

SECTION I

RENTAL AGREEMENT

THIS RENTAL AGREEMENT, made and entered into this _____ day of _____, 20_____, by and between the Golden Isles Association of REALTORS® & Multiple Listing Service, Inc. hereinafter called 'GIAR,' and _____ (Client/Company Name), hereinafter called the 'USER';

In consideration of the mutual promises and agreements contained herein, GIAR does hereby grant to the USER the exclusive right of use of the Golden Isles Association of REALTORS® Training Facilities located at 1801 Gloucester Street, Suites B and C, Brunswick, Georgia 31520, hereinafter referred to as the 'Training Center,' 'Building,' and 'Space' for purposes and date(s) and time(s) specified below:

USER DETAILS

Company Name	Point of Contact
Phone Number	Email Address

EVENT DETAILS

Event Date(s) Subject to Availability	Event Time(s) For room usage prior to 8:30am and after 4:30pm, an additional hourly rate will be charged and is subject to staff availability	Number of Attendees Our training center has a maximum capacity of 80 attendees
Yes No ☐ ☐	Yes No ☐ ☐	Yes No ☐ ☐
Coffee Service \$0.50 per person coffee service includes regular and decaf coffee, creamer, sweeteners, stirrers, etc.	Kitchen Rental \$60.00 clean-up fee assessed when using the kitchen	Offsite Catering \$60.00 clean-up fee assessed when using a catering service

SECURITY DEPOSIT AND CANCELLATION

Security Deposit	\$150 security deposit is required to reserve room. Make checks payable to <i>Golden Isles Multiple Listing Service, Inc.</i>	Cancellation Policy	Cancellation must be made forty eight (48) hours in advance for 100% refund of security deposit
-------------------------	---	----------------------------	---

SECTION II

RENTAL SPECIFICATIONS

AVAILABLE ROOMS (check all that apply)

Room	Max Cap.	2 hr rental		4 hr rental		8 hr rental	
<i>Training Center</i>	80	\$75	☐	\$125	☐	\$250	☐
<i>Small Conference Room</i>	16	\$25	☐	\$50	☐	\$100	☐
A reduced cost for meetings requiring additional days may apply							

AVAILABLE TRAINING CENTER CONFIGURATIONS (check all that apply)

Configuration	Setup Style	Accommodates	Setup Fee	
<i>Standard Configuration</i>	Classroom (tables and chairs)	Up to 80	\$0	☐
<i>Optional Configuration</i>	Theater (chairs only)	Up to 80	\$50	☐
<i>Custom Configurations</i>	Hollow Square	Up to 50	\$50	☐
	U-Shape	Up to 50	\$50	☐
	Other (specify in Other Details)		\$100	☐

AUDIO/VISUAL CONFIGURATION

Room	Equipment included with rental		
<i>Training Center</i>	2 Overhead Projectors 2 120" Projector Screens (located on the right and left side of the room) 2 White Boards (dimensions – 8ft x 4ft and 6ft x 4ft) Sound System 4 microphones (2 handhelds, 2 lavaliers) Lectern		
<i>Small Conference Room</i>	Audio Conferencing Available 46" Plasma Screen with speakers White Board (dimensions - 6ft x 4ft) Lectern upon request Flip Chart upon request (includes easel, pad, and markers) Access to Kitchen area (clean-up fee will apply with use)		
<i>A/V Technical Setup</i>	Basic Technical Setup	\$0	☐
	Additional Technical Setup (specify in Other Details)	\$75	☐

Other Details (specify):

SECTION III

TERMS OF USE

USER UNDERSTANDS, AGREES TO, AND ACKNOWLEDGES THE FOLLOWING

1. The USER is hereby granted permission to use selected rooms specified in Section 2 during the time periods set forth in Section 1.
2. The Space shall be used only for the event described in Sections 1 and 2 and for no other purpose without prior written consent.
3. USER shall complete Sections 1 and 2 and comply with Section 3 (TERMS OF USE) that includes but is not limited to the following:
 - a. GIAR members and 501(c) non-profit organizations may reserve space at a discounted rate within normal business hours (Monday – Friday, 8:30am – 4:30pm)
 - b. If room setup is required, an additional fee will be charged. Cost is based upon room configuration.
 - c. USER shall not admit to the Space a number of persons in excess of the maximum occupancy or as specifically indicated in Section 1 (whichever is less).
 - d. For Room usage prior to 8:30 am and after 4:30 pm, an additional hourly rate will be charged and is subject to staff availability. The extended hours charge will be assessed for each hour or *fraction thereof, before 8:30am and after 4:30pm.
*Minimum one hour – additional extended time pro-rated on half hour increments.
4. Management reserves the right to decline room usage at any time.
5. USER shall abide by the Rules and Regulations of GIAR, including, but not limited to the following:
 - a. USER UNDERSTANDS, AGREES, AND ACKNOWLEDGES THAT ALCOHOLIC BEVERAGES SHALL NOT BE PERMITTED ON THE PROPERTY.
 - b. USER UNDERSTANDS, AGREES, AND ACKNOWLEDGES THAT SMOKING IS NOT PERMITTED IN THE BUILDING; SMOKING IS ALLOWED OUTSIDE ONLY, IN DESIGNATED AREAS.
 - c. In its use of the Space, the USER shall comply with all applicable federal, state, and local laws, ordinances, and regulations. No illegal substances shall be sold or served in the Building, and USER shall not bring or permit its guests or invitees to bring illegal substances or harmful goods into the Building.
 - d. All USERS offering real estate related Continuing Education credit courses must be affiliated with a school approved by GREC and the event shall be approved in advance by the GIAR CEO or Membership Manager. USER shall be responsible for meeting all GREC requirements and processing all CE credits for attendees.
 - e. If the space or any portion of the Building is damaged by the action, inaction, or negligence of the USER, its agents, employees, guests, invitees or other persons admitted to the Space or the Building by the USER or as a result of the breach by USER of this Agreement, USER will pay GIAR upon demand, the costs necessary to repair any damage and to restore the Space and/or the Building to their present condition. The USER hereby assumes full responsibility for the character, acts, and conduct of all persons admitted to the Space or to any portion of the Building by the USER.

- f. In addition, USER shall not injure, mar, nor in any manner deface the Building, and shall not cause or permit anything to be done whereby the Building shall be in any manner injured, marred or defaced; and will not drive or permit to be driven nails, hooks, tacks, staples, or screws into any part of the Building or furniture, and will not make, nor allow to be made, any alterations of any kind to the Building.
 - g. Except for advertising relating to the event permitted in the Space, USER will not post or exhibit, nor allow to be posted or exhibited, signs, advertisements, show-bills, lithographs, posters or cards of any description, inside or in front, or on or about any part of the Building or Property (other than directly within the rented meeting room space).
 - h. USER shall not place any chairs, moveable seats, or other items in any passageways and will keep the passageways clear at all times.
 - i. The USER shall not bring any equipment or fixtures in the Building without prior written consent from an authorized GIAR staff person.
 - j. Approved catering is permitted.
 - k. The USER agrees to remove all trash, garbage, or litter which accumulates during the use of the Space, to place such materials in the approved garbage receptacles, and to leave the Space in a clean and neat condition. If USER fails to do so, USER agrees to pay the cost of cleaning the Space at GIAR rates.
 - l. Authorized representatives of GIAR may enter into, and on, all the licensed Space at any time.
7. Beverages are permitted in the Training Room, however, no food shall be permitted in the Training Center with the exception of pre-approved catered events. All food must be consumed in the Member Center (Suite B).
 8. No firearms shall be permitted on the premises.
 9. GIAR shall not be liable for any lost or stolen articles, and USER shall indemnify GIAR thereof.
 10. No pets are allowed in the Training Room/Building with the exception of certified/registered therapy animals in compliance with the Americans with Disabilities Act (ADA) and Fair Housing Act. USER assumes all responsibility and liability for any damages to facility caused by authorized pets on the premises.
 11. USER shall be charged a \$35.00 service fee for all NSF checks received by GIAR. GIAR reserves the right to submit all NSF checks to a collection agency, and to recover attorneys' and collection fees.
 12. This agreement constitutes the entire agreement between the parties pertaining to the subject matter herein, and all prior and contemporaneous agreements, representations and understandings of the parties, oral or written, are superseded and merged by the Agreement. No supplement, modification or amendment of this Agreement shall be binding unless in writing and executed by GIAR and USER.
 13. Client agrees to deposit with GIAR the sum equal to 50% of the full rental fee as a damage deposit. If the room which is rented and the surrounding premises are returned to GIAR in the same neat and clean condition as they were delivered to USER in, with no damage to the GIAR space, all trash, debris and papers having been thrown in the trash, the furniture arranged in the same configuration as it was delivered in, and there are no known claims against GIAR involving the use of the room and the GIAR property, then the damage deposit shall be returned in full to USER without deduction. However, GIAR may deduct from the

damage deposit cost for any damage done to the room and the surrounding GIAR property, a minimum of \$50.00 to clean the room and surrounding premises (if the room and / or surrounding property are not left in neat and clean condition) and a minimum of \$75.00 for re-arranging the room to the configuration it was in at the time the room was delivered to USER (if the room has been rearranged to a different configuration by the USER). The damage deposit may also be held back by GIAR and not returned to USER until any pending claim(s) against GIAR are resolved. The damage deposit shall not be the maximum amount of damages for which USER may be responsible. If USER does damage or causes claims in excess of the damage deposit, USER shall be responsible for the same.

14. If Training Room becomes unavailable during reservation period due to circumstances beyond GIAR's control including but not limited to 'Acts of God,' i.e. natural disasters, power outages, damage or destruction of Training Room/Building, GIAR shall refund USER any monies paid for time remaining in rental period or for any reserved dates/times during which the Training Room was temporarily unavailable
15. Nothing herein is intended to create a landlord tenant relationship between the parties. USER is being granted a license right only to rent the room which is terminable at the will of the Landlord in the event USER does not comply with the terms hereof.
16. This Agreement shall not be binding upon GIAR until it has been signed by a duly authorized representative of GIAR and a copy has been returned to USER.

INDEMNIFICATION

USER agrees to indemnify and hold harmless GIAR, its officers, employees, and agents for, from and against any and all claims, demands, actions, or causes of action of whatsoever kind, arising or resulting directly or indirectly from the use, occupancy, or licensing of the Space by the USER, its sub-users, contractors, subcontractors, agents, officers, employees, guests or invitees.

I HAVE READ, UNDERSTAND AND ACCEPT THIS AGREEMENT IN ITS ENTIRETY:

USER Name
USER Signature
Date

Authorized GIAR Representative
Representative Signature
Date

Adopted 4/3/1992

Revised 1/4/2002

Revised 2/26/2008 (to reflect name change)

Revised 7/14/2016 (to reflect move to 1801 Gloucester and new training facility)