



## **Finance Committee Meeting**

### **AGENDA**

**May 2, 2017**

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#### **I. CALL TO ORDER**

#### **II. MATTERS BEFORE COMMITTEE**

1. [Community Center Amended Lease Agreement and Fee Schedule](#)

#### **III. ADJOURN**



## Finance Committee Meeting

### AGENDA

May 2, 2017

**Item:**

Community Center Amended Lease Agreement and Fee Schedule

**Department:**

**Additional Information:**

**Financial Impact:**

**Budgeted Item:**

**Recommendation / Request:**

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download

 [Amended Lease and Fee Schedule](#)



**To:** Public Works Committee  
**From:** Finance Department  
**Department:** Community Center  
**Date:** 4/24/17  
**Description:** Amended Community Center Lease Agreement and Fee Schedule.

**Budget Account/Project Name:** N/A

**Funding Source:** N/A

**Budget Allocation:** N/A

**Budget Available:** N/A

**Requested Expense:** N/A **Company of Purchase:** N/A

***Recommendation:***

Staff recommends the APPROVAL of the amended Community Center Lease Agreement and Fee Schedule.

***Background:***

It is the practice of the City of Monroe to continually examine and adjust agreements that improve operations.

Approval is being sought for the acceptance of the amended Community Center Lease Agreement and Fee Schedule. The proposed lease agreement corrects issues for accounting, increases specific area fees to cover additional costs, and adjusts wording and structure to better clarify conditions in the lease agreement.

The requested changes are as follows:

- Requirement of separate checks for the lease deposit and damage deposit to correct accounting issues.
- Increase of fees for the Small Public Use Room, Large Public Use Room, and 2<sup>nd</sup> Floor Auditorium as an update to costs incurred for the continual maintenance of the building and lease areas by staff.
- Clarity of wording and structure to better express requirements of the lease agreement.
- At the April meeting, there was a request to amend the ending hours to 1:00 a.m. Pending Council Discussion.

Community Center fees have not been changed since rentals began in 2003.

***Attachment(s):***

Community Center Lease Agreement and Fee Schedule (proposed) – 2 pages

Community Center Fee Schedule and Lease Agreement (existing) – 2 pages

**CITY OF MONROE**  
Community Center  
Lease Agreement and Fee Schedule

Lessee: \_\_\_\_\_

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

Type of Event: \_\_\_\_\_ Event Date: \_\_\_\_\_

Will there be a catered meal? ☐ Yes ☐ No

If so, please provide the following information:

Caterer: \_\_\_\_\_ Phone: \_\_\_\_\_

The Community Center lease is for a period of \_\_\_\_\_ hours beginning:

\_\_\_\_\_ am/pm on \_\_\_\_\_ (date) and ends \_\_\_\_\_ am/pm on \_\_\_\_\_ (date).

CHECK	LEASED AREA	FEE	LEASE DEPOSIT	TOTAL PAID	BALANCE DUE
<input type="checkbox"/>	Small Public Use Room	\$100.00	\$50.00	_____	_____
<input type="checkbox"/>	Large Public Use Room	\$200.00	\$100.00	_____	_____
<input type="checkbox"/>	2 <sup>nd</sup> Floor Auditorium	\$250.00	\$125.00	_____	_____
<input type="checkbox"/>	Entire Building	\$500.00	\$250.00	_____	_____

NOTE: A \$250.00 damage/cleanup deposit is required upon the execution of this lease agreement. The damage/cleanup deposit is refundable if the final inspection checklist is signed prior to departure by the Lessee and City Representative.

If payment is by check or money order, separate payment is required for the lease deposit and damage deposit. **One (1) check or money order as a combined payment for both will not be accepted.** Lessee agrees to pay the City of Monroe any costs incurred for the use of additional equipment and space not specified in the Lease Agreement. Lessee agrees to pay a lease deposit and damage/cleanup deposit upon the execution of this agreement. The balance due is required no later than two (2) weeks prior to the event date. Non-payment of full amount of rental cost by due date results in cancellation of reservation and forfeiture of received lease payments and/or lease deposits. Lease deposits and fees are nonrefundable upon cancellation of this agreement by the Lessee. All deposits and advance fees will be refunded if the City calls for cancellation of the agreement. The City reserves the right to cancel all agreements it deems necessary. Lessee agrees to leave the facility clean and orderly. All decorations must be removed from the building. Furniture and equipment at the Community Center must be left undamaged. Lessee agrees to abide by all of the conditions attached to this contract and to all laws, rules, or regulations of the City and state. Events must be concluded by no later than 11:00 pm on any day.

City of Monroe: \_\_\_\_\_ Date: \_\_\_\_\_

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

## CITY OF MONROE COMMUNITY CENTER

### CONDITIONS

1. **ALCOHOLIC BEVERAGES:** Alcoholic beverages will not be allowed on the premises. No one under the influence of alcohol will be allowed on the premises.
2. **RELEASE OF LIABILITY:** In consideration of the use of the premises, the User hereby releases and holds harmless the City of Monroe, their officials, officers, board members, employees, or representatives from any liability or responsibility for any damages to the person or property of User, User's guests, invitees, or other persons, arising out of or in any way connected with User's use of the premises. User agrees to indemnify the City of Monroe for any costs or damages to any persons or any person's property arising out of or connected in any way with User's use of the premises and further agrees to pay all costs of defense. Including attorney's fees and court costs, incurred by the City of Monroe or their officials, officers, board members, employees or representatives.
3. **TERMINATED EVENTS:** At any time the event custodian or officer sees an event becoming disorderly or any contract rules have been broken, the event will be terminated and all guests will be asked to leave. No refunds will be granted for terminated events.
4. **USE OF EQUIPMENT:** User shall be allowed to use the equipment, tables and chairs located on the premises, but the equipment, tables, and chairs shall not be removed from the premises. The User must provide all stereo and sound equipment if having a DJ, live music, or a band. There is no public phone available for phone calls of any kind, conference or otherwise. The City of Monroe will provide a podium, TV, DVD and VCR. The city does **NOT** provide table linens, napkins, serving utensils, cookware or tableware.
5. **HOURS OF OPERATION:** All events shall end by 11:00 p.m. and the building shall be empty of all persons by 12:00 a.m. No event shall start earlier than 6:00 a.m. The City of Monroe reserves the right to limit the number of hours beyond the maximum number of eight consecutive hours per event. There are no hourly rentals of the community center. If an event runs over their specified time limit, all persons pertaining to that event will be asked to leave.
6. **DECORATIONS:** User shall not use any wall decorations. Only table and floor decorations are permitted. **The use of confetti and glitter of any type is prohibited inside the building.** Birdseed and bubbles are permitted outside the building.
7. **DAMAGED PREMISES:** User agrees to pay the full cost of any repairs deemed necessary in the sole discretion of the City of Monroe for any damages caused by the User or its guests or invitees or by any other person in connection with the event. User accepts the premises in their current condition, as is, and agrees that they are fully suited for the purpose of the event.
8. **GENERAL CONDITIONS:** the premises shall not be used in violation of any regulation or law of any governmental body nor in any manner to create any nuisance or trespass, or in such a manner as to endanger the construction capabilities of the premises. The User, its guests and invitees shall use the parking area adjacent to the premises. The premises shall not be used in any manner to hinder or obstruct the activities or other occupants of the Community Center.
9. **AVAILABILITY OF FACILITIES:** The User understands that if the entire facility (all rooms) is not leased by the User, the remaining rooms may be rented by other parties during the same time period. The City of Monroe reserves the right to require the rental of the entire facility for large functions such as wedding receptions and on weekends. **Use is limited to twelve (12) times per calendar year to any one group, organization or individual.**
10. **NO SMOKING:** No smoking or use of tobacco products is allowed in the premises.
11. **GRATUITIES:** The City of Monroe does not allow tipping, gratuities, or any type of contracts made with the event custodian or officers. All arrangements and payments are to be made at Monroe Public Works, 213 Cherry Hill Road, Monroe, GA. Phone 770-267-6933.
12. **PAYMENTS:** If the lessee does not complete payments at least two weeks prior to the event, the City of Monroe may cancel the event and send a refund for any money paid over the amount of the deposit. **The deposit will not be refunded under any circumstances.**

City of Monroe \_\_\_\_\_ Lessee \_\_\_\_\_

Date \_\_\_\_\_ Date \_\_\_\_\_ Item # 1 \_\_\_\_\_

**CITY OF MONROE**  
**P.O. Box 1249, Monroe, GA 30655**  
**770-267-6933**  
**Community Center**  
**Fee Schedule and Lease Agreement**

Lessee: \_\_\_\_\_ Date of event: \_\_\_\_\_

Address: \_\_\_\_\_

Phone #: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Type of Event: \_\_\_\_\_

Will there be a catered meal? ☐ Yes ☐ No

If so, Name and Telephone Number of Caterer: \_\_\_\_\_

The Community Center lease is for a period of \_\_\_\_\_ hours beginning:

\_\_\_\_\_ a.m. \_\_\_\_\_ p.m. on \_\_\_\_\_ (date) and ending:

\_\_\_\_\_ a.m. \_\_\_\_\_ p.m. on \_\_\_\_\_ (date)

**NOTE: EVENTS MUST CONCLUDE BY 11:00 P.M.**

CHECK	LEASED AREA	FEE	DEPOSIT (Hold)	TOTAL
_____	Small Public Use Room	\$ 50.00	\$ 25.00	_____
_____	Large Public Use Room	\$125.00	\$ 50.00	_____
_____	2 <sup>nd</sup> Floor Auditorium	\$200.00	\$100.00	_____
_____	Entire Building	\$500.00	\$250.00	_____

**NOTE: A \$250.00 DAMAGE/CLEANUP DEPOSIT IS REQUIRED. DAMAGE DEPOSIT IS REFUNDABLE IF THE FINAL WALK-THROUGH CHECKLIST IS SIGNED BEFORE DEPARTURE BY LESSEE AND CITY REPRESENTATIVE.**

Lessee agrees to pay the City of Monroe any costs incurred for use of additional equipment and space not specified in the Lease Agreement. Lessee agrees to pay a lease deposit of \$\_\_\_\_\_ and \$\_\_\_\_\_ damage deposit in advance upon execution of the agreement. The balance of \$\_\_\_\_\_ shall become due and payable on \_\_\_\_\_ (date). Deposits and advance fees are nonrefundable upon cancellation of this agreement by the Lessee. All deposits and advance fees will be refunded if the city calls for cancellation of the agreement. The city reserves the right to cancel all agreements it deems necessary. Lessee agrees to leave the facility clean and orderly. All trash and debris must be put in garbage bags and taken to the dumpster after the event. All decorations must be removed from the building. Furniture and equipment at the Community Center must be left undamaged. Lessee agrees to abide by all of the conditions attached to this contract and to all laws, rules or regulations of the city and state.

City of Monroe: \_\_\_\_\_

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

Lessee: \_\_\_\_\_

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

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City of Monroe \_\_\_\_\_ Lessee \_\_\_\_\_

Date \_\_\_\_\_ Date \_\_\_\_\_ Item # 1 \_\_\_\_\_