

CITY OF AUBURN

Whistlestop Shops Application



Alex Mitchem (770) 963-4002 Ext 202

LAST NAME:		FIRST NAME:	
BUSINESS NAME:			
ADDRESS:			
CITY:		STATE:	ZIP:
CONTACT PERSON:			
EMAIL:			
CELL PHONE(S):			

Price per 8' x 12' Shop – Tenant provides display, etc.

TERMS AND CONDITIONS

By signing the application below, I agree to abide by the following Terms and Conditions:

- I acknowledge and agree that neither the City of Auburn, the Downtown Development Authority nor any of their agents or employees is responsible for any loss or damage to any work or property of mine.
- I acknowledge and agree that neither the City of Auburn, the Downtown Development Authority nor any of their agents or employees is responsible for any personal injuries, property damage, illness or death. I agree to indemnify and hold harmless the City, the Downtown Development Authority and their agents and employees from all such claims.
- I understand that the City does not guarantee any particular location, any number of guests or visitors to an event, or uninterrupted access to utilities. If access is to be interrupted, the City will provide notice in advance.
- I agree to keep my assigned area free of debris and to place trash and recyclables in appropriate containers.
- I agree to follow all directives of City personnel and law enforcement personnel regarding the operation of the space assigned to me.
- I understand that if I fail to abide by any of these Terms and Conditions, I may be required to remove myself and my display from the festival without refund of any fees paid.
- I understand that submission of this application does not guarantee approval of rental contract. Upon application approval, a formal lease will be required.

Signature: _____ Date: _____
Print Name: _____ Title: _____

TYPE OF PRODUCT: Describe your product line in as much detail as possible (you may attach additional sheets and photographs. You may be asked to provide sample products for review by committee. _____

Send your completed application to:

City of Auburn, Whistlestop Shops 1369 Fourth Ave., Post Office Drawer 1059, Auburn, GA 30011

Questions? Contact Alex Mitchem (770-963-4002 ext 202) email cityplanner@cityofauburn-ga.org

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Whistlestop Shops



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Rules for Tenants

These rules and regulations have been adopted to secure your comfort and safety, while maintaining a quality working environment.

1. Rent payments, whether whole or partial, which are five (5) days delinquent cause administrative expenses to the Landlord. A LATE PAYMENT FEE OF \$25.00 WILL THEREFORE BE CHARGED ON ALL RENT UNPAID AS OF THE _____ DAY OF THE MONTH OF DELINQUENCY. CHECKS RETURNED BY YOUR BANK AS "NOT PAID" FOR ANY REASON WILL BE SUBJECT TO A \$25.00 CHARGE. THE RENT SHALL BE DECLARED OWING FROM THE DATE FIRST DUE AND ALL LATE CHARGES SHALL BE ENFORCED. NO EXCEPTIONS WILL BE MADE TO THIS RULE
2. Tenants shall perform no redecoration, maintenance repairs or replace equipment without the written approval of the Landlord. CALL Alex Mitchem FOR ALL REPAIRS OR SERVICE 770-963-4002 x 202.
3. Tenants shall not throw or sweep any items or debris from any window or door.
4. ONLY OCCUPANTS LISTED ON THE APPLICATION FOR TENANCY AND LEASE SHALL OCCUPY THE SHOP. ANY DEVIATION FROM THIS SHALL AUTOMATICALLY TERMINATE THIS LEASE/RENTAL AGREEMENT.
5. Tenant shall not store any combustible, flammable or explosive substance on or about the premises.
6. Tenant shall not make any changes in electrical wiring nor overload the electrical systems nor run any exposed wires for electrical appliances or fixtures in violation of the building code or any ordinance where said premise is located.
7. No additional or replacement locks of any type will be installed on any door without the written permission of Landlord.
8. Tenants shall keep shop area free of debris, trash and clutter. All items shall be kept clear of water heaters, furnaces, electrical panels and plumbing systems.
9. No garbage or other refuse shall be stored on the premises for extended periods of time. All garbage and refuse shall be disposed of in a timely manner in trash receptacles provided by the City of Auburn.
10. No signs, notices or advertisements shall be attached or displayed by tenants on or about the premises with permission. Call Alex Mitchem at 770-963-4002 x 202 for more information on banners and signs.
11. The following items shall not be considered as natural wear and tear to the premises, but shall be considered as damage to the premises and subsequently the cost of repair will be deducted from any security deposit.
 - A. Holes in walls and woodwork.
 - B. Careless care of paint in the Shop.
 - C. Spray painting or marking on interior/exterior walls.
 - D. Damage to utility pipes, wiring, plumbing, light fixtures, or any other fixture or appurtenances, walls floors or ceilings.
 - E. Damage done to seeded area and shrubs around apartment such as digging, uprooting, trampling, etc...
 - F. Water damage caused by overflow of sinks or by failure to close windows or doors during inclement weather, thereby exposing interior of shops to elements.
 - G. Broken windows/glass: windows, storm windows, storm doors, etc...
 - H. Failure of tenant to regularly clean and maintain floor.
12. Tenant shall keep the window glass clean at all times and shall not cover any window in any manner which, in the opinion of Landlord, detracts from the appearance of the building. Tenants shall observe all rules and regulations, which may be hereafter set forth by the landlord in reference to the use of the premises leased/rented here, in addition to these rules and regulations set forth herein. Landlord reserves the right, at their sole option, to amend or revoke any of these rules or regulations, in and all such amendments, revocations, or new rules and regulations shall become a part of this lease/rental agreement as of their effective date. Violation of these rules or regulations, or any part of them, by the tenant will be just cause for the landlord to invoke the remedies enumerated in the lease/rental agreement in regards to these rules and regulations or to declare a forfeiture of the lease/rental agreement as in any case of forfeiture. Any notice as to amending or revoking any of these rules or regulations in whole or in part, or to adopt new ones, shall be effective upon notice of same being sent to the tenant by the landlord in the form as set forth in this lease/rental agreement for serving of notices by landlord on tenant.
13. If for any reason you get locked out of your shop and a property manager has to open the house, there will be a \$50.00 charge during regular business hours and \$100.00 for after hours and weekends. If you request a complete lock change, the fee is \$25.00 per lock and \$35.00 an hour for labor. After hours, charges will double.