



Forsyth County Senior Services

Facility Use Policy and Agreement

This Facility Use Policy and Agreement is hereinafter called this “**Agreement**”. This Agreement sets forth the policies, terms, and conditions that apply to the use of any facility operated by the Forsyth County Senior Services (“**FCSS**”) department. The Agreement requires the signature of the user(s) responsible for the event, which includes responsibility for all of user’s event guests, invitees, and attendees (all such persons using the facility are hereinafter referred to collectively as either the “**User**”, “**Users**”, or “**User Group**”; each of these terms are intended to be inclusive of the primary responsible user and all of such user’s event guests, invitees, and attendees, as the context requires).

Room	Facility	Capacity	Rate
Auditorium	Sexton Hall	112 - 230*	\$250 per hour, 2-hour min
Other Rooms-Classroom or Social Room	Sexton Hall	20-40	\$75 per hour, 2-hour min per room
Set Up Fee -Auditorium	Sexton Hall	112 - 230*	\$125
Set Up Fee-Other Rooms-Classroom or Social Room	Sexton Hall	20-30	\$25 per room
Audio/Visual Packages	Sexton Hall	N/A	See Below
Refundable Damage Deposit	Sexton Hall	N/A	\$350
Cleaning Fee	Sexton Hall	N/A	\$225, mandatory for rentals with 100+ guests or if food is present
Non-Profits with 501c3	Sexton Hall	N/A	20% Discount
Non-resident fee	Sexton Hall	NA	20% Additional of Sub Total

**Sexton Hall Auditorium has a seating capacity of 112 when seated around the 60” round tables and keeping the dance floor open, 160 when seated around the 60” round tables and covering the dance floor, and 230 when seating is theater style in rows.*

Any use of a facility involving more than 150 anticipated persons, in addition to executing this request form, shall require the User to apply for and have issued a permit per Section 62-31 of the County Code. The special event permit shall be submitted to Forsyth County Senior Services one month before the use date. Application can be found at: <https://www.forsythco.com/Departments-Offices/Administration/Special-Event-Permits>

Audio/Visual Packages: Includes the use of the projector and sound system.

A/V Package 1: Plug and Play – FCSS Staff sets up the projector and/or sound system for continuous, unassisted play. \$60 flat fee with rental.

A/V Package 2: Advanced A/V – FCSS Staff operates projector and/or sound system throughout designated program time. \$40 per hour.

Note: Only FCSS Staff will adjust the FCSS A/V Equipment.

Facility to be Used

Date and Time of Facility Use

GENERAL INFORMATION ABOUT USE OF THE FACILITY

- The facility is available to reserve for use Friday 5:00 p.m. to 10:30 p.m., Saturday 9:00 a.m. to 10:30 p.m., and Sunday 11:00 a.m. to 10:30 p.m. Events must end by 10:30 p.m. and the building vacated by 11:00 p.m. To reserve space, the requesting User shall submit a Facilities Use Reservation Request Form to FCSS.
- **The facility may be used for private events only. For purposes of this Agreement, a private event is where participation is limited to persons or groups specifically invited to attend. Public events, where the general public is invited, are not allowed.**
- Facility use fees are charged for the entire time during use. Any additional time will be deducted from the damage deposit.
- Facility use agreements must be signed by the User and FCSS staff to be valid.
- Facilities are not available when an FCSS program or approved activity is being conducted. Facilities and grounds may be fully or partially decorated for holidays.
- There is a two-hour minimum for all use reservations. Facilities are reserved on a first-paid basis.
- Requests will not be granted to Users that have exhibited unacceptable conduct during a previous use at any Forsyth County facility.
- Alcohol is not permitted at Sexton Hall unless the User obtains the required special event permits and liability insurance at least two weeks prior to the scheduled use date. FCSS will provide a written approval notice once required documents are provided for review. An information sheet can be provided upon request. Exceptions to this policy may be made for consumption by religious service leaders with prior approval of staff.
- Tobacco products are prohibited in all Forsyth County indoor facilities. All burning products are prohibited, excluding lit sternos for food catering.
- In the case of inclement weather, FCSS Staff will monitor the weather and communicate with the User. Any cancellation will be with as much notice as possible.
- No person under the age of 21 may enter into a facility use agreement.
- The User's use of the facility shall comply with all applicable laws, regulations, rules, and ordinances.

DAMAGE DEPOSITS

1. Refundable Damage Deposit fee of \$350 is due at the time of reservation.
2. Deposits will be refunded in full if FCSS staff reports that the facility was left in good condition. If any of the following or other damages are found, then the deposit will be forfeited in part or in full.
 - a. Damage to the facility, furnishings, or equipment.
 - b. Missing furnishings or equipment.
 - c. Facility needs a deep cleaning.
 - d. Any User displays improper behavior including, but not limited to, abusive or threatening language and physical violence.
 - e. Any User breaches any term, condition, or requirement of this Agreement.
 - f. User does not vacate the facility in the time previously agreed upon.

- g. The User Group exceeds more than 100 guests and did not pay in advance the cleaning fee.
3. User will be notified regarding the status of User's deposit within the week following event.
4. Any fees above the \$350 deposit will be billed to the User.
5. User will not be allowed to use any FCSS facilities until all fees are paid.

FEES

1. Rental fees must be paid in full at the time of reservation. An additional 20 percent will be added to all out-of-county resident Users.
2. If a User Group stays over their reserved time, the User Group will be charged by the hour. The hourly fee is calculated by dividing the pre-arranged fee by the number of hours allowed.
3. Any additional space outside the reserved use dates and times must be approved, reserved and appropriate fees paid.
4. For User Groups with greater than 100 guests, a cleaning fee of \$225 is required. If over 100 guests appear during the use of the facility, a \$225 cleaning fee will be deducted from damage deposit.
5. Nonprofit organizations with 501(c)(3) status will receive a 20 percent discount when using the Sexton Hall Auditorium for a minimum 2 hours.
6. Payments must be made payable to Forsyth County, with "Use Fee" noted on the check, and given directly to FCSS staff or mailed to the attention of F.C.S.S., 2115 Chloe Road, Cumming, GA 30041.

REFUNDS

1. Refunds will be granted when FCSS cancels a rental.
2. Refunds will NOT be given for User's failure to show or if proper cancellation notice is not provided in writing. If the User must cancel, refunds will be assessed according to the amount of written notice given based on the following schedule:
 - a. Full refund if more than one month before event
 - b. 50% refund two weeks before event
 - c. 20% refund one week before event
 - d. 10% refund between one week and 48 hours before event
 - e. No refund less than 48 hours before event

FCSS STAFF RESPONSIBILITY/AUTHORITY

1. User events are staffed according to the number of guests attending.
2. FCSS staff will meet with each potential User before the use reservation is confirmed.
3. FCSS staff will be responsible for set-up and breakdown of the facility space based on the agreed upon layout **provided by the User at least two weeks prior to facility use date.**
4. FCSS staff and User will conduct a facility walkthrough before and after the event to document the condition of the facility. A check list will be initialed by both parties.
5. FCSS staff has the authority to dismiss any person in the User Group or cancel the use of the facility at any time during the use period for a violation of the rules.

FACILITY USE RULES

1. User Groups that include youths must have a minimum ratio of 1 adult to 10 youths for proper supervision.

2. Facility use space includes access to the primary reserved room(s), restrooms, and foyer, only. Hallways within the facility are **not** part of the usable space by the User. Users shall **not** enter into other rooms or spaces in the facility.
3. The kitchen is not available for use and it is not available for entry.
4. No cooking or grilling inside buildings is allowed, including inside prep kitchen. Any flames such as lit sternos must be extinguished before disposal. Electric grilling may be allowed in designated outside areas to be determined in advance by FCSS staff. User must provide tent for cover if grilling in inclement weather.
5. Kitchen serving pieces and utensils, including spoons, tongs, bowls, etc., are not available for use by User Groups. Users may not enter the kitchen pantry or take any supplies from the pantry, cabinets, or drawers.
6. No alcohol may be brought to or consumed anywhere at Sexton Hall and grounds without required permits. Drugs are not allowed on premises. Any violation will result in forfeit of User's deposit.
7. FCSS reserves the right to deny any commercial recreation vender access to grounds who have not submitted proper insurance.
8. Tables and chairs designated for facility use will be set up in accordance with the agreed upon plan prior to the User's arrival time. Making use of other furniture, fixtures, or equipment is not allowed. Any such use may result in User being assessed an additional charge.
9. No items may be hung from any walls. Damage to any FCSS property will cause loss of security deposit. Special requests must be made in advance.
10. All decorations must be removed before leaving the facility.
11. Parking on roadways at FCSS facilities is prohibited.
12. For any advertising or marketing done for User's private rental, list "Sexton Hall Enrichment Center" or the address of 2115 Chloe Road, Cumming, GA 30041 or "Central Park Senior Services" or 2300 Keith Bridge Road, Cumming, GA 30040.
13. When food is being served, all tables must be covered by tablecloths. This includes serving tables and those for seating guest. Table clothes must be provided by renter.
14. Parents must supervise and monitor all children under 18 years of age. No one is allowed in the back of the building unless using rear restrooms.
15. Any unsafe, potentially unsafe, or disruptive conduct or attire is not permitted. When an unsafe or disruptive condition or behavior is identified, FCSS staff will alert the User as to the situation and need for remedy. If the unsafe condition or behavior is not corrected, use of the facility will be stopped until User comes into compliance. In the event of lack of cooperation, the User Group may be asked to leave the premises, the security deposit may be forfeited, and use of the facility may be cancelled.
16. Appropriate attire and footwear must always be worn on property and inside FCSS buildings. Special requests must be made in advance.
17. No conduct may occur during the use of the facility that constitutes "specified sexual activities" as that phrase is defined in the County's Adult Entertainment Ordinance, Code of Forsyth County, Section 10-31, et seq. ("**Adult Entertainment Ordinance**"). Should such conduct occur by any person in the User Group, the use of the facility will be stopped, the User Group shall be asked to leave the premises, and the User's use of the facility canceled.
18. No attire may be worn by any person in the User Group where any portion of a person's "specified anatomical areas" are exposed, with the phrase specified anatomical areas having the same meaning as in the Adult Entertainment Ordinance. In the event any person in the User Group wears such attire or displays specified anatomical areas, the use of the facility will be stopped, the User Group shall be asked to leave the premises, and the User's use of the facility canceled.
19. No performances may occur during use of the facility where any person in the User Group appears unclothed or in such attire, costume, or clothing as to expose any portion of his or her

specified anatomical areas or where such performances are characterized by an emphasis on specified sexual activities, as described in the Adult Entertainment Ordinance.

20. The use of sound amplifying equipment will be monitored to ensure noise levels are comfortable.
21. The use of fireworks or sparklers, fog machines, confetti, glitter, rice or silly string is **not** permitted anywhere inside or outside an FCSS facility. Any flowers and petals must be cleaned up completely.
22. Users must inform FCSS staff if a spill has occurred so that it can be cleaned up immediately. Excessive Food spills and messes throughout the facility and furniture will constitute a additional cleaning charge to be deducted from the damage deposit.
23. The use of the hallway and other passage areas are prohibited to be used for anything other than passageways for safety reasons.

SPECIAL REQUESTS

1. Alcoholic beverages are only allowed at Sexton Hall with proper Forsyth County and State of Georgia Special Event permits. User must provide permits, proof of liability insurance, and receive approval in advance from Sexton Hall management at least two weeks prior to reserved use date. A separate instruction sheet on how to obtain required permits can be provided upon request.
2. Additional rooms may be available to provide changing space for performers with additional fees.
3. The use of special equipment, play structures, animals, etc. must be requested in advance and pre-approved by FCSS staff. **Special requests and arrangements for decorating must be made at least 2 weeks in advance.**
4. Special permissions or accommodations granted for previous uses of the facility do not automatically extend to current or future use events. It is important to communicate any requests or needs early and clearly in the booking process to ensure the best possible event for all involved. Because we are not primarily an event venue, we can't always meet needs that have not been expressed and approved well in advance of the event date.
5. Tables and chairs are included in the use of the facility, with the number of each requested in advance. There is no guarantee of other equipment being available. Additional tables and chairs from an outside vendor may be arranged by the User at User's expense. Delivery and pick-up must be coordinated with FCSS Staff.
6. **Setup arrangements must be made at least two weeks in advance of the event date.** Arrival and departure time and number of attendees must be confirmed at this time. The number of chairs requested may not exceed the number of expected attendees.
7. Additional setup, cleanup and staff time must be paid in advance of the event. Any increase in number of attendees to more than 100 attendees will result in paying the required \$225 cleaning fee.
8. Each rental will be charged a set up fee.
9. FCSS is not able to store User's equipment and/or props.
10. Intended use of audio/visual equipment must be confirmed at least two weeks prior to the event and requires a run through by appointment during regular business hours to ensure successful operation. Internet and wi-fi access are not guaranteed. If using the Audio/Visual package, we recommend preparing a backup method for your presentation.
11. Any last-minute setup changes are not guaranteed and setup changes within the 48-hour period before event time may be assessed an additional charge plus an administrative change fee to be determined by FCSS staff.
12. There are 120 parking spaces at Sexton Hall. User shall communicate with staff if number of guests will exceed this to develop an alternative parking plan.

POST EVENT REQUIREMENTS

1. The User will be required to stay at the facility until all attendees depart, and FCSS staff and user will confirm that the facility has been cleaned and returned in proper condition per inspection.
2. User is responsible for cleaning up after the event and returning the facility to the condition it was before use of the facility began. A cleaning fee will be assessed if food is present, or the guests are exceed 100 guests.
3. At the end of the event time or at the request of the User, FCSS will provide large open trash cans to begin cleanup. All garbage, trash, food scraps, decorations etc. on floor and tables must be removed from the facility or disposed of in provided bags. FCSS will be responsible for disposing of bagged trash.
4. Food-based liquid cannot be poured down any FCSS drain.
5. If a deep cleaning is needed, an additional cleaning fee may be assessed.

RELEASE AND INDEMNIFICATION OF COUNTY

The undersigned User assumes all responsibility for, and risks and hazards of, User Group's use of the facility. User, on behalf of the User Group, their heirs, personal representatives, and assigns, hereby releases Forsyth County and Forsyth County's elected and appointed officials, employees, officers, representatives, volunteers, boards, commissions, consultants, attorneys, and agents (collectively, the **"County Parties"**) of any and all claims, demands, rights, causes of action, and liability of any kind whatsoever, arising from or by reason of, personal injuries, damages to property, and the consequences thereof, resulting from User Group's use of the facility.

The undersigned User further agrees to indemnify and hold harmless each of the County Parties for, from, and against any and all claims, actions, suits, proceedings, costs, expenses, damages, and liability of any kind whatsoever, including, but not limited to attorney's fees, which may arise from or be a result of User Group's use of the facility.

The undersigned User declares and affirms that he or she is of lawful age and legally authorized to sign this Agreement, which includes, without limitation, the release and indemnification as provided above.

This Agreement shall be governed by the laws of the State of Georgia without regard to choice of law principles. Any action or suit related to this Agreement shall be brought in the Superior Court of Forsyth County, Georgia, and User submits to the jurisdiction and venue of such court. If any part of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

The undersigned User affirms that he or she has read this Agreement and understands the policies, terms, and conditions applicable to the use of the facility.

User's Signature

Date