



## UPSON-LEE AGRICULTURE CENTER RENTAL CONTRACT

The Upson-Lee Agriculture Center is owned and operated by the Thomaston-Upson County School System for the primary purpose of preparing students for post-secondary, career, and community success within the field of agriculture. School system reservations of the U-L Agriculture Center will receive priority, with the ULHS and ULMS agriculture/FFA receiving first booking privileges each year. Once these events are booked, the calendar is opened to all Thomaston-Upson Schools for booking requests. Requests for rental by organizations and/or individuals outside of the Thomaston-Upson County School System are subject to space available and cannot be considered beyond the time for which school system dates have been set. The Superintendent may approve an exception to these rental procedures and allow booking for an event outside of the current school calendar. Requests for exceptions must be made in writing to the Superintendent of Schools.

**Important Note:** Rental of the facility by non-school organizations/individuals is dependent on the availability of a trained and authorized employee of the Thomaston-Upson School System to supervise the event. Employee availability will be verified prior to the acceptance of all non-school bookings. Utilization of the Upson-Lee Agriculture Center for a non-school function must be during non-instructional time unless approved by the T-U School Superintendent. When renting the Agriculture Center, it is to be closed and locked by 10 PM unless otherwise approved in advance by the Director of Operations.

The Upson-Lee Agriculture Center is closed for events on the following holidays: Easter, Memorial Day, Independence Week, Labor Day, Thanksgiving holidays and Winter holidays (including Christmas Eve, Christmas Day, New Year's Eve and New Year's Day). No events are scheduled during holidays and school closings. The center is closed for up to 4 weeks during the summer for routine maintenance and repair. Dates for summer maintenance are determined by the Thomaston-Upson Director of Maintenance & Operations.

All contacts, here forth known from this point on as Client(s), will be responsible for completing the Upson-Lee Agriculture Center Rental Contract. All contracts, changes to contracts, additions, and cancelations must be in writing and submitted to the Director of Operations for approval no later than five (5) calendar days prior to scheduled date.

Thomaston-Upson County Schools requires the Client to provide evidence of public liability insurance in the amount of \$1 Million. The policy must be valid for the time the Client will be occupying the Agriculture Center. As evidence of the required coverage, the Client shall submit a certificate of insurance to the Upson-Lee Agriculture Center, naming Thomaston-Upson County Schools, the Thomaston-Upson County Board of Education, its officers, employees and agents as additional insured, no later than 5 days prior to the scheduled event. The Client agrees to indemnify and hold harmless from, as well as defend Thomaston-Upson County

Schools, the Thomaston-Upson County Board of Education, its officers, their agents, their employees, and assigns against any and all claims for liability or judgment for any injury to or death of any person(s) or damage to property whatsoever caused by, created by, or in any way connected with the use of the Agriculture Center and surrounding facilities.

The Client herein shall be liable for all damages/losses caused through its own acts or the acts of any of its employees or agents or anyone visiting the building or grounds upon the invitation of the said Client, to the building or any portion thereof or to persons or personal property upon the premises.

For the safety of persons occupying the Agriculture Center and/or surrounding facilities, and the protection of the equipment, the Center Director on duty reserves the right to request the removal of any member of the Client's crew or any guest whose conduct or procedures are considered damaging to the equipment and facilities or hazardous to the safety of any person(s) occupying the space.

Thomaston-Upson County Schools requires the Client to agree to and abide by the following safety policies:

- Only approved staff may operate video projection system.
- The Client may not run wires or cables into the Agriculture Center at any time unless prior arrangements have been made with the Director.
- The Client may not alter or modify any equipment owned by the facility.

**The Client may not exceed the maximum capacity of the facility: 644 guests.**

Thomaston-Upson County Schools' Upson-Lee Agriculture Center requires the Client to agree to and abide by the following rental & use rules and policies. Please read and initial next to each Ag Center rule/policy indicating your knowledge of the rule/policy along with any/all fees and consequences for noncompliance. Upson-Lee Agriculture Center = ULAC

- \_\_\_\_ The Director of Operations will determine the level of security necessary after reviewing a contract. The Client will be notified if outside security is necessary at an event. This may be additional adult(s) designated by the Client for this purpose or may be paid security officer(s) at Client's expense.
- \_\_\_\_ It is the Client's responsibility to ensure that all individuals or groups have a designated supervisor, aged 21 or over, in the ULAC at all times. Individuals or groups will not be admitted into the facility without the presence of the Client-designated supervisor or prior to the agreed access time. There will be no unsupervised children or students in the ULAC. Disorderly conduct of any kind may result in the immediate cancelation of the rental contract and forfeiture of deposit. Following an event, the Client must remain at the ULAC with all children under the age of 18 until they have been picked up by a parent/guardian.
- \_\_\_\_ The Client must become familiar with emergency procedures and evacuation routes for the Ag Center.

- \_\_\_\_ All banners and signs need approval by the Director of Operations and may only be hung in designated areas and with non-marking, easy-release adhesives approved by the Director. All banners and decorations must be fire-resistant.
- \_\_\_\_ The Client must leave the facility in a clean & orderly fashion. All trash, including discarded food and food items must be removed from the center following each event. In the event the client does not comply, they will be charged for excess cleaning and/or repairs determined by the Director.
- \_\_\_\_ No screws, nails, staples, etc., are permitted.
- \_\_\_\_ No open flames (candles or lighted fire), fireworks, or pyrotechnics are allowed at any time.
- \_\_\_\_ NO GLITTER. If glitter is brought into ULAC, a cleaning fee will be charged to the client on the final invoice.
- \_\_\_\_ No bubbles or bubble machines without prior approval by the Director.
- \_\_\_\_ The Upson-Lee Agriculture Center requires a deposit equal to 50% of the estimated rental fee, payable upon the acceptance of your booking. All payments must be made in the form of a certified check or cashier's check made payable to Thomaston-Upson County Schools. (Requests to pay by company check may be made at the time of booking.) The remaining balance is due at least 7 days prior to your rental event. Failure to pay the remaining balance prior to the event will result in cancelation of the event and loss of the deposit.
- \_\_\_\_ Non-profit groups must provide written proof of non-profit status (a copy of the IRS Determination Letter or 501(c)(3) form) to qualify for non-profit rental rates. Proof of non-profit must be presented with the rental application. Non-profits may not rent on the behalf of anyone else.
- \_\_\_\_ NO SMOKING. NO VAPING. The Upson-Lee Agriculture Center and grounds are tobacco-free. E-cigarettes are also prohibited. The Client **must** ensure this policy is followed and must take action before, during, and after the rental to ensure all those in attendance adhere to this policy. The Client agrees to adhere to all Georgia State Laws as well as ULAC rules and policies forbidding the use and sales of tobacco and the consumption of any alcoholic beverages at any time.
- \_\_\_\_ NO ALCOHOL. Possession of alcoholic beverages on Thomaston-Upson School System property (school grounds and school facilities) is prohibited.
- \_\_\_\_ NO FIREARMS. The Upson-Lee Agriculture Center is a state PK-12 public school facility, and Georgia law prohibits individuals, including holders of ["weapons carry" licenses](#), from carrying a weapon into a school building. (Reference O.C.G.A. § 16-11-127.1)
- \_\_\_\_ Use of the kitchen/concession stand is available with all rentals. Clients must provide their own paper/plastic products and food items. Clients are responsible for all clean-up of kitchen/concession stand and removal of all trash and food items. If cleaning is insufficient and additional cleaning is required following an event, a cleaning fee will be charged and invoiced to the Client. **No food or drink may be stored at the ULAC.**
- \_\_\_\_ Abuse, destruction, and/or removal of property belonging to the Thomaston-Upson School System is prohibited, and Client will be liable for damages/loss.

- \_\_\_\_\_ Excluding plain bottled water, no food or drink is allowed on the arena floor/turf.
- \_\_\_\_\_ The Upson-Lee Agriculture Center is an extension of the Thomaston-Upson County Schools' campuses and thus is subject to the policies of the Thomason-County County Board of Education.

*Non-Discrimination Statement:*

No person or organization shall be excluded from rental or use of Thomaston-Upson facilities because of age, race, color, religion, disability, or national origin. Rental organizations may not discriminate against any person, group or organization or exclude them from the use of the facility or participation in rental activities. No rules or regulations may be promulgated by a renting organization.

*Cancellations or Closures Due to Public Health, Safety, or Weather:*

If the Thomaston-Upson School System is closed, all facilities are closed, regardless of whether or not there is a rental event scheduled at the ULAC. This decision is made by Thomaston-Upson School System administration and not by the Client. Every effort will be made to reschedule a canceled event. If a suitable date/time cannot be agreed upon for rescheduling the event, all rental fees paid to T-U Schools for the canceled event will be returned to the Client. The Thomaston-Upson School System is not responsible for refunding any other expenses incurred by the Client, such as ticket sales, equipment rentals, etc. The district reserves the right to refuse or limit rentals during a time of public health/safety concern.

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*Failure to adhere to the safety, rental, and production rules and policies detailed in the Upson-Lee Agriculture Center Policy & Agreement may result in additional charges to Clients. The Upson-Lee Agriculture Center reserves the right to amend these rules and/or supplement them at any time, at its sole discretion. Such new or revised rules and regulations shall be effective and binding upon Clients immediately after Clients have been given notice of such changes, verbally or in writing, and by any means of communication.*

*In accordance with the Thomaston-Upson County School System and the Upson-Lee Agriculture Center rules and regulations, and on behalf of the Client, we hereby accept the terms as written in this agreement. We furthermore agree to the required deposit equal to 50% of the estimated rental fee to validate this reservation.*

*Thomaston-Upson County Schools reserves the right to cancel any event due to the Client's breach of contract, in which case the Client would forfeit the non-refundable deposit. Additionally, the Client may at any time cancel a contract and forfeit their non-refundable deposit.*

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
(Client)

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
(TU Director of Operations)