





# Wadsworth Auditorium Rental Agreement

Leisure Services Department

25 Jefferson Street Newnan, Ga 30263

770-253-2682 x236

[kmosley@cityofnewnan.org](mailto:kmosley@cityofnewnan.org)

1. The facility may be reserved Monday through Sunday from 8:00 a.m. to 10:00 p.m. (excluding city holidays). Maximum length of facility use agreement is for two consecutive days. Groups or individuals may reserve the use of the facility once per month. The facility is available on a first-come, first-served basis by reservation. The City reserves the right to reassign scheduled dates if it is determined the facility is needed for purposes to benefit the City or the community.
2. All outside equipment brought to the facility should be listed at the time the reservation is secured. Equipment and decorations must be removed after event.
3. Safety First—If you need assistance with an emergency please call 911. An officer will then be dispatched to the property. Please have your proof of reservation to avoid any and all confusion.
4. Cancellation Policy—Notice of cancellation of an event should be given to the City at least 24-hours in advance of the scheduled use of the pavilion. In the event of inclement weather, when 24-hour notice is not possible, the City should be notified of cancellations as soon as possible.
5. Tenant shall not transfer use of the facility to other groups or individuals.
6. Tenant shall use and occupy premises in a safe and careful manner and shall comply with all applicable municipal, state and federal laws, and rules and regulations pertaining to the auditorium promulgated, and all other requirements prescribed by the fire and police departments and other governmental authorities, as may be in force and effect during the tenancy. Tenant shall not use said premises or any part thereof for the possession, storage, or sale of liquor, for any unlawful or immoral purpose, or in any manner so as to injure persons or property in, or near the premises. Tenant shall not do any act or suffer any act to be done during the term of this rental agreement, which will in anyway mar, deface, alter, or injure any part of said auditorium.
7. The tenant shall not sell, allow or cause to be sold or issued, admission tickets in excess of the seating capacity of **624** seats, or admit a larger number of persons to the leased area than can be properly and safely seated and move about in said leased area, and the decision of the Fire Marshal in this respect shall be final.
8. All portions of the sidewalks, entrances, passages, vestibules, halls and all ways of access to public utilities of the premises shall be kept unobstructed by the tenant and shall not be used for any purpose other than ingress or egress to and from the premises. The doors, stairways, or openings into any place in the structure, including hallways, corridors, and passageways, also in-house lighting attachments, shall in no way be obstructed by the tenant.
9. A move-in/move-out date may be arranged the week of the event as long as the date and time is available. Arrangements may be made with City staff at [kmosley@cityofnewnan.org](mailto:kmosley@cityofnewnan.org) or 770-253-2682 x236 the week of the event. Additional time for audio/visual needs should be arranged and negotiated with A/V Technician.
10. Tenant shall indemnify and save harmless the landlord for all loss, cost, and expense arising out of any liability, or claim of liability for injury or damages to persons or property sustained or claimed to have been sustained by anyone whomsoever, by reason of the operation, use, or occupation of the facilities hereinabove described, whether such use is authorized or not, or by an act or omission of tenant shall pay for any and all damage to the property of landlord, or loss or theft of such property done or caused by such persons.
11. In the event any portion of the auditorium hereby demised to tenant is not vacated at the end of the term of this rental, then the landlord shall be and is hereby authorized to remove from said premises, at the expense of the tenant, all goods, wares, merchandise and property of any kind or description which may be taken occupying a portion of said auditorium on which the terms of this agreement has expired, and said landlord shall not be liable for any damage to or loss of such goods, wares, merchandise or property sustained in either during the removal or storage of same and the landlord is hereby expressly released from any and all claims for such loss or damage. Upon termination of this rental agreement, the tenant will deliver up to the landlord the premises demised in as good condition and repair as the same shall be found at the beginning of the terms of this agreement, except ordinary wear and tear.
12. The landlord assumes no responsibility whatsoever, for any property placed in said premises, and said landlord is hereby expressly released and discharged from any and all liabilities for any loss, injury, or damages to person or property that may be sustained by reason of the occupancy of said premises under this agreement.
13. The landlord shall have the sole right to collect and have custody of all articles left on the premises by persons attending any function held on the premises. Any property left on the premises by tenant shall, after a period of 7 days from the last day of the tenancy hereunder, be deemed abandoned and become the property of the landlord.
14. Time is of the essence with reference to all payments and time of tenancy and any extra time for any reason desired by tenant must be first allowed and approved in writing by the City Manager or his/her designee and must be paid for in accordance with the auditorium schedule of fees.
15. Tenant agrees to pay promptly all taxes, excise fees of whatever nature applicable to this occupancy and to take out all permits and licenses, municipal, state, or federal, required for the usage herein permitted, and further agrees to furnish the landlord, upon request, duplicate receipts or other satisfactory evidence showing the prompt payment of all taxes and fees above referred to, and showing that all required permits and licenses are in effect.

16. It is understood and agreed that the landlord hereby reserves the right to control and manage the auditorium and to enforce all necessary and proper rules for the management and operation of the same and for its authorized representatives to enter the portions of the auditorium, hereby demised to the tenant, at any time and on any occasion. The landlord also reserves the right, but not the duty, through its duly appointed representatives to eject any objectionable person(s) from the premises and the tenant hereby waives any and all claims for damages against the landlord or any and all of its officers, agents, or employees resulting from the exercise of this authority.
17. The tenant hereby expressly waives any and all claims for compensation for any and all loss or damage sustained by reason of any defect, deficiency, failure or impairment of the water supply system, drainage system, heating system, steam system, electrical system, ventilation system, or refrigeration system leading to or on the demised premises. In the event the auditorium or any part thereof is damaged by fire or if for any other reason including strikes, failure or utilities or any act of God which, in the judgment of the building official, renders the fulfillment of this rental agreement by the landlord impossible, the tenant hereby expressly releases and discharges the landlord and its agents from any and all demands, claims, actions, and causes of actions arising from any of the causes aforesaid.
18. It is agreed by and between the parties hereto that the rules and regulations of the Wadsworth Auditorium shall be and are a part of this rental agreement as though there were set out in full herein, and are specifically incorporated herein as a part hereof by reference; and the tenant hereby acknowledges receipt of a copy of said rules and regulations.
19. Additional lighting and sound agreements:
  - (a) The existing standard lighting and sound equipment is included in the rental of the city auditorium. Any extra setup of special lights, lighting effects or sound equipment and related costs shall be negotiated with the A/V Technician.
  - (b) All lighting equipment is in top condition (lamps and bulbs), and any damage done to equipment, by rough handling, bulbs broken, jarring or dropping, etc. by the tenant will be paid for by the tenant.
  - (c) Lights are only to be burned for one technical rehearsal, one full dress rehearsal and for all performances as scheduled.
  - (d) The use of the dimmer board system should be cleared through the A/V Technician to assure proper handling and knowledge of the use of the dimmer board system.
20. Additional miscellaneous items:
  - (a) Tenant agrees not to pin, attach, etc. anything to the stage curtains, walls, or other areas of auditorium. Set materials may not be attached to the stage floor through the use of screws or nails. Sand bags are the preferred method for anchoring large objects.
  - (b) Scenery, props, and costumes and all related items are to be confined to the stage area only. Nothing is to be placed in the seated or auditorium area.
  - (c) Use of alcohol, tobacco, and profanity is strictly prohibited on the premises. No loitering is allowed in the auditorium. Pets are only allowed to assist persons with a disability.
  - (d) Food may be served, but no cooking or use of warming equipment is permitted. A kitchenette (sink with running water) is available near the dressing rooms. Groups or individuals are responsible for providing their supplies for cleaning up the kitchenette and venue. A fee may be charged if the group's or individual's use of the venue has resulted in a need for repair to furnishings or if excessive clean-up is required. All trash shall be removed from the facility. Imposition of a cleaning fee will be at the discretion of the City Manager or his designee.
  - (e) Backstage areas, auditorium, lobby, and bathrooms are to be kept clean. Tenant is responsible for cleaning all areas used and returning them to the condition in which they were found. **\*Please see checklist.**
  - (f) Tenant must not attempt to operate the fly system or enter the rigging area without supervision. This is a serious safety issue and tenant will be responsible for injuries or damage resulting from access by unauthorized users.
  - (g) Upon presentation of a check that is returned for insufficient funds, tenant understands that he/she is responsible for reimbursement of the check face amount plus an additional processing fee.
21. Prior to tenant taking possession of the property, a representative designated by the tenant and a representative of the City shall inspect the auditorium and the facilities therein to determine their condition prior to tenants entering on the premises. Both parties shall note any defects existing in the auditorium at the time of the inspection.
22. Tenants must be 21 years of age or older to reserve the auditorium. By signing the agreement, he/she accepts and assumes responsibility for the group's or individual's adherence to the rules and for any damages to the facility or equipment that may occur as a result of the group's or individual's use. Tenant or his/her designee who must also be 21 years of age or older should be present at all times during the reservation times and children should not be left unattended.

Estimated Attendance (Audience): \_\_\_\_\_

Estimated Attendance (Participants): \_\_\_\_\_

**I have received, read and understand the City of Newnan's Wadsworth Auditorium Rental Agreement and agree to comply. I understand that by signing this form, I will be held responsible for all fees and damages that may occur.**

\_\_\_\_\_

Print Name

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

\_\_\_\_\_

City Representative Signature

\_\_\_\_\_

Date



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### Wadsworth Auditorium – Event Check List:

- Remove all trash and place in the large, rolling trash containers outside at the rear of the facility.
- Check restrooms in main lobby and back hallway to ensure they are clean and remove all trash.
- Check dressing rooms and restroom downstairs to ensure they are clean and remove all trash.
- Remove all equipment, supplies, food, and decorations.
- 10 minutes prior to leaving the facility, call the Park Attendant at 678-633-9677 to let them know your event is over and ask them to lock the door.
- Turn lights off.

I have received, read and understand the City of Newnan's Wadsworth Auditorium Rental Agreement and agree to comply. I understand that by signing this form, I will be held responsible for all fees and damages that may occur.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Representative Signature

\_\_\_\_\_  
Date