

Rules, Policies and Conditions for Use Jackson County Historic Courthouse (JCHC)

Terms of Use:

1. The person signing the Lease Agreement form accepts the role of Lessee and all responsibilities thereof as outlined on this form. Failure to comply with these rules can result in the loss of your total security deposit.
2. The lessee will be responsible for the payment of a NON-REFUNDABLE deposit upon the booking of an event. _____(lessee initial) The event date will not be held without this deposit and a fully executed lease agreement. The deposit goes toward the final balance. The remaining balance for the event rental and the damage/cleaning deposit is due ten (10) days prior to the event date. The separate DAMAGE/CLEANING DEPOSIT will stay on file, with the contract, until the week after the event takes place. The damage/cleaning deposit is returned or voided upon facility being left in appropriate condition per cleaning/damage check performed by the JCHC Manager. In the event of the facility, equipment, or property damage, all fees and expenses, exceeding the damage deposit, incurred by the Facility, will be billed, at actual cost plus 20% (for lost revenue) to Lessee. The Jackson County Historic Courthouse reserves the right to cancel any events it deems necessary. ANY breach of this agreement by the Lessee, will forfeit the damage/cleaning deposit. _____(lessee initial)
3. Rental fees must be paid in full a minimum of ten (10) days before the event. There will be a 20% late fee applied to the balance if not paid by due date. Event will be cancelled if balance is not paid within seven (7) days of event, and down payment will not be refunded.
4. The rental time span includes set up and clean up. Rental time period begins when the rented space is unlocked for the Lessee and ends when it is cleaned up to the satisfaction of the JCHC Management.
5. The application should be submitted at least 30 days in advance of anticipated use. Cancellation within 30 days of an event will result in forfeiture of the deposit. Cancellation more than 30 days in advance of an event will result in the return of ½ of the deposit.
6. Following an event, Lessee is responsible for leaving the facility clean and orderly. This includes all trash and debris put in garbage bags and places in trash receptacle located in JCHC parking lot; no damage to walls, floors, tables or chairs; all lessee decorations removed; if used, Conference Room must be vacuumed; if used, Catering area must be cleaned/swept/mopped; If used, Courtroom floor must be swept and spills must be cleaned; linens must be removed from tables and stacked onto one table. All decorations, flowers, equipment and paraphernalia must be removed immediately after the event. Nothing may be stored in the building before or after the event.
7. Stains and spills noticed BEFORE Lessee beings event should be reported to the Facility staff immediately. Failure to do so can result in damage, and loss of security deposit.
8. Table and chairs will be set up by Facility personnel. Written instructions are due to Facility Management no less than ten (10) days prior to event. Tables and chairs can only be moved with prior approval. Charges will occur for changes or additions to layout (# of tables/chairs) made day of event.
9. Any damage to the Jackson County Historic Courthouse or to any of the surrounding area that is deemed a consequence of the event held at the JCHC will be the responsibility of the Lessee. This will include any damages

incurred by any individual attending said event. Additional charges may be billed to the Lessee for damages if assessed by the JCHC Manager.

10. All activities conducted in county facilities are to be in compliance with all local, state, and federal laws and shall conform to existing and relevant county commission policies.
11. All promotional materials - newspaper ads, online notices, television notices, radio spots, flyers, brochures, etc. must be submitted and approved prior to distribution.
12. Jackson County personnel will be required in the building during events and must have access to all areas of the building at all times.
13. When the building is to be used by organizations or groups with members under 18 years of age, application for use must be made by an adult AND adult supervision must be present throughout the event. Children must be with an adult at all times and any type of "horse play" is not permitted.
14. Only authorized persons are allowed to operate sound, lighting, and audio visual equipment. Authorization can only be granted by JCHC Management and is given on an event by event basis.
15. Smoking, dipping, chewing or spitting of any tobacco product is prohibited in and around the Jackson County Historic Courthouse.
16. All caterers should be managed directly between the lessee and the caterer of their choice. Caterers must have a GA business license, be fully insured, and must comply with all JCHC rental policies. Any damage done to the JCHC that is determined to be due to the caterer will be the responsibility of the lessee.
17. Security personnel may be required at certain events and will be required for any event where alcohol will be served. Lessee must contact the City of Jefferson Police Department or the County Sheriff Department to schedule and pay for security officer(s) no later than fourteen (14) business days before event.
18. Alcoholic beverages will only be allowed by special permission. It is strictly prohibited for any alcohol to be served or furnished to or by any persons under the age of 21 years of age. At no time can any transaction involving money for drinking alcoholic beverages take place. The serving of alcohol must be stopped one hour prior to end of event.
19. If you will be serving alcohol at a ticketed event, you must receive a special events temporary alcohol permit from both the city and the state. You must have the city permit complete 30 days prior to your event. To receive a city permit, please see the city clerk at Jefferson City Hall. The state permit may be accessed through the GA Department of Revenue website. You will be required to show proof of your permit to staff before event and display it during the event.
20. The JCHC Management and Jackson County Government will not be responsible for any lost or stolen items. The Lessee shall have no recourse or cause of action to be compensated if anything is left in or on the grounds of the Facility.
21. The Lessee shall insure that an attendance count shall be kept at all times and that the stated capacity of any space in this facility shall not be exceeded at any time.

22. This facility shall only be used for the purpose stated on the Lease Agreement. Any illegal activity found to be occurring will result in immediate cessation of the event, loss of deposit, and notification of law enforcement personnel. The Facility Management reserves the right to cause a cessation of any event at any time and the Lessee will have no cause to request a refund of any monies paid.
23. All base event rentals shall end by 11:00 p.m. and the building shall empty of all persons by 12:00 midnight, and events begin no earlier than 8:00 am. Rentals requiring time outside these hours require approval and will incur a fee.
24. Lessee agrees to hold JCHC Management, Jackson County Government, its Board of Commissioners, Departments, other elected officials and personnel wholly harmless against any lawsuit resulting from usage of this facility.
25. Lessee acknowledges that there will be no discrimination in the use of this building regarding race, religion, sex, or nationality.
26. Lessee acknowledges that use of the facility is subject to all City of Jefferson, Jackson County, State of Georgia, and Federal laws and regulations.

Hold Harmless Agreement

The undersigned, on behalf of the named entity, and in consideration of the permit to use the premises, buildings, facilities, or equipment of the Jackson County Government and Board of Commissioners, does hereby agree to indemnify and hold harmless the Jackson County Government, the Jackson County Board of Commissioners, and any of its agents or employees from any and all loss or damage which may arise during or in any way be caused in any way by the use of the facility. The undersigned specifically agrees to indemnify the Jackson County Government and Board of Commissioners for any damages done to the building or any other property or equipment owned by the Jackson County Government as well as any claims of damages made by anyone arising out of the use of the facility. I understand that both the group/organization requesting use of the agricultural facility and I, individually, am responsible for the fees charged and the supervision of the event and for any and all damages to any facility equipment used. I hereby state that the information in this application is true and accurate and that, if approved, I will abide by the rules and regulations for the use of public buildings as set forth by the Jackson County Board of Commissioners.

Tenant Liability Insurance

Any group or organization engaged in a recreational, physical or performing arts activity must maintain and provide proof of a minimum of \$1 million in liability insurance coverage applicable to the use of the facilities and effective during the duration of the facility use agreement. If insurance must be obtained, the Georgia County Commissioners Association, ACCG, recommends: <https://marsh.tulip.specialmarkets.com/>

Your signature below states that you have read, understand, and will adhere to the terms listed above. Upon final assessment if it is determined that the rules were not followed, there will be a loss in the security deposit.

I hereby state that the information in this application is true and accurate and that if approved, I will abide by the rules and regulations for the use of the Jackson County Agricultural Facility as set by the Jackson County Board of Commissioners.

Signature of Person Making Request

Date Signed

Administration Signature

Date Signed

Approved: _____ YES _____ NO