



## **CUMMING KIWANIS CLUB BUILDING RENTAL/USE AGREEMENT**

This agreement is executed as of \_\_\_\_\_ by and between Owner and

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Owner of the property:  
Cumming Kiwanis Club  
417 Pilgrim Mill Road  
Cumming GA 30040

- 1. Services.** Beginning on \_\_\_\_\_, from \_\_\_\_\_ to \_\_\_\_\_, the  
*Date* *Time* *Time/Date*  
Cumming Kiwanis Club will provide use of their building to the above named organization/group/individual.
- 2. Payment and Terms.** Renter/User acknowledges the rate schedule provided and agrees to the payment of fees as defined by the length of time for which the building is in use. Renter/User further agrees to make payment of a deposit of \$100.00, refundable upon termination of rental duration, provided that the building is left in acceptable condition. Rental amount for this use/duration shall be: \_\_\_\_\_.

The rental fees for the use of the Kiwanis Building are non-refundable and due and payable prior to actual use of the building.  
Return Checks will be collected in full with a \$20.00 Return Check Fee added.

- 3. Damage or Loss to Furniture, Appliances, and Accessories** Renter/User acknowledges that the furnishings, appliances, and accessories are owned by the Cumming Kiwanis Club. Renter/User agrees to exercise all due care in keeping, caring for, and preserving the furnishings, appliances, and accessories. Renter/User shall remain responsible for all loss or damage to the furnishings, appliances, walls, doors, windows and accessories while they are at the property, up to and including actual Replacement value for each missing or damaged item. All furniture must be replaced in the location and set-up in which it was found at time of acceptance of the building by renter/user. At no time may any items be permanently or temporarily affixed to any walls, doors, or windows, either inside or outside of the Kiwanis building.

4. **Renter/User consent** Renter/User hereby grants to the Cumming Kiwanis Club, its officers, directors, and members permission to enter upon the Property for purposes deemed necessary, upon proper notification, or immediately in the case of emergency, during the rental period.
5. **Termination; Default** This agreement may be terminated by either party upon reasonable written or verbal notice to the other party. Notwithstanding the forgoing, in the event of default, the Cumming Kiwanis Club may terminate this agreement without notice. Renter/User remains obligated to pay all unpaid fees and costs accrued through and including the final rental payment period. Default occurs when renter/user fails to fulfill or abide by any of the obligations or terms under this agreement, including non payment of fees, deposits and costs.
6. Upon termination of this agreement, renter/user shall voluntarily surrender the Kiwanis Building, all furnishings, appliances, and accessories in the same condition as they were received by the renter, as well as any and all entry keys provided to the renter/user.

This agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written.

This agreement shall be governed by the laws of the State of Georgia.

**Signatures**

**You should read and understand this agreement. It is a legal and binding contract.**

**Property Owner Authorized Representative**

**Signature** \_\_\_\_\_

**Printed Name** \_\_\_\_\_

**Date** \_\_\_\_\_

**Renter/User**

**Signature** \_\_\_\_\_

**Printed Name** \_\_\_\_\_

**Date** \_\_\_\_\_

**Organization** \_\_\_\_\_

# Building Rental Rates & Information

## Cumming Kiwanis Club

Reservation	Non-Profit Organizations	Full Price
1 to 3 Hours	\$50.00	\$150.00
3 to 6 Hours	\$100.00	\$200.00
Full Day	\$150.00	\$300.00

A Deposit of \$100.00 is required from all groups/individuals renting or using the building. The Deposit will be returned, provided the building has been properly cleaned, all furniture returned to its original place, and all trash placed in the cans outside for pickup.

Full price rentals refer to Community Service groups, Businesses, and the General Public.

For Rental Information, please contact

Jon Sarver at (404) 626-2539  
[jsarver@bellsouth.net](mailto:jsarver@bellsouth.net)