

Oxbow Meadows
Environmental Learning Center
 3535 South Lumpkin Rd. Columbus, GA 31903
 Phone: 706 507-8550 Fax: 706 507 8549
Facility Lease Agreement

Reservations are not considered confirmed until a signed contract and deposit is received

| | | | |
|------------------------|--|----------------|--|
| Event Name: | | | |
| Contact Person: | | Phone : | |
| Address: | | Cell: | |
| | | | |
| Email: | | | |

Facility Details and charges:

| Rental Date | Start Time (set up) | End Time (clean up) | Room | Fee |
|-------------|---------------------|---------------------|--------------------------------|-------|
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| Items | Program | Qty | Rate | Total |
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| | | | **Estimated Grand Total | |

**End time is the time that the last person leaves the building.
 **Total is an estimate and may change if additional services are required*

PAYMENT CONDITIONS:

- Reservations will be finalized once Oxbow Meadows Environmental Learning Center receives the signed contract and payment in full for estimated charges. We must receive the amount of \$_____ by close of business on _____ in order to hold the event date. Please make any checks payable to Oxbow Meadows ELC.

Upon the signing of this letter of agreement, a 25% non-refundable deposit is due and is to be sent to the address listed below.

Oxbow Meadows Environmental Learning Center Rental Rates

| Room | Capacity | Sq.ft. | Weekday Hourly rates | | Weekday all day | Weekend Hourly Rates | | Weekend all day |
|-----------------------------|----------------------------|--------------------------|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|
| | | | 8am-4pm | 4pm-10pm | 8am-4pm | 9am-5pm | 5pm-11pm | 9am-5pm |
| Exhibit Lobby Only | Seated 40 Standing 150 | 908 | \$300 first 2 hrs | \$400 first 2 hrs | \$800 | \$400 first 2 hrs | \$450 first 2 hrs | \$1,100 |
| | | | \$150 additional hr | \$175 additional hr | | \$175 additional hr | \$200 additional hr | |
| White Oak Room | Seated 36 Standing 50 | 783 | \$200 first 2 hrs | \$250 first 2 hrs | \$500 | \$250 first 2 hrs | \$300 first 2 hrs | \$650 |
| | | | \$75 additional hr | \$100 additional hr | | \$100 additional hr | \$125 additional hr | |
| Auditorium | Seated 86 Standing 121 | Stage: 374 Seats: 188 | \$300 first 2 hrs | \$400 first 2 hrs | \$800 | \$400 first 2 hrs | \$450 first 2 hrs | \$1,100 |
| | | | \$125 additional hr | \$175 additional hr | | \$175 additional hr | \$200 additional hr | |
| Sycamore Rm | Seated 24 Standing 35 | 480 | \$150 first 2 hours | \$200 first 2 hrs | \$350 | \$200 first 2 hrs | \$250 first 2 hrs | \$500 |
| | | | \$50 additional hr | \$75 additional hr | | \$75 additional hr | \$100 additional hr | |
| Outdoor Amphitheater | Seated 80 Standing 150 | 1254 | \$200 first 2 hrs | \$250 first 2 hrs | \$500 | \$250 first 2 hrs | \$300 first 2 hrs | \$650 |
| | | | \$75 additional hr | \$100 additional hr | | \$100 additional hr | \$125 additional hr | |
| Full Facility | Seated 254 Standing 400 | 4173 | \$800 first 2 hrs | \$900 first 2 hrs | \$2,330 | \$900 first 2 hrs | \$1,000 first 2 hrs | \$2,600 |
| | | | \$375 additional hr | \$425 additional hr | | \$425 additional hr | \$475 additional hr | |
| Outdoor Spaces | Depends | | Contact OMELC for Quote | Contact OMELC for Quote | Contact OMELC for Quote | Contact OMELC for Quote | Contact OMELC for Quote | Contact OMELC for Quote |

Items included in facility rentals

Tables and chairs are included in room rentals (White Oak Room & Sycamore Room only).
Fixed chairs are included in auditorium room rental.

All other rentals

- Chairs \$2.00 each, maximum 200 chairs
- Tables \$3.00
- Linens \$5.00
- 10 x 10 Tent \$75.00 each (maximum 7)
- Other tent sizes contact OMELC for estimate
- Generator \$50.00 (includes gasoline, maximum 2)
- Pipe and drapes contact OMELC for estimate
- Sound system contact OMELC for estimate
- Stage contact OMELC for estimate
- Cleaning staff \$20.00 / hour
- Popcorn machine \$30.00 (does not include popcorn or bags)
- Port-a-potty \$35 for regular, \$110 for handicap (minimum of 2 port-a potties required)
- Other requests contact OMELC

Let OMELC staff provide your group with a unique experience. Our staff can offer teambuilding activities, reptiles programs, educational activities, trail hikes, canopy trail and facility tours. Each program may be packaged in with facility rental.

Check the following if any additional information on the following programs is requested:

- Teambuilding activities
- Reptile Program
- Educational activities
- Trail Hikes
- Facility tour
- Canopy Trail
- Kayak trips

PLEASE RETURN THIS CONTRACT AND PAYMENT TO:

**Oxbow Meadows
Environmental Learning Center
3535 South Lumpkin Rd.
Columbus, GA 31903
Phone: 706-507-8550**

DEFINITIONS: As used herein, the following terms will be defined as such:

“CSU” – Columbus State University

“OMELC”- Oxbow Meadows Environmental Learning Center

“CWW”—Columbus Water Works

PAYMENTS:

Full payment is due day of event. Cancellations by lessee must be made in writing (48 hours before event). For outside events, OMELC will not issue refunds because of inclement weather or other circumstances beyond the control of OMELC.

ADDITIONAL CHARGES

At the discretion of CSU, OMELC or CWW, additional charges may be incurred for non- standard set-ups, cleanings, use during non –business hours, and any events lasting after midnight. Events with greater than 100 attendees are also subject to a surcharge.

CANCELLATION BY FACILITY:

Oxbow Meadows Environmental Learning Center shall have the sole discretion to declare an event cancelled if the Lessee is not in compliance with the terms and conditions of this signed agreement. The Lessee shall pay on demand any out-of pocket expenses incurred by OMELC in connection with such cancelled event.

CANCELLATION BY LESSEE:

If the Lessee cancels the event outlined by this agreement, Lessee shall pay on demand any out-of pocket expenses incurred by OMELC in connection with such cancelled event.

CLEAN-UP:

Lessee agrees to reimburse OMELC/CWW for any additional labor or other costs for above-normal clean-up costs related to Lessee’s use of the premises.

FOOD AND DRINK:

Columbus State University’s food service partner, Aramark, is the *exclusive caterer* for events at CSU by campus groups or third parties. Aramark provides catering prices on its website <http://www.campusdish.com/en-US/CSS/columbus>. Please contact OMELC to discuss catering options.

FIREWORKS:

Fireworks or pyrotechnics of any sort are not permitted on any OMELC or Columbus Water Works property.

BALLOONS:

No balloons will be released on the property of OMELC. All balloons must be removed concluding the rental.

ALCOHOL USE:

If alcohol is served, a CSU police officer is required at the rate of \$30.00/hour with a four hour minimum. All alcoholic beverages served on OMELC property must be dispensed by and coordinated with Aramark. Lessee must abide by all applicable laws of the State of GA. This includes but is not limited to having all guests adhere to the legal drinking age, 21.

SMOKING:

Smoking is not permitted on any CSU facilities (inside or outside). It is a violation of ordinance (Article VI, Section 42-123) for any person to smoke within any portion of the CSU properties. Conviction of a violation is a misdemeanor offense, punishable by a fine. Any person caught in violation of this ordinance may be issued a citation and ejected from the CSU property. The ordinance applies to Lessee's agents, officers, directors, representatives, licenses, invitees, patrons, guests, employees, contractors, and subcontractors.

DECORATIONS / SIGNS / BANNERS:

All decorations, signs, and banners must be approved by OMELC before the event.

The following are prohibited:

- Affix any article, drill holes, drive nails, or screws in walls, ceilings, floors, woodwork or partitions.
- Affix any signs, advertisement or notices to the facilities, inside or outside, or attached to any part thereof. (without approval of OMELC Staff)
- Blocking emergency exits or service exits with decorations or equipment.
- No nails, tacks, screws, or staples will be used on walls or doors.

SET UP / LOAD OUT:

All delivery access must be coordinated with management. Lessee is responsible for removing all items they have brought in. If Lessee wishes to leave rental items for pick up at an alternate time, Lessee must make prior arrangements with OMELC. Aramark (exclusive catering service of CSU) is responsible for the removal of all catering related items including trash upon event conclusion.

Set up, decorating, catering, cleaning, and breakdown must be completed within start and end time listed on page one of this agreement.

INTERRUPTION OR TERMINATION OF PROGRAM:

Oxbow Meadows Environmental Learning Center shall retain the right to cause the interruption of any performance of event or function in the interest of public safety, and to likewise cause the termination of such performance when, in the sole judgment of OMELC such act is necessary in the interests of public safety. OMELC reserves the right to open or close doors for public safety and crowd control reasons at any time deemed necessary.

INDEMNIFICATION:

The Lessee agrees to indemnify, to the extent permitted by law, to protect, indemnify, defend and hold harmless Columbus State University and their employees, and the Board of Regents of the University System of Georgia from any and all claims, losses or damages to personal property, government charges or fines, and costs, including reasonable attorney's fees, arising out of or connected with any event including, but not limited to, the installation, removal, occupancy or use of any Continuing Education Buildings or part thereof by the Patron or any guest, invitee or agent, except those claims arising out of the sole negligence or willful misconduct of CSU.

DAMAGE LIABILITY:

The Lessee assumes full responsibility for the acts and conduct of all persons admitted to the premises by the consent of the Lessee. The Lessee agrees to pay damages resulting from use or occupancy by persons participating in or attending the function contemplated by this agreement. If any portion or all of the premises, grounds, buildings, or furnishings are damaged by the act, omission, or negligence of the Lessee and its owners, officers, directors, employees, agents, representatives, licensees, invitees, patrons, and guests or any person admitted to CSU/OMELC by the Lessee, the Lessee will pay CSU/OMELC, upon demand, such sums as may be necessary to restore CSU/OMELC to at least as good condition as such portion of OMELC's grounds, buildings, or furnishings was in prior to the occurrence described in this paragraph.

An OMELC staff member must be immediately notified to any damage to insure facility and animal safety. No pets other than certified service animals are permitted on OMELC property.

GUEST CONDUCT AND LIABILITY:

The Lessee agrees to conduct the event in an orderly manner in full compliance with applicable laws, regulations, and Columbus State University rules. The Lessee assumes full responsibility for the conduct of all persons in attendance and for any damage done during anytime that premises are under the patronage of the client.

LEWDNESS CODE:

Per City of Code 14-97, no lewd or indecent action, conduct, language, pictures, or portrayals shall be included in the activities or events presented by Lessee.

UNAVOIDABLE HAPPENING:

If, for any reason, an unforeseen event occurs, including, but not limited to fire, casualty, acts of God or other occurrences which renders it impossible for the fulfillment of any term of this lease, the client shall have no right to nor claim for damages against Columbus State University or its employees.

PUBLIC SAFETY:

Lessee agrees to conduct their activities at all times with full regard to public safety, and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with facility to assure such safety. All portions of the sidewalks, entries, doors, passage, halls, corridors, stairways, and all ways to access to public shall remain unobstructed by Lessee. Lessee agrees not to bring onto the premises any materials, substances, equipment, or object which is likely to endanger the life of, or to cause bodily injury to, any person or animal on the premises or a hazard to the property. Live specimens cannot be removed unless authorized educational activities. CSU/OMELC shall have the right to refuse any such materials and further right to require its immediate removal from the facility. Should it become necessary in the judgment of CSU/OMELC to evacuate the premises because of bomb threat or for any other reasons of public safety, the Patron will retain possession of the facility for sufficient time to complete presentation of event activity without additional rental fees. Lessee understands that all security requirements for any event held on Columbus State University property is to be determined by University Police.

FORCE MAJEURE:

In the event that OMELC's obligation to the Lessee under this agreement be substantially delayed, prevented, or rendered impractical by fire, flood, riot, earthquake, civil commotion, strike, lockout, labor disturbances, expositions, sabotage, accident, or other casualty, act of God, or any law ordinance, rule or regulation which becomes effective after the date of this agreement, or any other cause beyond OMELC's reasonable control, then CSU shall be released from performance under this agreement. The Lessee waives claim for damages or compensation for such delay or failure to perform, other than a return to it of any monies paid directly to OMELC, but no other.

RETURN OF CONTRACT:

This agreement is confirmed when a signed copy of this agreement and estimated payments due have been received in the Rental office of OMELC. It is understood and agreed that OMELC makes no representations or agreements, oral or otherwise, outside the terms of this agreement.

ACCESS TO THE BUILDING:

Rental hours begin with the first event affiliated person's arrival and extend to the last event affiliated person's departure. This includes caterer set-up and clean-up, decorator or other event affiliated persons. Please note the "End Time" located on the first page of this document. If anyone affiliated with the event is on premises after this designated time, the Patron may incur additional facility rental charges.

MEDIA RELEASE:

I _____ hereby give permission to Oxbow Meadows Environmental Learning Center to use my name and photographic likeness in all forms and media for advertising, trade, and any other lawful purposes.

Lessee Signature

Date (DD/MM/YY)

Event Checklist

The following items must be submitted with the signed agreement:

- _____ **Completed approved application & estimated payment**
- _____ **Copy of \$1,000,000 liability insurance policy naming CSU as additional insured (If applicable)**
- _____ **501c3 Certificate (If applicable)**
- _____ **Sketch or diagram of the event layout**
- _____ **Permit to temporarily close roads or streets. (If applicable)**
- _____ **Public Demonstration / Festival permit (If applicable)**
- _____ **Liquor permit(s) (If applicable)**
- _____ **Columbus Health Department Approval Letter (If applicable)**

I, the undersigned, understand that if collections efforts are required, I will be responsible for paying all collections cost in association with this debt.

As evidenced by the signing of this Agreement, the event sponsor agrees to the terms specified herein.

Lessee Signature

OMELC Representative Signature

Name (Please print name)

Date (DD/MM/YY)

Date (DD/MM/YY)

Revised 5-31-16