



Event Application and Lake Fannin Lodge Rental Agreement

By submitting this application, along with a \$200 deposit, you are requesting a reservation to rent the Lake Fannin Lodge (“Lodge”) for a specific event (“Event”). If your application is accepted by the County you will be allowed and agree to rent the Lodge for the Event pursuant to the terms and conditions contained herein. If the Lodge is unavailable for the requested Event your \$200 deposit (“Deposit”) will be refunded.

Applicant’s Information

Name:		
Mailing Address:		
City:	State:	Zip:
Phone:	Fax:	E-mail:

Responsible Party if different from Applicant

Name:		
Mailing Address:		
City:	State:	Zip:
Phone:	Fax:	E-mail:

Specific Event Information

Nature of Event:
Dates and Times Requested:
Estimated Number of participants:

1. **Rental:**The Lodge includes the main building and surrounding property.
2. **Rental Fee:** You as Applicant, or Responsible Party, agree to pay the County a rental fee (Rental Fee) for use of the Lodge for the Event. The Rental Fee is \$300 dollars for the first 4 hours (minimum of 4 hours) Events lasting over 4 hours will incur an additional Rental Fee of \$45.00 per hour (or any part of an hour). Payment of Rental Fee is to be made in full 45 days prior to the Event. **These Rental Fee rates are effective July 2, 2023 thru July 01, 2024. After that date they are subject to increase.**

3. **Deposit:** Your Deposit will be returned to you except where:

- a. There is damage to the Lodge or surrounding property;
- b. The Lodge or surrounding property has not been cleaned up after the Event to the County's satisfaction;
- c. You do not cancel in writing prior to 45 days of the Event; or
- d. Payment of the Rental Fee is not received as specified above.

If an exception occurs your entire Deposit will be forfeited.

4. **Usage:** It is understood and agreed that:

- a. the Lodge and surrounding property's hours of operation are 8am to 11pm and the Event must be planned accordingly.
- b. A member of the Lake Fannin Volunteers must be present at the Event and while your group is on the property. (This includes preparation of the event and clean-up).
- c. There is no central air or heat. Firewood and fireplaces are available.
- d. **No property or plantings are to be removed from the Lodge or surrounding property.**
- e. All children and guest's actions are the responsibility of the Applicant and the Responsible Party.
- f. **No Smoking** inside the Lodge. Please be careful of the disposal of lit cigarettes/cigars. **This is a National Park/Forest area.**
- g. The Lodge must be cleaned thoroughly and returned to its original condition immediately following the event. This includes: decorations and flowers that should be taken down and disposed of properly. All food and trash removed from the building should be placed in 33-gallon size trash bags and placed in dumpster on site.
- h. No rice, confetti, fake flower petals, etc. are allowed to be thrown inside or out.
- i. Neither the Applicant, the Responsible Party nor their guest shall manipulate the foliage at Lodge or Surrounding Property Fannin.
- j. If alcohol is served, a Deputy of the Fannin County Sheriff's Department must be on site for an additional fee to be paid by Applicant or the Responsible Party. Arrangements for the Deputy's service must be made by the Applicant or the Responsible Party directly with the Fannin County Sheriff's Department. 903-583-2143.

Liability: The Applicant or the Responsibly Party will be personally liable for any and all damage to the Lodge or surrounding property in excess of the security deposit being held. Neither party shall be liable to the other for any delay or failure in performance due to a force majeure.

RELEASE, WAIVER AND HOLD HARMLESS

The Applicant and the Responsible Party agree to release and waive any and all claims that may arise against Fannin County, its agents, representatives, officials or employees relating, directly or indirectly, to the Event, without limitation, including claims arising solely from Fannin County, its agents, representatives, officials or employees negligence. FURTHERMORE, the Applicant and the Responsible Party agree to save and hold Fannin County, its agents, representatives, officials and employees harmless from and against any and all liabilities, costs, damages, expenses, and attorney's fees resulting from or attributable to them, or someone claiming

through them, asserting a claim against Fannin County, its agents, representatives, officials or employees relating, directly or indirectly, to the Event.

I agree to the above stated terms and conditions, and have had an opportunity to review this agreement with an attorney of my own choosing.

Applicant or Responsible Party:

_____ (Print Name) _____ (Signature) _____ (Date)

LF Representative:

_____ (Print Name) _____ (Signature) _____ (Date)