

**CITY OF RINCON
MACOMBER RECREATION CENTER
1004 NORTH LEXINGTON AVENUE
RENTAL POLICY**

The Macomber Recreation Center is approximately 3700 square feet of space. It has a kitchen with a pass-through window with counter space, refrigerator, oven, stove, microwave, and sink. The building does come with table and chairs. The total number of tables and chairs requested must be included on the rental application. Renters are responsible for set up. Contact Jim Finlen at (843) 422-4178 for emergencies concerning the building.

- Occupancy is limited to 275 persons in attendance.
 - No overflow parking on the street is allowed, which impedes or blocks the flow of traffic. Parking is permitted in the specified parking lots. Violators will be ticketed or towed at the owner's expense.
 - Use of the facility must be approved by the Rincon Recreation Department.
 - All events must end no later than 10:30 pm. Any individual remaining on said premises after 11 pm shall be considered trespassing.
 - Rental Fees and Deposits must be paid up-front by all persons, clubs, or agencies.
1. There will be a \$450.00 (Non-Residents of City of Rincon) or \$360 (Residents of City of Rincon) per day non-refundable fee for renting the Macomber Recreation Center. This fee is applicable to all persons and groups applying for use of the facility. Also there is an additional \$150.00 refundable cleaning and damage deposit, provided the following guidelines are adhered to:
 - a. The Macomber Recreation Center has been cleaned and has passed inspection by City of Rincon personnel, and is in good condition. All specifications on the clean-up list must have been met.
 - b. The key has been returned to City of Rincon Recreation Department by the end of the next business day from the time of the rental. The key can be placed in the key drop box located inside the Macomber Recreation Center next to the front door. The key to the building shall not be duplicated or copied.
 - c. If the Macomber Recreation Center has not been properly cleaned, or has not passed the inspection by City personnel, or if there are damages, or if the key has not been properly returned, the entire \$150.00 deposit may be kept by the City, and the renter shall be responsible for all damages in excess of the deposit amount.
 - d. Rincon Police Department will make regular checks during the event, which may include entering the building.
 2. Rental arrangements should be handled with the Rincon Recreation Department so they can plan for dates of use and Recreation Staff time. The key will be issued between the hours of 8 am and 4 pm on the day of the rental or on Friday before the weekend rental date. If the key pickup or return date falls on a City holiday, the pickup/return of the key may be allowed on the day before or after, as the case may be. Control of the key will be determined and maintained by the Recreation Department (912-826-0238).
 3. The types of functions will be in accordance with standard City of Rincon policies for all public buildings. More information on acceptable functions may be obtained from Rincon City Hall (912-826-5745).
 4. The facilities shall not be leased to anyone under 18 years of age.
 5. Absolutely no alcohol, smoking, smokeless tobacco, illegal drugs, firearms, and inappropriate conduct are allowed on the premises.

6. The City of Rincon does not discriminate based upon race, gender, age, creed, color, or national origin, in the leasing of its facilities.
7. No activity shall be conducted on the premises that violate the basic laws of the United States, the State of Georgia, or the City of Rincon.
8. There shall be no athletic events allowed, such as boxing, mixed martial arts, wrestling, or mud wrestling. The only athletic events permitted must be with approval of the Rincon Recreation Department or the Mayor and Council.
9. The Macomber Recreation Center will not be used for regular meetings of labor unions without the written consent of the Mayor and Council.
10. All non-profit organizations (i.e. churches, schools, Girl Scouts, Boy Scouts, Brownies, Cub Scouts, Lions Club, Rotary Club, business associations, American Legion, or VFW) must pay the standard fee and deposit, unless specifically exempted in writing by the Mayor and Council.
11. All reservations are by written request only (on the attached form) to the Recreation Department, with the starting date, time, and type of event being held. All applicable deposits and required fees must be paid at that time. Any allowed variance in the fees must be paid before the use of the facility.
12. The City of Rincon shall be held harmless and is not responsible for any losses, incidents, and/or damages that may occur while applicants, guests, or applicants' invitees are on the premises. Applicants shall release and indemnify the City of Rincon, for any losses, injuries, costs, attorney fees, or damages occurring on the premises.
13. Noise from activities shall not negatively affect or impact surrounding properties. The City of Rincon and/or its representatives shall make the determination as to whether the noise of an activity has affected or impacted surrounding properties.
14. No person shall charge any entrance fees for activities.
15. Minors shall not be on property without adequate adult supervision.
16. The person renting the facility must be present for all activities.
17. Any person violating the terms, conditions, or requirements stated herein, shall be removed from the property and the event and/or activity shall be terminated. The lease shall terminate and any monies paid shall be forfeited, including the deposit.
18. All damages, injuries, losses, and/or violations of the law must be reported to the Rincon Police Department.

Signature of Applicant

Date

City Employee Witness

CITY OF RINCON

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Initial _____

**MACOMBER RECREATION CENTER
RENTAL AGREEMENT AND RELEASE OF LIABILITY**

This rental agreement is made between _____ herein called Renter, and the City of Rincon. The City of Rincon hereby offers to rent to Renter/Applicant the premises situated in the City of Rincon, County of Effingham, State of Georgia, described as the Macomber Recreation Center, located at 1002 North Lexington Avenue, upon the following terms and conditions:

- City of Rincon rents the above premises for a term of _____ day(s), commencing on _____, 20____, and terminating on _____, 20____, or sooner, as provided herein, at the rental fee of _____ Dollars (\$_____).
- Renter shall use and occupy the premises for the purpose of _____.
- The premises shall be used for no other purposes. The premises will not be used for any purpose that violates Federal, State, or Municipal laws. The use or consumption of alcoholic beverages, tobacco products of any kind, or any drug being misused, is prohibited on the premises.
- City of Rincon and renter acknowledges that the premises are in good order and repair, unless indicated herein. Renter shall surrender the premises in as good condition as received.
- Renter shall not make any alterations, additions, or improvements in, to, or about the premises. Any temporary alterations, additions, or improvements in, to or about the premises must be removed by the Renter at the conclusion of rental.
- Renter shall comply with all statutes, ordinances, and requirements of all municipal, state, and federal authorities, now in to include noise and nuisance limitations.
- Renter shall not assign this rental arrangement or sublet any portion of the premises without prior consent of the City of Rincon, to include City Manager, Mayor, and City Council.
- Renter shall be responsible for all of the terms, conditions, or requirements stated in this contract or attachments.
- Renter shall be responsible for all damages, losses, or injuries occurring on the property or to the property. Renter shall be responsible for reimbursing Rincon for all repairs or damages to the leased premises.
- The City of Rincon shall be held harmless and is not responsible for any losses, incidents, and/or damages that may occur while applicants, guests, or applicants' invitees are on the premises. Applicants shall release and indemnify the City of Rincon, for any losses, injuries, costs, attorney fees, or damages occurring on the premises.

The Rental Policy and Clean-Up Requirement Checklist, attached hereto, is hereby incorporated herein and made part hereof.

This _____ day of _____, 201____.

Signature of Applicant

Date

City of Employee Witness

**CITY OF RINCON
MACOMBER RECREATION CENTER
CLEAN-UP REQUIREMENT CHECK LIST**

Renter must return this document with the building key

Pre – Event Check

The renter received the building in good condition and it was clean, with stocked toiletries and necessary cleaning products. If not, please describe the condition of the building below:

Signature of Applicant

Date

Signature of City Employee

Date

Post – Event Check

Checked
By Applicant

Checked
by Staff

- | | |
|---|-------|
| _____ Sweep the floor. (Mop up any stains or blemishes created) | _____ |
| _____ Bag and remove all garbage from the building. A dumpster is located on site. | _____ |
| _____ Clean the restrooms. | _____ |
| _____ Clean appliances used, and general kitchen areas including sink and counter tops. | _____ |
| _____ Wipe off and clean the tables. | _____ |
| _____ Wipe off chairs and remove any tape from the tables and walls. | _____ |
| _____ Make sure to turn off the lights and set the thermostat to 72 degrees on auto. | _____ |
| _____ Remove any food brought into facility. | _____ |
| _____ Stay out of offices and office area. | _____ |
| _____ Do not touch materials that do not belong to you. | _____ |
| _____ Make sure all doors are locked and secure. | _____ |
| _____ Arrange table is a U-Shape. | _____ |
| _____ Report any unusual circumstances, or needed repairs. | _____ |

I, the undersigned, do hereby acknowledge that the rules, regulations, and charges have been explained to me, and that I will comply with the checklist; and that if I do not properly comply, my deposit will be forfeited.

Signature of Applicant

Date

Signature of City Employee

Date