

**RESOLUTION
#26-44**

A RESOLUTION OF THE CITY OF DUBLIN, GEORGIA, BY AND THROUGH ITS MAYOR AND COUNCIL, TO APPROVE ANNUAL AGREEMENTS WITH DUBLIN HOUSING AUTHORITY, INC., THE SOUTHSIDE COMMUNITY ASSOCIATION, INC., THE OCONEE HIGH SCHOOL NATIONAL ALUMNI ASSOCIATION, INC., AND AFFILIATES FOR THE USE OF OCONEE GYM, OCONEE CULTURAL CENTER, OR OTHER PARK AREAS AND FACILITIES; TO AUTHORIZE THE MAYOR TO EXECUTE AND DELIVER AGREEMENTS FOR THE SAME; TO SET AN EFFECTIVE DATE; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Dublin Housing Authority (the "Authority") has requested use of Oconee Gym and other parks and/or facilities (the "Facilities") for after-school and summer camp programs; and

WHEREAS, the Southside Community Association, Inc. (the "Association") has requested use of Oconee Cultural Center (the "Center") for its community outreach programs; and

WHEREAS, the Oconee High School National Alumni Association, Inc and it's local affiliate (the "Alumni") has requested use of the "Center" for its community outreach programs; and

WHEREAS, the City finds the public benefit provided by the Authority, Association, and Alumni are sufficient to cover the cost that would ordinarily be associated with the use of the Facilities and the Center; and

WHEREAS, the City finds it appropriate to memorialize the terms upon which the Authority, Association, and Alumni may utilize the Facilities and the Center with Agreements substantially in the form as attached hereto as Exhibits "A", "B", and "C"; and

WHEREAS, the Mayor and Council wish to empower the City Manager to approve and alter the terms therein without the need for further action from the Mayor and Council; and

WHEREAS, the Mayor and Council wish to empower the City Manager or his or her designee to execute and deliver any other documentation required for the fulfillment of the purposes of this Resolution.

THEREFORE, NOW BE IT RESOLVED that the City Manager is hereby authorized to negotiate Agreements, substantially in the form as attached hereto as Exhibit "A", Exhibit "B", and Exhibit "C", and incorporated herein by this reference, for Facilities and Center use by the Authority, Association, and Alumni for their public benefit programming, and

the Mayor is hereby authorized and directed to execute the same in the name of and on behalf of the City of Dublin, Georgia, subject to such insertions, deletions, or revisions as deemed appropriate by him, the execution of the same being conclusive evidence of acceptance of the same.

BE IT FURTHER RESOLVED that the City Manager is authorized to approve and alter the terms therein as may become prudent and practical without further authorization from the Mayor and Council.

BE IT FURTHER RESOLVED that, upon the recommendation of the City Manager, the Mayor is authorized to execute additions, deletions, modifications, cancellations, or other amendments to the Agreements without further authorization from Council.

BE IT FURTHER RESOLVED that the execution of the Agreements by the Mayor or any other modification of it shall be conclusive evidence of the approvals required herein, and all actions of the City, its officers, staff, and employees in connection with the execution, delivery, and performance of the Agreements are hereby approved, ratified, and confirmed.

BE IT FURTHER RESOLVED that this Resolution shall be effective upon its adoption.

SO RESOLVED by the Mayor and Council of the City of Dublin this 18th day of June 2026 by a vote of A to 0.



ATTEST

By

Dorothy Rozier
Dorothy Rozier, City Clerk

CITY OF DUBLIN, GEORGIA

BY:

Joshua E. Kight
Joshua E. Kight,
Mayor

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding, (the "MOU"), made and entered into this _____ day of _____, 20____ by and between the City of Dublin, Georgia, ("the "City"), and the Dublin Housing Authority (Housing Authority the "Authority" or "Lessee").

Witness that whereas the Authority desires to utilize the Oconee Gym and/or other grounds and facilities (the "Facility") for the purposes of the Authority's summer and after-school programs and the City acknowledges the public benefit of said programs.

Witness that the Authority provides resources to children in the community that otherwise would not have a resource for education and recreation activities; and

Witness that the City finds the public benefit of the Authority's activities are sufficient to cover the cost that would otherwise be associated with renting the Facility.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the City and Lessee agree that the City will make the Facility available and provide access and use of the Facility to Lessee, at times and locations (specific rooms, fields, areas, or other facilities) as mutually agreed upon by the Parties, and subject to the responsibilities and general conditions below:

<u>Days of the Week</u>	<u>Times</u>
Monday	1:00 – 4:00 PM
Tuesday	1:00 – 4:00 PM
Wednesday	1:00 – 4:00 PM
Thursday	1:00 – 4:00 PM

RESPONSIBILITIES OF THE PARTIES

The City agrees to:

- Provide access to the Oconee Gym or other Facility for the Housing Authority's summer and after school programs;
- Grant such access free of charge;
- Coordinate scheduling with the Authority.

The Housing Authority agrees to:

- Coordinate scheduling with the City as far an advance as possible to minimize conflicts, the City Manager, or his designee, shall have final authority to agree to scheduling on behalf of the City. It being the intention of the Parties that a set and regular schedule is established so the City may plan other events for the Facility as needed for their purposes;
- Use the gym solely for approved children's summer, after-school programs and related

- activities;
- Provide its own staff, supervision, program participants, and transportation for the aforementioned;
- Comply with all City rules, policies, and regulations regarding facility use, safety, and security;
- Comply with City staff regarding use of the Facility;
- Ensure all participants are supervised at all times and adhere to appropriate conduct standards;
- Restore the facility to its original condition after each use, normal wear and tear excepted;
- Report any damage, maintenance issues, or incidents to the City promptly;

GENERAL CONDITIONS

1. Lessee acknowledges receipt, that it fully understands, and that it will abide by and comply with the "Park and Facility Rental Information" attached hereto and incorporated fully herein by this reference.
2. Lessee acknowledges and agrees that Lessee is utilizing the Facility on an "As-is, Where-is" basis and that City shall have no obligation whatsoever to make any improvements, repairs, or modifications to the Facility at any time prior to or during the term of this rental contract.
3. Lessee understands and agrees that execution of this Contract is a pre-requisite to securing proposed use of the Facility.
4. Lessee understands and agrees that there is a standard rental fee for the use as contemplated herein, but that the City considers the public benefit of the services provided by the Lessee as sufficient compensation for said rental fee.
5. **TERM:** This Contract shall become effective on the date first written above and shall continue until June 30, 2027. Either party may terminate this Contract without cause upon thirty (30) days' written notice of intent to terminate. Either Party may terminate this contract for cause at any time.
6. **RELEASE OF LIABILITY:** Lessee does hold harmless and indemnify the City, its officials, agents, servants, and/or employees, and its successors and assigns from any and all liabilities, losses, claims, judgments, suits, fines, penalties, demands or expenses, including, but not limited to, all reasonable costs for defense and investigation thereof (including, but not limited to, attorney's fees, court costs, and other associated fees) for any loss claimed by anyone due to death, injury, or damage to persons or property arising out of, attributable to, or resulting from the usage of the gym, except when such liability results from the sole negligence of the city, its officials, agents, servants, and/or employees.
7. **ENTIRE CONTRACT:** The text herein and included in any attachments hereto shall constitute the entire Contract between the parties. **Please find attached the Park and Facility Rental Information.**

8. **SEVERABILITY:** If any provision, or any portion thereof, contained in this Contract is held to be unconstitutional, invalid, or unenforceable, the remainder of this Contract, or portion hereof, shall be deemed severable, and shall not be affected, and shall remain in full force and effect.
9. **ASSIGNMENT AND DELEGATION:** The Parties shall not assign any rights nor shall they delegate any obligations created by this Contract. Any purported assignment or delegation by either Party makes this Contract null and void.
10. **SUCCESSORS AND ASSIGNS:** This Contract binds the respective Parties and successors and permitted assigns.
11. **GOVERNING LAW:** Any dispute arising under or related to this Contract is governed and construed in accordance with the laws of the State of Georgia, without regard to its conflict of law principles.
12. **NOTICE:** Unless otherwise provided herein, the Parties giving notice under this Contract shall do so in writing and mail through the United States Postal Service or by hand delivery. Notice is effective upon deposit with the United States Postal Service with the said notice being addressed as follows:

City of Dublin

Attn: City Manager
PO Box 690
Dublin, GA 31040

Dublin Housing Authority

Attn: Executive Director
500 West Mary Street
Dublin, GA 31021

13. **AMENDMENTS:** This Contract may be amended only by an agreement in writing signed by both parties.
14. **MERGER:** This Contract represents the final and exclusive Contract between the parties and supersedes all prior negotiations and Contracts.
15. **NON-DISCRIMINATION STATEMENT AND REQUIREMENT:** The City of Dublin does not discriminate on the grounds of race, color, sex, national origin, or disability in the approvals of Lessees for events at City owned Facilities. Lessee also agrees to not engage in any action or inaction that results in discrimination against anyone on the basis of their race, color, sex, national origin, or disability in the use of the Facility. Failure to comply with this requirement will result in immediate removal from the facility and preclude any future rentals by the Lessee.

IN WITNESS WHEREOF, the Parties have caused this Contract to be fully executed as of the date set forth in the preamble.

CITY OF DUBLIN, GEORGIA

BY: _____
Joshua E. Kight, Mayor

ATTEST:

By _____
Dorothy Rozier, City Clerk

(Seal)

DUBLIN HOUSING AUTHORITY

BY: _____
Brenda Smith

PARK AND FACILITY RENTAL INFORMATION

STATEMENT OF PURPOSE

General operating policies and procedures have been established to ensure all City owned parks, recreational fields, courts, and facilities (the "Facility"), the City of Dublin, its personnel, Licensees and related service industries are working in a safe and orderly environment. These policies and procedures govern all activities at the Facility for all concerned and will be enforced by the City of Dublin. Any requests for variations or exceptions should be submitted in writing and have prior approval by the City Manager.

RESERVATION OF FACILITIES:

1. A reservation request date is not considered confirmed until the Lessee has submitted the signed contract to the City of Dublin and confirmation provided by the City of receipt of the same. The balance of the rental is due (14) days prior to the event date. Events cancelled due to acts of God, inclement weather, death, or other cause are not the responsibility of the City of Dublin and any deposits paid for an event will not be refunded for any reason.
2. A deposit may be required for anticipated advance expenditures. The balance of the rental fee and any additional expenses (i.e. clean-up, damage and security deposit) is due to the City of Dublin (14) days prior to the event date. All payments may be made at the Customer Service Department at City Hall, 100 S. Church Street, Dublin, Georgia 31021. Failure to do so could cancel the event date. **THE LESSEE MUST NOT WAIT UNTIL THE EVENT DATE TO PAY RENTAL FEES, NO EXCEPTIONS.**
3. **IF SECURITY OF THE FACILITY AND ITS PATRONS ARE BREACHED IN SUCH A WAY THAT LAW ENFORCEMENT IS CALLED TO RETAIN ORDER, OR FOR ANY REASON PERTAINING TO CIVIL MATTERS THE ENTIRE AMOUNT OF THE CLEAN-UP/SECURITY DEPOSIT WILL BE FORFEITED BY THE LESSEE.**
Any damage to the Facility or any equipment within the Facility will be billed to the Lessee and due and payable upon receipt to the City of Dublin. Failure to pay any bills for damage may result in legal action and denial of any future requests for facility rental. Lessee agrees to be responsible for all costs, including attorney's fees, associated with collection of the same.
4. City of Dublin books Facilities on a first come first serve basis and is not responsible for the rollover of any events that are held annually. It is the responsibility of the person/organization responsible for the event to reserve dates and follow the policies for facility rental.
5. The City of Dublin has an employee designated to open and close the facility for each event. He/She is the liaison between the Lessee and the City Manager. Any problems during the Lessee's occupancy must be directed to him/her.
6. For events that are open to the general public or that are ticketed and may be purchased by

the general public, all Lessees are required to have insurance. Public liability insurance in the amount of \$100,000 for injuries sustained by one person, \$300,000 for injuries to two or more persons and \$50,000 for property damage coverage for each occurrence, naming the City of Dublin, a municipal corporation, as additional insured must be provided by the Lessee. Insurance must cover Load-In and Load-Out dates.

7. The approved methods of payment for all related expenses for event dates are as follows: Check, Cashier's Check / Money Order, All Major Credit Cards, convenience fees may apply.

LESSEE RESPONSIBILITIES AND PERFORMANCES

1. The City of Dublin reserves the right to conduct background checks on potential Lessees and deny rental due to any pending or completed charges or other questionable matters.
2. It is the responsibility of the Lessee to inform the City of Dublin of the full nature of the event for which the Facility will be used. The event must be approved prior to accepting a booking date.
3. One event shall not exceed a maximum period of eight (8) hours, ending no later than 11:30 pm. Any exception from this must have prior approval from the City Manager's office.
4. The Lessee is responsible for the actions of all participants in the event while using the Facility during each event date(s). Children under the age of 18 are to be supervised at all times. NO EXCEPTIONS.
5. Lewd gestures and language will not be allowed and is the responsibility of the Lessee to stop such behavior should it occur during an approved event. Furthermore, no event may be of a sexual or illicit nature or anything that might negatively reflect on the City, including any illegal activities.
6. The City of Dublin does not accept responsibility for the sale of tickets, nor applicable sales tax.
7. Advertising for events is the sole responsibility of the Lessee.
8. Lessee shall remove all trash and debris from the Facility and all food products from the Facility. This includes all bathroom trash.

EQUIPMENT

1. If any equipment is not returned to the City in its original positions and operating condition, the Lessee will be responsible for all cost associated repairing or replacing the same.
2. Lessee accepts any equipment and furnishings of the City that is utilized for the Event as sufficient for the needs of the Lessee. Any other equipment or furnishings desired are the sole responsibility of the Lessee.

GENERAL POLICIES

1. All City owned property is NON-SMOKING. It is the responsibility of the Lessee to enforce this policy.
2. All City owned property is ALCOHOL FREE. It is the responsibility of the Lessee to enforce this policy.
3. Fog machines or bubble machines are not allowed for any indoor event as they may cause damage to the building and/or set off the fire alarm.
4. Animals and pets are NOT permitted in any building except in conjunction with an approved performance legitimately requiring use of animals that is approved by the City Manager prior to the event. EXCEPTION: GUIDE DOGS
5. Decorations must not be attached to any surface without prior approval from the City Manager. No adhesive material, nail, screw, or the like shall be used to affix decorations or signage to fencing, walls, windows, or doors. NO EXCEPTIONS.
6. City of Dublin permanent graphics, signs or displays may not be visibly blocked in any manner nor may temporary signs and decorations be attached to permanent building graphics.
7. Do not drag any item across the field, court, or floor of any Facility. This includes equipment, tables, chairs, decorations, instruments, props, sets, etc. Such items must be picked up and put in place. The fields, courts, and Facility floors cannot be marked in any fashion such as painting, duct tape or the like. Contact City personnel if you are in need of special permission regarding this issue. Failure to do so constitutes damage to the facility and forfeiture of the security/damage deposit.
8. Damage to City of Dublin's property and/or equipment shall be the responsibility of the Lessee and/or the person or organization causing such damage. Event management is invited to inspect areas prior to Load-In. Damages should be reported immediately to City of Dublin personnel.
9. Banners, overhead signs and special decorations may not be hung without prior approval.
10. House Lighting, ventilation, heat or air conditioning will be provided as required during the event.
11. No equipment, props, etc. can be left in the loading/ unloading area. The City of Dublin does not accept "donated" equipment or props due to limited storage space.
12. No "on site" construction is allowed.
13. Any cooking at the Facility that is desired for an event requires the prior approval of the City Manager. It is the responsibility of the Lessee to clean all areas used while plating/warming food, or cooking, if approved. No grills, smoke cookers, etc. are allowed inside any Facility.
14. Any event or circumstance not covered in these rules and regulations are subject to special consideration and stipulations as deemed appropriate by the City Manager. Questions and clarifications should be directed to the City Manager.

SECURITY

1. Lessee is responsible for complete security of the Facility, parking lot and all other areas specifically leased from the time of initial occupancy until completion of Load-Out.
Lessee must not leave the facility until all patrons and guests, etc. have departed and the and the primary contact from the city has been notified that the event has concluded and the premises have been vacated. Any and all security breach incidents that occur endanger the Lessee's ability to lease a Facility for future events, regardless if security is present. Such security, when required will be at the expense of the Lessee.
2. The City of Dublin reserves the right to determine when additional security (in the form of uniformed, off-duty police and/or deputy officers) is required. That determination will be based upon events with increased likelihood of participants becoming unruly.
3. City of Dublin must be informed of and approve all security arrangements. The security officer's acceptance of working the event must be in writing complete with a telephone number where he/she can be easily reached.
4. Exit doors or fencing are not to be propped open at any time and must be kept clear of any obstructions at all times.
5. Lewd and abusive language, threats, assault, vandalism, theft and all other inappropriate actions will result in immediate removal from the premises and prosecution if appropriate.
6. No soliciting is permitted in or around any City owned Facility.
7. Safety of all occupants of the Facility is of utmost concern. Any and all unsafe conditions or activities will be brought to the attention of the responsible parties and corrective measures are to be made immediately in order for the event to continue.

HAZARDOUS WORK AREA (LOADING DOCK)

1. Absolutely no drinking of alcoholic beverages is allowed, nor is anyone under the influence of alcohol or controlled substances allowed to work in this area.
2. Event management and all involved parties must comply with all Federal, State and Municipal fire codes which apply to places of public assembly. Sections of the Life Safety Code Book which are pertinent to places of public assembly shall be considered a part of all Leases, whether specifically referenced or not.
3. All materials that are not a part of the facility such as drapes, curtains, carpet or any materials used in performances must be flame retardant. All such materials are subject to inspection and flame testing by the Fire Marshall.
4. Firefighting emergency equipment may not be hidden or obstructed, including fire extinguishers, fire hose cabinets and fire alarm pull stations.
5. Crates or event equipment may not be stored in service areas. Crate storage is the responsibility of the Lessee.
6. All electrical equipment must be UL approved and all gasoline engines must be

AGA approved.

7. All emergency exits, hallways and aisles leading from the building are to be kept clean and unobstructed. Vehicles blocking the exits, etc. will be towed at the owner's expense.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding, (the "MOU"), made and entered into this _____ day of _____, 20____ by and between the City of Dublin, Georgia, ("the "City"), and the Southside Community Association, Inc. (the "Association" or "Lessee").

Witness that whereas the Association desires to utilize the Oconee Cultural Center facilities (the "Facility") for the purposes of the Association's community outreach programs and the City acknowledges the public benefit of said programs.

Witness that the Association provides resources to the community that otherwise would not be available; and

Witness that the City finds the public benefit of the Association's activities is sufficient to cover the cost that would otherwise be associated with renting the Facility.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the City and Lessee agree that the City will make the Facility available and provide access and use of the Facility to Lessee, at times and locations (specific rooms, fields, areas, or other facilities) as mutually agreed upon by the Parties, and subject to the responsibilities and general conditions below:

RESPONSIBILITIES OF THE PARTIES

The City agrees to:

- Provide access to the Oconee Cultural Center for the Association's community outreach programs;
- Grant such access free of charge;
- Coordinate scheduling with the Association.

The Housing Association agrees to:

- Coordinate scheduling with the City as far an advance as possible to minimize conflicts, the City Manager, or his designee, shall have final Association to agree to scheduling on behalf of the City. It being the intention of the Parties that a set and regular schedule is established so the City may plan other events for the Facility as needed for their purposes;
- Use the Facility solely for approved community outreach programs and related activities;
- Provide its own staff, supervision, program participants, and transportation for the aforementioned;
- Comply with all City rules, policies, and regulations regarding facility use, safety, and security;
- Comply with City staff regarding use of the Facility;
- Ensure all participants are supervised at all times and adhere to appropriate conduct

- standards;
- Restore the facility to its original condition after each use, normal wear and tear excepted;
 - Report any damage, maintenance issues, or incidents to the City promptly;

GENERAL CONDITIONS

1. Lessee acknowledges receipt, that it fully understands, and that it will abide by and comply with the "Park and Facility Rental Information" attached hereto and incorporated fully herein by this reference.
2. Lessee acknowledges and agrees that Lessee is utilizing the Facility on an "As-is, Where-is" basis and that City shall have no obligation whatsoever to make any improvements, repairs, or modifications to the Facility at any time prior to or during the term of this rental contract.
3. Lessee understands and agrees that execution of this Contract is a pre-requisite to securing proposed use of the Facility.
4. Lessee understands and agrees that there is a standard rental fee for the use as contemplated herein, but that the City considers the public benefit of the services provided by the Lessee as sufficient compensation for said rental fee.
5. **TERM:** This Contract shall become effective on the date first written above and shall continue until June 30, 2027. Either party may terminate this Contract without cause upon thirty (30) days' written notice of intent to terminate. Either Party may terminate this contract for cause at any time.
6. **RELEASE OF LIABILITY:** Lessee does hold harmless and indemnify the City, its officials, agents, servants, and/or employees, and its successors and assigns from any and all liabilities, losses, claims, judgments, suits, fines, penalties, demands or expenses, including, but not limited to, all reasonable costs for defense and investigation thereof (including, but not limited to, attorney's fees, court costs, and other associated fees) for any loss claimed by anyone due to death, injury, or damage to persons or property arising out of, attributable to, or resulting from the usage of the gym, except when such liability results from the sole negligence of the city, its officials, agents, servants, and/or employees.
7. **ENTIRE CONTRACT:** The text herein and included in any attachments hereto shall constitute the entire Contract between the parties. **Please find attached the Park and Facility Rental Information.**
8. **SEVERABILITY:** If any provision, or any portion thereof, contained in this Contract is held to be unconstitutional, invalid, or unenforceable, the remainder of this Contract, or portion hereof, shall be deemed severable, and shall not be affected, and shall remain in full force and effect.
9. **ASSIGNMENT AND DELEGATION:** The Parties shall not assign any rights nor shall they delegate any obligations created by this Contract. Any purported assignment or delegation by either Party makes this Contract null and void.

10. **SUCCESSORS AND ASSIGNS:** This Contract binds the respective Parties and successors and permitted assigns.
11. **GOVERNING LAW:** Any dispute arising under or related to this Contract is governed and construed in accordance with the laws of the State of Georgia, without regard to its conflict of law principles.
12. **NOTICE:** Unless otherwise provided herein, the Parties giving notice under this Contract shall do so in writing and mail through the United States Postal Service or by hand delivery. Notice is effective upon deposit with the United States Postal Service with the said notice being addressed as follows:

City of Dublin

Attn: City Manager

PO Box 690

Dublin, GA 31040

Dublin Housing Association

Attn: Director

PO Box 1671

Dublin, GA 31040

13. **AMENDMENTS:** This Contract may be amended only by an agreement in writing signed by both parties.
14. **MERGER:** This Contract represents the final and exclusive Contract between the parties and supersedes all prior negotiations and Contracts.
15. **NON-DISCRIMINATION STATEMENT AND REQUIREMENT:** The City of Dublin does not discriminate on the grounds of race, color, sex, national origin, or disability in the approvals of Lessees for events at City owned Facilities. Lessee also agrees to not engage in any action or inaction that results in discrimination against anyone on the basis of their race, color, sex, national origin, or disability in the use of the Facility. Failure to comply with this requirement will result in immediate removal from the facility and preclude any future rentals by the Lessee.

IN WITNESS WHEREOF, the Parties have caused this Contract to be fully executed as of the date set forth in the preamble.

CITY OF DUBLIN, GEORGIA

BY: _____
Joshua E. Kight, Mayor

ATTEST:

By _____
Dorothy Rozier, City Clerk

(Seal)

SOUTHSIDE COMMUNITY ASSOCIATION, INC.

BY: _____
Eugene Smith

PARK AND FACILITY RENTAL INFORMATION

STATEMENT OF PURPOSE

General operating policies and procedures have been established to ensure all City owned parks, recreational fields, courts, and facilities (the "Facility"), the City of Dublin, its personnel, Licensees and related service industries are working in a safe and orderly environment. These policies and procedures govern all activities at the Facility for all concerned and will be enforced by the City of Dublin. Any requests for variations or exceptions should be submitted in writing and have prior approval by the City Manager.

RESERVATION OF FACILITIES:

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2. A deposit may be required for anticipated advance expenditures. The balance of the rental fee and any additional expenses (i.e. clean-up, damage and security deposit) is due to the City of Dublin (14) days prior to the event date. All payments may be made at the Customer Service Department at City Hall, 100 S. Church Street, Dublin, Georgia 31021. Failure to do so could cancel the event date. **THE LESSEE MUST NOT WAIT UNTIL THE EVENT DATE TO PAY RENTAL FEES, NO EXCEPTIONS.**
3. **IF SECURITY OF THE FACILITY AND ITS PATRONS ARE BREACHED IN SUCH A WAY THAT LAW ENFORCEMENT IS CALLED TO RETAIN ORDER, OR FOR ANY REASON PERTAINING TO CIVIL MATTERS THE ENTIRE AMOUNT OF THE CLEAN-UP/SECURITY DEPOSIT WILL BE FORFEITED BY THE LESSEE.** Any damage to the Facility or any equipment within the Facility will be billed to the Lessee and due and payable upon receipt to the City of Dublin. Failure to pay any bills for damage may result in legal action and denial of any future requests for facility rental. Lessee agrees to be responsible for all costs, including attorney's fees, associated with collection of the same.
4. City of Dublin books Facilities on a first come first serve basis and is not responsible for the rollover of any events that are held annually. It is the responsibility of the person/organization responsible for the event to reserve dates and follow the policies for facility rental.
5. The City of Dublin has an employee designated to open and close the facility for each event. He/She is the liaison between the Lessee and the City Manager. Any problems during the Lessee's occupancy must be directed to him/her.
6. For events that are open to the general public or that are ticketed and may be purchased by

the general public, all Lessees are required to have insurance. Public liability insurance in the amount of \$100,000 for injuries sustained by one person, \$300,000 for injuries to two or more persons and \$50,000 for property damage coverage for each occurrence, naming the City of Dublin, a municipal corporation, as additional insured must be provided by the Lessee. Insurance must cover Load-In and Load-Out dates.

7. The approved methods of payment for all related expenses for event dates are as follows: Check, Cashier's Check / Money Order, All Major Credit Cards, convenience fees may apply.

LESSEE RESPONSIBILITIES AND PERFORMANCES

1. The City of Dublin reserves the right to conduct background checks on potential Lessees and deny rental due to any pending or completed charges or other questionable matters.
2. It is the responsibility of the Lessee to inform the City of Dublin of the full nature of the event for which the Facility will be used. The event must be approved prior to accepting a booking date.
3. One event shall not exceed a maximum period of eight (8) hours, ending no later than 11:30 pm. Any exception from this must have prior approval from the City Manager's office.
4. The Lessee is responsible for the actions of all participants in the event while using the Facility during each event date(s). Children under the age of 18 are to be supervised at all times. NO EXCEPTIONS.
5. Lewd gestures and language will not be allowed and is the responsibility of the Lessee to stop such behavior should it occur during an approved event. Furthermore, no event may be of a sexual or illicit nature or anything that might negatively reflect on the City, including any illegal activities.
6. The City of Dublin does not accept responsibility for the sale of tickets, nor applicable sales tax.
7. Advertising for events is the sole responsibility of the Lessee.
8. Lessee shall remove all trash and debris from the Facility and all food products from the Facility. This includes all bathroom trash.

EQUIPMENT

1. If any equipment is not returned to the City in its original positions and operating condition, the Lessee will be responsible for all cost associated repairing or replacing the same.
2. Lessee accepts any equipment and furnishings of the City that is utilized for the Event as sufficient for the needs of the Lessee. Any other equipment or furnishings desired are the sole responsibility of the Lessee.

GENERAL POLICIES

1. All City owned property is NON-SMOKING. It is the responsibility of the Lessee to enforce this policy.
2. All City owned property is ALCOHOL FREE. It is the responsibility of the Lessee to enforce this policy.
3. Fog machines or bubble machines are not allowed for any indoor event as they may cause damage to the building and/or set off the fire alarm.
4. Animals and pets are NOT permitted in any building except in conjunction with an approved performance legitimately requiring use of animals that is approved by the City Manager prior to the event. EXCEPTION: GUIDE DOGS
5. Decorations must not be attached to any surface without prior approval from the City Manager. No adhesive material, nail, screw, or the like shall be used to affix decorations or signage to fencing, walls, windows, or doors. NO EXCEPTIONS.
6. City of Dublin permanent graphics, signs or displays may not be visibly blocked in any manner nor may temporary signs and decorations be attached to permanent building graphics.
7. Do not drag any item across the field, court, or floor of any Facility. This includes equipment, tables, chairs, decorations, instruments, props, sets, etc. Such items must be picked up and put in place. The fields, courts, and Facility floors cannot be marked in any fashion such as painting, duct tape or the like. Contact City personnel if you are in need of special permission regarding this issue. Failure to do so constitutes damage to the facility and forfeiture of the security/damage deposit.
8. Damage to City of Dublin's property and/or equipment shall be the responsibility of the Lessee and/or the person or organization causing such damage. Event management is invited to inspect areas prior to Load-In. Damages should be reported immediately to City of Dublin personnel.
9. Banners, overhead signs and special decorations may not be hung without prior approval.
10. House Lighting, ventilation, heat or air conditioning will be provided as required during the event.
11. No equipment, props, etc. can be left in the loading/unloading area. The City of Dublin does not accept "donated" equipment or props due to limited storage space.
12. No "on site" construction is allowed.
13. Any cooking at the Facility that is desired for an event requires the prior approval of the City Manager. It is the responsibility of the Lessee to clean all areas used while plating/warming food, or cooking, if approved. No grills, smoke cookers, etc. are allowed inside any Facility.
14. Any event or circumstance not covered in these rules and regulations are subject to special consideration and stipulations as deemed appropriate by the City Manager. Questions and clarifications should be directed to the City Manager.

SECURITY

1. Lessee is responsible for complete security of the Facility, parking lot and all other areas specifically leased from the time of initial occupancy until completion of Load-Out.
Lessee must not leave the facility until all patrons and guests, etc. have departed and the primary contact from the city has been notified that the event has concluded and the premises have been vacated. Any and all security breach incidents that occur endanger the Lessee's ability to lease a Facility for future events, regardless if security is present. Such security, when required will be at the expense of the Lessee.
2. The City of Dublin reserves the right to determine when additional security (in the form of uniformed, off-duty police and/or deputy officers) is required. That determination will be based upon events with increased likelihood of participants becoming unruly.
3. City of Dublin must be informed of and approve all security arrangements. The security officer's acceptance of working the event must be in writing complete with a telephone number where he/she can be easily reached.
4. Exit doors or fencing are not to be propped open at any time and must be kept clear of any obstructions at all times.
5. Lewd and abusive language, threats, assault, vandalism, theft and all other inappropriate actions will result in immediate removal from the premises and prosecution if appropriate.
6. No soliciting is permitted in or around any City owned Facility.
7. Safety of all occupants of the Facility is of utmost concern. Any and all unsafe conditions or activities will be brought to the attention of the responsible parties and corrective measures are to be made immediately in order for the event to continue.

HAZARDOUS WORK AREA (LOADING DOCK)

1. Absolutely no drinking of alcoholic beverages is allowed, nor is anyone under the influence of alcohol or controlled substances allowed to work in this area.
2. Event management and all involved parties must comply with all Federal, State and Municipal fire codes which apply to places of public assembly. Sections of the Life Safety Code Book which are pertinent to places of public assembly shall be considered a part of all Leases, whether specifically referenced or not.
3. All materials that are not a part of the facility such as drapes, curtains, carpet or any materials used in performances must be flame retardant. All such materials are subject to inspection and flame testing by the Fire Marshall.
4. Firefighting emergency equipment may not be hidden or obstructed, including fire extinguishers, fire hose cabinets and fire alarm pull stations.
5. Crates or event equipment may not be stored in service areas. Crate storage is the responsibility of the Lessee.
6. All electrical equipment must be UL approved and all gasoline engines must be

AGA approved.

7. All emergency exits, hallways and aisles leading from the building are to be kept clean and unobstructed. Vehicles blocking the exits, etc. will be towed at the owner's expense.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding, (the "MOU"), made and entered into this _____ day of _____, 20____ by and between the City of Dublin, Georgia, ("the "City"), and the Oconee High School National Alumni Association, Inc. (the "Alumni" or "Lessee").

Witness that whereas the Alumni desires to utilize the Oconee Cultural Center facilities (the "Facility") for the purposes of the Alumni's community outreach programs and the City acknowledges the public benefit of said programs.

Witness that the Association provides resources to the community that otherwise would not be available; and

Witness that the City finds the public benefit of the Alumni's activities are sufficient to cover the cost that would otherwise be associated with renting the Facility.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the City and Lessee agree that the City will make the Facility available and provide access and use of the Facility to Lessee, at times and locations (specific rooms, fields, areas, or other facilities) as mutually agreed upon by the Parties, and subject to the responsibilities and general conditions below:

RESPONSIBILITIES OF THE PARTIES

The City agrees to:

- Provide access to the Oconee Cultural Center for the Alumni's community outreach programs;
- Grant such access free of charge;
- Coordinate scheduling with the Alumni.

The Housing Association agrees to:

- Coordinate scheduling with the City as far an advance as possible to minimize conflicts, the City Manager, or his designee, shall have final Alumni to agree to scheduling on behalf of the City. It being the intention of the Parties that a set and regular schedule is established so the City may plan other events for the Facility as needed for their purposes;
- Use the Facility solely for approved community outreach programs and related activities;
- Provide its own staff, supervision, program participants, and transportation for the aforementioned;
- Comply with all City rules, policies, and regulations regarding facility use, safety, and security;
- Comply with City staff regarding use of the Facility;
- Ensure all participants are supervised at all times and adhere to appropriate conduct

- standards;
- Restore the facility to its original condition after each use, normal wear and tear excepted;
 - Report any damage, maintenance issues, or incidents to the City promptly;

GENERAL CONDITIONS

1. Lessee acknowledges receipt, that it fully understands, and that it will abide by and comply with the "Park and Facility Rental Information" attached hereto and incorporated fully herein by this reference.
2. Lessee acknowledges and agrees that Lessee is utilizing the Facility on an "As-is, Where-is" basis and that City shall have no obligation whatsoever to make any improvements, repairs, or modifications to the Facility at any time prior to or during the term of this rental contract.
3. Lessee understands and agrees that execution of this Contract is a pre-requisite to securing proposed use of the Facility.
4. Lessee understands and agrees that there is a standard rental fee for the use as contemplated herein, but that the City considers the public benefit of the services provided by the Lessee as sufficient compensation for said rental fee.
5. **TERM:** This Contract shall become effective on the date first written above and shall continue until June 30, 2027. Either party may terminate this Contract without cause upon thirty (30) days' written notice of intent to terminate. Either Party may terminate this contract for cause at any time.
6. **RELEASE OF LIABILITY:** Lessee does hold harmless and indemnify the City, its officials, agents, servants, and/or employees, and its successors and assigns from any and all liabilities, losses, claims, judgments, suits, fines, penalties, demands or expenses, including, but not limited to, all reasonable costs for defense and investigation thereof (including, but not limited to, attorney's fees, court costs, and other associated fees) for any loss claimed by anyone due to death, injury, or damage to persons or property arising out of, attributable to, or resulting from the usage of the gym, except when such liability results from the sole negligence of the city, its officials, agents, servants, and/or employees.
7. **ENTIRE CONTRACT:** The text herein and included in any attachments hereto shall constitute the entire Contract between the parties. **Please find attached the Park and Facility Rental Information.**
8. **SEVERABILITY:** If any provision, or any portion thereof, contained in this Contract is held to be unconstitutional, invalid, or unenforceable, the remainder of this Contract, or portion hereof, shall be deemed severable, and shall not be affected, and shall remain in full force and effect.
9. **ASSIGNMENT AND DELEGATION:** The Parties shall not assign any rights nor shall they delegate any obligations created by this Contract. Any purported assignment or delegation by either Party makes this Contract null and void.

10. **SUCCESSORS AND ASSIGNS:** This Contract binds the respective Parties and successors and permitted assigns.
11. **GOVERNING LAW:** Any dispute arising under or related to this Contract is governed and construed in accordance with the laws of the State of Georgia, without regard to its conflict of law principles.
12. **NOTICE:** Unless otherwise provided herein, the Parties giving notice under this Contract shall do so in writing and mail through the United States Postal Service or by hand delivery. Notice is effective upon deposit with the United States Postal Service with the said notice being addressed as follows:

City of Dublin

Attn: City Manager

PO Box 690

Dublin, GA 31040

**Oconee High School National
Alumni Association**

Attn: President

PO Box 1351

Dublin, GA 31021

13. **AMENDMENTS:** This Contract may be amended only by an agreement in writing signed by both parties.
14. **MERGER:** This Contract represents the final and exclusive Contract between the parties and supersedes all prior negotiations and Contracts.
15. **NON-DISCRIMINATION STATEMENT AND REQUIREMENT:** The City of Dublin does not discriminate on the grounds of race, color, sex, national origin, or disability in the approvals of Lessees for events at City owned Facilities. Lessee also agrees to not engage in any action or inaction that results in discrimination against anyone on the basis of their race, color, sex, national origin, or disability in the use of the Facility. Failure to comply with this requirement will result in immediate removal from the facility and preclude any future rentals by the Lessee.

IN WITNESS WHEREOF, the Parties have caused this Contract to be fully executed as of the date set forth in the preamble.

CITY OF DUBLIN, GEORGIA

BY: _____
Joshua E. Kight, Mayor

ATTEST:

By _____
Dorothy Rozier, City Clerk

(Seal)

OCONEE HIGH SCHOOL NATIONAL ALUMNI ASSOCIATION, INC.

BY: _____
President

PARK AND FACILITY RENTAL INFORMATION

STATEMENT OF PURPOSE

General operating policies and procedures have been established to ensure all City owned parks, recreational fields, courts, and facilities (the "Facility"), the City of Dublin, its personnel, Licensees and related service industries are working in a safe and orderly environment. These policies and procedures govern all activities at the Facility for all concerned and will be enforced by the City of Dublin. Any requests for variations or exceptions should be submitted in writing and have prior approval by the City Manager.

RESERVATION OF FACILITIES:

1. A reservation request date is not considered confirmed until the Lessee has submitted the signed contract to the City of Dublin and confirmation provided by the City of receipt of the same. The balance of the rental is due (14) days prior to the event date. Events cancelled due to acts of God, inclement weather, death, or other cause are not the responsibility of the City of Dublin and any deposits paid for an event will not be refunded for any reason.
2. A deposit may be required for anticipated advance expenditures. The balance of the rental fee and any additional expenses (i.e. clean-up, damage and security deposit) is due to the City of Dublin (14) days prior to the event date. All payments may be made at the Customer Service Department at City Hall, 100 S. Church Street, Dublin, Georgia 31021. Failure to do so could cancel the event date. **THE LESSEE MUST NOT WAIT UNTIL THE EVENT DATE TO PAY RENTAL FEES, NO EXCEPTIONS.**
3. **IF SECURITY OF THE FACILITY AND ITS PATRONS ARE BREACHED IN SUCH A WAY THAT LAW ENFORCEMENT IS CALLED TO RETAIN ORDER, OR FOR ANY REASON PERTAINING TO CIVIL MATTERS THE ENTIRE AMOUNT OF THE CLEAN-UP/SECURITY DEPOSIT WILL BE FORFEITED BY THE LESSEE.**
Any damage to the Facility or any equipment within the Facility will be billed to the Lessee and due and payable upon receipt to the City of Dublin. Failure to pay any bills for damage may result in legal action and denial of any future requests for facility rental. Lessee agrees to be responsible for all costs, including attorney's fees, associated with collection of the same.
4. City of Dublin books Facilities on a first come first serve basis and is not responsible for the rollover of any events that are held annually. It is the responsibility of the person/organization responsible for the event to reserve dates and follow the policies for facility rental.
5. The City of Dublin has an employee designated to open and close the facility for each event. He/She is the liaison between the Lessee and the City Manager. Any problems during the Lessee's occupancy must be directed to him/her.
6. For events that are open to the general public or that are ticketed and may be purchased by

the general public, all Lessees are required to have insurance. Public liability insurance in the amount of \$100,000 for injuries sustained by one person, \$300,000 for injuries to two or more persons and \$50,000 for property damage coverage for each occurrence, naming the City of Dublin, a municipal corporation, as additional insured must be provided by the Lessee. Insurance must cover Load-In and Load-Out dates.

7. The approved methods of payment for all related expenses for event dates are as follows: Check, Cashier's Check / Money Order, All Major Credit Cards, convenience fees may apply.

LESSEE RESPONSIBILITIES AND PERFORMANCES

1. The City of Dublin reserves the right to conduct background checks on potential Lessees and deny rental due to any pending or completed charges or other questionable matters.
2. It is the responsibility of the Lessee to inform the City of Dublin of the full nature of the event for which the Facility will be used. The event must be approved prior to accepting a booking date.
3. One event shall not exceed a maximum period of eight (8) hours, ending no later than 11:30 pm. Any exception from this must have prior approval from the City Manager's office.
4. The Lessee is responsible for the actions of all participants in the event while using the Facility during each event date(s). Children under the age of 18 are to be supervised at all times. NO EXCEPTIONS.
5. Lewd gestures and language will not be allowed and is the responsibility of the Lessee to stop such behavior should it occur during an approved event. Furthermore, no event may be of a sexual or illicit nature or anything that might negatively reflect on the City, including any illegal activities.
6. The City of Dublin does not accept responsibility for the sale of tickets, nor applicable sales tax.
7. Advertising for events is the sole responsibility of the Lessee.
8. Lessee shall remove all trash and debris from the Facility and all food products from the Facility. This includes all bathroom trash.

EQUIPMENT

1. If any equipment is not returned to the City in its original positions and operating condition, the Lessee will be responsible for all cost associated repairing or replacing the same.
2. Lessee accepts any equipment and furnishings of the City that is utilized for the Event as sufficient for the needs of the Lessee. Any other equipment or furnishings desired are the sole responsibility of the Lessee.

GENERAL POLICIES

1. All City owned property is NON-SMOKING. It is the responsibility of the Lessee to enforce this policy.
2. All City owned property is ALCOHOL FREE. It is the responsibility of the Lessee to enforce this policy.
3. Fog machines or bubble machines are not allowed for any indoor event as they may cause damage to the building and/or set off the fire alarm.
4. Animals and pets are NOT permitted in any building except in conjunction with an approved performance legitimately requiring use of animals that is approved by the City Manager prior to the event. EXCEPTION: GUIDE DOGS
5. Decorations must not be attached to any surface without prior approval from the City Manager. No adhesive material, nail, screw, or the like shall be used to affix decorations or signage to fencing, walls, windows, or doors. NO EXCEPTIONS.
6. City of Dublin permanent graphics, signs or displays may not be visibly blocked in any manner nor may temporary signs and decorations be attached to permanent building graphics.
7. Do not drag any item across the field, court, or floor of any Facility. This includes equipment, tables, chairs, decorations, instruments, props, sets, etc. Such items must be picked up and put in place. The fields, courts, and Facility floors cannot be marked in any fashion such as painting, duct tape or the like. Contact City personnel if you are in need of special permission regarding this issue. Failure to do so constitutes damage to the facility and forfeiture of the security/damage deposit.
8. Damage to City of Dublin's property and/or equipment shall be the responsibility of the Lessee and/or the person or organization causing such damage. Event management is invited to inspect areas prior to Load-In. Damages should be reported immediately to City of Dublin personnel.
9. Banners, overhead signs and special decorations may not be hung without prior approval.
10. House Lighting, ventilation, heat or air conditioning will be provided as required during the event.
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