

OAKWOOD CITY POOL
Lease Agreement

I acknowledge the following:

- *Your scheduled time for leasing the City of Oakwood Pool is specified on the Oakwood Pool Lease Agreement.*
- *Lease times are Tuesday through Sunday, 6:00pm to 8:00pm only.*
- *The city will not assume any responsibility for items that may be lost, stolen or unaccounted for.*
- *Amusement Items (Moonwalks, Waterslides, etc.), Petting Zoos and similar forms of outdoor entertainment are prohibited within the park area.*
- **NO** grills.
- **NO** DJ or live bands

I have read and agree to the above

Lessee

**LEASE AGREEMENT & RULES/REGULATIONS
GOVERNING USE OF THE OAKWOOD CITY POOL
OAKWOOD, GEORGIA**

RENTAL FEE: The rental fee of \$175.00 for 1-100 people. This is the same fee for City of Oakwood residents and non-city residents.

CANCELLATION BY LESSEE: Failure to notify the management of cancellation of a reservation at least one week prior to the rental date shall result in forfeiture of any fees paid.

FEE TERMS: Payment from out of town clients must be made by a money order, cashier's check or cash. Rental fees charged include only those rooms/spaces specified in the lease.

COMPLIANCE WITH LAWS & REGULATIONS: Lessee will comply with all laws, ordinances and regulations adopted or established by Federal, State or Local government agencies or bodies as well as all facility rules and regulations as provided by lessor and lessee will require that its agents or employees do likewise.

Note: This includes all regulations of the Hall County Fire Department/Marshall and the City-County Inspection Department.

CONCESSIONS: The management shall run all concessions when deemed profitable.

CATERING: All catering must be performed by caterers who have a valid business license in the State of Georgia (a copy of which must be supplied as a part hereof). Caterers who do not have a valid business license will not be allowed to use the Oakwood City Park. It is the responsibility of the lessee to make arrangements only with a caterer who is approved.

ALCOHOLIC BEVERAGES: No alcoholic beverages or drinking of intoxicating beverages shall be done in or around lessor's facility.

SMOKING: No tobacco products or any kind shall be done in or around lessor's facility.

CHAPERONES: Any events for teenagers shall require at least six adult chaperones.

DECORATIVE MATERIAL: NO DECORATIVE MATERIAL SHALL BE ATTACHED TO ANY PART OF LESSOR'S FACILITY THAT WOULD CAUSE DAMAGES.

SIGNS: No signs shall be posted or used except in spaces provided, therefore. Lessee shall remove all signs not meeting approval of management and not meeting requirements of the city sign ordinance.

INDEMNITY: Lessee agrees to indemnify, defend and hold harmless the lessor against all damages, expenses, costs, fees, charges, loss and liability, whether groundless or otherwise, which may be now or hereafter incurred against lessor by reason of any suits, actions, claims, proceedings, judgements or administrative rulings arising out of or in connection with the lease of the Lessor's facility of any portion thereof.

LESSOR'S RIGHT OF ENTRY: In permitting the use of the space herein before mentioned, Lessor does not relinquish and does hereby retain the right to enforce all necessary and proper rules for the management and operation of the said premises. Duly authorized representatives of the owner may enter the premises to be used, at any time on any occasion without any restrictions whatsoever. All facilities, including the area which is the subject of this lease, and all parking areas shall be always under the charge and control of lessor.

AGREEMENT TO QUIT PREMISES: Lessee agrees to quit leased space no later than the end term of this agreement and further agrees to leave leased space in condition equal to that at the commencement date of this lease, ordinary wear and use only excepted. Lessee is responsible for any damages done to the facility and will forfeit rental fee should damage occur. In addition, lessee will be responsible for payment of additional damages not covered by the damage deposit.

REMOVAL OF PROPERTY: Lessee agrees that all material pertinent to the event which are not the possession of the lessor will be removed from the premises before the expiration date of this lease.

PAYMENT OF DAMAGES: Lessee agrees to pay cost of repair or replacement for all damages of whatever origin or nature which may have occurred during the term of this lease to restore the leased space or other parts of the lessor's premises affected by the event to condition equal to that at the time this lease went into effect. Lessor will provide detailed billing and accounting to lessee when such restoration is completed.

COMPLETE AGREEMENT: All terms and conditions of this written lease agreement shall be binding upon the parties, their heirs or representatives and assigns and cannot be waived by any oral representative or promise of any agent or other representative of the parties hereto unless the same be in writing and signed by the duly authorized agent or agents who executed this lease agreement. Such written document must be incorporated by specific references herein as a part of this lease agreement.

SUBLEASE: The lessor's facility cannot be subleased without approval by the management.

BOOKING EVENTS: The management shall use discretion in booking like or similar events which are open to the public to avoid a time wise interference that would not be in the best interest of the lessee or the city. A booking shall only be considered as such after all contractual requirements of advance deposits have been fulfilled. Unless otherwise specified in writing, the management shall be privileged to schedule other events before and after dates of a lease without notice to the lessee.

PAVILIONS: No amplifiers or any other device for amplifying sound are allowed without approval of the management. Use of pavilions are restricted to 8:00 a.m. until 8:00 p.m.

IN WITNESS, WHEREOF: Having read and understand the above rules and regulations set forth by the management, I/We agree to abide by same and agree to be responsible for proper use of said facility as agreed in the lease.