Name:
Event Date:

WAUGH STREET RENTAL AGREEMENT

This Rental Agreement ("Agreement") is made this ___ Day of _____, 2026 by and between The **Creative Arts Guild, Inc.** ("CAG") and _____ (the "Lessee"). CAG and Lessee may be referred to collectively as the "Parties." The Parties agree as follows:

1) Rented Space and Rates

This Agreement governs rentals of space at 520 West Waugh Street Dalton, GA 30720. The Waugh Street building has four separate spaces available for rent: (1) Spigel Pavilion; (2) Main Gallery and Gallery 111; (3) Conference Room; and (4) Entire Building.

A) Base Rental Rate

Rented Space	**Hourly Base Rate**	**Daily Base Rate**
Spigel Pavilion (Concourse)	$200 x ____hrs = $_____	$1000.00
Main Gallery and Gallery 111	$125 x ____hrs = $_____	$600.00
Conference Room	$50 x ____hrs = $_____	$150.00
Entire Building	N/A	$1500.00

B) Cleaning Fee. In addition to the above base rental rate, all Lessees must pay a cleaning fee based on the size of the event. For events of 50 people or less, a $100 cleaning fee will apply. For events of 51-100 people, a $150 cleaning fee will apply. For each additional 100 people beyond 100 guests, an additional $50 cleaning fee will apply.

Number of Guests	**Cleaning Fee**
50 or less	$100
51-100	$150
101-200	$200
200-300	$250
300-400	$300

C) Additional Rentals. If available, basic tables and chairs can be rented during the event, but Lessee is responsible for setup. The following prices apply to those rentals:

Item	Price
Tables	60" Round: $10 x #____ = $_____ 72x30": $8 x #____ = $_____
Linens	60" Round White: $10 x #____ = $_____ 85x85" Black: $8 x #____ = $_____ 70x120" White: $8 x #____ = $_____ 70x120" Black: $8 x #____ = $_____
Chairs	White Wooden Chairs: $2 x #____ = $_____

Item	Amount & Sizes	Notes
Approx. Number of Guests		
Tables		
Linens for Guests		
Linens for Service Table		
Colors/Themes		
Caterer		
Alcohol	Yes / No	*see page 9
Other Notes		

Total cost of additional rentals: $_____.
CAG **does not** furnish flowers, glasses, or disposable paper products. CAG does not provide any technological equipment, decorations, or catering materials. These are the responsibility of the Tenant. CAG will provide access to Wireless Internet, but makes no guarantee regarding the bandwidth, connectivity, or speed of the internet connection.

D) CAG Representative. A CAG staff representative must be present during Lessee's entire event. The CAG representative will unlock the Rented Space at the beginning of the event and lock the Rented Space at the close of the event and be the last person to exist the Rented Space. The Lessee is required to pay a CAG representative a fee of $30.00/hour.

Total cost of CAG Representative: $30.00 x _____ hrs = $_____

E) Total Rental Price

Base Rent	$_____
Cleaning Fee	$_____
Additional Rentals	$_____
CAG Staff	$_____
Total Rental Price:	**$_____**
Security Deposit	**$_____**
Final Balance	**$_____**

Lessee agrees to pay the Total Rental Price in full at least seven (15) days before the beginning of the Rental Term.

2) Rental Term

Contingent on Lessee's compliance and performance of all obligations in this Agreement, Lessee shall have the right to use and possess the Rented Space identified in Paragraph 1, from _____, 2026 at _____ to _____, 2026 at _____. This Rental Term is all-inclusive and strictly enforced. Additional use of the Rented Space before or after the Rental Term will result in imposition of fees described below.

Lessee understands that CAG is a multi-use facility and that strict adherence to the rental term is necessary for full enjoyment of the CAG by all guests, Lessees, customers, and partners. Given this understanding, Lessee agrees to pay $200/hr for any use of the Rented Space outside of the agreed Rental Term.
Lessee Initials _____.

3) Security Deposit

At the time of reservation, Lessee must provide CAG with a check for $_____ as a security deposit, which is equal to fifty percent (50%) of the Total Rental Rate. Security Deposits will not be returned if information provided by Lessee is inaccurate, the Rented Space is damaged, if items are missing, if the event goes over the agreed upon Rental Term as described in Paragraph 2, if the Lessee violates the cancellation policy described

in Paragraph 10, if Lessee uses Spaces not reserved, if the Lessee misrepresents the number of attendees, or if the Lessee fails to comply with this Agreement. A description of existing damage is attached as Exhibit A based on a pre-event walkthrough of the Rented Space by the Parties. Damages beyond the scope of the Security Deposit are the responsibility of the Lessee. Lessee's credit card information will be kept on file in the event that the Security Deposit does not satisfy the cost of repairing damage caused by Lessee. A credit card authorization form is attached as Exhibit B.

4) Non-Discrimination

CAG is an inclusive, artistic, and understanding environment. CAG does not tolerate the discrimination of individuals or groups including, but not limited to, discrimination based on age, disability, gender (including gender identity), race, color, religion, national origin, pregnancy, or sexual orientation. CAG does not discriminate in the rental of its space, and expects its tenants to demonstrate the same understanding and respect. Discriminatory conduct by Lessee, or its attendees or guests, towards other CAG groups, partners, tenants, customers or guests using spaces not rented by Lessee will result in an immediate termination of the rental, forfeiture of the security deposit, and forfeiture of all rental payments. Nothing in this paragraph is intended to limit CAG's rights under applicable Georgia and Federal Law.

5) Indemnification

CAG shall not be liable and tenant hereby waives all claims against CAG for any damage to any property or any injury to any person in or about the Rented Space or from any cause whatsoever, except to the extent caused by or arising from the gross negligence or willful misconduct of CAG or its agents, employees or contractors. Lessee shall protect, indemnify and hold CAG, its partners, officers, agents, successors, assigns and employees harmless from and against any and all loss, claims, liability or costs (including court costs and attorney's fees) incurred by reason of (a) any damage to any property or any injury to any person occurring in, on or about the Rented Space to the extent that such injury or damage shall be caused by or arise from any actual or alleged act, neglect, fault, or omission by or of Lessee, its agents, servants, employees, invitees, or visitors to meet any standards imposed by any duty with respect to the injury or damage; (b) the conduct or management of any work or thing whatsoever done by the Lessee in or about the Rented Space or from transactions of the Lessee concerning the Rented Space; (c) Lessee's failure to comply with any and all governmental laws, ordinances and regulations applicable to the condition or use of the Rented Space or its occupancy; or (d) any breach or default on the part of Lessee in the performance of any covenant or agreement on the part of the Lessee to be performed pursuant to this Agreement. The provisions of this Paragraph 5 shall survive the termination of this Agreement with respect to any claims or liability accruing prior to such termination.

The Rented Space, and all attendant CAG property, is accepted "as is" and all activity at CAG will be undertaken at the Lessee's sole risk and responsibility.

6) Rules and Regulations

Lessee, Lessee's agents, guests, attendees, employees, invitees, and visitors shall observe and comply with the rules and regulations attached as Exhibit C and made part of this Agreement, and with such further reasonable rules and regulations as CAG may prescribe, on written notice to Lessee, for the safety, care and cleanliness of the Rented Space. Such rules and regulations shall not amend or modify the terms and conditions of this

Agreement and in the event the rules and regulations conflict with the provisions of this Agreement, the provisions of this Agreement shall control. Failure to comply with the Rules and Regulations in Exhibit B, or any other provision in this Agreement, will result in the Lessee forfeiting the security deposit and a loss of CAG use privileges.

7) Permits

Lessee is responsible for obtaining any and all applicable permits. This may include, but is not limited to, permits for dance, food preparation, sales, sound, or alcohol.

8) Contact Person

Lessee designates the following individual as the contact person who will be responsible for signing this Agreement and who will be the direct contact to CAG for all communications. The Contact Person agrees to be present at the event.

Name	
Address	
Cell Phone	
Email	

9) Notice

All notices, demands, and requests which may be given or which are required to be given by either party to the other shall be in writing and may be: hand delivered; sent by United States certified mail, postage prepaid and return receipt requested; sent by a nationally recognized overnight delivery service such as Federal Express Corporation, Emery, or United Parcel Service; or by facsimile. All notices, demands, and requests shall be deemed effective either: (A) upon delivery if hand delivered as evidenced by written receipt therefore, whether or not actually received by the person to whom addressed) upon deposit in the United States mail if by certified mail, return receipt requested, addressed to the intended recipient at the address indicated herein; (C) on the day deposited into the custody of a nationally recognized overnight delivery service such as Federal Express Corporation, Emery or United Parcel Service, for overnight next day delivery, addressed to such party at the address indicated herein; or (D) upon confirmed transmission, if delivered by email to the Contact Person's email address. Unless changed in accordance with the preceding sentence, the addresses for notices given pursuant to this Agreement shall be as follows: If to CAG, to: 520 W Waugh Street, Dalton, GA; and if to Lessee, then to the address provided by the Contact Person in Paragraph 8.

10) Cancellation Policy

If CAG is notified at least 60 days prior to the beginning of the Rental Term, Lessee may cancel the rental without penalty and CAG will return the Security Deposit in full. Lessee agrees that if cancellation is made on or

after 59 days prior to event date at 5pm, CAG will return 90% of Lessee's deposit. Lessee agrees that if cancelation is made on or after 30 days prior to the event, Lessee forfeits their deposit to CAG.

11) Miscellaneous Provisions

A) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

B) Severability. Unless otherwise provided herein, if any provision of this Agreement shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired thereby.

C) Modification. No modification of this Agreement shall be effective unless in writing and signed by the party against whom it is sought to be enforced.

D) Entire Agreement and Successors-in-Interest. This Agreement contains the entire agreement between, and embodies and expresses the entire intent of, CAG and Lessee with regard to the matters set forth herein. There are no representations or warranties between the Parties other than as contained herein. This Agreement supersedes, merges, and replaces all prior or contemporaneous understandings, negotiations, offers, promises, representations, and agreements between and among CAG and Lessee to the extent such prior or contemporaneous understandings, negotiations, offers, promises, representations, or agreements are inconsistent herewith. EXTRINSIC EVIDENCE SHALL NOT BE ADMISSIBLE IN ANY PROCEEDINGS TO VARY OR CONTRADICT THE TERMS OF THIS AGREEMENT.

E) Headings. The headings of the various sections and paragraphs contained herein are for convenience and reference only and shall not affect the meaning or construction of any of the provisions of this Agreement.

F) Enforcement. Each Party has the right to bring an action to enforce any of the terms or provisions of this Agreement. The Parties agree that the Court shall enter an award of reasonable attorneys' fees and costs to the prevailing Party in any action to enforce the terms of this Agreement.

[Signature page follows]

I have read and agree to the foregoing Rental Agreement. By signing this Rental Agreement, I represent and warrant to CAG that I have read and understood the terms of this Rental Agreement and have had an opportunity to have this Rental Agreement reviewed by an attorney of my choice. I have received a signed copy of this Rental Agreement.

In recognition of the agreements and covenants above, the Parties sign below:

LESSOR:

_____
Creative Arts Guild, Inc.

By: _____

Title:_____

LESSEE:

_____

Printed Name:_____

Dated:_____

EXHIBIT A - Pre-existing Damage

The Parties have jointly inspected the Rented Space and agree that the following damage pre-existed Lessee's rental:

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

LESSOR:

_____
Creative Arts Guild, Inc.

By: _____

Title:_____

LESSEE:

_____

Printed Name:_____

Dated:_____

EXHIBIT B - Credit Card Authorization

Sign and complete this form to authorize The Creative Arts Guild, Inc. to make debits to your credit card consistent with the terms of the Rental Agreement.

By signing this form you guarantee the payments agreed upon in the Rental Agreement including, without limitation, the full amount of (1) Total Rental Price; (2) Security Deposit; and (3) damage to CAG property above the amount of the Security Deposit. In the event that Lessee fails to make payments consistent with the Rental Agreement, you authorize us to debit your credit in the full amount of the unpaid balance.

_____

Please complete the information below:

I _____ authorize the Creative Arts Guild, Inc. to charge my credit card indicated below for any outstanding balance upon completion of the Rental Term as a guarantee for the (1) Total Rental Price; (2) Security Deposit; and (3) damage to CAG property above the amount of the Security Deposit.

Billing Address: _____ Phone:_____

City, State, Zip: _____ Email:_____

- ❑ Visa
- ❑ American Express
- ❑ MasterCard
- ❑ Discover

Cardholder Name:_____ Account Number:_____

Expiration Date:_____ CVV:_____

SIGNATURE:_____ DATE:_____

I understand that this authorization will remain in effect until I cancel it in writing, and I agree to notify the Creative Arts Guild in writing of any changes in my account information or termination of this authorization at least 7 days before the Rental Term. I certify that I am an authorized user of this credit card and will not dispute these transactions with my credit card company; so long as the transactions correspond to the terms indicated in this authorization form and the Rental Agreement.

EXHIBIT C - Rules and Regulations

Lessee's Initials: _____ Date: _____

1. It is the responsibility of the renter to inform the CAG of any unusual circumstances and full details of the event prior to the signing of the agreement. Failure to do so may result in cancellation of the rental.

2. All events must end by 11:00 pm, excluding clean-up time. All events must be cleaned up and all parties must be out of the building by midnight.

3. Lessee must be 18 years old.

4. Events for children (i.e. birthday parties, graduation parties, etc.) must have chaperones present during the entire event. There must be, at a minimum, one chaperone per 25 minors.

5. Please be respectful of other events, programs, visitors, and participants.

6. Please be respectful of CAG's buildings, furnishings, artwork, and equipment. Lessee shall notify a CAG representative immediately regarding any damage to CAG property.

7. The Contact Person named in this Agreement is responsible for the conduct of all participants at their event, and must monitor unauthorized persons who come during their use.

8. Inappropriate behavior is not permitted at the CAG. Inappropriate behavior is any action or speech that is disrespectful or harmful to the community. Included are: gambling, consumption or possession of illegal drugs, sexual harassment, assault.

9. Smoking Policy. Smoking is not allowed inside CAG buildings or within 100 feet of CAG buildings.

10. Illegal use of drugs is not allowed at the CAG.

11. Leave rooms as you found them. Remove decorations, throw out trash, recycle recyclable items, wipe whiteboards, do not leave traces of food.

12. Please do not use tacks, push pins or nails on the walls. If you wish to tape items to walls, please use painters' tape (often blue) to avoid damaging paint.

13. Use only the rooms that you have reserved.

14. Alcohol Policy. Alcohol is permitted at CAG subject to prudent use and compliance with all applicable laws. Lessee must supervise guests and attendees to ensure that no underage drinking occurs, should prevent continuation of alcohol service to visibly intoxicated individuals, and should - to the extent possible - prevent use of motorized vehicles, or other equipment, by guests who are under the influence of alcohol. No alcohol is permitted to be sold on the premises.

15. Music on CAG Property. The renter is responsible for abiding by the terms of the Amplification code. Music should be amplified at a reasonable volume, but in no event should it disturb neighbors. Lessee acknowledges that CAG is in a residential neighborhood, and agrees to respect our neighbors. Security Deposit will be forfeited if the following occurs: (a) The CAG receives a complaint from neighbors; (b) the Dalton Police Department or Whitfield County Sheriff's office is called to CAG property because of noise complaints; or (c) Lessee fails to promptly comply with a CAG representative's request to reduce the volume.

16. Art Exhibits. It is the policy of the CAG that art exhibit and installations remain untouched and intact during the rental. If Lessee obtains prior written consent from CAG, however, the Lessee may pay, (labor and materials), to have art work temporarily moved and stored by a qualified CAG staff person. Any unauthorized moving of Artwork by the **Lessee will result in forfeiture of the Security Deposit. Lessee is responsible for any damage or loss to art works**.

17. Musical Instruments and Equipment. It is the policy of the CAG that all pianos, musical instruments, and related equipment remain untouched, unmoved, and unplayed during the rental period. If Lessee obtains prior written consent from CAG, the Lessee may ask to have a piano or other instrument temporarily moved, adjusted, or secured by a qualified CAG staff person. Any unauthorized touching, use, or movement of musical instruments or equipment by the Lessee will result in forfeiture of the Security Deposit. **Lessee is responsible for any damage, detuning, or loss to musical instruments or equipment.**

18. CAG is not responsible for any equipment, supplies, materials, or other items owned by Lessee. CAG will not store any items. Items left over 14 days after Rental Term will become the property of CAG.