

Downtown LaGrange Development Authority (DLDA) Overlook Plaza Rental Agreement

APPLICANT INFORMATION

Event Name:			
Event Dates: 1) <small>(please provide 3 possible dates)</small>		2)	3)
Event Time:		From:	To:
Move-In Date & Time:		Move-Out Date & Time:	
Organization Name:			
Main Contact Person/Event Producer (if applicable):			
Main mailing address:			
City:	State:		ZIP Code:
Day Phone:		Evening Phone:	Emergency Phone:
Mobile:		Mobile used at event (if different):	
Email:		Organization website:	
Phone:		E-mail:	Fax:
Organization Type (check):	Nonprofit/Civic _____ <small>(proof of 501(c)3 required)</small>	Corporate _____	Commercial _____

EVENTS DETAILS

Event Description/Purpose:				
Estimated Attendance:		Open to the public: _____		Members only: _____
Ticketed Event**? _____	Ticket Event Cost**:	\$ _____ Adult	\$ _____ Senior	\$ _____ Children
Additional amount/ticket for day-of tickets \$ _____			Online ticket sales?* _____yes _____no	
TYPE OF EVENT (check type):				
Athletic Event (type)	Club/Convention	Art/Craft Show		
Food Festival	Beer/Wine/Food Festival	Trade Show		
Business/Educational/Lecture	Political Fundraiser/Rally(permit)	Charity Benefit		
Theater Performance	Children's/Senior Event	Concert Performance (type)		
Church Event	Other			
Is this the first time you have rented Overlook Plaza? _____yes _____no				
If no, please give date of previous rental _____ / _____ / _____				

ACTIVITY DETAILS

Please indicate below the activities and equipment you would like to request permission to include with your production. You must provide accurate information. Failure to do so will impact fees and rental availability.

<i>Activity Details</i>	<i>Yes</i>	<i>No</i>	<i>Event Components</i>	<i>Yes</i>	<i>No</i>
Admission Fee			Visual		
Alcohol Sales			Audio- Rented		
Alcohol Consumption			Confetti		
Kid's Inflatables			Decorations		
Non-Mechanical Amusement Activities			Drone Videography		
If yes, describe			Freezers		
Donations			Generators		
Fireworks			Grills/BBQ		
Food/Soda Sales			Ice Machines		
Gated Event			LED Screen		
Haze (fog) Effects			Lighting		
Live Music/DJ			Refrigerator		
Merchandise Sales			Spot Lights		
Pyrotechnics			Tents		
Street Closing			Oil Fryer		
Ticket Sales/Takers (online?)			Other		
Security					
Use of Concession Stand or Prep Kitchen (circle)					
Volunteers					
Other					

Using electrical power?	Onsight, if available* _____	Bringing Generators _____	No electrical needs _____
--------------------------------	------------------------------	---------------------------	---------------------------

**An electrical worksheet may be required depending on electrical needs. If there is not sufficient electricity, you will be responsible for supplementing with generators.

FOOD AND ALCOHOL

Serving alcoholic beverages?

Yes* (please specify)	_____ Alcohol Sales	_____ Event providing at no charge	_____ Sampling
-----------------------	---------------------	------------------------------------	----------------

LIQUOR LICENSE REQUIRED: *If alcohol is sold at an event, it is mandatory that the applicant possess a liquor license or obtain a temporary liquor license from both the City of LaGrange and the state of GA Division of Alcoholic Beverages and Tobacco; even if the caterer hired has a liquor or pouring license.

ALCOHOL DISPENSING: All beverages must be dispensed in plastic, aluminum, or paper containers. No glass bottles may be dispensed. No more than two (2) alcoholic beverages may be sold to one individual at one time.

****ALL ALCOHOL SALES MUST CEASE 30 MINUTES PRIOR TO THE END OF THE EVENT****

SPECIAL EVENTS LIABILITY INSURANCE REQUIRED: For any event serving alcohol (for sale or consumption), a special events liability insurance policy of at least \$2,000,000 that names the Downtown Development Authority of the City of LaGrange (DDAI) as an additional insured is required and is required 14 business days prior to the event date. Special events liability insurance is required even if the caterer hired has a liquor or pouring license.

What type of alcohol will be at event? Check all that apply:

_____ Beer	_____ Wine	_____ Alcohol
------------	------------	---------------

Name of event/entity carrying liquor license? _____

What are the hours that alcohol will be served or sold?	_____ am/pm	to	_____ am/pm
---	-------------	----	-------------

Please explain your plan to ensure the safe sale or distribution of alcohol at your event:

<input type="checkbox"/> Issuing Wristbands?	Who will be dispensing the alcoholic beverages?
--	---

Who will be checking IDs?	Who will make sure alcohol does not leave the restricted area?
---------------------------	--

Having food & non-alcoholic beverages at your event? **yes** (check below) **no**

Vendors preparing food onsite	Food Trucks	
Food & non-alcoholic beverages being dropped off/delivered-vendors not onsite-not selling	All food & non-alcoholic beverages handled by organizer; bringing in no outside vendors	

Will vendors be selling or providing information at your event? **yes** (answer below) **no**

<i>Type</i>	<i>#</i>	<i>Type</i>	<i>#</i>
Vendors selling food/non-alcoholic beverages		Vendors giving out samples	
Vendors selling merchandise/service		No selling or information vendors at event	
Vendors passing out information only			

KIDS ACTIVITIES

Having kids activities? **yes** (check below) **no**

Inflatable bounce house	Arts/crafts	
Inflatable bouncer slider	Petting Zoo	
Rock climbing wall/height	Pony Rides	
Other _____		

EVENT MARKETING/ADVERTISING

How will the event be promoted (please check all that apply)?

<input type="checkbox"/> TV	<input type="checkbox"/> Radio	<input type="checkbox"/> Newspaper	<input type="checkbox"/> Posters
<input type="checkbox"/> Invitations	<input type="checkbox"/> Website	<input type="checkbox"/> Social Media	<input type="checkbox"/> Other

If your event is open to the public and you plan to promote it on TV, radio and/or newspaper, please detail which stations, publications, websites and when you plan to begin promotion as well as the frequency of various ad placements?

MISC.

Please describe or list any important details about your event not already included on this application.

Law Enforcement & Security

Based on anticipated attendance, site location and ability to assure public safety requirements, police may be required. Your event coordinator will determine how many officers you need for your event and she will coordinate the scheduling of those off-duty officers through Lt. Mark Kostial at (mkostial@lagrange-ga.org) or (706) 883-2648. You will be responsible for paying each officer \$30 an hour at the end of the night.

Emergency Medical

Depending on the size and nature of the event, you may be required to provide on-site emergency medical assistance/ambulance. If so, please contact John Brant with the LaGrange Fire Department Station #4 at 706.883.2089 at least 30 days prior to the event to make arrangement.

Incllement Weather

Should severe weather take place while the venue is open for guests prior to or leading up to or during a scheduled event, our Public Safety personnel, director or on-site manager will decide at what point, if any, to cancel or postpone the event. In case of steady rain, there may be the option of moving your event to a different date with no additional fee. Anna Knight will be able to go over that with you when rented

Security Deposit

Any organization or individual that holds an event on DLDA property that does not abide by the authorized use, rules and regulations, or that causes additional costs to the Plaza may lose all or a portion of its security deposit. Associated costs will be deducted from the security deposit for any occurrence. Any amount due over and above the security deposit will be billed directly to the organization/individual and must be paid upon receipt. Examples of situations that may require the loss of a security deposit, loss of permit privileges and/or event cancellation include, but are not limited to the following:

- Property damage
- Additional maintenance needed to restore or repair the facility
- Additional need for crowd control
- Failure to follow the Plaza rules and regulations

Additional Fees not mentioned above:

Indoor bathrooms inside Wild Leap are not available to renters of Overlook unless they approve bathrooms to be used (depending on size of event and if they would like to be open for event attendees to enter Wild Leap.) Porta Johns will be required to have during an event if Wild Leap is closed. Anna can coordinate the rental of tables and chairs from LaGrange Equipment and Tool rental. This will be discussed as we get closer to the event.

OVERLOOK PLAZA RENTAL FEES

Rental Area	Length of Rental	Rental Rate
Overlook Plaza	8 hours	\$500 This rate includes a host and clean up.
Additional		Porta Johns - \$65 per porta john Security - \$30 per hour when alcohol is served. Special Events Liability Insurance – through insurance agency- when distributing alcohol. Tables and Chairs - \$10 per table and \$1-\$3 per chair (depending on selection) plus a delivery charge through LaGrange Equipment and Tool Rental.

===OVERLOOK PLAZA IS A NON-SMOKING VENUE===

The South Main Plaza is a municipally owned venue and in accordance with the Georgia State Clean Air Act of 2005, **smoking is only permitted in the designated smoking area.** .

We advise you to observe the same practices you would when attending a movie or restaurant. It is our obligation to protect the health and safety of all our patrons and request you respect this policy and refrain from smoking on or near the plaza area.

LEASE OF OVERLOOK PLAZA

LEASE AGREEMENT

This Lease Agreement ("Lease") is hereby entered into by and between Downtown Development Authority of the City of LaGrange ("Lessor") and the Lessee hereafter named (the "Lessee") under the terms and conditions and for the Event as set forth below:

1. Lease Documents.

This Agreement (the "Lease") shall include (i) this executed lease; (ii) Overlook Plaza Rental Agreement Application ("Application") with respect to the Event hereafter identified.

2. Event.

The Event shall be the Event as described and set forth in the Application which is attached hereto and incorporated herein. Dates of use shall be _____.

3. Premises.

The Premises hereby leased shall be the rental area as designated in the Application.

4. Rent.

The Rent payable shall be _____, which shall be paid to Lessor in accordance with the Guidelines.

5. Fees and Deposits.

Lessee shall, in addition to the rental amount, pay the following fees and deposits.

- a. Lessee agrees to pay fifty percent (50%) of the rental amount, which Lessee acknowledges and agrees constitutes a non-refundable security deposit, at the time this Lease is executed.
- b. Lessee agrees to pay the remaining fifty percent (50%) of the rental amount, which Lessee acknowledges shall be non-refundable, on or before a date which is at least thirty (30) days prior to the date of the Event.

6. Compliance with Laws and Facility Rules.

The Lessee and Lessee's guests shall at all times maintain proper conduct and decorum and shall comply with all laws, ordinances, rules, and regulations of all governmental entities. The Lessee further agrees to reimburse Lessor for any and all damage to the Premises and property of Lessor arising from the Event caused by Lessee or by any of Lessee's guests, employees, agents or affiliated persons, ordinary wear and tear excepted.

7. Lessee's Release and Indemnification.

No liability either express or implied will be incurred by Lessor, its agents, servants, and employees, for any claim arising out of the use of the Premises by Lessee, its agents, servants, employees, assigns, successors, invitees and licensees. Further, Lessee agrees to indemnify and hold Lessor harmless against any and all claims for damages whether for personal injury or damage to property, which may be asserted by any person or any entity arising out of the use of the Premises by Lessee for the Event on the dates of use specified herein. The duty to indemnify shall include attorney fees of Lessor and all cost incurred by Lessor in defense of any such claims.

8. Cancellation/Refund Policy.

Should the Lessor cancel the event less than 30 days prior to the event, no refund will be issued but one rain date can be selected in case of rain on date of the original date.

9. Insurance Requirements. Unless specifically waived by Lessor, Lessee shall procure and maintain, at its sole cost and expense, for the duration of this Lease, a Special Event Limited Liability Insurance Policy covering liabilities stemming from any activities related to the Event. This insurance policy must cover, in addition to the general public, all entertainers and their support staff and any other individual participating in or attending any activity for which the Premises is rented. Lessee must furnish proof of coverage through a certificate of insurance naming Lessor as an additional insured at least two (2) weeks prior to the Event. The amount of such coverage shall be \$2,000,000.00 unless waived by Lessor.

LEASE OF OVERLOOK PLAZA, Cont'd

10. Lessee's Representations.

The individual executing this document on behalf of the Lessee hereby represents and warrants to Lessor that he/she has full right, power and authority to execute this Lease on behalf of the Lessee.

LESSOR:
**Downtown Development Authority of the
City of LaGrange**

By: _____
Title: _____

LESSEE:

By: _____
Title: _____

*****Please retain a copy of this application for your records.*****

***Please remember to include a rental deposit check payable to:
Downtown LaGrange Development Authority***

Please mail to:

DLDA
200 Main Street
Suite 1B
LaGrange, GA 30240