



C.C. McCRAY CITY AUDITORIUM
CITY OF WAYCROSS FACILITY

Contract # C.C. McCray City Auditorium Lease Agreement

Date: \_\_\_\_\_

Ware County, Georgia.

This agreement confirms the following arrangements between the Mayor and City Commission of the City of Waycross:

C.C. McCray City Auditorium Contact:

and the Lessee:

Community Improvement Department
c/o City of Waycross
Pendleton Street
Waycross, Georgia 31501
(912) 287-2969

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone No: \_\_\_\_\_  
E-mail: \_\_\_\_\_

Event Dates and Times

\_\_\_\_ / \_\_\_\_ / \_\_\_\_ Through \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Hours of Use:

Set Up: From \_\_\_\_\_ a.m./p.m. To \_\_\_\_\_ a.m. / p.m.

Event: From \_\_\_\_\_ a.m./p.m. To \_\_\_\_\_ a.m. / p.m.

Clean Up: From \_\_\_\_\_ a.m./p.m. To \_\_\_\_\_ a.m. / p.m.

Space Commitment & Rental Charges

Alcohol: Will there be alcohol served during this event? \_\_\_\_\_ Yes \_\_\_\_\_ No

Police Department Acknowledgement of Event:

- Rental rates are per event and per day/evening rental only. Facility rental totals:
— Sunday – Wednesday (daily fee) \$400.00
— Thursday – Saturday (daily fee) \$500.00



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- A refundable deposit of \$250.00 (for events without alcohol) / \$500 (for events with alcohol) is required upon application to the City for an event. The deposit will be returned upon satisfactory inspection by City staff after completion of the event within two weeks. The rental deposit is not part of the rental fee.
- The deposit may be refunded either in full or in part minus any expenses for damages, losses, cleaning expenses, moving and re-arranging charges of owner’s furniture and accessories, special contractor charges, extraordinary maintenance or repairs, security charges deemed necessary or caused by the Lessee and/or Lessee’s caterer, agents, employees or any of the invitees of Lessee, or any person or persons attending a function sponsored by Lessee, to building, grounds, furniture, carpet and any equipment. The City of Waycross will provide detailed charges against the deposit. Any charges in excess of the deposit will be billed to Lessee. All excess damages are to be paid within five (5) days from the date of the statement. Failure to make any attempts to pay additional costs will result in denial of future facility booking requests and possible litigation.
- All applicants must provide a government issued photo identification at time of application.
- A fee of \$35.00 will be assessed to the Lessee for a returned check.
- Full amount is due at date of this agreement, if agreement is less than 30 days of scheduled date of event. Insufficient funds will result in the cancellation of an event.
- Balance of \_\_\_\_\_ within 30 days of statement receipt or at settlement of ticketed events.
- Accessibility for the day prior to event is offered at full price. The date is not guaranteed unless rental fee is paid in advance. If facility is still open the week of the scheduled event, the Lessee may have access to the facility with a rental fee of half the daily price. All correspondence regarding rental prior to event will be made according to contact information provided here on this lease. This will be the responsibility of the Lessee to remain in contact with the Lessor regarding the availability of the prior date.
- This Agreement is good if received, signed, executed by both parties and delivered with the deposit by 4:00 p.m. on \_\_\_\_\_ .
- The Lessee’s sole purpose in renting the space is \_\_\_\_\_
- All sums payable by the Lessee to the C.C. McCray City Auditorium will be paid in lawful money, certified check or other manner deemed adequate by the City of Waycross’ Director of Finance.



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- Lessee must be the age of 25 to rent the C.C. McCray City Auditorium.
• Admission Fee? Yes \_\_\_ No \_\_\_ Amount \$\_\_\_ Proceeds For: \_\_\_
• Will alcoholic beverages, beer or wine be SERVED / SOLD? Yes \_\_\_ No \_\_\_
- If alcoholic beverages, beer or wine are SOLD, the Lessee has to be licensed with the State and City and must provide a copy of State and City License before they are granted permission to sell alcoholic beverages, beer or wine at event location.
- If alcoholic beverages, beer or wine are served (not sold), bartenders must have a Servers Permit issued by the Waycross Police Department and Lessee must have approval letter from City Manager.
- Ticketed events serving alcoholic beverages, beer or wine (cash bar, open bar or donations) require that Lessee must provide a State and City License.
• Name of Caterer: \_\_\_
• Caterer Address: \_\_\_
• Business License No.: \_\_\_ Phone No.: \_\_\_
• Music? Yes \_\_\_ No \_\_\_ Music Played from \_\_\_ a.m. / p.m. to \_\_\_ a.m. / p.m.
• DJ? Yes \_\_\_ No \_\_\_ Live Music? Yes \_\_\_ No \_\_\_
• Name or Band or DJ: \_\_\_
• Band or DJ Address: \_\_\_
• Business License: \_\_\_ Phone No.: \_\_\_

The C.C. McCray City Auditorium hereby agrees:

- 1. To furnish general lighting from permanent fixtures, outlets, and equipment in the building, heat or air conditioning, water for normal usage as now installed in the building, and provide



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one daily cleaning of all public spaces and between show cleanups as possible for events with more than one daily performance. Room changeovers and extensive janitorial duties carry a charge.

2. To put forth every good faith effort in timely notification of any renovations or expansions that may affect Lessee's use of space.
3. To retain the right to use of lease portions of the facility not bound by this agreement.
4. To retain all advertising space on the premises and all receipts therefrom will go to the C.C. McCray City Auditorium.
5. To reserve all rights and privileges for outgoing radio and television broadcasts originating from the facility during the terms of this agreement.

**The Lessee hereby agrees:**

1. To use and occupy the C.C. McCray City Auditorium in a safe and careful manner and comply with all laws, rules, regulations and ordinances of the City of Waycross, Georgia, and any state, county, or governmental authority controlling the C.C. McCray City Auditorium.
2. To maintain the C.C. McCray City Auditorium in the condition existing at the beginning of the event or repair any damage to the premises, beyond normal wear and tear for which the Lessee, its attendees or its contracted outside agents are responsible.
3. To NOT obstruct, in any way, ingress or egress.
4. To NOT bring any electricity producing devices, flammable or inflammable liquid, gas or solid on the premises without the prior written approval of the City Manager or his/her designate.
5. To NOT bring any fog machine, fog generator, smoke machine, or any device that produces and emits a dense vapor that is, or appears similar to, fog or smoke.
6. To assume all costs arising from the use of patented, trademarked, franchised, or copyrighted music, materials, devices, processes or dramatic rights used on or incorporate in the event and to indemnify, save, hold harmless and indemnify the C.C. McCray City Auditorium, the C.C. McCray City Auditorium staff, and the Mayor and City Commission of the City of Waycross, and its employees and officers, against any and all suits, losses, damages, and expenses incurred or sustained.
7. To NOT assign any portion of this agreement to any other party.



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8. To NOT allow collections or donations, whether for charity or otherwise without prior written approval of the City Manager.
9. The C.C. McCray City Auditorium is in no way responsible for any Lessee property. Any items left by the Lessee will become the property of the C.C. McCray Auditorium and will be disposed of at the discretion of the City Manager or his/her designee.
10. All food and beverage debris, decoration supplies and other trash must be picked up, bagged and removed from the property by the Lessee, Contracted Caterer, Bartender or responsible party. The facility, including the grounds, must be left in an orderly condition. Failure to complete any of these tasks will result in a partial or complete loss of deposit. The City of Waycross staff person on duty will perform a walk-through of the premises prior to dismissing the caterer.
11. Lessee is responsible for supplying all tablecloths, napkins, dishes, utensils and coffee/tea beverage service. No utensils or lines will be provided by the City of Waycross.
12. Mops, brooms and the cleaning supplies are available for use. If food is served, Lessee may utilize kitchen facility, sink, oven and refrigerator. Lessee shall clean the kitchen, supplying its own dishtowels and cleaning supplies for dishes, silverware, etc. No grease of any sort shall be placed in or washed down the drains in the sinks in the kitchen or restrooms. Damage to pipes and/or plumbing will result in automatic forfeiture of deposit and Lessee will be charged for damages, cleaning expenses, special contractor charges, maintenance or repairs, as deemed necessary by the City of Waycross.
13. The C.C. McCray City Auditorium and its officers, representatives, agents, and employees engaged in the operation and maintenance of the C.C. McCray City Auditorium reserve the right to enter and have free access to said premises at any time and all times.
14. Should the Lessee cancel within 10 days of the event covered under this agreement, no deposit refund will be made and the full rental fee guarantee as called for in this Agreement will be payable by the Lessee to the C.C. McCray City Auditorium as liquidated damages and not a penalty, and the Lessee agrees to also pay any reimbursable expenses incurred by Lessor in connection with the event covered by this agreement.
15. All events that require uniformed security will be provided by the Waycross Police Department. Rates and number of required security personnel will be determined by the Chief of Police or his/her designee.
16. To provide the C.C. McCray City Auditorium a full and detailed outline of Lessee's requirements for the facilities to be used, including but not limited to all stage, sound, lighting,



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chair or table set-ups and other information as the event requires by the C.C. McCray City Auditorium concerning the event not less than 5 business days prior to the event.

17. All items and merchandise associated with the Lessee will be brought into or taken out of the building only at such entrances as may be designated by the C.C. McCray City Auditorium.
18. Agrees to present full advance information as to the nature and content of any advertising relating to the Lessee's use of the C.C. McCray City Auditorium.
19. The sale, dispensing or distribution of alcohol is prohibited without an Alcohol License. Proof of license is required prior to event scheduled.
20. No "brown bagging" of alcohol shall be allowed.
21. The Lessee will have no right of termination for the sole purpose of holding the event at another facility or in another city.
22. The Lessee will be required to clean the facility after use. Cleanup must be completed by 2:00 a.m. the following day.
23. No sporting events shall take place at or within the C.C. McCray City Auditorium without prior written approval of the Waycross City Commission.

**The C.C. McCray Auditorium and Lessee hereby agrees:**

1. Any charges, additions or stipulations to the contract will not be binding to the other party until such additions, clauses, or stipulations have been approved in writing and signed by both parties.
2. The City reserves the rights to terminate the agreement between the City and Lessee.
3. The City reserves the right to enter the facility before, during and after the completion of the scheduled event.
4. The performance of this agreement for either party is governed by the laws of Georgia and is subject to acts of God, war, government regulations, disaster, fire, strikes or threats of strikes, civil disorder, curtailment of transportation facilities, or other similar cause beyond the abilities



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of the parties, making it inadvisable, illegal or impossible to hold the meeting or provide the facility.

**IN WITNESS WHEREOF**, the parties have executed this agreement or caused it to be executed by their representative(s) duly authorized as the date and year first mentioned above in this agreement.

**THE MAYOR AND CITY COMMISSION OF THE CITY OF WAYCROSS, GEORGIA**

By: \_\_\_\_\_  
Signature of Lessee

By: \_\_\_\_\_  
Community Improvement (or designee)

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**I have received a copy of the City Auditorium Ordinance and understand my rights and responsibilities under the code.**

By: \_\_\_\_\_  
Signature of Lessee

Date Signed: \_\_\_\_\_

- Police Chief \_\_\_\_\_
- Public Works \_\_\_\_\_
- Fire Department \_\_\_\_\_
- City Engineer \_\_\_\_\_



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**APPROVED**

**DENIED**

\_\_\_\_\_  
**City Manager**

\_\_\_\_\_  
**Date Signed**

**OCCUPANCY LOAD**

1. The Lessee is responsible for verifying the maximum expected capacity for their event.

Estimated attendance (per day): \_\_\_\_\_

2. Please see maximum capacity limits per standard setup templates: (Capacity limits include all persons)

- All Standing – Maximum capacity 640 persons
- All tables and chairs – 350 persons
- All chairs – 600 persons

3. Under no circumstances are the maximum capacities to be exceeded. Any variations of the seating, table and/or chair arrangements must be approved by Fire Chief or Fire Marshal.

4. Lessee will be held responsible for maintain occupancy limits and must stipulate how they will monitor such (i.e. counters, wristbands, ticket sales, etc.)

5. Occupancy limits in excess of those approved could result in the immediate closure of the event and the forfeiture of any and all deposits and payments made to the City of Waycross.

By: \_\_\_\_\_  
**Signature of Lessee**

**Date Signed:** \_\_\_\_\_





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**INDEMNIFICATION AGREEMENT**

**FOR VALUE RECEIVED**, including the right to hold a public function on property belonging to the City of Waycross, Georgia, the undersigned jointly and severally agree to indemnify and hold harmless the City of Waycross, Georgia and its successors and assigns from any claim, action, liability, loss damage or suit, arising from the following:

In the event of any asserted claim, the City of Waycross shall provide the undersigned written notice of same, and thereafter the undersigned shall at its own expense defend, protect and hold harmless the City of Waycross, Georgia against the asserted claim or any loss or liability there under.

If the undersigned shall fail to so defend and/or indemnify and hold harmless, then in such circumstance, the City shall have full rights to defend, pay or settle said claim on their own behalf without notice to undersigned and with full rights to recourse against the undersigned for all fees, costs, expenses and payments made or agreed to be paid to discharge said claim.

Upon default, the undersigned further agree(s) to pay all reasonable attorney fees necessary to enforce this agreement.

This agreement shall be unlimited as to amount or duration.

This agreement shall be binding upon and inure to the benefit of the parties, their successors, assigns, and/or personal representatives.

This \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_ .

\_\_\_\_\_  
**Signature of Lessee**

\_\_\_\_\_  
**Witness**



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C.C. McCRAY CITY AUDITORIUM LESSEE CHECKLIST

- **All trash has been taken to the dumpster outside:**
  - Restrooms (Men's & Women's)
  - Concession Stand
  - Kitchen
  - Main Auditorium
  - Dressing Rooms (including restrooms)
- **All lights & Equipment are turned off:**
  - Main Lights (hallway emergency lights remain on)
  - Projector (Screen up & Projector Off)
  - Stage Floor Lights
  - Mic & Sound Off
  - All TVs Off
  - Floor Lights
- **Air conditioner set to 78° or heater set to 65°:**
  - Stage (1)
  - Auditorium (2)
  - Hall (2)
- **Bathrooms are cleaned:**
  - Sinks cleaned \_\_ Men's \_\_ Women's \_\_ Dressing Room 1 \_\_ Dressing Room 2
  - Toilets cleaned \_\_ Men's \_\_ Women's \_\_ Dressing Room 1 \_\_ Dressing Room 2
  - Floors mopped \_\_ Men's \_\_ Women's \_\_ Dressing Room 1 \_\_ Dressing Room 2
- **Floor is clear of food and/or trash:**
  - Chairs placed on tables
  - Dust Mop Main & Stage Floor
  - Spot Mop Main Floor with damp mop
  - Vacuum hall
  - Vacuum Dressing Rooms
- **Kitchen:**
  - All food is removed from refrigerator
  - Sinks Clean
  - Floor Mopped
  - Serving Tables cleaned
- **Concession Stand:**
  - All food removed from refrigerator
  - Sinks cleaned
  - Floor mopped
- **All Internal Doors/Windows closed:**
- **All Parking area is clean and orderly.**
- **All exterior Doors Locked.**

I have read and agree to abide by the renter checklist. I do understand that failing to abide by the renter checklist could result in me losing partial or full security deposit.

\_\_\_\_\_  
Signature of Lessee

\_\_\_\_\_  
Date