

REALTORS® OF GREATER AUGUSTA, INC. EDUCATION / TRAINING ROOM RENTAL AGREEMENT

THIS AGREEMENT is made and entered into as of the _____ day of ______ 20____, by and between REALTORS[®] of Greater Augusta, Inc. (RGA) and ______. (Lessee).

LEASED SPACE: RGA hereby grants to Lessee the right to occupy and use the following designated space(s) in its building located at 1214 Roy Road, Augusta, Georgia (the "Leased Premises") on the date and for the time period indicated below.

_____ Education / Training Room ______ Education / Training Room & Kitchen

RENTAL PERIOD:	Use of the leased premises	s shall begin at	_a.m./p.m. and shall end at	a.m./p.m.
on	, 20 (Please s	pecify the time you	u will need to gain access t	o the
education / tra	ining room:	_am/pm).		

RENTAL RATES:

Members of the REALTORS® of Greater Augusta, Inc.:

\$275.00 for education / training room for a period of eight hours plus **\$35.00** for each additional hour. An additional \$50.00 will be added for the use of the kitchen. A **\$50.00** non-refundable cleaning fee will be added to each rental.

\$150.00 for the education / training room for a period of four hours plus **\$35.00** for each additional hour. An additional \$50.00 will be added for the use of the kitchen. A **\$50.00** non-refundable cleaning fee will be added to each rental.

Others/Nonmembers:

\$500.00 for education / training room for a period of eight hours plus **\$35.00** for each additional hour. An additional \$50.00 will be added for the use of the kitchen. A **\$50.00** non-refundable cleaning fee will be added to each rental.

\$350.00 for the education / training room for a period of four hours plus the sum of **\$100.00** for each additional hour. An additional \$50.00 will be added for the use of the kitchen. A **\$50.00** non-refundable cleaning fee will be added to each rental.

An additional **\$20.00 per hour** will be charged for a staff member of the RGA to be on-site for after-hour events.

Rent (and the security deposit provided for below) shall be due and payable _____ days in advance of the commencement of the rental period or can be paid in person on day of rental.

SECURITY DEPOSIT: On execution of this agreement, Lessee shall deposit with RGA, in trust, a security deposit of <u>\$150</u> (the "Deposit"), as security for the performance of Lessee's obligations under this agreement. RGA may (but shall have no obligation to) use the Deposit or any part thereof to cure any breach or default of Lessee under this agreement, or to compensate RGA for any damage it may incur as a result of the Lessee's failure to perform any of Lessee's obligations hereunder. RGA is not limited to the Deposit to recoup damage costs, and Lessee remains liable for any balance. Lessee shall not use or apply the Deposit in lieu of payment of Rent. If Lessee breaches any terms or conditions of the Lease,

REALTORS® OF GREATER AUGUSTA, INC. EDUCATION / TRAINING ROOM-RENTAL AGREEMENT

Lessee shall forfeit the Deposit, as permitted by law. If Lessee fully and faithfully complies with all of the terms, provisions, covenants and conditions of this Lease, the Deposit shall be returned to Lessee.

RULES AND REGULATIONS: Use of the Facility shall be subject to the Rules and Regulations, "Exhibit A", attached hereto.

ACKNOWLEDGEMENT OF THE UNDERSTANDING OF TERMS. The undersigned Lessee hereby acknowledges that he/she has read this agreement and the attached Rules and Regulations, "Exhibit A", and agrees to and understands their terms.

IN WITNESS WHEREOF, the REALTORS[®] of Greater Augusta, Inc. and the undersigned Lessee have executed these presents as of the ______day of ______, 20_____.

REALTORS® OF GREATER AUGUSTA, INC.

By:	As its

LESSEE

By:______As its _____

REALTORS® OF GREATER AUGUSTA, INC. EDUCATION / TRAINING ROOM AND/OR KITCHEN, 1214 ROY ROAD, AUGUSTA, GA EXHIBIT A - RULES AND REGULATIONS

The following rules and regulations shall govern the use of the Facilities under the use agreement to which this Exhibit is attached. Use of the Facility is subject to the discretion of the CEO/Association Executive and/or officers of RGA. Acceptable events include receptions, social functions as well as a meeting place for real estate, civic, and community groups. Use will not be allowed for those groups offering services in competition with a RGA service (i.e. real estate school, MLS, etc.)

- 1. Time limits for use of the Facility shall be specified by the CEO/Association Executive as a RGA staff member may be required to be present.
- 2. The meeting room can accommodate a maximum of 100 persons for any one function. Classroom seating set up is limited to a maximum of 80 persons. The individual office spaces in the building are not available for use and may not be entered.
- 3. The user is responsible for providing a person or persons designated as event coordinator during the hours the Facility is used for the Lessee's event. The coordinator must arrive on site at least 30 minutes prior to the commencement of the event and remain until the end of the event. The coordinator is the responsible party for the fees, and clean up.
- 4. Set up of seating and other items is the responsibility of the Lessee. All seating and other items in the leased space should be returned to the setting at the time Lessee takes possession of the Facility. RGA does not provide any beverages or paper products for beverages or condiments.
- 5. RGA CEO/Association Executive or a designated staff member will be the contact person for walk through of the Facility, and responsibility of terms of the contract, as well as return of deposits.
- 6. <u>Compliance with Laws and Regulations</u>. Lessee will comply with all laws, ordinances and regulations adopted or established by federal, state or local government agencies or bodies; and by all Facility rules and regulations as provided by RGA, and Lessee will require that its agent or employees likewise so comply. No activities in violation of federal, state or local laws shall be permitted on the premises, and it shall be the responsibility of the Lessee to enforce this provision. No lewd or indecent actions, conduct, language, pictures or portrayals shall be included in the activities or events presented by Lessee on the premises and nothing presented, used or sold that is contrary to law or prohibited by the ordinances of Richmond County shall be allowed in the Facility. Lessee agrees to abide and be bound by the decision of the RGA should any question arise under this paragraph.
- 7. <u>Licenses and Permits</u>. Lessee agrees to pay promptly all taxes, excise or license fees and to take out all license or permits required for the Lessee's intended use of the Facility as required by federal, state or local laws and ordinances; and Lessee agrees to provide evidence of same to RGA.
- 8. <u>Indemnity.</u> Lessee agrees to indemnify, defend and hold harmless RGA, its agents, representatives, officers and employees form all demands, claims, suits, actions, loses, or liabilities resulting from injuries or death to any persons or property damage or loss by Lessee, RGA, or any persons arising out of the use of the Facility by the Lessee.
- 9. <u>Public Safety</u>. Lessee agrees that its use of the facility will be conducted with full regard to public safety and that will observe and abide by all applicable regulations and requests of duly authorized governmental agencies responsible for public safety and with those of RGA to assure such safety. Lessee agrees not to bring onto the premises any material, substances, equipment or object which is likely to endanger to the life of, or to cause bodily injury to, any person on the premises or which is likely to constitute a hazard to property thereon without

the prior approval of RGA. Lessee shall hire and pay for the presence of at least one fireman and one policeman to be present during the entire time Lessee serves alcoholic beverages in the Facility.

- 10. <u>Catering.</u> All catering must be performed by caterers who have necessary licenses and permits to perform the business of catering in the State of Georgia and who are on RGA's list of approved caterers or who are especially approved in advance.
- 11. <u>Smoking</u>. This is a smoke free facility and no smoking is allowed inside building.
- 12. <u>Services Provided</u>. RGA will provide at its expense heat/air conditioning and overhead light for ordinary use. RGA will provide a limited set up and cleanup of the leased space. All other services or conditions will be at the expense of Lessee.
- 13. <u>Staffing.</u> Lessee shall secure for the event all necessary staffing.
- 14. <u>Signs and Posters</u>. Lessee will not post or allow to be posted any signs, cards or posters except upon such display areas as RGA may provide. Use of such areas is a non-exclusive right. All material is subject to approval by RGA.
- 15. <u>Storage.</u> RGA assumes no responsibility and Lessee assumes all responsibility for any goods or materials which may be placed in storage with RGA before, during or after the event.
- 16. <u>Defacement of Facility</u>. Lessee shall not injure, nor mar, nor in any manner deface the Facility or any equipment contained therein, and shall not cause or permit anything to be done whereby the Facility or equipment therein shall be injured, marred or defaced; and will not drive or permit to be driven nails, hooks, tacks, tape or screws into any part of the Facility or equipment contained therein and will not make nor allow to be made any alterations of any kind to the Facility or anything contained therein.
- 17. <u>Removal of Property</u>. Lessee agrees that all materials pertinent to its event will be removed from the premises with one hour of the conclusion of the event. RGA shall be authorized to remove and dispose of all materials remaining in the Facility after the termination date of this agreement at the expense of the Lessee. Lessee agrees RGA shall not be responsible for any loss, damage or claims arising out of the removal and/or disposal of such material under this provision.
- 18. <u>Payment for Damages</u>. Lessee agrees to pay the cost of repair damage to the Facility or replacement or repair of the contents thereof resulting from Lessee's use of the Facility.
- 19. <u>Suit to Enforce</u>. Should RGA institute suit or other action against Lessee as a result of Lessee's failure to comply with any term of this agreement, RGA shall be entitled to recover all damages provided by law, all costs and disbursements provided by statute and all costs actually incurred, including reasonable attorney's fees.
- 20. <u>Non- Assignment</u>. Lessee will not assign, transfer or subject this agreement or its right, title or interest therein without RGA's prior written approval, which approval may be withheld for any reason in the sole discretion of RGA.
- 21. <u>Non-Exclusive Right</u>. RGA shall retain the right to use and occupy all portions of the building in which the Facility is located at all times, including times during which the Facility is occupied under a lease.
- 22. It is the responsibility of the Lessee to inform individuals attending function to use the rear door.
- 23. LESSEE AGREES TO DISPOSE OF ALL TRASH IN THE FACILITY AND HAVE TAKEN TO THE DUMPSTER BEFORE LEAVING THE PREMISES. If trash is not disposed of properly and the facility is not properly cleaned after the lessee's use, a charge of <u>\$50.00</u> may be charged to the Lessee.