



OGEECHEE TECHNICAL COLLEGE

Facilities Rental Agreement

This Agreement between **Ogeechee Technical College** and *Name of Company* hereinafter referred to as “Lessee,” outlines the procedures necessary to use *Name of Facilities* for *Name of Event* on *Date and Time*. **This agreement must be signed by all parties and a Amount and type of fee paid by Date, to complete your facility reservation. Once the agreement and payment are received, this document serves as a written contract.**

1. GENERAL POLICY: Ogeechee Technical College shall authorize the utilization of the College’s facilities by agencies, businesses, industries, schools, organizations, groups and individuals, within the guidelines and procedures approved by the State and Local Board. Facilities may be made available for functions related to business, industry, health, economic development and the arts, both private and public. Institutional use of any of the facilities takes precedence. No verbal guarantees either expressed or implied will be honored. Appropriate charges may be assessed for the use of facilities to cover costs incurred as well as amortization for equipment and cost of materials.

2. FEES:

- a) Reservations are confirmed once the fully executed Facilities Rental Agreement and all applicable fees as listed in Section 4 are received.
- b) All fees are set by the Ogeechee Technical College Executive Council and are subject to change without notice. The fee schedule is published on venues.ogeecheetech.edu.
- c) Fees will be charged to any individual or outside group, organization or enterprise whose programs are not sponsored by Ogeechee Technical College or the Ogeechee Technical College Foundation.
- d) Fees include set-up and tear-down of Ogeechee Technical College owned furniture and equipment as agreed upon on the Request for Facilities Rental. Once a room has been set-up by Ogeechee Technical College staff, it cannot be changed or altered.
- e) Facilities must be vacated by the end time as indicated on the Request for Facilities Rental form. An additional hourly rate will be charged for events extending over 30 minutes beyond the scheduled ending time.
- f) Extended access for set-up, decorating, and clean-up will result in an additional hourly charge. Please see the Rental Fee Schedule for rates.
- g) Additional maintenance personnel may be required for events held during non-business hours. Please see the Supplemental Resources Fee Schedule for rates.
- h) Most rooms include audio/visual equipment. A list of audio/visual equipment available for rent is listed on the Supplemental Resources Fee Schedule.
- i) Fees include an audio/visual technician to assist connecting to Ogeechee Technical College systems. Technical Support staff is available to be on-site for the duration of an event for a fee as listed on the Supplemental Resources Fee Schedule.
- j) Additional fees may be incurred by the lessee, where applicable, for technical assistance, campus security, maintenance, energy surcharge and damages, as noted on the Supplemental Resources Fee Schedule.
- k) Linens are not included in your rental.

3. SECURITY DEPOSITS:

- a) Security deposits are based on the total rental fee, the type of event being held, the cost of the preparation and clean-up, and other costs incidental to the rental.
- b) Security deposits will be refunded to the lessee one (1) week after the conclusion of the event provided that the room was returned to the condition it was found and no damages incurred.
- c) Any and all outstanding expenses (clean-up, damages, etc.) not covered by the security deposit, will be invoiced by the Ogeechee Technical College Business Office within one (1) week from event date.
- d) Lessee agrees to pay the invoice within thirty (30) days from the date of the invoice.

4. FEE PAYMENTS:

- a) An Estimated Rental Fee based on the Request for Facilities Rental form will accompany the Facilities Rental Agreement.
- b) For fundraisers and non-business events to be held Friday, Saturday, or Sunday, a nonrefundable Rental Fee Deposit of \$650 is due upon signing of the rental agreement to book and confirm the reservation.
- c) For fundraisers and non-business events to be held Monday through Thursday, a nonrefundable Rental Fee Deposit of \$400 is due upon signing of the rental agreement to book and confirm the reservation.
- d) If the Estimated Rental Fee is less than the nonrefundable amounts listed above, then the nonrefundable Rental Fee Deposit due will be the entire Estimated Rental Fee.
- e) The balance of the Rental Fee payment and a Security Deposit are due 30 days prior to the event date. The balance of the Rental Fee payment is the Rental Fee minus the Rental Fee Deposit. If rental fees are incurred after the balance is paid (i.e., change in the number of attendees requires more security, or additional service staff must be hired), those fees must be paid prior to the event.
- f) If final payment is not made 30 days prior to the event date, the reservation is no longer confirmed, and the College reserves the right to rent the space to another party.
- g) Lessee has the right to cancel this agreement at any time. A refund will be issued per the Cancellation Schedule in Section 6.
- h) If a reservation is made within 30 days of the event date, the Rental Fee Payment and Security Deposit must be paid in its entirety to confirm the reservation. The Rental Fee Payment is nonrefundable in this case.

5. RESERVATIONS:

- a) Requests for facility rental are honored on a first-come, first-served basis.
- b) Requests may be approved if Ogeechee Technical College policies are met and if facilities are available.
- c) Ogeechee Technical College reserves the right to move an event to a comparable room should the need arise.
- d) Facilities are available to rent to individuals who are at least 21 years of age.
- e) The rental time must include event set-up and clean-up time. This includes time needed for decorating and food preparation.
- f) If the contracted rental time is exceeded, additional fees will be applied.
- g) The campus closes at 12:00 a.m. No exceptions.
- h) Set-up instructions for tables, chairs, and supplemental resources (dance floor, stage, flip charts, easels, etc.) must be finalized and received at least one (1) week prior to the event.
- i) Furniture and equipment are not to be moved or removed. Moving furniture and equipment will result in a clean-up fee.
- j) All reservation requests and changes must be finalized with the Reservation Team seven (7) business days prior to the event. Requests and changes within seven (7) days are subject to equipment availability, ability to fulfill the request, and additional set-up fees.

6. CANCELLATION:

- a) All cancellations are required to be in writing via email or fax.
- b) For events cancelled 30 days or more in advance, paid rental fees in excess of the nonrefundable deposit, as well as the Security Deposit, are refundable.
- c) Ogeechee Technical College reserves the right to decline or cancel any event in cases of extraordinary circumstances, and a refund will be granted in accordance with 6(b).

7. SECURITY:

- a) A police officer(s) must be on-duty during the duration of all events.
- b) When an event or any portion of an event is conducted during non-campus hours and/or involves the service of alcohol, Ogeechee Technical College will provide police officer(s) and include the fee in the lessee's bill.
- c) Ogeechee Technical College reserves the right to require additional police if the size and duration of the event warrants such. At least one extra police officer may be required if an event has more than 50 guests with alcohol present.

8. ADVERTISING:

- a) Lessee shall not advertise any performance or the appearance of any performer or meeting until agreements between all parties involved have been properly executed and filed with the Division of Economic Development at Ogeechee Technical College.
- b) **All advertising in any form must be approved by Ogeechee Technical College prior to use.**
- c) Ogeechee Technical College reserves the right to photograph events and/or participants for the use in marketing and promotional materials related to rental facilities.

9. HOLD HARMLESS AGREEMENT:

The lessee assumes full responsibility for any and all claims arising out of lessee's use of said facilities for personal injury, loss of life, theft, damages or otherwise. Lessee waives, releases and agrees to indemnify and hold harmless Ogeechee Technical College and its respective officers, employees, and agents from liabilities, and the cost and expense of defending all claims of liability, arising out of lessee's use of said facilities. Lessee agrees to reimburse Ogeechee Technical College for any cleaning costs and any costs of repairs to said facilities caused as a result of lessee's utilization of said facilities. Additionally, the lessee agrees that the success of their event is their responsibility. Ogeechee Technical College is responsible for providing the venue and other items as agreed upon as stated in the Request for Facilities Rental form.

It is, and sometimes required, based on the number and types of activity, that the lessee obtain reasonable liability insurance prior to the use of Ogeechee Technical College facilities and/or property. Ogeechee Technical College may request a certificate of liability insurance naming the college as an additional insured for the event.

RULES AND REGULATIONS

GENERAL:

- a) Ogeechee Technical College's regular business hours are 8 am to 9 pm Monday through Thursday.
- b) The Auditorium and the Natural Resource Building are the only facilities that can be rented during non-regular business hours.
- c) Ogeechee Technical College is a Tobacco Free and Weapons Free Campus. Smoking is not allowed on campus property. Weapons are not permitted on campus property.
- d) Possession and consumption of any and all illegal drugs is strictly prohibited.
- e) Ogeechee Technical College reserves the right to suspend any activity that is deemed inappropriate and law enforcement will be contacted in the event of illegal activity.
- f) Ogeechee Technical College will appoint a staff person to serve as the Event Manager for the duration of the event.
- g) Only service animals are allowed inside Ogeechee Technical College facilities.
- h) Political signage, of any kind, is not permitted on campus property.
- i) Proper etiquette is expected by all individuals participating in the event.
- j) 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.
- k) Food and drink is restricted to the area reserved for the event.
- l) Food and drink are absolutely prohibited in the auditorium.
- m) All dancing is to occur on the dance floor.
- n) Ogeechee Technical College personnel are not available to assist in unloading and loading of materials before or after an event.
- o) Third party vendors such as caterers, decorators, and musicians must set-up and clean-up during the time requested on the Request for Facilities Rentals form.
- p) The lessee is responsible for any and all damages sustained by all third party vendors.
- q) Skates, rollerblades, skateboards, and other wheeled objects are not permitted. Exceptions will be made for wheelchairs, walkers, strollers, and hand-trucks.
- r) Please refrain from throwing food and cake.
- s) Grills, other than those provided by the caterer, are not permitted.
- t) Outside structures and tents must be approved by Ogeechee Technical College one (1) week prior to the event.

INCLEMENT WEATHER:

- a) In the event of inclement weather, Ogeechee Technical College may decide to delay opening or close the College early. A member of the Reservation Team will notify the lessee.

USE OF FACILITIES:

- a) Access is limited to building entrances, requested rooms, and restrooms.
- b) Lessee shall not unlock or prop open any doors without the approval from the Event Manager.
- c) 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.
- d) Ogeechee Technical College personnel will only provide services as stipulated in the Request for Facilities Rental Form.
- e) Lessee is not authorized to use any area (administrative or instructional) that is not specified in the Request for Facilities Rental form.
- f) Sidewalks are not to be used for meeting places. Damage to plants and flowers will be paid for by the lessee.
- g) Sidewalks are off limits to vehicular traffic and parking.
- h) The Ogeechee Technical College Print Center is available during regular business hours for faxing and making copies. The Print Center charges a fee for such services.
- i) Office phones are only available in the event of an emergency.
- j) Paved parking lots are provided by Ogeechee Technical College. Vehicles parked in non-designated areas will be removed at the owner's expense.

USE OF ALCOHOL (When Applicable):

- a) The use of alcoholic beverages may occur only in strict compliance with Technical College System of Georgia and Ogeechee Technical College policies and procedures.
- b) All events relating to the use of alcohol shall comply with all applicable local, state, and/or federal laws.
- c) The event must serve a business, economic development, civic, social, or educational purpose.
- d) Alcoholic beverages may not be served or sold at any student-sponsored function or event.
- e) Alcohol may only be served at events sponsored by a third party.
- f) A named representative of the sponsoring third party 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.
- g) The third party must possess the appropriate local, state, and /or federal license(s)/permit(s).
- h) The third party will provide a copy of license(s)/permit(s) and the number of expected guests one (1) week prior to event.
- i) The third party shall be required, when deemed necessary, to show proof of liability insurance sufficient to cover any liability, including attorney fees that may arise as a result of the use of alcohol at the event.
- j) Ogeechee Technical College will require the presence of police officers when alcoholic beverages are being served and the fee will be included in the final bill.
- k) The third party is responsible for purchasing, securing, and removing all alcohol from the facility at the conclusion of the event.
- l) The third party must hire Ogeechee Technical College bartending staff to serve alcoholic beverages.
- m) Cash bars are not permitted.
- n) Kegs are not permitted.
- o) Proof of legal drinking age will be requested of all guests consuming alcoholic beverages.
- p) No one under the age of twenty-one (21) will be served alcoholic beverages at any event on campus.
- q) Signs notifying attendees of legal drinking age and proof of legal drinking age requirements will be posted at all events serving alcohol.
- r) Alcoholic beverages may not be served to on-duty personnel of Ogeechee Technical College.
- s) Ogeechee Technical College bartending staff has the right to refuse service to anyone who is visibly or otherwise apparently intoxicated.
- t) Service and consumption of alcoholic beverages is restricted to the specified location as stipulated in the Request for Facility Rental form.

- u) All events where alcohol is served must have sufficient quantities of non-alcoholic beverages and food offerings for the duration of the event.
- v) Any advertisement concerning the sale or service of alcohol shall not contain any information which would suggest that the alcohol is being served or sold by Ogeechee Technical College.
- w) **This agreement is immediately terminated if alcoholic beverages are served that are not in accord with all applicable policies, procedures, and laws. Security personnel will immediately close the event.**

CATERING:

- a) Ogeechee Technical College does not provide food catering services.
- b) Linens and napkins are the responsibility of the lessee.
- c) Lessee is responsible for all actions and behaviors of the caterer and his/her staff.
- d) Outside caterers are permitted. A list of approved caterers is available from the Reservation Team.
- e) Caterers not on the approved list must meet with a Reservation Team member at least two (2) months prior to the event to seek approval.
- f) All caterers must provide a ServSafe Certificate and current restaurant health rating certificate at least one (1) week prior to the event.
- g) Caterer is responsible for maintaining compliance with all local, state, and federal food service laws.
- h) Caterer is exclusively responsible to ensure that its employees observe proper safety procedures while using the facilities.
- i) Caterers will have access to the kitchen for staging of food service and for dropping off already prepared food items.
- j) Use of the kitchen will be limited to the warming ovens, coolers, sinks, prep areas, coffee maker, tea brewer, serving carts, ice machine, and access hall.
- k) Catering equipment is available for rent. Please contact a Reservation Team member for pricing.
- l) Chocolate and other food fountains must be approved by Ogeechee Technical College. If approved, the fountain must be manned at all times to ensure nothing is spilled on the carpet. Lessee will be charged for cleaning carpet due to fountain spills.
- m) Caterer will return facilities and property to the same condition they were provided.
- n) Caterer will strictly follow the Ogeechee Technical College Cleaning Guidelines posted in the kitchen.
- o) The following basic kitchen supplies will be provided by Ogeechee Technical College: hand towels, paper towels, dish soap, hand soap, surface cleaners, bleach/sanitizer, scrub sponges, mop, mop bucket, broom, dust pan, and garbage bags.
- p) Caterer is required to place all garbage in plastic bags and plastic bags in the dumpster.
- q) All food and other personal items provided by the caterer, decorator, florist and/or lessee must be removed prior to the end of the event.
- r) Food and other items not removed will become the property of Ogeechee Technical College.
- s) Ogeechee Technical College assumes no responsibility for personal or group property brought on to the campus premises by lessee or third party vendors.
- t) Caterers must adhere to all Ogeechee Technical College catering policies, procedures, and guidelines.

DECORATIONS:

- a) Ogeechee Technical College does not supply decorations, linens, or napkins.
- b) Decorations are not to be attached in any way to the surface, ceiling, or walls of the facility.
- c) Decorations must be free-standing.
- d) Items are not to be hung from the ceiling, wall sconces, or other lighting fixtures.
- e) Request to hang banners, disco balls, or other items must be requested, in writing, at least one (1) week prior to the event.
- f) All decorations must be removed by the end time as stipulated in the Request for Facility Rental. All items left will become the property of Ogeechee Technical College.
- g) Plastic must be placed under live decorative plants.
- h) Rice, birdseed, confetti, glitter, tinsel, processed snow, fresh flower petals, fireworks, and smoke machines are not permitted.

- i) All candles must be domed, LED, or contained in some manner. Please check with the Reservation Team concerning centerpieces or decorations that will include candles. (Please speak to a reservation team member regarding candelabras.)

CLEANUP AND DAMAGES:

- a) Lessee will return facilities and property in the same condition they were provided.
- b) Lessee and caterers are required to place all garbage in plastic bags and in the dumpster.
- c) 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 deducted from the security deposit.
- d) All damaged, broken or removed property of Ogeechee Technical College is the responsibility of the lessee and shall be paid for or replaced by lessee.
- e) Costs associated with cleaning and damages that exceed the security deposit will be billed to the lessee and must be paid within 30 days from the date of the invoice.
- f) Ogeechee Technical College assumes no responsibility for personal or group property brought on to the campus premises by lessee or third party vendors.

OTHER PRECAUTIONS:

- a) The Ogeechee Technical College Venues and meeting rooms may have heavy equipment/materials inside which could cause injury. Please advise all participants of the dangers in all campus facilities. The College will not be responsible to the lessee or lessee's guests from any injuries or damages resulting from these dangers.
- b) Lessee must obtain all licenses and pay all royalties and artist fees necessary to use any patented or copyrighted material or trade name in association with the event.
- c) Ogeechee Technical College facilities are handicap accessible. Prior notification of any special needs that lessee or guest may have is requested. It is the responsibility of the lessee to ensure that all exits remain unblocked at all times.

Lessee agrees to accept and abide by the policies and procedures listed above. Lessee further agrees to accept and abide by all policies of the Technical College System of Georgia as well as the laws of the State of Georgia.

Lessee's Signature

Date

Conference Coordinator
Ogeechee Technical College

Date

Vice President for Economic Development
Ogeechee Technical College

Date

This agreement must be signed by all parties and all deposit fees paid in advance to complete your facility reservation.

Equal Opportunity Institution