



Facility Rental Agreement

Rental bookings are not confirmed until we receive a copy of this Facility Rental Agreement signed by the Licensee and accompanied by the initial rental fee payment and damage deposit, if any.

Contract

Contract #: {Facility Contract->ContractID} **Prepared by:** {Facility Contract->PreparedBy}
Date: {Facility Contract->Date} **Status:** {Facility Contract->Status}

Client Information

Name: {Contact Info->FullName} **Account:** {Contact Info->AccountName}
Phone #: {Contact Info->PrimaryPhoneNumber} **Email:** {Contact Info->Email}
Address: {Contact Info->Address}

Facility Rental Summary

| Facility | Day | Start | End | Date Range | Event ID |
|------------------------------|-------------------------|---------------------------|-------------------------|-------------------------------|-----------------------------|
| {Facility Summary->Facility} | {Facility Summary->Day} | {Facility Summary->Start} | {Facility Summary->End} | {Facility Summary->DateRange} | {Facility Summary->EventID} |

Exclusions, Additions & Modifications

| Type | Facility | Day | Start | End | Date | Event ID |
|----------------------------------|--------------------------------------|---------------------------------|-----------------------------------|---------------------------------|----------------------------------|-------------------------------------|
| {Exclusions And Additions->Type} | {Exclusions And Additions->Facility} | {Exclusions And Additions->Day} | {Exclusions And Additions->Start} | {Exclusions And Additions->End} | {Exclusions And Additions->Date} | {Exclusions And Additions->EventID} |

Facility

| Field | Start Date | End Date | Day | Time | Fee(s) | Subtotal |
|---------------------------------|------------------------------|----------------------------|------------------------------|------------------------------|--|-----------------------------|
| {Facility Events->FacilityName} | {Facility Events->StartDate} | {Facility Events->EndDate} | {Facility Events->DayofWeek} | {Facility Events->TimeRange} | {Facility Events->Amount} {Facility Events->PriceName} \$500.00 Refundable Deposit | {Facility Events->Subtotal} |

| Facility Fees | | | | | | |
|-------------------------------|-----------------------------|---------------------------|----------------------|------------------------|---------------------------|--|
| Name | Subtotal | Discount | Tax | Total Price | # of Booking(s) | |
| {Facility Fees->FacilityName} | {Facility Fees->TotalPrice} | {Facility Fees->Discount} | {Facility Fees->Tax} | {Facility Fees->Total} | {Facility Fees->Quantity} | |

| Invoice | | |
|----------------------------|--------------------|------------------------------|
| Due Date | Amount | Remaining Balance |
| {Invoices->InvoiceDueDate} | {Invoices->Amount} | {Invoices->RemainingBalance} |

Conditions of Use

Renter agrees to all of the following:

1. The set up/take down/clean up of the facilities must occur within the contracted rental hours.
2. **PAYMENT/DEPOSIT:**
 - (a). **One hundred percent (100%) of the rental fee and a \$500 deposit is required to hold rental date.**
 - (b). All checks should be made payable to **City of Sugar Hill**.
 - (c). Deposit fees:
 - \$500 will be taken if renter leaves after the rental time and didn't clean.
 - \$200 will be taken if renter leaves after the rental time but cleaned.
 - Cost TBA for damages that occurred. Cost will include the replacement and for it to be properly fixed.
3. **CANCELLATION** – a notice of cancellation must be received no later than (2) two weeks prior to the event to receive a partial refund. If not, renter forfeits all rental fees.
 - (a). Family Emergencies: You must call 770 -831-7413 to cancel.
 - (b). In the case of inclement weather, the City does not assume your rental will be cancelled. You must call 770-831-7413 to cancel. Rentals cancelled due to inclement weather will be issued a rain check. A rain check will be issued to those who have notified the office either before or during the scheduled rental time that must be used within a year from the date of the rental.
5. Renter **MUST** be a Sugar Hill resident or pay Sugar Hill gas.
6. Alcohol is allowed with approval from the City Clerk of a special event permit.
4. **REFUNDS** – All rentals have a non-refundable processing fee of **\$25**. This processing fee will be automatically deducted from any refund issued. All cash fees are returned via check.
5. **FACILITIES** will **not** have an attendant monitoring the area. Therefore the general cleanliness of the property cannot be guaranteed. It is the renter's responsibility to clean up after their own event.
6. The person who signs this contract will be held responsible for the rental and must be present from start time to ending time.
7. If present, any Sugar Hill staff has the authority to cancel the rental event at any time for any reason deemed necessary including any rental guest(s) or invitee displaying improper conduct. (Improper conduct shall include, but not be limited to, the presence of alcohol, apparent intoxication, intimidation, abusive or threatening language, physical violence & lewd behavior).
8. Set up/Take down/Clean up **is the responsibility of the renter**. This must occur within the contracted rental hours and includes all of the following:
 - (a). Tables and chairs must be placed on dolly. The number of picnic tables is approximate due to damage, theft, etc... and cannot be guaranteed. Renters are responsible for their own set-up.

(b). The use of **nails, tacks, staples, putty substances and duct tape are not permitted** to physically attach materials to any part of the facility. Masking tape or scotch tape is permitted for decorating purposes. Renter is responsible for the removal of all tape and marks from its use on any part of the City of Sugar Hill property. **The use of smoke / fog machines is prohibited.**

(c). New liners provided by Sugar Hill must be placed in trash receptacles at the conclusion of the rental.

(d). **ALL GARBAGE** must be removed from and disposed of by the renter. If you fail to take your trash you may lose your deposit.

(e). The floor and parking area must be left clean and free of food, trash and paper.

(f). Sweeping of the facility floor is necessary at the conclusion of the Rental event.

9. There is NO smoking in the facility.

10. Rental events for Youth (i.e. teen parties, etc.) must have adult supervision. A ratio of **1 adult per 10 youth is required.**
11. No person shall bring any unauthorized equipment (i.e. bicycles, skateboards, roller blades, cleats, etc.)
12. The use of **Helium** balloons is not recommended, because they are a hazard to the environment but can be used as long as they are disposed of properly after the event.
13. Due to safety concerns, stains and clean-up problems, **confetti and the throwing of rice is NOT allowed.** Birdseed and petals can be used outside. No unauthorized grills. Must be propane.
14. Sugar Hill facilities may not be able to accommodate some electrical needs. Please check with attendant at time of rental.
15. Absolutely NO money may be exchanged at any city facility.
16. **ALL FACILITY EXTERIOR DOORS MUST BE LOCKED AND CHECKED BEFORE LEAVING THE PROPERTY.**
17. **It is the renter's responsibility to check in at the facility the week of their rental date, during office hours, to receive a key and further instruction. Office hours are Monday through Friday 8am to 5pm. Failure to comply will result in loss of reservation.**
18. The Renter agrees to abide by the regulations for the facility as provided by the City of Sugar Hill and understands that the violation of any of these regulations may cause The Renter to lose the use rights hereunder at the sole discretion of the City of Sugar Hill.
19. The Renter agrees that no persons shall be denied participation in any park or programs based upon race, color, national origin, religious background, sex, or age and that The Renter shall be in compliance with those aspects of the Americans with Disabilities Act.
20. The Renter shall conduct their youth activities in said facility with sufficient adult supervision for all scheduled activities while any participating children are still present.
21. The Renter is responsible for any damage incurred to the facilities during The Renter's scheduled activities. Persistent damage could ultimately result in revocation of a portion or all use rights given hereunder at the sole discretion of the City of Sugar Hill.

Indemnification. Renter shall indemnify and hold harmless the City of Sugar Hill, its agents, employees, and public officials from and against any and all claims, damages, losses and liabilities whatsoever their nature, cause of origin, and whether or not attributable to the negligence of Renter, its agents, contracts or employees or the use or occupancy of the Designated Facility or any other portion of Sugar Hill by Renter, its agents, employees and invitee.

Suitability. Renter acknowledges and agrees that Renter is encouraged to examine and inspect Sugar Hill Rental Facility to assess its condition, suitability and fitness for Renter's permitted use. Accordingly, Renter acknowledges and agrees that THE CITY MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND OR NATURE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OF SUITABILITY OF FITNESS OF THE CITY OF SUGAR HILL PARKS AND RECREATION DEPARTMENT FOR ANY PARTICULAR USE, PURPOSE, OR FUNCTION. The right to use the Designated Facility granted hereby is expressly granted on an "AS-IS" and "WHERE-IS" basis only. Renter further acknowledges that the relationship between the parties is not that between a "landlord and tenant" as contemplated under Georgia law.

I have read and understand the rules regarding Facility Usage and verify to the best of my knowledge that all information on this contract is correct. As the Renter, I understand that failure to comply with the above stated rules could result in the loss of any refund and/or my security and damage deposit. I understand that any City Staff reserves the right to request rental guest(s) to leave or cancel the event at any time it deems to be in the best interest of The City of Sugar Hill.

Release and Waiver of Liability

I, {Full Name}, assume all risks and hazards incidental to participation in activities at the facility, including transportation to and from these activities. In consideration of my being permitted to use the facility, I do hereby, for myself, my child, my heirs, executors, and administrators, waive, release, absolve, and agree to hold harmless the City of Sugar Hill and its representatives, sponsors, affiliated associations, organizers, employees, officers, officials and participants for any and all damages suffered by myself or my child in connection with this my use of the facility. **I agree that I will indemnify the City of Sugar Hill for any and all loss or liability associated with my use of the facility unless such loss or liability results from the sole negligence of the City of Sugar Hill or its employees or agents.** I agree that I will abide by all the rules and policies set by the City of Sugar Hill. I, the undersigned, give permission to the City of Sugar Hill to photograph and video programs/activities and use those materials in advertising, promoting and reporting City of Sugar Hill programs and activities. I, the undersigned, give permission to the City of Sugar Hill to obtain and authorize medical care for said minor child at any hospital, emergency medical center, or any other health facility: by any medical doctor, osteopath, nurse, surgeon or any other medical practitioner. The undersigned further agrees to be responsible for the expenses of any medical care needed by the minor child, and hold the staff authorizing the medical care harmless from any damages suffered by the minor child or the undersigned as a result of the medical treatment authorized.

Date: {DigitalSignature->Date} Member Signature



Park Rental Agreement

Rental bookings are not confirmed until we receive a copy of this Park Rental Agreement signed by the Licensee and accompanied by the initial rental fee payment and damage deposit, if any.

Contract

Contract #: {Facility Contract->ContractID} **Prepared by:** {Facility Contract->PreparedBy}
Date: {Facility Contract->Date} **Status:** {Facility Contract->Status}

Client Information

Name: {Contact Info->FullName} **Account:** {Contact Info->AccountName}
Phone #: {Contact Info->PrimaryPhoneNumber} **Email:** {Contact Info->Email}
Address: {Contact Info->Address}

Facility Rental Summary

| Facility | Day | Start | End | Date Range | Event ID |
|------------------------------|-------------------------|---------------------------|-------------------------|-------------------------------|-----------------------------|
| {Facility Summary->Facility} | {Facility Summary->Day} | {Facility Summary->Start} | {Facility Summary->End} | {Facility Summary->DateRange} | {Facility Summary->EventID} |

Facility

| Field | Start Date | End Date | Day | Time | Fee(s) | Subtotal |
|---------------------------------|------------------------------|----------------------------|------------------------------|------------------------------|--|-----------------------------|
| {Facility Events->FacilityName} | {Facility Events->StartDate} | {Facility Events->EndDate} | {Facility Events->DayofWeek} | {Facility Events->TimeRange} | {Facility Events->Amount} ({Facility Events->PriceName}) | {Facility Events->Subtotal} |

Facility Fees

| Name | Subtotal | Discount | Tax | Total Price | # of Booking(s) |
|-------------------------------|-----------------------------|---------------------------|----------------------|------------------------|---------------------------|
| {Facility Fees->FacilityName} | {Facility Fees->TotalPrice} | {Facility Fees->Discount} | {Facility Fees->Tax} | {Facility Fees->Total} | {Facility Fees->Quantity} |

Invoice

| Due Date | Amount | Remaining Balance |
|----------------------------|--------------------|------------------------------|
| {Invoices->InvoiceDueDate} | {Invoices->Amount} | {Invoices->RemainingBalance} |

Conditions of Use

Renter agrees to all of the following:

- **PAYMENT/DEPOSIT:**

(a). One hundred percent (100%) of the rental fee and a \$200 deposit is required to hold rental date.

(b). All checks should be made payable to **City of Sugar Hill**.

(c). Deposit fees:

- \$200 will be taken if renter leaves without cleaning.
- Cost TBA for damages that occurred. Cost will include the replacement and for it to be properly fixed.
 - The usage of the facilities must occur within the contracted rental hours.
 - The Renter agrees to abide by the regulations for the facility as provided by the City of Sugar Hill and understands that the violation of any of these regulations may cause The Renter to lose the use rights hereunder at the sole discretion of the City of Sugar Hill.
 - The Renter agrees that no persons shall be denied participation in any park or programs based upon race, color, national origin, religious background, sex, or age and that The Renter shall be in compliance with those aspects of the Americans with Disabilities Act.
 - The Renter shall conduct their youth activities in said facility with sufficient adult supervision for all scheduled activities while any participating children are still present.
 - The Renter is responsible for any damage incurred to the facilities during The Renter's scheduled activities. Persistent damage could ultimately result in revocation of a portion or all use rights given hereunder at the sole discretion of the City of Sugar Hill.
 - The Renter is responsible for the actions and conduct of all spectators, parents, coaches and participants attending The Renter's scheduled event.
 - The Renter has no rights of assignment of the agreement. Absolutely NO money exchanged at any city facility by renter.
 - **REFUNDS** – All rentals have a non-refundable processing fee of **\$25**. This processing fee will be automatically deducted from any refund issued. All cash fees are returned via check.

- **CANCELLATION** – a notice of cancellation must be received no later than (2) two weeks prior to the event to receive a partial refund. If not, renter forfeits all rental fees.

(a). Family Emergencies: You must call 770-831-7413 to cancel.

(b). In the case of inclement weather, the City does not assume your rental will be cancelled. You must call 770-831-7413 to cancel. Rentals cancelled due to inclement weather will be issued a rain check. A rain check will be issued to those who have notified the office either before or during the scheduled rental time that must be used within a year from the date of the rental.

- **FACILITIES** will not have an attendant monitoring the area. Therefore the general cleanliness of the property cannot be guaranteed. It is the renters' responsibility to clean up after their own event.
- The person who signs this contract will be held responsible for the rental and must be present from start time to ending time.
- If present, any Sugar Hill staff has the authority to cancel the rental event at any time for any reason deemed necessary including any rental guest(s) or invitee displaying improper conduct. (Improper conduct shall include, but not be limited to, the presence of alcohol, apparent intoxication, intimidation, abusive or threatening language, physical violence & lewd behavior).
- Set up/Take down/Clean up **is the responsibility of the renter – not the attendant**. This must occur within the contracted rental hours and includes all of the following:

(a). **ALL GARBAGE** must be removed from and disposed of by the renter. If you fail to take your trash to the dumpster located within the parking lot, you may lose of your deposit.

(b). The field and parking area must be left clean and free of food, trash and paper.

- Smoking and alcoholic beverages are prohibited along with any use of tacks, nails, staples, etc on any property in Gary Pirkle Park.
- Rental events for Youth activities must have adult supervision.
- No person shall bring any unauthorized equipment (i.e. bicycles, skateboards, roller blades, cleats, etc.) in parks.
- The Renter, Hereby agrees to indemnify and hold harmless the City of Sugar Hill, Georgia it's agents, public officials, officers, employees and authorized volunteers, from and against any and all legal actions, claims, damages, losses or expenses arising out of the permitted activity or any activity associated with the conduct of the renter's operations, including but not limited to claims of personal or bodily injury, disease or death, or injury to or destruction of property, excluding claims caused by the willful commission or omission by the employees of the City of Sugar Hill acting within the scope of their employment.
- Due to safety concerns, stains and clean-up problems, throwing confetti is NOT allowed. NO unauthorized grills. Grills must be propane.

Suitability. Renter acknowledges and agrees that Renter is encouraged to examine and inspect Sugar Hill Rental Facility to assess its condition, suitability and fitness for Renter's permitted. Accordingly, Renter acknowledges and agrees that THE CITY MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND OR NATURE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OF SUITABILITY OF FITNESS OF THE CITY OF SUGAR HILL PARKS AND RECREATION DEPARTMENT FOR ANY PARTICULAR USE, PURPOSE, OR FUNCTION. The right to use the Designated Facility granted hereby is expressly granted on an "AS-IS" and "WHERE-IS" basis only. Renter further acknowledges that the relationship between the parties is not that between a "landlord and tenant" as contemplated under Georgia law.

I have read and understand the rules regarding Facility Usage and verify to the best of my knowledge that all information on this contract is correct. As the Renter, I understand that failure to comply with the above stated rules could result in the loss of any refund and/or my security and damage deposit. I understand that any City Staff reserves the right to request rental guest(s) to leave or cancel the event at any time it deems to be in the best interest of The City of Sugar Hill.

Waiver

I, {Full Name}, assume all risks and hazards incidental to participation in activities at the facility, including transportation to and from these activities. In consideration of my being permitted to use the facility, I do hereby, for myself, my child, my heirs, executors, and administrators, waive, release, absolve, and agree to hold harmless the City of Sugar Hill and its representatives, sponsors, affiliated associations, organizers, employees, officers, officials and participants for any and all damages suffered by myself or my child in connection with this my use of the facility. **I agree that I will indemnify the City of Sugar Hill for any and all loss or liability associated with my use of the facility unless such loss or liability results from the sole negligence of the City of Sugar Hill or its employees or agents.** I agree that I will abide by all the rules and policies set by the City of Sugar Hill. I, the undersigned, give permission to the City of Sugar Hill to photograph and video programs/activities and use those materials in advertising, promoting and reporting City of Sugar Hill programs and activities. I, the undersigned, give permission to the City of Sugar Hill to obtain and authorize medical care for said minor child at any hospital, emergency medical center, or any other health facility: by any medical doctor, osteopath, nurse, surgeon or any other medical practitioner. The undersigned further agrees to be responsible for the expenses of any medical care needed by the minor child, and hold the staff authorizing the medical care harmless from any damages suffered by the minor child or the undersigned as a result of the medical treatment authorized.

Release and Waiver of Liability

Date: {DigitalSignature->Date} Member Signature



THE BOWL at Sugar Hill

Instructions and Approval Process

PLEASE CAREFULLY READ AND INITIAL THE ENTIRE DOCUMENT. INCOMPLETE APPLICATIONS WILL BE SENT BACK WITHOUT FURTHER REVIEW OR PROCESSING.

From here on out the renter and organization will be referred to as the applicant.

Once the application has been reviewed, the applicant will be notified to attend a mandatory meeting with events staff to discuss all policies, procedures, and details of the request. Upon application approval, all fees will be due in full to secure dates and execute said application. The City of Sugar Hill retains the right to modify and/or terminate any event at the sole discretion of the City. *We are continually monitoring and re-evaluating our policies and procedures to ensure the safety of our staff, guests, and applicants during COVID-19. All rentals are subject to change pending government mandates and CDC developments regarding the virus.*

Applicant agrees to apply the current safety guidelines and policies regarding the current pandemic related to the scheduled event(s). Please reference the link below to find most recent executive order.

<https://gov.georgia.gov/executive-action/executive-orders/2020-executive-orders>

Initial: _____

Applications should be mailed or delivered to The City of Sugar Hill, Events Department, 5039 West Broad Street, Sugar Hill, GA 30518 or emailed to aradosta@cityofsugarhill.com

Please Note:

Reservations include only the area specifically requested. The activities of your event must be contained within the area reserved. Any areas outside of the approved designated rental space will remain open to the public.

Application Process

Applications must be completed and submitted **no less than thirty (30) days prior** and **no more than six (6) months in advance** of the event date to process the application. Events will not be approved without a complete application. **All fees are due upon approval.** Application submission does not guarantee approval of the event nor does it guarantee availability. All expenses incurred by the applicant shall be at the sole risk and responsibility of the applicant.

Initial: _____

Policies and Procedures

City Staff

The city reserves the right to determine the necessary staff requirements beyond their normal daily routines as it pertains to the applicant's event. Additional costs beyond the permit fee and the damages deposit will be quoted based on the estimated hours of labor.

Initial: _____

Electricity

Specific requirements for the use of electricity must be submitted at the mandatory meeting. Standard wall outlets are available but are not to be used for bounce houses, inflatables, kitchen appliances, or large A/V equipment. The aforementioned items require a generator at the applicant's expense. A penalty fee will be incurred at the applicant's expense if a breaker is tripped.

A 200-Amp and a 400-Amp 3 Phase Company Switch with Camlock are available stage side in the Bowl @ Sugar Hill for an additional fee. To ensure the safe use of the equipment, the applicant's production staff must attend the mandatory meeting.

Initial: _____

Food

All food sales and distribution must be indicated on the application. All food vendors or caterers must abide by Gwinnett County Health Department regulations and obtain any necessary permits prior to the event date. All vending equipment must remain on the brick or concrete sidewalk or street. **Food trucks cannot drive onto the plaza area, brick, concrete or the street (Temple Drive). If applicable reference pg. 6 for concession area rental information.**

Initial: _____

Sanitation

It is the applicant's responsibility to clean the permitted areas of all trash during and after the rental within the requested rental period. This includes but is not limited to tents, equipment, signs, banners, or any other items used to operate the event. If the event warrants additional receptacles, said receptacles must be scheduled with city personnel, at an additional fee, prior to the event date. All trash should be disposed of upon completion of the event into the pre-determined receptacles. Dumpster locations will be determined and approved by the City prior to the event date. Applicant may be charged additional fees to dispose or remove unwarranted items.

Initial: _____

Alterations

There is absolutely no puncturing of the turf, including but not limited to yard signs. Any tents placed on the Dawn P. Gober Community Plaza must be secured with weight and NEVER with stakes. The driveway to the Splash Pad is intended only for use by City personnel. Absolutely no vehicles are permitted on the Splash Pad, Promenade, Plaza or Bowl area. Event set up the day before the event date is permitted at the applicant's expense and responsibility. Service animals are permitted in these areas and clean-up will be at the expense of the applicant.

Closing West Broad Street requires road closure message boards to be displayed in Downtown Sugar Hill the week of the event at the applicant's expense.

Initial: _____

Noise Ordinance

All noise requests and requirements will be determined and approved during the application process, with adherences to all applicable ordinances. Reference the back of the document for full ordinance. The City of Sugar Hill's noise ordinance is attached to this document beginning on page 10.

Initial: _____

Alcohol Ordinance

Alcohol consumption or sales will be permitted only with the consent from the City of Sugar Hill and will follow the city's alcohol ordinance. Alcohol permitting is done through the City Clerk by means of the event staff. The applicant must submit a sales plan with licenses and insurance from the serving company to begin the process to receive a signed permit from the City of Sugar Hill. All drinks not in aluminum cans must be served in a plastic cup. **NO GLASS BOTTLES.** Attendees must abide by all city ordinances related to alcohol consumption, including the following ordinances related to consumption. Reference the back of the document for full ordinance. The City of Sugar Hill's alcoholic beverage ordinance is attached to this document beginning on page 17.

Initial: _____

Safety

- **Fire:** When the city deems necessary, applicants will be required to submit a detailed event plan to the Gwinnett County Fire Department, including but not limited to, a layout of the event area with road closures, parking plans, food locations, police presence, and medical service presence. If the GCFD determines provisions should be made, it is the applicant's responsibility to implement the changes at the applicant's expense, prior to the event date. **Please note the artificial turf is flammable.**
- **Police:** One off duty, Gwinnett County police officer, must be provided by the applicant for every 200 persons or if alcohol is present. If patrons will be crossing highway 20, at least two officers should be present. For large events, a combination of Gwinnett County Police and professional event security may be acceptable when deemed appropriate by the City.
- **Medical:** An EMT or paramedic is required for events over 1,000 people. Medical supplies and applicant of scheduling an EMT or paramedic are the responsibility of the applicant.
To organize bike medics, contact Clent at danny.hughes@gwinnettcountry.com or Joshua at joshua.leblanc@gwinnettcountry.com.

Initial: _____

Marketing

All marketing items are the sole responsibility of the applicant. All signs, banners, and advertising using any verbiage or logos of the City of Sugar Hill must be submitted to the City for approval prior to publication. Applicant can request to co-host an event on Facebook with the City or the Bowl.

Initial: _____

Discrimination

The applicant will not discriminate or advocate discrimination on account of race, religion, color, creed, nationality, gender, age, or disabilities. Known discrimination will result in disapproval of application or cancellation of event.

Initial: _____

Modifications

The City of Sugar Hill reserves the right to modify, waive and/or amend any policies, at any time, at the City's discretion. The City reserves the authority to revoke any permit upon violation of the conditions where the event would have an immediate or adverse effect on the safety or welfare of the community or property. Gwinnett County Police reserve the right to close or cancel any event upon violation of any terms in this application.

Initial: _____

Assurances

Downtown Sugar Hill will be undergoing major construction in 2020-2021. Please be aware of setbacks that may occur due to the progress of our downtown. This may include, but is not limited to, construction noise, debris, failure to access or close roads, limited space, and availability.

Initial: _____

The Promenade

- No climbing on the brick wall at anytime
- No trash to be thrown in the fountains
- No playing in the fountains
- Max capacity 200
- Cannot block access to businesses throughout the promenade
- Nothing permanent may be placed throughout the vicinity
- The promenade must be left in the condition it was found
- No vehicle can drive on the promenade at any time
- All previous guidelines apply

Initial: _____

The Bowl

\$75 an hour during operating hours of 7am-11pm. Rentals longer than 8 hours a day require an additional \$25 per hour for staffing.

Initial: _____

Refundable Damages Deposit

Damage to any structure, plant material, walkway, turf, animals, lighting, or failure to dispose of any signage from the event will result in seizure of the refundable damages deposit. If the deposit does not cover the cost of the damages, the applicant will be billed for the full cost of replacement and labor. If proper proof of safety is not confirmed prior to the event, the City reserves the right to terminate the application and event at the applicant's expense, not to exceed the full rental amount. Violation of any of the initialed sections above could result in termination of the event and/or seizure of the security deposit plus damages.

Initial: _____

Indemnification

The applicant must agree to the attached indemnity agreement. The applicant must agree to indemnify, defend, and hold harmless the City of Sugar Hill and its officers, agents and employees from any and all suits, claims, actions, liabilities of every kind, and damages to persons or property on claims that arise from the event contemplated herein, unless the suit, claim, action, liability, or damages are caused by the negligence or intentional misconduct of the city, its officers, agents, or employees, or unless the applicant is prohibited by law from executing indemnification agreements.

I, on the behalf of _____(Applicant Name), agree to indemnify, defend, and hold harmless the City of Sugar Hill and its officers, agents and employees from any and all suits, claims, actions, liabilities of every kind, and damages to persons or property on claims that arise from the event contemplated herein, unless the suit, claim, action, liability, or damages are caused by the negligence or intentional misconduct of the city, its officers, agents, or employees, or unless the applicant is prohibited by law from executing indemnification agreements.

I acknowledge that I have read and understand the foregoing indemnification provision. I further certify that I am authorized to enter into this agreement on behalf of _____ (applicant name).

Signature _____

Insurance

The event applicant must present a Commercial General Liability policy with a minimum limit of \$1,000,000.00.

The policy must protect the City of Sugar Hill, its officers, agents, and its contractors, from any and all claims, damages to property, and/or bodily injury which may result from or in connection with any of the operations carried on by the host, **and the City of Sugar Hill must be named as a Certificate Holder on the certificate** of insurance showing the following:

**City of Sugar Hill
5039 West Broad Street
Sugar Hill, GA, 30518**

The City of Sugar Hill must be named as Additional Insured on Certificate of Insurance. It must show event name, event date (which includes any additional dates for set-up and clean- up), and type of function. **A copy of insurance must be provided no later than the 30-day meeting.**

I understand that signing this makes me the responsible party for the information contained within the event policy and application, and that a certificate of insurance naming the City of Sugar Hill as an additionally insured party will be submitted to the City to finalize the approval process.

Print Name

Signature

Pricing and Requirements

| Venue | Rates |
|---------------|---|
| The Bowl | \$75 per hour |
| The Plaza | \$50 per hour (non-exclusive) \$100 per hour (exclusive) |
| The Promenade | \$40 per hour (non-exclusive) \$80 per hour (exclusive) |
| 5k | \$200 |
| 10k | \$250 |
| Bike | \$500 |

| Venue Requirements |
|--|
| <ul style="list-style-type: none"> <input type="checkbox"/> Certificate of liability insurance with the city listed as additionally insured: Single limit per occurrence \$1,000,000 <input type="checkbox"/> One police officer for every 200 people in attendance <input type="checkbox"/> Security for pedestrian safety <input type="checkbox"/> \$1,000 refundable damage deposit <input type="checkbox"/> Event layout <input type="checkbox"/> Alcohol permit (if applicable) <input type="checkbox"/> Safety plan <input type="checkbox"/> Impact letters sent out to the addresses provided (if applicable) |
| Race Requirements |
| <ul style="list-style-type: none"> <input type="checkbox"/> Certificate of liability insurance with the city listed as additionally insured: Single limit per occurrence \$1,000,000 <input type="checkbox"/> Race Route <input type="checkbox"/> Security for road closures <input type="checkbox"/> Road closure signs throughout downtown notifying residents up to one week before the event <input type="checkbox"/> Race coordinator credentials <input type="checkbox"/> Impact letters sent out to the addresses provide |

| Additional Fees | Rates |
|---|---|
| Dumpster | \$100 each |
| Staff <i>*rentals longer than 8 hours require an addition \$25 per hour for staffing or for specific safety needs additional staff fee may incur to the applicant*</i> | \$25/hour per staff member |
| Breaker trip | \$20 each |
| Splash pad off | \$500 |
| Road Closure | Temple: \$150 West Broad, Church Street, Level Creek: \$200 Per day of closure |
| Base PA System | \$500 |
| Concession Stand | \$700 |

INFORMATION BELOW IS REQUIRED FOR APPLICANT TO DISCLOSE

Checks should be made payable to the City of Sugar Hill (application fee and security deposit fee must be two separate certified checks, money orders, or cashier's checks.

I. Contact Information

Date: _____
Name: _____
Mailing Address: _____
City: _____ State: _____ Zip Code: _____
Phone: _____ E-mail: _____
Event Contact: _____ Event Day Phone: _____
Additional Contact: _____ Phone: _____

II. Event Information

Name of Hosting Applicant: _____
Name of Event: _____
Event Dates: _____
Event Hours: _____
Set-up Date(s) and Hour(s): _____
Breakdown Date(s) and Hour(s): _____
Non-Profit Tax-ID Number: _____
Event Description: _____

Estimated Attendance (each day if applicable): _____

BASED ON THE SUGAR HILL EVENTS POLICY, PLEASE INDICATE THE DETAILS OF YOUR EVENT IN THE SECTIONS BELOW.

Electricity: _____

Front of House: _____

Food: _____

Alcohol: _____

Sanitation: _____

Alterations: _____

Security/Safety: _____

Other: _____

STAFF USE ONLY

III. Terms of Approval

Date of Submission: _____

Approval Date: _____

Approval Signature: _____

City Staff: _____

Denial Date: _____

Denial Signature: _____

City Staff: _____

IV. Approval Timeline

30 Day-out Meeting date: _____

ITEMS REQUIRED

- 50% remaining deposit
- Refundable damages deposit check
- Proof of Insurance
- Event Layout
- Alcohol Permit (if applicable)

Follow-up items due by: **ITEMS REQUIRED** _____

- Safety Plan (fire, police, medical)
- Impact Letters sent out to addresses provided
- Non-refundable fees check (dumpster, staffing) Amount: _____

Additional fees:

- Dumpster: \$100.00/each
- Staff: \$25.00/hour
- Breaker trip: \$20.00/each
- Road Closure: \$100-\$200
- Additional damages: If your security deposit does not adequately cover the cost of damages incurred during the event time, the city will bill fees to the applicant.

V. Payment

Credit Card: Visa Master Card Discover American Express

Name on Card: _____

Card Number: _____ Expiration Date: _____

Billing Zip Code: _____ CVV#: _____ Signature: _____ Date: _____

ORDINANCE

The Mayor and City Council of the City of Sugar Hill, Georgia, hereby ordain that the Code of the City of Sugar Hill, Georgia and the City of Sugar Hill Noise Control Ordinance shall be amended as follows:

By repealing the previous Noise Control Ordinance and any amendments thereto and enacting the ordinance contained below as its replacement:

ARTICLE III.

NOISE CONTROL

Sec. 38-86. Definitions.

The following words, terms and phrases when used in this article shall have the meanings ascribed to them in this section unless the context clearly indicates otherwise. All terminology used herein and not defined shall be defined in accordance with the American National Standards Institute publication S.1.1.-1960 as revised in 1971 published by the American Standards Institute, 1930 Broadway, New York, NY 10018.

Alarm means any fire, burglary, motor vehicle or civil defense alarm, whistle or similar stationary emergency signaling device.

A-weighted sound pressure level means the sound pressure level as measured with a sound level meter using the A-weighted network. The standard notation is dB(A) or dBA.

Commercial area means an area as defined by the city zoning ordinance.

Construction means any site preparation, assembly, erection, substantial repair, alteration, demolition or similar action, for or of public or private rights-of-way, structures, utilities or similar property.

Domestic Power Tool means any mechanically powered saw, sander, drill, grinder, generator, lawnmower, hedge trimmer, edger, or any other similar tool or device (other than leaf blowers).

Emergency means any occurrence or set of circumstances involving actual or imminent physical trauma or property damage demanding immediate attention.

Emergency vehicle means a motor vehicle belonging to a fire department or an ambulance, or a motor vehicle belonging to a federal, state, county or municipal law enforcement agency; provided said vehicles are in use as an emergency vehicle by one authorized to use the vehicle for that purpose.

Emergency work means any work for the purpose of preventing or alleviating the physical trauma or property damage threatened or caused by an emergency.

Industrial area means an area as defined by the city zoning ordinance.

Land use category means the classification of an area, such as residential, multifamily dwelling, commercial, industrial, noise-sensitive area or public space, according to its use. Any area not otherwise classified shall be considered a commercial area. In case of multiple use, the more restrictive use category shall apply.

Multifamily dwelling means a building or other shelter that has been divided into separate units to house more than one family.

Noise-sensitive area means an area where a school, hospital, nursing home, church, court or public library is located.

Person means any individual, association, partnership or corporation, and includes any officer, employee, department, agency or instrumentality of the state or of the United States.

Powered model vehicle means any self-propelled airborne, waterborne, or landborne plane, vessel or vehicle which is not designed to carry persons, including but not limited to any model airplane, boat, car or rocket.

Public right-of-way means any street, avenue, boulevard, highway, sidewalk, alley or similar place normally accessible to the public which is owned or controlled by a governmental entity.

Public space means any real property or structures thereon owned by a governmental entity and normally accessible to the public, including, but not limited to, parks and other public recreational areas.

Real property line means a line along the surface, and its vertical plane extension which separates the real property owned, rented or leased by one person from that owned, rented or leased by another person, excluding intrabuilding real property division.

Residential area means an area as defined in the city zoning ordinance.

Sound level means the A-weighted sound pressure level obtained by use of a sound level meter as specified in American National Standards Institute specifications for sound level meters (ANSI SI. 4-1971, as amended).

(Code 1988, § 12-91; Ord. of 12-11-1989, § 1)

Sec. 38-87. Excessive noise prohibited.

No person shall make, continue or cause to be made or continued any loud, unnecessary or excessive noise which unreasonably interferes with the comfort and repose of others within the jurisdiction of the city.

(Code 1988, § 12-92; Ord. of 12-11-1989, § 2)

Sec. 38-88. Maximum permissible sound levels.

- (a) No person shall operate, suffer, allow or permit any source of sound from any location in such a manner as to create a sound level which exceeds the limits set forth in Table 1 for the receiving land use category more than ten percent of any measurement period, which period shall not be less than ten minutes. Sound levels in excess of those established for the land use districts of the city, in times herewith listed, shall constitute prima facie evidence that such sound is excessive and unnecessary noise.
- (b) For any source of sound, the sound level shall not exceed the maximum permissible sound level limit set forth in Table 1 by 15 dB(A) for all land use categories.
- (c) When a source of sound can be identified and its sound measured in more than one land use district, the sound level limits of the most restrictive land use district shall apply.

Table 1

| Land Use Category | Time | Sound Level Limit (dB(A)) |
|--|-----------------------|---------------------------|
| Residential, noise-sensitive area or public space. | 7:01 a.m. - 9:00 p.m. | 60 |
| | 9:01 p.m. - 7:00 a.m. | 55 |
| Commercial. | At all times | 65 |
| Industrial. | At all times | 75 |

(Code 1988, § 12-93; Ord. of 12-11-1989, § 3, Amd. of 4-10-06)

Sec. 38-89. Exemptions to sound limits.

The following are exempt from the sound level limits of Table 1;

- (a) Domestic power tools, lawn mowers and agricultural equipment, when operated with a muffler, between the hours of 7:00 a.m. and 7:00 p.m. on weekdays and 9:00 a.m. and 9:00 p.m. on weekends and holidays.
- (b) Sound from public safety vehicles, emergency signaling devices, or authorized public safety personnel for the purpose of alerting persons to the existence of an emergency;

- (c) Any sound resulting from activities of a temporary duration, for which a special permit has been granted pursuant to this article, and which conforms to the conditions and limits stated thereon.
- (d) Unamplified bells, chimes or carillons while being used in conjunction with religious services.
- (e) Sound from construction activity, except within 500 feet of a residential or noise sensitive area after 7:00 p.m. Sunday through Thursday; after 9:00 p.m. Friday, Saturday and the day prior to a holiday; before 7:00 a.m. Monday through Friday; and before 9:00 a.m. Saturday, Sunday and holidays.
- (f) Emergency construction activity.
- (g) Sound from municipally sponsored or approved celebrations or events.
- (h) Excavation, demolition, or construction necessary to repair public facilities, infrastructure or utilities by or on behalf of a municipality, county or state government.
- (i) Sound from an exterior alarm of any building, provided such alarm shall terminate its operation within five (5) minutes of its activation if the sound is uninterrupted or ten (10) minutes if intermittent;
- (i) The generation of sound in situations within the jurisdiction of the Federal Occupational Safety and Health Administration;
- (k) Sound from any practice or performance sponsored by or associated with the educational process administered by a recognized institution of learning, including, but not limited to band, choir, and orchestral performances; and
- (l) Sound from activities of an organized sports league.

(Code 1988, § 12-94; Ord. of 12-11-1989, § 4)

Sec. 38-90. Specific prohibitions.

In addition to the general prohibitions set out above, the following specific acts are declared to be in violation of this article:

- (1) *Horns, signaling devices.* The sounding of any horn or signaling device on any motor vehicle or any street or public place in the city continuously and/or incessantly for a period in excess of 60 seconds, except as a danger warning.

- (2) *Radios, televisions, musical instruments and similar devices.*
- a. The operating or playing of any radio, musical instrument or similar device which produces or reproduces sound on the public rights-of-way in such a manner as to be plainly audible to any person other than the operator of the device.
 - b. The operating or playing of any radio, television, phonograph, musical instrument or similar device which produces or reproduces sound in a motor vehicle or public park in a manner as to be plainly audible at a distance of 50 feet.
 - c. The operating or playing of any radio, television, phonograph, musical instrument or similar device which produces or reproduces sound in such a manner as to exceed the levels set forth in Table 1 for the land use category.
- (3) *Loudspeakers and sound amplifiers.* The using or operation of any loudspeaker, loud-speaker system, sound amplifier or other similar device between the hours of 7:00 p.m. and 7:00 a.m. on weekdays, and 9:00 p.m. and 9:00 a.m. on weekends and holidays, within or adjacent to residential or noise-sensitive areas such that the sound therefrom is plainly audible across the real property line of the source; provided, however, that this shall not apply to any public performance, gathering or parade from which a permit has been obtained from the city.
- (4) *Animals.* The owning, possessing or harboring of any animal which frequently, or for continued duration, howls, barks, meows, squawks or makes other sounds which create excessive and unnecessary noise across a residential or commercial real property line or within a noise-sensitive area. For the purpose of this subsection, excessive and unnecessary noise shall mean an animal that makes such noise, bays, cries, howls or makes any other noise continuously and or incessantly for a period of ten minutes, or intermittently for one - half hour or more to the disturbance of any person at any time of day or night, regardless of whether the animal is physically situated in or upon private property; provided, however, that a dog shall not be deemed making an excessive and unnecessary noise if, at the time the dog is barking or making any other noise, a person is trespassing or threatening to trespass upon property in or upon which the dog is situated.
- (5) *Powered model vehicles.* The operating of, or permitting the operation of, powered model vehicles between the hours of 7:00 p.m. and 7:00 a.m. on weekdays and 9:00 p.m. and 9:00 a.m. on weekends and holidays.
- (6) The collection of trash or refuse within 100' of a residential area is prohibited between the hours of 7:00 p.m. and 7:00 a.m.

(Code 1988, § 12-95; Ord. of 12-11-1989, § 5)

Sec. 38-91. Procedures for the determination of sound levels.

- (a) Insofar as practicable, sound will be measured while the source under investigation is operating at normal, routine conditions and, as necessary, at other conditions, including but not limited to, design, maximum and fluctuating rates. All noise measurements shall be made at or within the property line of the impacted site, unless otherwise directed in this article. When instrumentation cannot be placed at or within the property line, the measurement shall be made as close thereto as is reasonable. For the purposes of this article, noise measurements are measured on the A-weighted sound scale, as applicable, of a sound level meter of standard design and quality having characteristics established by ANSI.
- (b) Measurements shall be taken by code enforcement officers appropriately trained in the use of a sound level meter.

Sec. 38.92. - Enforcement procedures; miscellaneous.

- (a) Except as provided in subsection (b) of this section, the City may prosecute noise related violations by issuance of a City ordinance citation, in which case, the penalty for a violation shall be as set forth in section 7.13 of the Code. In addition to issuing a fine as provided in section 7.13, or in lieu thereof, the municipal court judge may issue an order requiring immediate abatement of any sound source alleged to be in violation of this section.
- (b) Whenever any City resident shall complain to the City that a dog which habitually barks, howls or yelps, or a cat which habitually cries or howls, is being kept by any person in the City, a City code enforcement officer, prior to the issuance of a citation, shall notify the owner of such dog or cat that a complaint has been received. If the notice given to the owner alleged to be keeping a dog or a cat in violation of this article is ineffective, then the City shall issue a formal warning to the owner of such dog or cat that the owner shall take whatever steps necessary to alleviate the barking, howling, yelping or crying. If the warning given to the owner is ineffective, a citation shall be issued to the owner of the dog or cat.
- (c) No provision of this section shall be construed to impair any common law or statutory cause of action, or legal remedy therefore, of any person for injury or damage arising from any violation of this section or from other law.

Sec. 38-93. Penalty for violation of article.

Any person who violates any provision of this article shall be guilty of a misdemeanor. (Code 1988, § 12-96; Ord. of 12-11-1989, § 6)

Sec. 38-94. Responsibility for enforcement of article.

The city manager or his designee shall have the responsibility for the enforcement of this article.
(Code 1988, § 12-97; Ord. of 12-11-1989, § 8)

Secs. 38-95.--38-150. Reserved.

IT IS FURTHER ORDAINED that the effective date of this ordinance shall be the date of adoption by the Mayor and Council of the City of Sugar Hill.

IT IS SO ORDAINED this 11 day of September, 2015.

[Signature]
Council Member - Brandon Hembree

[Signature]
Council Member - Marc Cohen

[Signature]
Council Member - Susie Gajewski

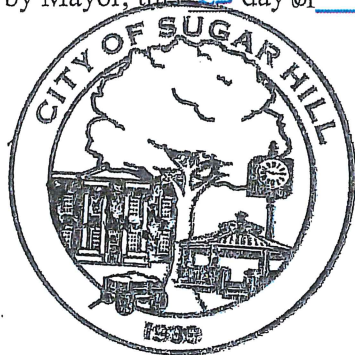
[Signature]
Council Member - Curtis Northrup

[Signature]
Council Member - Mike Sullivan

ATTEST:

[Signature]
City Clerk, Jane Whittington

Approved by Mayor, this 23 day of September, 2015.



[Signature]
Mayor Steve Edwards

ORDINANCE TO AMEND ALCOHOLIC BEVERAGE CODE

The Mayor and City Council of the City of Sugar Hill, Georgia, hereby ordain that Chapter 6 Alcoholic Beverages of the Code of the City of Sugar Hill, Georgia, shall be amended as follows:

Amend Section 6-178 (Definitions) by deleting the definition of the term "Restaurant" and replacing it with a new definition which shall appear and read as follows:

Restaurant means a public place kept, used, maintained, advertised and held out to the public as a place where meals are served and where meals are actually and regularly served, without sleeping accommodations. Said restaurant shall have adequate and sanitary kitchen and dining room equipment and facilities and a seating capacity of at least 25 people. Said restaurant shall employ sufficient number and kind of employees to prepare, cook, and serve suitable food for its guests. At least one meal per day shall be served at least six days per week, with the exception of holidays, vacations, and periods of redecorating. The serving of meals shall be the principal business conducted. The business shall derive at least fifty percent (50%) if its total gross sales from the sale of prepared food or meals.

Amend Section 6-300 (Issuance of licenses limited to designated area) by deleting said section in its entirety and replacing it with the following:

Sec. 6-300. Issuance of licenses limited to designated area.

No license permitting the sale of malt beverages and wine for consumption on the premises shall be granted to any applicant hereunder unless the proposed premises for the sale of malt beverages and wine for consumption on the premises is a restaurant, event facility, or hotel and is located in the appropriate zoning district permitting such use as provided by the zoning ordinance of the City. Permissible zoning districts are: BG, HSB, and other zoning districts as allowed in the area designated as the CBD Overlay.

Amend Section 6-306 (Alcoholic beverages in public places) by deleting said section in its entirety and replacing it with the following:

Sec. 6-306. Alcoholic beverages in public places.

(a) It shall be unlawful for any person to consume any alcoholic beverage while in or upon public streets, alleys, thoroughfare, sidewalks, parking lots, or other public ways except as allowed in this paragraph.

(b) No person shall be in possession of any glass, can, or open container containing an alcoholic beverage on any thoroughfare, street, alley, parking lot, or any other public ways except as allowed in this paragraph.

(c) No person, firm or corporation licensed to sell alcoholic beverages shall permit any person to remove any alcoholic beverage from such premises except as allowed in this paragraph.

(d) No person shall have in his possession an open container containing an alcoholic beverage while within or on a motor vehicle, including motorcycles.

(e) A person may remove a malt beverage or wine purchased from an establishment licensed for consumption on the premises and possess and consume said malt beverage or wine subject for the following requirements:

(1) The malt beverage or wine shall be purchased from an establishment licensed for consumption on the premises;

(2) The beverage shall be in a shatterproof or plastic cup no larger than sixteen (16) ounces;

(3) Only one drink at a time per person may be carried out of an establishment;

(4) The hours of open carry under this paragraph shall be Monday through Sunday from 11 a.m. until 11:59 p.m.

(5) The beverage cannot be carried into an establishment that does not serve alcohol; and

(6) The area in which this subsection applies shall be known as the Downtown Entertainment District. The Downtown Entertainment District shall be established by a map adopted by resolution of the City Council and shall be maintained in the office of the City Clerk. If no such resolution and map has been adopted or if such resolution and map are repealed, there shall be no area in the city to which this subsection applies.

Amend Section 6-362 (Definitions) by deleting the definition of the term "Restaurant" and replacing it with a new definition which shall appear and read as follows:

Restaurant means a public place kept, used, maintained, advertised and held out to the public as a place where meals are served and where meals are actually and regularly served, without sleeping accommodations. Said restaurant shall have adequate and sanitary kitchen and dining room equipment and facilities and a seating capacity of at least 25 people. Said restaurant shall employ sufficient number and kind of employees to prepare, cook, and serve suitable food for its guests. At least one meal per day shall be served at least six days per week, with the exception of holidays, vacations, and periods of redecorating. The serving of meals shall be the principal

business conducted. The business shall derive at least fifty percent (50%) if its total gross sales from the sale of prepared food or meals.

Amend Section 6-401 (Issuance of licenses limited to designated area) by deleting said section in its entirety and replacing it with the following:

Sec. 6-401. Issuance of licenses limited to designated area.

No license permitting the sale of spirituous liquor for consumption on the premises shall be granted to any applicant hereunder unless the proposed premises for the sale of spirituous liquor for consumption on the premises is a restaurant, event facility, or hotel and is located in the appropriate zoning district permitting such use as provided by the zoning ordinance of the City. Permissible zoning districts are: BG, HSB, and other zoning districts as allowed in the area designated as the CBD Overlay.

Amend Section 6-456 (Alcoholic beverages in public places) by deleting said section in its entirety and replacing it with the following:

Sec. 6-456. Alcoholic beverages in public places.

(a) It shall be unlawful for any person to consume any alcoholic beverage while in or upon public streets, alleys, thoroughfare, sidewalks, parking lots, or other public ways except as allowed in this paragraph.

(b) No person shall be in possession of any glass, can, or open container containing an alcoholic beverage on any thoroughfare, street, alley, parking lot, or any other public ways except as allowed in this paragraph.

(c) No person, firm or corporation licensed to sell alcoholic beverages shall permit any person to remove any alcoholic beverage from such premises except as allowed in this paragraph.

(d) No person shall have in his possession an open container containing an alcoholic beverage while within or on a motor vehicle, including motorcycles.

(e) A person may remove a mixed drink containing spirituous liquor purchased from an establishment licensed for consumption on the premises and possess and consume said drink subject for the following requirements:

(1) The drink containing spirituous liquor shall be purchased from an establishment licensed for consumption on the premises;

(2) The beverage shall be in a shatterproof or plastic cup no larger than sixteen (16) ounces;

(3) Only one drink at a time per person may be carried out of an establishment;

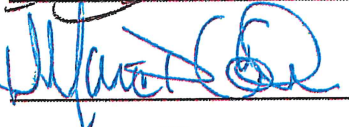
(4) The hours of open carry under this paragraph shall be Monday through Sunday from 11 a.m. until 11:59 p.m.

(5) The beverage cannot be carried into an establishment that does not serve alcohol; and

(6) The area in which this subsection applies shall be known as the Downtown Entertainment District. The Downtown Entertainment District shall be established by a map adopted by resolution of the City Council and shall be maintained in the office of the City Clerk. If no such resolution and map has been adopted or if such resolution and map are repealed, there shall be no area in the city to which this subsection applies.

IT IS SO ORDAINED that all provisions of the Sugar Hill Alcoholic Beverages Code not specifically amended herein shall remain in full force and effect.

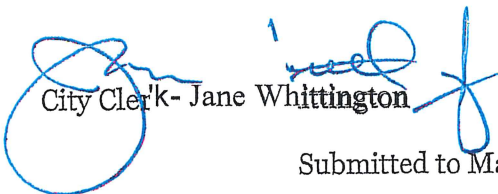
IT IS SO ORDAINED tb:fs day of May, 2018.

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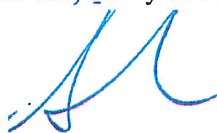
This voting in opposition:

ATTEST:

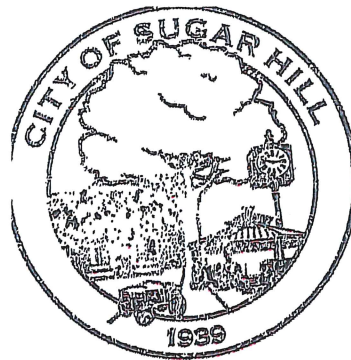

City Clerk- Jane Whittington

Submitted to Mayor:

Approved by Mayor, this 1st day of May, 2018.



Mayor - Steve Edwards



RESOLUTION TO SET BOUNDARIES OF
DOWNTOWN ENTERTAINMENT DISTRICT

WHEREAS the City of Sugar Hill, Georgia is authorized by Georgia law to regulate the sale and possession of alcoholic beverages within its corporate boundaries;

WHEREAS the governing authority of the City of Sugar Hill, Georgia has adopted an ordinance permitting the possession of alcoholic beverages in public places within the Downtown Entertainment District subject to certain rules and restrictions;

WHEREAS the Alcoholic Beverage Code for the City of Sugar Hill, Georgia permits the governing authority to set the boundaries of said Downtown Entertainment District by adopting a map by Resolution (See Sections 6-306 and 6-456 of the Code of the City of Sugar Hill, Georgia); and

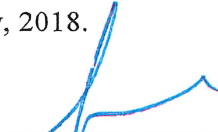
WHEREAS the governing authority of the City of Sugar Hill, Georgia desires to establish the boundaries and limits of said Downtown Entertainment District by adopting this Resolution and the map attached hereto.

NOW THEREFORE, the governing authority of the City of Sugar Hill, Georgia hereby resolves to establish the boundaries of the Downtown Entertainment District as follows:

- (A) The map attached hereto, labeled Downtown Entertainment District and dated May 14, 2018 is adopted as the Downtown Entertainment District.

IT IS SO RESOLVED that this map shall be maintained on file in the Office of the City Clerk and shall be available to the public and provided to all establishments licensed to sale alcoholic beverages for consumption on the premises within the Downtown Entertainment District.

IT IS SO RESOLVED this 14th day of May, 2018.

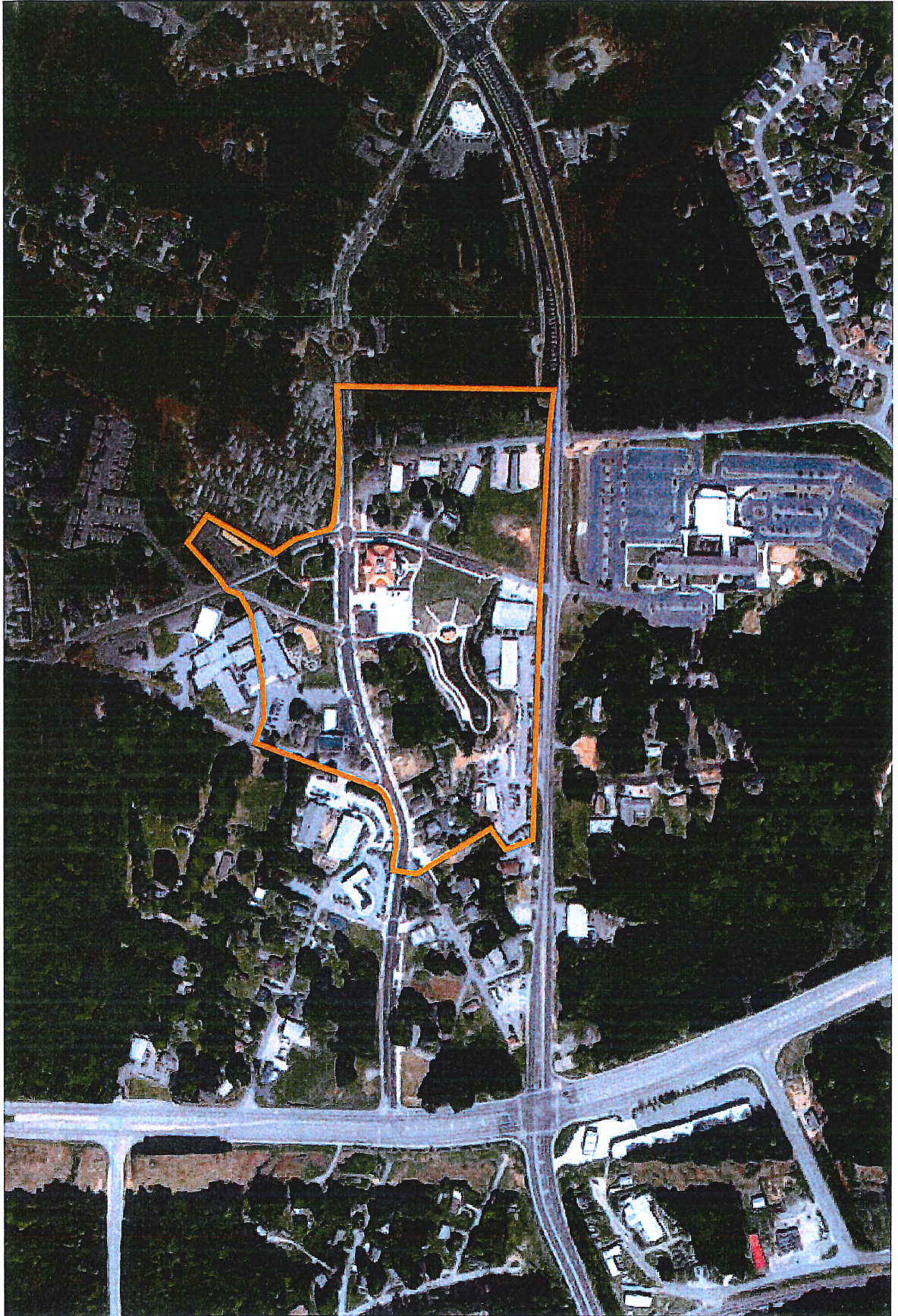


Steve Edwards, Mayor

Attest:



Jane Whittington, City Clerk



ORDINANCE TO AMEND ALCOHOLIC BEVERAGE CODE

The Mayor and Council of the City of Sugar Hill, Georgia, hereby ordain that Chapter 6 of the Alcoholic Beverage Code of the City of Sugar Hill, Georgia shall be amended as follows:

By adding a new section entitled Alcoholic beverage caterers to be numbered Section 6-308, which shall read as follows:

Sec. 6-308. Alcoholic beverage caterers.

The City Clerk shall be authorized to issue licenses for alcoholic beverage caterers to serve, sale, or dispense malt beverages and/or wine for consumption at an authorized catered function as allow by and subject to the requirements and restrictions of Section 6-464.

By adding a new section entitled Alcoholic beverage caterers to be numbered Section 6-464, which shall read as follows:

Sec. 6-464. Alcoholic beverage caterers.

(a) Definitions.

(1) *Authorized catered function.* An event at a location not otherwise licensed for consumption of alcoholic beverages by the drink at which alcoholic beverages are furnished, sold, or to persons present at the event, by the drink, pursuant to a permit obtained under this section.

(2) *Alcoholic beverage caterer.* Any person licensed for the sale of alcoholic beverages by the State of Georgia and who possesses a license by a local government in the State of Georgia authorizing such person to sell or dispense alcoholic beverages by the drink in connection with an authorized catered function.

(b) *License requirements and restrictions.* The City Clerk or his/her designee may issue an alcoholic beverage license for the service of malt beverages, beer, wine and/or spiritous liquor sales at catered functions as follows:

(1) Licenses may be obtained for the purpose of selling or dispensing alcoholic beverages by the drink on premises at which authorized catered functions are to be held.

a. Such licenses may be obtained only by those persons, firms, or corporations with a valid local beverage alcohol license and a valid state retail dealer license.

b. Such licenses shall only authorize the caterer to sell those alcoholic beverages for which he/ she is licensed.

(2) Before a licensed alcoholic beverage caterer may sell or dispense alcoholic beverages at any authorized catered function, such caterer shall obtain a permit from the City Clerk or designee at least ten working days prior to the event.

a. The application for a permit shall include the name of the alcoholic beverage caterer, the caterer's license number, and the date, address and time of the event.

b. No permit fee shall be charged for the alcoholic beverage caterers licensed by the city.

c. For caterers licensed by jurisdictions other than the city, a permit fee of \$50.00 per event shall be charged.

d. The permit shall be good for the specific event at the specific address and times set forth in the application.

e. As a condition of the permit, alcoholic beverage caterers licensed by jurisdictions other than the city shall be provided a copy of the city's alcoholic beverages ordinances.

f. The permit and a copy of the state license shall be kept in the vehicle used to transport alcoholic beverages to the event at all times during which the permit is in effect.

g. Caterers licensed by the city or any other jurisdiction shall maintain records of alcoholic beverages transported for each event as may be required by state law.

(3) The hours and days of sale or distribution of alcoholic beverages under this section shall be the same as section 6-303 and 6-449, as applicable.

(4) No licensed alcoholic beverage caterer shall employ any person under 21 years of age to dispense, serve, sell or handle alcoholic beverages at authorized catered functions.

(5) Excise taxes are imposed upon alcoholic beverage caterers and shall be paid as required by this chapter and Georgia law.

(6) Except as set forth above in the section, the licensee shall comply with all other provisions set forth in this chapter and shall be subject to the restrictions found in O.C.G.A. Section 3-11-4.

It is so Ordained this 13th day of May, 2019.

Those voting in favor:

[Signature]
[Signature]
Brian D. Johnson
Myra D. Cohen
Jesse Walker

Those voting in opposition:

Date Submitted to Mayor:

4/13/19
 4/13/19
 4/13/19

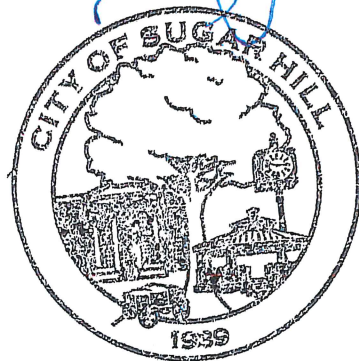
Date Approved by Mayor:

J

ATTEST:

[Signature]
 Jane Whittington, City Clerk

Steve Edwards, Mayor





5029 West Broad Street / Sugar Hill / Georgia 30518

While the eagle generally takes on significance to many for different reasons and holds its meaning in the higher echelons of symbology; Our Eagle Theatre's name finds its inspiration from the historic elementary school mascot formerly across the street from Sugar Hill's 406-seat performing arts facility. The facility was designed as a multi-purpose building to house traveling shows, community performances, concerts and even the occasional movie. The house is outfitted with state-of-the-art sound and lighting equipment and can host a variety of live productions. The facility is owned by the Sugar Hill Downtown Development Authority (DDA) and operated by contract with the City of Sugar Hill (City).

Rates, Fees and Vendor Contact Information

Building Rental Rates

| Hourly: up to 6 hrs. (M) | Daily: Weekday (M-Th) | Daily: Weekend Day (F, S, Sun) | Full Weekend (F-Sun) | Full Week (M-Sun) |
|---|--------------------------|-----------------------------------|-------------------------|----------------------|
| \$150/hr. | \$1,000* | \$1,500* | \$4,500* | \$6,500* |
| *Non-profit rates available - Tax ID required | | | | |

Production Fees

All Production needs to be done through our preferred vendor, The Show Business. Pricing will vary. Contact Steven Shelton at steven@theshowbusiness.com. All fees must be **paid in full 30 days prior to the event date, no exceptions.** Failure to pay either the rental or production fees in full prior to the event will result in either cancellation of the event or a late fee.

Optional Additions

Rental of the lettered part of the Eagle Theatre marquee is available for \$50.00 per hour the letters are on the marquee.

If your event is ticketed you are welcome to, but certainly not required to use the same ticketing company as the Eagle Theatre. The Eagle Theatre uses Big Tickets. To set-up an account with Big Tickets please reach out to support@bigtickets.com and let them know you are renting the Eagle Theatre and need to be added as a subaccount.

Operating Regulations, Policies and Lessee Information

INTRODUCTION

General operating policies and procedures have been established to ensure Eagle Theatre, its personnel, licensees and related service industries are working in a safe, efficient, and orderly manner. These policies and procedures should serve as a guideline for all concerned and will be enforced by the DDA, Eagle Theatre management and the City of Sugar Hill. Any request variations or exceptions should be submitted in writing and approved by the management.

RENTALS

1. Contracts for the use of the Eagle Theatre shall be issued in print form only. NO verbal agreements shall be binding upon either party. The Rental Agreement must be completed and signed by Eagle Theatre Staff and the person(s) who is legally responsible and financially responsible for the event.

2. The rental of the facility includes **14 hours**, including load-in and out time. It is \$50 for each additional hour over fourteen. Hours will be provided to Eagle Theatre staff **no less than 60 days out** from your rental via the provided Building Hours Sheet. Rates are based on a "four walls" policy and include front of house janitorial service, heat/air conditioning, basic lighting and water. If the event goes beyond midnight, a rental overtime charge of \$100 per hour will be assessed.
3. In order to reserve a date at the Eagle Theatre, a **50% nonrefundable deposit and signed rental agreement are due immediately**. A date is not considered confirmed until the Lessee has submitted the required deposit and signed contract to the Eagle Theatre office. **The balance of the rental is due (60) days prior to the event date**. An additional deposit may be required for anticipated advance expenditures. The balance of the rental fee and any additional expenses (i.e. clean up, damage and security deposit) is due (60) days prior to the event date. Failure to do so could cancel the event date. **The lessee must not wait until the event date to pay rental fees, no exception**. All Lessees are required to have insurance. Public liability insurance in the amount of \$1,000,000 for injuries sustained by one person, \$3,000,000 for injuries to two or more persons and \$1,000,000 for property damage coverage for each occurrence, naming the City of Sugar Hill, a municipal corporation, and the DDA as additional insured must be provided by the Lessee. **A certificate of insurance is due to the Eagle Theatre no less than 60 days prior to the start of your rental.**

Initial _____

4. A \$500 refundable security deposit is required to be paid by the Lessee in addition to the rental fees. The security deposit can be refunded to the Lessee after the event date if the Theatre is not damaged and is left in clean and reasonable order. If security of Eagle Theatre and its patrons are breached in such a way that law enforcement is called to retain order, or for any reason pertaining to civil matters the entire amount of the security deposit will be forfeited by the lessee.
5. Eagle Theatre books on a first-come, first-served basis and is not responsible for the rollover of any events that are held annually. It is the responsibility of the person/organization responsible for the event to reserve dates and follow the policies for Theatre rental.
6. Eagle Theatre will assign a designated representative to open and close the facility for each event. The Eagle representative is the exclusive liaison between the Lessee and the Manager. All problems during the Lessee's occupancy must be directed to him/her. Eagle Theatre personnel are on site to supervise the use of the facility and to manage any facility issues that arise and will not be responsible for the load-in or load-out of a performance.
7. Parking is available, but not guaranteed in the general area of Eagle Theatre.
8. The approved methods of payment for all related expenses for event dates are as follows: Check, Cashier's Check / Money Order, All Major Credit Cards.
9. All Lessees are beholden to the above policies as it applies to their rental of the Eagle Theatre space. They further acknowledge that the City of Sugar Hill has the right to refuse or cancel any event at the discretion of the theatre manager or city management.

I have read and understand the rentals policies. _____

LESSEE RESPONSIBILITIES

1. One performance shall not exceed a maximum period of fourteen (14) hours, ending no later than 12:00 am (Midnight). Failure to do so can result in a late fee, confiscation of the security deposit or cancellation of the event.
2. It is the responsibility of the Lessee to inform Eagle Theatre the full nature of the event for which the Eagle will be used. The event must be approved prior to accepting a booking date. The Lessee is also required to fill out and turn in the Event Information form to appropriate staff no less than 14 days after the acceptance of their application unless otherwise agreed upon in writing.
3. The Lessee is responsible for the actions of performers and patrons while using Eagle Theatre during all rehearsals and event dates. **Children under the age of 18 are always to be supervised and are not allowed in areas above the main floor or unattended in the backstage area. NO EXCEPTIONS**
4. Lessee is required to provide the Eagle Theatre with the precise times they are expecting to be in the space. A building hours sheet will be provided to the lessee and must be given to the Eagle Theatre **no less than 60 days out from your event.**
5. Eagle Theatre reserves the right to require past performance references and reserves the right to use this information in leasing consideration.
6. Rehearsals include the use of the stage area **ONLY**. Children under the age of 18 are not allowed in the lobby during rehearsal. Cast, Crew and other personnel are required to use the stage door entrance. This door will be unlocked at the agreed upon hours provided by the Building Hours Sheet (see above). As a rule the upper lobby doors will not be unlocked during your rehearsal period unless otherwise agreed upon in writing prior to your load-in date.
7. Scripted gestures, language, and conduct of an obscene nature will not be allowed and is the responsibility of the Lessee to control such behavior during the lease period/event.
8. Eagle Theatre does not accept responsibility for ticket sales, revenue collections, applicable sales tax, unless Lessee enters into a formal Ticket Sales Agreement with Eagle Theatre. The Lessee, if he/she chooses, may have use of the Eagle Theatre box office to sell tickets in advance at no extra cost, but must make prior arrangements to do so.
9. Eagle Theatre does not accept responsibility for advertising of events. Basic information will be provided to the media at no-cost and upon inquiries. Eagle Theatre requests that the Lessee provide an electronic version of all advertisement including flyers and posters. Eagle Theatre will post visual advertisements by the Lessee at the Theatre prior to an event.
10. LED Marquee advertising is the sole responsibility and discretion of Eagle Theatre and is provided in consecutive order of events and in accordance with facility lease. Dimensions for the marquee are 608x128 pixels
11. Eagle Theatre reserves the right to conduct background checks on potential Lessees.
12. Lessee waives and releases all legal claims against the Eagle Theatre and the City of Sugar Hill related in any way to this rental. Lessee Agrees to indemnify and hold the Eagle Theatre and the City of Sugar Hill harmless from all legal claims that may arise from this rental, including but not limited to claims for: 1) loss of personal property, 2) damage to personal property, or 3) personal injury of Lessee, Lessee's guests employees or agents, or any third party.

13. Lessees are required to remove all property from the premises immediately following the event unless arrangements have been made with the Technical Director for removal at another time. There are not exceptions to this rule. The Eagle Theatre will not ensure the safety of any property left in the building after an event. Property not collected within ten (10) days will be disposed of as necessary.
14. All ticket-takers, ushers, box office cashiers, doormen, promotional duties, catering, decoration, etc. are the responsibility of the lessee.

I have read and understand lessee responsibilities. _____

EQUIPMENT

1. General use of Theatre equipment by the Lessee is included in the base rental and use must be indicated on the contract. Batteries are not provided for wireless microphones or any other equipment. The Lessee will be required to approve and sign an equipment list at the start and end of their rental.
2. Additional equipment needed (i.e. sound and/or lighting specialties, risers, tables/chairs, etc.) must be provided at the expense of the Lessee and installation must be pre-approved by Eagle Theatre staff.
3. The operation of the Eagle Theatre sound and lighting equipment requires an approved sound/lighting technician- NO EXCEPTIONS. Rates will be determined by the technician and are at the expense of the Lessee.
4. Lessees cannot operate sound or lighting, nor designate anyone to do so or remove/change any equipment or lighting fixtures. Only theatre-approved sound and lighting technicians are allowed upstairs.
5. Any programming of the board necessary for a production must be approved in writing by designated personnel, and Lessee is responsible to assure that all such programming be removed, and board returned to the original settings of Eagle Theatre. If equipment is not returned to original positions and operating condition, the Lessee will be responsible for all cost associated with resetting the board to original settings and returning equipment to original positions and focus. The Lessee will be notified of the oversight and billed all cost associated with the work and collection fees.
6. Sound and/or Lighting Equipment may only be moved or relocated by designated personnel and the Lessee is responsible for cost of assuring the equipment is returned to its designated position and reconnected to the circuits to which they were originally cabled.
7. Lessee is responsible for hiring a Licensed Electrician to tap into panels for additional power requirements. This will require prior written approval from the Eagle Theatre Staff. Power is to be removed immediately after the performance unless prior written approval is granted by the Eagle Theatre Staff.
8. Tables, chairs, and stanchions are limited in number and must be used inside but, are available upon request for an additional cost.

I have read and understand the equipment policies. _____

GENERAL BUILDING POLICIES

1. Eagle Theatre manages and operates the concession area. No other concessions are permitted into the building and/or sold by lessee, performer, or any other party. City ordinance regulates alcoholic beverage sales and consumption in any form in or around the premises. While inside The Eagle, all alcoholic beverages must be purchased from the City.
2. Eagle Theatre is a NON-SMOKING facility. It is a responsibility of the Lessee to enforce this policy.
3. Fog machine use must be approved prior to the event due to its potential to set off the fire alarm. If approved, a "Material Safety Data" sheet is needed to confirm that information.

Initial _____

4. Animals and pets are NOT permitted in the building except in conjunction with an approved performance legitimately requiring use of animals. EXCEPTION: SERVICE ANIMALS.
5. Decorations must not be attached to any surface without prior approval. Absolutely no props / set decorations are to be hung from stage drapes. NO EXCEPTIONS.
6. Eagle Theatre permanent graphics, signs or displays may not be visibly blocked in any manner nor may temporary signs and decorations be attached to permanent building graphics including portraits. Banners, overhead signs and special decorations may not be hung from the Theatre ceiling or walls without prior approval.
7. Do not drag any item across the stage floor. This includes equipment, instruments, props, sets, etc. Such items must be picked up and put in place or rolled via casters. The floor cannot be marked in any fashion such as duct tape or the like. The Lessee is responsible for providing specialized stage tape (i.e. high-quality gaffers tape, spike tape, and glow tape) and this will be the only approved item to be used. (If used it is the responsibility of the Lessee to remove it immediately after the event. Contact Eagle Theatre personnel if you need to use it. Failure to do so constitutes damage to the facility.)

Initial _____

8. Damage to Eagle Theatre's property and/or equipment shall be the responsibility of the Lessee and/or the person or organization causing such damage. Event management is invited to inspect areas prior to Load-In. Damages should be reported immediately to Eagle Theatre/DDA personnel.
9. House Lighting, ventilation, heat or air conditioning will be provided as required during opening show times. Energy conservation is of primary concern and minimal light and comfort levels will be maintained during Load-In and Load-Out.
10. Lessees, performers, and patrons are restricted to lower & main floor areas. Only sound and lighting technicians, maintenance workers and Eagle Theatre/ DDA personnel are allowed in "Authorized Personnel" areas.
11. No equipment, props, etc. can be left on the stage or in the loading/ unloading area. Eagle Theatre accepts very little "donated props" due to limited storage space. Such intentions would have to be approved by Eagle Theatre Staff prior to any action.
12. No "on-site" construction will be allowed.
13. Due to the theatre's historic overlay, a sound reproduction limit of 100db is enforced. No exceptions.

I have read and understand the general building policies. _____

SAFETY POLICIES

1. Lessee must provide the Eagle Theatre with a safety and security plan no less than 30 days out from the event. This security plan must detail the number of volunteers, as well as any other safety features the Eagle Theatre Staff deems necessary.

Initial _____
2. Lessee is responsible for complete security within the Theatre, lobby, parking lot and all other areas specifically leased from the time initial occupancy until completion of load out. Lessee must not leave the facility until all patrons, performers etc. have departed and **the on-duty Theatre personnel have given approval**. Any and all security breach incidents that occur endanger the Lessee's ability to lease Eagle Theatre for future events, regardless if security is present. Such security, when required will be at the expense of the Lessee.
3. Eagle Theatre reserves the right to determine when additional security (in the form of uniformed, off-duty police and/or deputy officers) is required. Eagle Theatre must be informed of and approve all security arrangements. Security officer's acceptance of working the event must be in writing complete with a telephone number where he/she can be easily reached.
4. Eagle Theatre areas identified as "Authorized Personnel Only" are restricted to permanent Theatre Sugar Hill Employees.
5. Exit doors are not to be propped open at any time.
6. Abusive language, threats, assault, vandalism, theft, bullying and all other inappropriate actions will result in immediate removal from the premises and prosecution if appropriate.
7. No soliciting is permitted in or around Eagle Theatre.
8. Safety of all occupants of Eagle Theatre is of utmost concern. Any and all unsafe conditions or activities will be brought to the attention of the responsible parties and corrective measures are to be made immediately for the event to continue.
9. The Eagle Theatre has a separate pyro policy. If the Lessee wishes to use pyro in their show, they will need approval from Eagle Theatre staff in writing.
10. Absolutely no drinking of alcoholic beverages is allowed, nor is anyone under the influence of alcohol or controlled substances allowed to work in the Loading Dock.
11. Event management and all involved parties must comply with all Federal, State and Municipal fire codes which apply to places of public assembly. Sections of the Life Safety Code Book which are pertinent to places of public assembly shall be considered a part of all Lessees, whether specifically referenced or not.
12. All materials that are not a part of the facility such as drapes, curtains, carpet or any materials used in performances must be flame retardant. All such materials are subject to inspection and flame testing by the Fire Marshal.

I have read and understand the security policies. _____

RULES DURING RESIDENCE

The following rules are strictly enforced:

- a) During residence, the lessee shall be responsible for any damages to or any loss of Eagle Theatre equipment, furnishings, or fixtures. Please do not move any furniture or attach any signs or decorations to ANY part of the building without approval from the theatre's Technical Director.
- b) No glass containers of any kind in the auditorium without prior approval.
- c) No helium-filled balloons.
- d) No confetti.
- e) During rehearsals no food or open containers are allowed inside the auditorium seating area. Sealable drinks only.
- f) No painting allowed in the theatre UNLESS specific to the event and has been prior approved by Eagle Theatre Staff.
- g) Nothing may be affixed to the stage floor or to theatre walls. This includes the use of screws, nails, and adhesives i.e. white craft glue, yellow wood glue, super glue, epoxy, polyurethane, duct tape, command strips, etc.
- h) Firefighting emergency equipment and life-safety features of the facility may not be hidden or obstructed, including fire extinguishers, fire hose cabinets and fire alarm pull stations.
- i) All emergency exits, hallways and aisles leading from the building are to be kept clean and unobstructed. Vehicles blocking the exits, etc. will be towed at the owner's expense.
- j) Crates or event equipment may not be stored in service areas or egress routes. Crate storage is the responsibility of the Lessee.
- k) All electrical equipment must be UL approved and all gasoline engines must be AGA approved.

I have read and understand the rules during residence. _____

MISC.

Events or circumstances not covered in these operation policies and procedures are subject to special consideration and stipulations as deemed appropriate by Eagle Theatre Management and Sugar Hill Downtown Development Authority. Questions and clarifications should be directed to Eagle Theatre Staff.

I have read and understand the Rental Guidelines and Policies for the Eagle Theatre and I agree to comply with all listed items.

Lessee Signature: _____

Printed Name: _____ Date: _____

General Information and Measurements

| Room Capacity | |
|---|--|
| Theatre Seating | 395 permanents |
| Square Footage | 33,889 sq. ft. |
| Handicap Accessible | 4 wheelchair spaces |
| Stage House | |
| Proscenium Opening | 37' 9" |
| Proscenium Height | 19' 8" |
| Back wall to Proscenium Opening | 24' 8" |
| Proscenium Opening to Lip of Apron | Center Stage: 16' 0" ; Stage L or R: 8' 0" |
| Proscenium Opening to Mid-Stage Traveler | 14' 0" |
| Proscenium Opening to Up-Stage Traveler | 20' 0" |
| Stage floor to Bottom of Boarders | 15' 0" |
| Stage Right Wing Space | 17' 9" x 23' 4" |
| Stage Left Wing Space | 17' 9" x 23' 4" |
| Grand Drape and Mid-Stage Traveler | Black with Gold Trim |
| Orchestra Pit | 305 SF: 37'-0" W x 9'-4"D x 5'-10" H No Lift-walk-in entry |
| Up-Stage Traveler, Legs and Stage Borders | Black |
| Rigging Height | 21' 0" |
| Battens | (4) with sandbag counterweight |
| Traveler Tracks | (2) forward of the Up-Stage traveler (For use with drops or scenery) |
| Floor | Plywood over sprung floor joist |
| Loading Facilities | |
| Loading dock | Stage Left 15' x 16' with an 8' x 8' overhead receiving door and a 48-in high loading dock |
| Dressing Rooms | |
| Cast A, B; Stars A, B; Greenroom A, B | Up stage center, 2 large dressing rooms with separate connecting restroom. Green room is located between the dressing rooms and is equipped with a sink and counter. |
| Rehearsal Gallery | |
| Reception Area / Rehearsal / Blackbox | 30' x 60' |

| Power | |
|--|---|
| Company Switch 1: Located at Stage Right | 3 Phase 200 Amp 250V Feed With Cam-Lok Connection Points |
| Company Switch 2: Located at Stage Right | 3 Phase 400 Amp 250V Feed With Cam-Lok Connection Points |
| Lighting Equipment | |
| <p>Lighting Instruments</p> <p>Inventory:</p> <ul style="list-style-type: none"> (15) SPX 14° (23) SPX 19° (16) SPX 26° (12) SPX 36° (15) Robert Juliat 614SX (20) Rama Fresnel P28 (10) Altman Star Par Wash (20) Phillips Selecon PLCYC1 (2) Lycian Super Arc 400 <p>Fixtures Lamped at:</p> <ul style="list-style-type: none"> o Elipsoidals lamped @ 575 watts o Pars lamped @ 750 watts o Fresnel @ 1000 watts o Cyc lights lamped @ 150 watts (equivalent of (4) 500-watt lamps) o Robert Juliat lamped @ 1000 watts | |
| <p>Other Lighting Equipment</p> <p>Inventory:</p> <ul style="list-style-type: none"> (6) Non-Permanent lighting booms each comprised of (1) 50lb steel base plate and (1) 12' steel threaded pipe. <p>Notes:</p> <p>All components of the (6) non-permanent lighting boom are black. Cabling, breakouts, and cable cover is also available for use with the lighting booms. The position(s) available for use with the non-permanent lighting booms is determined by the proximity to theatrical lighting connection points.</p> | |

| Sound Equipment | |
|-----------------------------|---|
| Microphones | (4) Shure ULX2 / Beta 58A (Wireless) (6) Shure ULX1 / J1 (Wireless) (4) Shure SM 58 (Wired) (2) Shure MX202 (Wired) (White) (3) Shure MX202B (Wired) (Black) (4) Shure SM 58 Alpha (Wired) (3) Crown / AKG PCC160 (Wired) |
| Microphone Stands | (2) K&M One-handed Straight Stands (6) K&M Tripod Boom Stands (6) K&M Straight Stands |
| Non-Permanent Monitor Fills | (4) QSC k10.2 |
| Accessories | (2) Radial ProDI 1-Ch. Passive Direct Box (2) Radial ProDII 2-Ch. Passive Direct Box |
| Console | Midas M32 Digital Console with: 32 XLR Input (Local) 16 XLR Output (Local) 16 Mix Buses Note: The M32 can only handle 32 inputs and 16 outputs simultaneously |
| Stage Patches | (3) Stage Plate (Downstage Left, Right, and Center) Each With: (4) XLR Input Patches (To Console Locally) (2) Edison AC outlets (2) Midas DL16 Digital Snake (Stage Right & Left) Each With: (16) XLR Input Patches (To Console via AES50) (8) XLR Output Patches (From Console via AES50) |
| House Fills | Lower House Fills (Downstage Left and Right) (2) JBL PRX 812 Powered Speakers House Fill - Clusters (Flown Left, And Right) (2) Tannoy VQ MB Dual 12" Fed from Lab Gruppen 28:4 2800W (A) (2) Tannoy VQ 64MH Fed from Lab Gruppen 28:4 2800W (A) House Fill - Clusters (Flown Center) (1) Tannoy VQ MB Dual 12" Fed from Lab Gruppen 88:4 8800W (A) (1) Tannoy VQ 64MH Fed from Lab Gruppen 88:4 8800W (A) House Fill - Subs (Mounted Under Stage) (1) Tannoy VS 218DR Dual 18" Fed from Lab Gruppen 88:4 8800W (B) |

RENTAL AGREEMENT

PLEASE BE SURE TO READ AND COMPLETE THE ENTIRE APPLICATION. INCOMPLETE APPLICATIONS WILL BE SENT BACK WITHOUT FURTHER REVIEW OR PROCESSING.

CONTACT INFORMATION

1. Date: _____
2. Producer/Promoter Name: _____
3. Contact Person: _____
4. Address: _____
5. City: _____ State: _____ Zip: _____
6. Email Address: _____
7. Phone: _____

EVENT INFORMATION

1. Name of organization: _____
2. Type of Organization: _____
3. If non-profit, please provide Tax-ID number: _____
4. Name of Event: _____
5. Event Description (be specific): _____

6. Date(s) Requested: _____
7. Event Length/Show Runtime: _____

*Note: You will be turning in a provided Building Hours Sheet that will need to be filled out as specifically as possible.

Space Requested: Stage Orchestra Pit Green Room(s): How many ____? Gallery
 Special Lobby Use (I.e. Reception or sponsors/vendors)

9. Estimated attendance: _____
10. Type of event: ticketed non-ticketed

MERCHANDISE SALES (85/15 Spl)

1. How many vendor locations do you hope to accommodate? _____
2. Items to sell: _____

PROMOTION

1. At what level will the event be promoted?
 Local Regional National International
2. What type of publicity will be used?
 Newspaper Radio Television Website Direct Mail Community Billboard
 Other: _____
3. Telephone number to be released for public information () _____
4. Will you be supplying posters to publicize the events in advance? Yes No
5. Will you be using other forms of advertising Rack Cards, flyers, postcards, or standees?
Describe: _____

All materials must be submitted to the City of Sugar Hill 30 days prior to the event

EMERGENCY FIRE/MEDICAL SERVICES

Note: Many events require the use of the Gwinnett County Fire/Rescue Department Officers. The cost will appear on your permit/contract as a line item charge. The City of Sugar Hill will provide a list of contacts for renter's use including: Fire plan, AED Location, and our preferred vendor

I. Insurance:

I understand that signing this makes me responsible party for the information contained within the event policy and application, and that a certificate of insurance naming Eagle Theatre and The City of Sugar Hill as an additionally insured party will be submitted to the City to finalize approval.

Print Name

Signature

II. Indemnification:

I, on the behalf of _____ (organization name), agree to indemnify, defend, and hold harmless the City of Sugar Hill and its officers, agents, and employees from any and all suits, claims, actions, liabilities of every kind, and damages to persons or property on claims that arise from the event contemplated herein, unless the suit, claim, action, liability, or damages are caused by negligence or intentional misconduct of the city, its officers, agents or employees, or unless the applicant is prohibited by law from executing indemnification agreements.

I acknowledge that I have read and understand the foregoing indemnification provision. I further certify that I am authorized to enter into this agreement on behalf of _____ (Organization Name).

Signature

III. Application Process:

Eagle Theatre staff must receive a completed application ninety (90) days prior to the event date in order to process the application. A non-refundable 50% deposit is due five (5) business days after approval. Remaining balance must be paid at least sixty (60) days prior to the event. All other expenses (i.e. Production costs) must be paid in full at the walk-through meeting no less than (30) days prior to the event date. Note that applications submission does not guarantee approval of the event or rental of the facility. Any and all expenses incurred by the applicant shall be at the sole risk and responsibility of the applicant.

FOR OFFICE USE ONLY

Checks should be made payable to the City of Sugar Hill (security deposit fee must be a separate certified check, money order, or cashier's check).

| Hourly: up to 6 hrs. (M) | Daily: Weekday (M-Th) | Daily: Weekend Day (F, S, Sun) | Full Weekend (F-Sun) | Full Week (M-Sun) |
|---|--------------------------|-----------------------------------|-------------------------|----------------------|
| \$150/hr. | \$1,000* | \$1,500* | \$4,500* | \$6,500* |
| *Non-profit rates available - Tax ID required | | | | |

FEES

Rental Dates: _____

Rental Amount: _____

Additional Fees (e.g. equipment, tickets, digital): _____

Total Owed: _____

PAYMENT

50% Deposit (5 days after approval):

Amount: _____ Due Date: _____

50% Deposit (60 days from event)

Amount: _____ Due Date: _____

ITEMS DUE (30) DAYS OUT

- Refundable damages deposit check (\$500.00)
- Proof of insurance
- Proof of production or production payment - Amount: _____
- Event safety plan (fire, police, medical, vols, ushers)

Credit Card Type: _____

Name on Card: _____

Card Number: _____

Expiration Date: _____ Billing Zip Code: _____ CVV#: _____

Staff Approval Signature: _____

Date: _____