

**Name:**  
**Event Date:**



**The Mill at Crown Gardens Rental Agreement**

This Rental Agreement ("Agreement") is made this \_\_\_ Day of \_\_\_\_\_, 2021 by and between **The Creative Arts Guild, Inc.** ("CAG") on behalf of The Mill at Crown Gardens ("The Mill") and \_\_\_\_\_ (the "Lessee"). CAG and Lessee may be referred to collectively as the "Parties." The Parties agree as follows:

**1. Rented Space and Rates.**

This Agreement governs rentals of spaces at 851 & 855 Chattanooga Ave, Dalton, GA 30720. The Mill building has two separate spaces available for rent: (1) The Weaving Room; (2) Cotton Room and (3) Weaving Room + Cotton Room.

a. Base Rental Rate.

Rental Space	Monday-Thursday	Friday/Sunday January-February, November-December	Friday/Sunday March-October	Saturday January-February, November-December	Saturday March-October	Photo-Shoot/nonevent rental
Weaving Room	\$1400	\$1500	\$1800	\$1800	\$2000	\$150/hr, \$1200/day

Rental Space	Sunday-Thursday	Friday-Saturday
Cotton Room	\$150/hr (2hr min), \$800/day	\$175/hr ( 3hr min), \$1200/day

Rental Space	Sunday-Thursday	Friday-Saturday
Weaving Room + Cotton Room	20% discount if both spaces are rented	

\*Non-Profit Rental of space (fundraising events excluded) is offered at a 20% discount

\*\*Tenants of The Mill will be offered a 20% discount of rental rate up to 2 times per year.



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understanding, Lessee agrees to pay \$200/hr for any use of the Rented Space outside of the agreed Rental Term.

**Lessee Initials** \_\_\_\_\_.

**3. Security Deposit.**

At the time of reservation, Lessee must provide CAG with a check for \$\_\_\_\_\_ as a security deposit, which is equal to fifty percent (50%) of the Total Rental Rate. Security Deposits will not be returned if information provided by Lessee is inaccurate, the Rented Space is damaged, if items are missing, if the event goes over the agreed upon Rental Term as described in Paragraph 2, if the Lessee violates the cancellation policy described in Paragraph 10, if Lessee uses Spaces not reserved, if the Lessee misrepresents the number of attendees, or if the Lessee fails to comply with this Agreement. A description of existing damage is attached as **Exhibit A** based on a preevent walkthrough of the Rented Space by the Parties. Damages beyond the scope of the Security Deposit are the responsibility of the Lessee. Lessee's credit card information will be kept on file in the event that the Security Deposit does not satisfy the cost of repairing damage caused by Lessee. A credit card authorization form is attached as **Exhibit B**.

**4. Non-Discrimination.**

CAG is an inclusive, artistic, and understanding environment. CAG does not tolerate the discrimination of individuals or groups including, but not limited to, discrimination based on age, disability, gender (including gender identity), race, color, religion, national origin, pregnancy, or sexual orientation. CAG does not discriminate in the rental of its space, and expects its tenants to demonstrate the same understanding and respect. Discriminatory conduct by Lessee, or its attendees or guests, towards other CAG groups, partners, tenants, customers or guests using spaces not rented by Lessee will result in an immediate termination of the rental, forfeiture of the security deposit, and forfeiture of all rental payments. Nothing in this paragraph is intended to limit CAG's rights under applicable Georgia and Federal Law.

**5. Indemnification.**

CAG and The Mill shall not be liable and tenant hereby waives all claims against CAG and Crown Mill for any damage to any property or any injury to any person in or about the Rented Space or from any cause whatsoever, except to the extent caused by or arising from the gross negligence or willful misconduct of CAG or its agents, employees or contractors. Lessee shall protect, indemnify and hold CAG, its partners, officers, agents, successors, assigns and employees harmless from and against any and all loss, claims, liability or costs (including court costs and attorney's fees) incurred by reason of (a) any damage to any property or any injury to any person occurring in, on or about the Rented Space to the extent that such injury or damage shall be caused by or arise from any actual or alleged act, neglect, fault, or omission by or of Lessee, its agents, servants, employees, invitees, or visitors to meet any standards imposed by any duty with respect to the injury or damage; (b) the conduct or management of any work or thing whatsoever done by the Lessee in or about the Rented Space or from transactions of the Lessee concerning the Rented Space; (c) Lessee's failure to comply with any and all governmental laws, ordinances and regulations applicable to the condition or use of the Rented Space or its occupancy; or (d)

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any breach or default on the part of Lessee in the performance of any covenant or agreement on the part of the Lessee to be performed pursuant to this Agreement. The provisions of this Paragraph 5 shall survive the termination of this Agreement with respect to any claims or liability accruing prior to such termination.

The Rented Space, and all attendant The Mill property, is accepted "as is" and all activity at The Mill will be undertaken at the Lessee's sole risk and responsibility.

**6. Rules and Regulations.**

Lessee, Lessee's agents, guests, attendees, employees, invitees, and visitors shall observe and comply with the rules and regulations attached as **Exhibit C** and made part of this Agreement, and with such further reasonable rules and regulations as CAG and The Mill may prescribe, on written notice to Lessee, for the safety, care and cleanliness of the Rented Space. Such rules and regulations shall not amend or modify the terms and conditions of this Agreement and in the event the rules and regulations conflict with the provisions of this Agreement, the provisions of this Agreement shall control. **Failure to comply with the Rules and Regulations in Exhibit B, or any other provision in this Agreement, will result in the Lessee forfeiting the security deposit and a loss of The Mill use privileges.**

**7. Permits.**

Lessee is responsible for obtaining any and all applicable permits. This may include, but is not limited to, permits for food preparation, sales, sound, or alcohol.

**8. Contact Person.**

Lessee designates the following individual as the contact person who will be responsible for signing this Agreement and who will be the direct contact to CAG for all communications. The Contact Person agrees to be present at the event.

<b>Name</b>	
<b>Address</b>	
<b>Cell Phone</b>	
<b>Email</b>	

**9. Notice**

All notices, demands, and requests which may be given or which are required to be given by either party to the other shall be in writing and may be: hand delivered; sent by United States certified mail, postage prepaid and return receipt requested; sent by a nationally recognized overnight delivery service such as Federal Express Corporation, Emery, or United Parcel Service; or by facsimile. All notices, demands, and requests shall be deemed effective either: (A) upon delivery if hand delivered as evidenced by written receipt therefore, whether or not actually

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received by the person to whom addressed) upon deposit in the United States mail if by certified mail, return receipt requested, addressed to the intended recipient at the address indicated herein; (C) on the day deposited into the custody of a nationally recognized overnight delivery service such as Federal Express Corporation, Emery or United Parcel Service, for overnight next day delivery, addressed to such party at the address indicated herein; or (D) upon confirmed transmission, if delivered by email to the Contact Person's email address. Unless changed in accordance with the preceding sentence, the addresses for notices given pursuant to this Agreement shall be as follows: If to CAG, to: 520 W Waugh Street, Dalton, GA; and if to Lessee, then to the address provided by the Contact Person in Paragraph 8.

## **10. Cancellation Policy**

If CAG is notified at least 60 days prior to the beginning of the Rental Term, Lessee may cancel the rental without penalty and CAG will return the Security Deposit in full. Lessee agrees that if cancellation is made on or after 59 days prior to event date at 5pm, CAG will return 90% of Lessee's deposit. Lessee agrees that if cancellation is made on or after 30 days prior to the event, Lessee forfeits their deposit to CAG.

## **11. Miscellaneous Provisions.**

a. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

b. Severability. Unless otherwise provided herein, if any provision of this Agreement shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired thereby.

c. Modification. No modification of this Agreement shall be effective unless in writing and signed by the party against whom it is sought to be enforced.

d. Entire Agreement and Successors-in-Interest. This Agreement contains the entire agreement between, and embodies and expresses the entire intent of, CAG and Lessee with regard to the matters set forth herein. There are no representations or warranties between the Parties other than as contained herein. This Agreement supersedes, merges, and replaces all prior or contemporaneous understandings, negotiations, offers, promises, representations, and agreements between and among CAG and Lessee to the extent such prior or contemporaneous understandings, negotiations, offers, promises, representations, or agreements are inconsistent herewith. EXTRINSIC EVIDENCE SHALL NOT BE ADMISSIBLE IN ANY PROCEEDINGS TO VARY OR CONTRADICT THE TERMS OF THIS AGREEMENT.

e. Headings. The headings of the various sections and paragraphs contained herein are for convenience and reference only and shall not affect the meaning or construction of any of the provisions of this Agreement.

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f. Enforcement. Each Party has the right to bring an action to enforce any of the terms or provisions of this Agreement. The Parties agree that the Court shall enter an award of reasonable attorneys' fees and costs to the prevailing Party in any action to enforce the terms of this Agreement.

**[Signature page follows]**

**I have read and agree to the foregoing Rental Agreement. By signing this Rental Agreement, I represent and warrant to CAG that I have read and understood the terms of this Rental Agreement and have had an opportunity to have this Rental Agreement reviewed by an attorney of my choice. I have received a signed copy of this Rental Agreement.**

In recognition of the agreements and covenants above, the Parties sign below:

**LESSOR:**

**LESSEE:**

\_\_\_\_\_  
Creative Arts Guild, Inc.

\_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

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**EXHIBIT A - Pre-existing Damage**

The Parties have jointly inspected the Rented Space and agree that the following damage pre-existed Lessee's rental:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_

**LESSOR:**

**LESSEE:**

\_\_\_\_\_  
Creative Arts Guild, Inc.

\_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_ Dated: \_\_\_\_\_

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**Exhibit B - Credit Card Authorization**

Sign and complete this form to authorize The Creative Arts Guild, Inc. to make debits to your credit card consistent with the terms of the Rental Agreement.

By signing this form, you guarantee the payments agreed upon in the Rental Agreement including, without limitation, the full amount of (1) Total Rental Price; (2) Security Deposit; and (3) damage to CAG or The Mill property above the amount of the Security Deposit. In the event that Lessee fails to make payments consistent with the Rental Agreement, you authorize us to debit your credit in the full amount of the unpaid balance.

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**Please complete the information below:**

I \_\_\_\_\_ authorize the Creative Arts Guild, Inc. to charge my credit card indicated below for any outstanding balance upon completion of the Rental Term as a guarantee for the (1) Total Rental Price; (2) Security Deposit; and (3) damage to CAG or The Mill property above the amount of the Security Deposit.

Billing Address: \_\_\_\_\_ Phone: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_ Email: \_\_\_\_\_

- Visa
- American Express
- MasterCard
- Discover

Cardholder Name: \_\_\_\_\_ Account Number: \_\_\_\_\_

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

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

I understand that this authorization will remain in effect until I cancel it in writing, and I agree to notify the Creative Arts Guild in writing of any changes in my account information or termination of this authorization at least 7 days before the Rental Term. I certify that I am an authorized user of this credit card and will not dispute these transactions with my credit card company; so long as the transactions correspond to the terms indicated in this authorization form and the Rental Agreement.

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### **Exhibit C - Rules and Regulations**

**Lessee's Initials:** \_\_\_\_\_ **Date:** \_\_\_\_\_

1. It is the responsibility of the renter to inform the CAG of any unusual circumstances and full details of the event prior to the signing of the agreement. Failure to do so may result in cancellation of the rental.
2. All events must end by 11:00 pm, excluding clean-up time. All events must be cleaned up and all parties must be out of the building by midnight.
3. Lessee must be 18 years old.
4. Events for children (i.e. birthday parties, graduation parties, etc.) must have chaperones present during the entire event. There must be, at a minimum, one chaperone per 25 minors.
5. Please be respectful of other events, programs, visitors, and participants.
6. Please be respectful of The Mill's buildings, furnishings, and equipment. Lessee shall notify a CAG representative immediately regarding any damage to The Mill's property.
7. The Contact Person named in this Agreement is responsible for the conduct of all participants at their event, and must monitor unauthorized persons who come during their use.
8. Inappropriate behavior is not permitted at the CAG. Inappropriate behavior is any action or speech that is disrespectful or harmful to the community. Included are: gambling, consumption or possession of illegal drugs, sexual harassment, assault.
9. Smoking Policy. Smoking is not allowed inside The Mill's buildings or within 100 feet of The Mill's buildings.
10. Illegal use of drugs is not allowed at The Mill.
11. Leave rooms as you found them. Remove decorations, throw out trash, recycle recyclable items, wipe whiteboards, do not leave traces of food.
12. Please do not use tacks, push pins or nails on the walls. If you wish to tape items to walls, please use painters' tape (often blue) to avoid damaging paint.
13. Use only the rooms that you have reserved.

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14. Alcohol Policy. Alcohol is permitted at The Mill subject to prudent use and compliance with all applicable laws. Lessee must supervise guests and attendees to ensure that no underage drinking occurs, should prevent continuation of alcohol service to visibly intoxicated individuals, and should - to the extent possible - prevent use of motorized vehicles, or other equipment, by guests who are under the influence of alcohol. No alcohol is permitted to be sold on the premises.
  
15. Music on The Mill Property. An "amplification permit" must be obtained by the renter from the Dalton police department if outdoor amplification will be used. The renter is responsible for abiding by the terms of the Amplification code. Music should be amplified at a reasonable volume, but in no event should it disturb neighbors. Lessee acknowledges that The Mill has a residential complex adjacent, and agrees to respect our neighbors. Security Deposit will be forfeited if the following occurs: (a) the Dalton Police Department or Whitfield County Sheriff's office is called to The Mill property because of noise complaints & proved warranted; or (b) Lessee fails to promptly comply with a CAG representative's request to reduce the volume.
  
16. CAG is not responsible for any equipment, supplies, materials, or other items owned by Lessee. The Mill nor CAG will not store any items. Items left over 14 days after Rental Term will become the property of CAG.