**License for Use of Grove Street Station**

This agreement, made this \_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_, between Summer Historic Acquisitions, LLLP (hereafter, “the Licensor”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (hereafter, “the Licensee”); for the following event and date:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(event)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(date)

**PURPOSE OF AGREEMENT:** This use agreement establishes a **revocable license** between Summer Historic Acquisitions, LLLP, as the Licensor, and the above-named Licensee.

**SCOPE OF USE:** The use fee allows use of the premises from **9:00 a.m.** on the date of the event until **8:00 a.m.** the following day, for a period of 23 hours. Upon request, the hours for use of the facility may be adjusted. A key to the facility may be obtained one day before the event, or on Friday by 4:00 p.m. for weekend uses.

**SECURITY DEPOSIT:** A security deposit of $750.00 must be made at the time of booking to hold the event date. Once the deposit has been paid to secure the date of the event, the event date **CANNOT** be changed. Cancellation of the event will result in a forfeiture of the entire $750.00 deposit. The deposit is only for the date originally reserved. We will not transfer the deposit to a new date.

**WEEKDAY USE (IF APPLICABLE):** For uses on Monday, Tuesday, Wednesday, or Thursday, the Licensee must return the keys to the facility by **4:00 p.m.** **the day following the date of the event**, unless other arrangements have been made with the Licensor. For uses on the weekend on Friday, Saturday, or Sunday, the Licensee must return the keys to the facility by **4:00 p.m. on the Monday** **following the date of the event**, unless other arrangements have been made with the Licensor. Failure to return the keys will result in a **$50.00 late fee, per day**.

**USE FEE:** A use fee of **$1,250.00** must be paid in advance of the date of the event. If the Licensee wants to pay the use fee by check, the check must be paid 21 days in advance of the date of the event. Failure to pay the use fee will result in cancellation of the event and forfeiture of the entire security deposit.Therefore, before the date of the event, a total of **$2,000.00** must be paid, which includes the security deposit plus the use fee.

**FORFEITURE OF SECURITY DEPOSIT FOR SMOKING:** **There is NO smoking allowed whatsoever in the facility**. Evidence of smoking (i.e. cigarette butts, ashes, and/or smell of smoke) in the facility will result in an automatic forfeiture of the **ENTIRE** security deposit. The Licensor reserves the right to prohibit future uses of the facility by the Licensee for this infraction, or any organization affiliated with the Licensee.

**BUILDING OCCUPANCY LIMIT:** The building occupancy is no more than **287 persons**.

**NO ILLEGAL ACTIVITY ALLOWED/LICENSEE ASSUMES RISK:** **The Licensee agrees not to use the facility for any illegal activity and assumes the risk of all injury to persons or property.** **The Licensor reserves the right to enter the facility during or before Licensee’s event to ensure compliance with all contractual provisions. If there is any violation/breach of the contractual provisions in this contract, the Licensor has the right to terminate the event.**

**NO SALE OF ALCOHOL PERMITTED:** **The Licensee agrees and understands that under no circumstances may alcohol be *sold* at the facility without a pouring license. This includes cover charges, which include alcoholic beverages, or selling tickets for alcoholic beverages. The Licensee must read, acknowledge, and sign the “Declaration of Intention to Not Sell Alcohol or Collect Funds” page of this contract in addition to this provision.**

**NO USE OF PYROTECHNICS ALLOWED:** The Licensee agrees to use any pyrotechnics, fireworks, or any other devices or instruments that use flammable liquids or materials on the premises of the facility.

**LICENSEE COORDINATES WITH THIRD PARTY VENDORS:** The Licensee agrees to coordinate business dealings with outside vendors (including, but not limited to, Lanier Tent Rental, catering options, etc.). Licensee hereby affirms that the Licensor will not incur any liability for any damages with outside vendors. Licensor reserves the right to disallow Licensee’s third party vendors within its discretion for any reason whatsoever.

**NO ENTRY INTO UTILITY CLOSET OR BACK STORAGE AREA:** The Licensee agrees to not enter the utility closet next to the bathroom on the lower level of the facility, or the back storage area to the left of the stage. Entering or damaging the utility closet or the back storage area will result in a complete forfeiture of the security deposit.

**TIME FRAME FOR SECURITY DEPOSIT INSPECTION:** The Licensee agrees to allow Licensor 7 days after conclusion of Licensee’s event to inspect the facility for violations of the later-mentioned “Deposit Refund Regulations.”

**LIMITED TIME FRAME FOR RETURN OF SECURITY DEPOSIT:** The Licensee agrees to pick up security deposit (if eligible for security deposit refund) within 30 days after the Licensor completes the “Security Deposit Inspection” in the above-mentioned provision. **Failure to timely pick up security deposit in accordance with this provision will result in a full forfeiture of Licensee’s security deposit.**

**NO BUSINESS ACTIVITIES ALLOWED:** The Licensee agrees to use the facility ***only*** for private, recreational purposes. The Licensee agrees to **NOT** receive money for entrance to their event, or receive money during the event. The Licensee agrees to **NOT** sell tickets for their event. The Licensee agrees to **NOT** conduct any business activities on the premises. “Business activities” include, but are not limited to, selling tickets for a concert, selling tickets to a birthday party, selling alcohol, having a cover charge to enter the facility for their event, etc.

**NO UNLAWFUL DUMPING ALLOWED:** The Licensee agrees to legally remove all trash from the facility. Failure to remove any trash from the facility will result in an automatic forfeiture of the security deposit. Unlawful dumping is a misdemeanor in Georgia (see O.C.G.A. § 16-7-53). The Licensee agrees to not unlawfully dump any waste in a private dumpster, unless given explicit permission by the owner. Specifically, the Licensee agrees to not unlawfully dump any trash in the dumpster owned by Ideal Amusements across the street from 610 Grove Street, Gainesville, GA, 30501.

**FEDERAL, STATE, AND LOCAL REGULATIONS REGARDING COVID-19 PANDEMIC:** Licensee agrees that the event will comport with city and state regulations surrounding the Covid-19 pandemic in accordance with the emergency provisions promulgated by the Governor’s Office for the State of Georgia. Licensee further understands that if the above protocol is not followed, the event may be discontinued by State of Georgia or local officials, possibly while the event is in progress. Licensee agrees to hold harmless Summer Historic Acquisitions, LLLP for any loss of fees for rental incurred as a result of the failure to follow said protocol.

**MERGER CLAUSE:** This “License for Use of Grove Street Station” constitutes the entire agreement, constituting **5 pages**, and understanding of the Licensor and the Licensee relating to the transaction contemplated by the grant of this use agreement and supersedes any agreement or understanding between them relating to it. Licensee hereby asserts he or she has initialed every page of the use agreement.

*Please sign below*

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Signature) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The Licensor Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Signature) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The Licensee

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Licensee Phone and Mailing Address

|  |
| --- |
| For Office Use Only:  Deposit paid via: ☐ Cash ☐ Check ☐ Money Order Use Fee paid via: ☐ Cash ☐ Check ☐ Money Order  Deposit paid on: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Use Fee paid on: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

Declaration of Intention to Not Sell Alcohol or Collect Funds

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, **will not sell alcohol** at Grove Street Station during my event.

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, **will not collect cover charges** for entrance to my event, which includes selling tickets.

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, **will not collect funds** for my event at Grove Street Station, whatsoever.

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, **will not conduct business activities** during my event at Grove Street Station, whatsoever.

*Please sign below*

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Print Name) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Licensor

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Signature) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Licensee \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone and Mailing Address

Deposit Refund Regulations

In order to receive a full refund of the $750.00 security deposit, licensee must meet the following criteria:

Initial \_\_\_\_\_ 1. Licensee agrees to take **all** garbage and personal property out of the facility (we do not provide a dumpster).

Initial \_\_\_\_\_ 2. Licensee agrees to not engage in smoking inside the facility, this includes smoking near the balconies.

Initial \_\_\_\_\_ 3. Licensee agrees to leave all equipment belonging to Grove Street Station (chairs, tables, mops, ladder, etc.) at the facility.

Initial \_\_\_\_\_ 4. Licensee agrees to not damage structural features in the facility including doors, lights, and fixtures.

Initial \_\_\_\_\_ 5. Licensee agrees to remove all decorations, including tape adhered to walls.

Initial \_\_\_\_\_ 6. Licensee agrees to turn off all heating and air systems.

Initial \_\_\_\_\_ 7. Licensee agrees to leave the facility in the same condition that it was received; no alterations are permitted.

Initial \_\_\_\_\_ 8. Licensee agrees to return the keys to the facility the day after the event or by Monday at 4:00 p.m. for weekend uses.

Initial \_\_\_\_\_ 9. Licensee agrees to not hang anything from the rafters, fans, air-conditioning units, lights, gas lines, or any object already hanging from the ceiling.

Initial \_\_\_\_\_ 10. Licensee agrees to refrain from entering or damaging the utility closet (the closet adjacent to the downstairs bathroom), or the back storage area (room to the left of the stage).

Initial \_\_\_\_\_ 11. Licensee agrees to coordinate and manage any returns to outside vendors retained for Licensee’s event within the allotted reservation date. This includes, but is not limited to, returning tables and chairs to provider, retuning items to catering options, etc.

Initial \_\_\_\_\_ 12. Licensee agrees not to flush anything down the toilet that would clog our cause damage to the facility’s internal piping, which includes flushable wipes and feminine products.

If these conditions are met, the $750.00 security deposit will be returned within one week.

*Please sign below*

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Licensor (Signature) Licensee (Signature)