving the facility, the fireplace must be cleaned. Ash may be placed in the provided ash bucket, once cool, and left for disposal by the City. DO NOT leave fire burning in the fireplace without supervision or place hot ash in the ash bucket.

Grill - The Emerson Lake House Facility provides an outdoor grill for use by the renter. Correct use of the grill is the responsibility of the renter. The City is not responsible for any accident, injury or death caused by the use of the grill. Please assure that all fires are extinguished before leaving the facility.

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Restrooms, Sinks and Shower: The facilities are equipped with two restrooms. Please do not flush feminine products, wipes, paper towels, trash or diapers in the toilets. Do not pour chemicals down any of the drains located in the kitchen or restrooms at either facility.

Hunting: The Emerson Lake House Facility is located on U.S. Army Corp of Engineers property. No hunting is allowed without a valid permit from the U.S. Army Corp of Engineers.

Fishing: The Emerson Lake House Facility rental does not include a Georgia fishing license.

Dock: The Emerson Lake House Facility has a dock located at the water. Correct use of the dock is the responsibility of the renter. The City is not responsible for any accident, injury or death caused by the use of the dock. The dock does not contain handrails nor handicap accessible facilities. The dock may be slippery. Use at your own risk.

Lake: The Emerson Lake House Facility is located on Lake Allatoona which is managed by the U.S. Army Corp of Engineers. The City is not responsible for any accident, injury or death caused by the use of the lake. Furthermore, the City has no control over the water level of the lake. Renters should contact the local U.S. Army Corp of Engineers to determine water levels during their stay.

Swimming: The Emerson Lake House Facility is located on Lake Allatoona. The City does not provide lifeguards. Renters are responsible for their own safety and safety of their guests. The City is not responsible for any accident, injury or death caused by use of the lake.

Parking - Community Center Facility parking is available on a first come, first serve basis. Parking permits are not required. The City does not provide personnel to direct traffic or parking. Emerson Lake House Facility parking is available on gravel surfaces within the EMREC site. No parking is allowed outside the gravel areas.

Handicapped Access – Community Center Facility - built in the 1960's and therefore is not fully handicapped accessible. The front entrance contains a ramp with double front doors to allow for entrance. No other areas of the facility are handicapped accessible.

Emerson Lake House Facility - also built in the 1960's, therefore, it is also not handicapped accessible.

HVAC – The HVAC system is installed for your comfort during use. When leaving the facility please set the thermostat to appropriate temperature/setting as follows:

Warm Season – A/C 78 degrees

Cold Season – Heat 64 degrees

Minors - Community Center Facility - 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.

Emerson Lake House Facility- Any rental with participants under the age of 21 is required to have at least one adult chaperon for every ten (10) minors present during the event.

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Personal Property - The City of Emerson is not responsible for any valuables or personal property left on the premises.

Smoking - Smoking is prohibited inside the facilities.

Alcohol / Illegal Drugs – Community Center Facility is an alcohol and drug free facility. The Emerson Lake House Facility is a drug free facility.

Assumption of Liability - Renter hereby assumes full responsibility and liability, and shall compensate the City, for any damage to the Community Center or theft of or damage to the Community Center's furnishings, decorations, fixtures, floor coverings, flooring, window treatments, appliances, or other property of the City arising from or relating to the subject event or anyone entering City property for such event.

Release and Indemnification - To the fullest extent permissible under Georgia law, Renter hereby releases the City (its contractors, agents, and employees) from liability for, and agrees to indemnify, hold harmless and defend the City (its contractors, agents, and employees) from and against any and all losses, costs, claims, or suits (whether relating to property, death, or personal injury), damages, or expenses arising from or relating to: (i) Renter's failure to fulfill any of its obligations or any condition of this Rental Agreement; (ii) any damage, loss, expense, cost, or injury (whether in the nature of personal injury, death, or property) happening in or about the Community Center or Emerson Lake House Facility to Renter, its agents, contractors, employees, or invitees; and (iii) any judgment, lien, or other encumbrance filed against the City as a result of Renter's action.

The City shall not be responsible for any items of Renter, its agents, contractors, employees or invitees, and the City will not be liable for any damage to or loss of property of any type belonging to Renter, its agents, contractors, employees, or invitees, for any reason or cause whatsoever

The City of Emerson 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.

Date: _____

Renter's Signature

Initial: _____