

**A RESOLUTION OF THE NEWTON COUNTY BOARD
OF COMMISSIONERS REGARDING THE RULES AND REGULATIONS AND FEE
SCHEDULE FOR GAITHER PLANTATION**

WHEREAS, the Constitution of the State of Georgia, approved by the voters of the State in November of 1982, and effective July 1, 1983, provides in Article IX, Section II, Paragraph I thereof, that the governing authority of the County may adopt clearly reasonable ordinances, resolutions and regulations; and

WHEREAS, the Newton County Board of Commissioners has determined that it is desirable and necessary to establish Rules and Regulations governing the use of Gaither Plantation by third parties to ensure the integrity of Gaither Plantation; and


WHEREAS, the Newton County Board of Commissioners has determined that it is desirable and necessary to establish a fee schedule governing the use of Gaither Plantation by third parties for various purposes.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF NEWTON COUNTY, GEORGIA AS FOLLOWS:

1. The Rules and Regulations for Gaither Plantation are attached as Exhibit "A" and incorporated herein by reference;
2. The fee schedule for the use of Gaither Plantation is attached as Exhibit "B" and incorporated herein by reference;
3. Any other County policies in conflict with the aforementioned provisions of the "Rules and Regulations" and fee schedule for Gaither Plantation are hereby repealed and are ineffective and unenforceable.
4. The effective date of this Resolution shall be the date of adoption.

So resolved this 6th day of December 2016.

NEWTON COUNTY BOARD OF COMMISSIONERS



William K. Ellis, Chairman

Attest:



Jackie B. Smith, County Clerk



Rules and Regulations

RULES & REGULATIONS

(Rules & regulations are subject to change. If changes are made, a revised copy will be forwarded)

REVISED SEPTEMBER 18, 2015

Rules and Regulations of Gaither Plantation

Any violations of these rules will result in forfeiture of your security deposit. Please read the rules carefully and call Kay Blevins at 770-784-2125 ext. 100 if you have any questions.

Terms and Conditions:

- The reservation deposit will be forfeited if the reservation is canceled less than 90 days prior to the scheduled event. (unless stipulated otherwise)
- The premises will be used only for the purpose set in the agreement and no other purposes.
- The agreement may not be in whole or in part be assigned, transferred, or sublet by the renter.
- Any group, club, or individual who contracts to use the premises is responsible for damage to furnishings, equipment, land, landscaping, or other facilities incurred during its use.
- All deposits and fees are due no less than seven days before the event is scheduled; however, the reservation fee must be paid in advance in order to secure date.
- The contact person for reservations, deposits and information is Kay Blevins at 770-784-2125 ext. 100. The Plantation is closed on a daily basis.

Checking In:

- Renters/Caterers have the use of the house for a maximum eight-hour block of time of the day of the function, beginning at the check in time indicated on the contract. (No earlier than 9:30 a.m.)
- No amplified music (stereo systems, speakers, bands, deejays, electric keyboards, etc.) is allowed inside the house or Harris Springs Church. Such equipment should be confined to the pavilion or outside grounds. No exceptions will be permitted.

Checking Out:

- The premises shall be vacated no later than eight hours after check in time and no later than 11:00 p.m., including clean up time. Next day cleanup will not be permitted.
- The premises must be thoroughly cleaned of all trash, debris, etc. before departure and must be in the original condition as found upon arrival. Trashcan liners must be used and all trash removed from the premises immediately.
- The responsible party, or his/her agent, must be present during the function and must meet with the caretaker when the function is over, in order to check out.
- The contact person and the caretaker or his designee must each complete and sign a check out form before the security deposit will be returned.
- Newton County and the Friends of Gaither committee are not responsible for food, flowers, beverages or belongings left on the premises.
- Failure to follow these rules will result in the forfeiture of the security deposit.

Gaither Plantation Grounds:

- Furniture, equipment, and all items belonging to the Gaither Plantation House are for use in the house and must not be removed from the house or pavilion.
- Do not move furniture or furnishings without approval. Only the caretaker may move antique furnishings.
- Candles may be lit only in the pavilion.
- No fires may be built in any of the fireplaces except the pavilion.
- No smoking or tobacco products inside the house or on the plantation grounds.
- In reference to Newton County Code of Ordinances, Section 31-107, the policy concerning alcohol usage is as follows: ***"It shall be unlawful for any person to consume any spirituous malt or alcoholic beverage in or upon any street, alley, sidewalk, or other public way or place in unincorporated Newton County, or within any public building."*** However, an exception for weddings only was voted upon on May 16, 2000 to allow champagne or wine to be used for one (1) ceremonial toast for bride and groom only or for ritual purposes during the ceremony or reception. No other wine, champagne or other form of alcohol may be consumed after this toast or ritual.
- No nails or staples may be used to put up decorations, signs, etc at the pavilion and garden areas.
- The plantation does not provide ice. Ice will need to be purchased prior to the event. Due to possible breakage, no glassware may be used for drinking purposes on Gaither property.
- No sparklers, fireworks, explosives or firecrackers will be allowed on Gaither property. Bubbles and/or birdseed may be used.

Weddings

The Gaither Plantation House is a museum with antique furnishings and fixtures, which have been loaned to us. We have established special rules, which will allow you to use and enjoy the Gaithers atmosphere while protecting these priceless antiques.

- A four-hour block of time the day before the wedding is allotted for rehearsal and/or rehearsal dinner. The bridal party has the discretion to choose any four hours between the hours of 9:30 am and 11:00 pm. The rehearsal is free however; there is a \$250.00 charge for the rehearsal dinner if held at the plantation.
- If food is to be served in the house for the bridal party prior to the ceremony, there will be an additional \$250.00 fee. Food must be served and eaten in the sunroom only. Maximum occupancy for the sunroom per the Fire Department is 33 persons.
- An additional \$250.00 fee will be charged if use of the kitchen area is also needed. The refrigerator is the only appliance allowed to be used. Use of the stove and/or oven is prohibited.
- The house will be available two (2) hours prior to the ceremony for dressing only. Bride and bridesmaids will dress in the bride's room downstairs. Groom and groomsmen may dress in the men's restroom of the house or in the men's restroom near the pavilion.
- Dressing upstairs or in any other room of the house is not permitted. No other areas of the house will be accessible with this rental.
- Do not touch or handle any of the furnishings or pictures. Do not sit on any of the furniture. Many items are fragile and easily broken.
- In reference to Newton County Code of Ordinances, Section 31-107, the policy concerning alcohol usage is as follows: ***"It shall be unlawful for any person to consume any spirituous malt or alcoholic beverage in or upon any street, alley, sidewalk, or other public way or place in unincorporated Newton County, or within any public building."*** However, an exception for weddings only was voted upon on May 16, 2000 to allow champagne or wine to be used for one (1) ceremonial toast for bride and groom only or for ritual purposes during the ceremony or reception. No other wine, champagne or other form of alcohol may be consumed after this toast or ritual.
- Birdseed, not rice, may be used. No birdseed is allowed in the house.
- Fresh rose petals, not artificial, may be used.

- The caretaker will be on the premises of Gaither Plantation and will assist you with any questions or concerns.
- In case of rain, the Harris Spring Church may be used free of charge. However, if Church is rented prior to the wedding, no refund will be given due to rain. There will be an additional \$200.00 charge if used for any other reason. Maximum occupancy for the Harris Springs Church per the Fire Department is 200 persons.
- For safety measures, no candles may be lit in the Harris Spring Church. Only battery operated lighting may be used.
- Failure to follow these rules will result in the forfeiture of the security deposit.

Tours

Gaither Plantation is a unique facility. Few counties in Georgia are fortunate enough to have a complete living experience of nineteenth and early twentieth century rural life with such potential for enrichment and learning.

Tours will be available on the first and third Tuesday of each month by reservation only. Reservations must be made two weeks prior to tour date. To schedule a tour you must have a group of 10 or more.

Gaither Plantation



Located in the rolling hills of southern Newton County, the County-owned Gaither Plantation is both historic and scenic asset.

This 256-acre site is one of the few remaining examples of mid-19th to late 20th century farms and cotton plantations in Northeast Georgia.

On the farm are the Gaither Plantation House (c.1855), a log smokehouse c.1830), a pole hay barn c. 1950), agricultural fields, and a number of other historic buildings relocated from elsewhere in Newton County to Gaither Plantation. In addition, two 19th century cemeteries, the Gaither Family Cemetery and the Gaither Slave Cemetery, are located here.

Rental Information

House and Garden Monday-Friday \$200.00

Pavilion Monday-Friday \$100.00

House and Garden Friday after 4:00 pm \$500.00

Pavilion Friday after 4:00 pm \$500.00

House, Garden, and Pavilion Saturday and Sunday \$1,000.00

(House, Garden & Pavilion cannot be split on weekends)

Harris Springs Church (Primitive-no electricity) \$200.00

In case of rain, the Harris Springs Church may be used free of charge for wedding rentals only.

However, there will be a charge of \$200.00 if used for any other reason

Weddings - \$1,000.00 (base rate)

Please see rates for additional fees under the main menu.

For more information, please read the wedding section in the "Rules/Regulations" under the main menu.

Reservation and Security deposits are required.

Reservation Forms

Wedding/Weekend Form

Other Events Form

All checks are to be made payable to "Newton County Board of Commissioners".

Mail reservation form and deposit to:

Attn: Kay Blevins

11905 Alcovy Road

Covington GA 30014

Payment forms are: personal check, money order or cashier check. Counter checks and credit or debit cards are not accepted.

Tours

Notice: Tours are not currently available.

Tours will be available on the first and third Tuesday of each month by reservation only. Reservations must be made two weeks prior to tour date. To schedule a tour, you must have a group of 10 or more.

**Gaither Plantation
270 Davis Ford Rd
Covington, GA 30014**

The Plantation is closed on a daily basis.

For reservations or more information contact kblevins@co.newton.ga.us.

NEWS

No results found.

EVENTS

McClung/Sanders Wedding Rehearsal
09/30/2016 6:00 PM - 9:30 PM

McClung/Sanders Wedding
10/01/2016 9:30 AM - 10:30 PM

Gregg/Pressley Wedding Rehearsal
10/07/2016 6:00 PM - 10:00 PM

NEWTON COUNTY

GAITHER PLANTATION RULES AND REGULATIONS

For and in consideration of the use of the Premises as detailed in the Agreement, together with other good and adequate consideration, the sufficiency of which is hereby acknowledged, _____ (hereinafter referred to as "Lessee") hereby agrees to the following:

Definitions:

The following words shall be defined as follows:

1. "Agreement" shall mean the contract between the Lessor and the Lessee for an event held at Gaither Plantation, located at 270 Davis Ford Road, Covington, Georgia.
2. "Lessee" shall mean the individual, or approved designee representing a business, that leases Gaither Plantation for a specified event.
3. "Lessor" shall mean Newton County, Georgia.
4. "Premises" shall mean Gaither Plantation located at 270 Davis Ford Road, Covington, Georgia.
5. "Event" shall mean the activities specified in the Agreement.

Terms and Conditions:

1. Lessee's use of the Premises shall be limited to that which is described in the executed Agreement between the Lessor and the Lessee.
2. The Lessee will provide the Lessor with a damage deposit ("Damage Deposit") in the amount specified in the appropriate Agreement, depending on event requested, upon executing said Agreement.
3. The Damage Deposit shall be refunded to the Lessee within thirty (30) days after the Event so long as the Lessee leaves the Premises in a condition as good as or better than the condition of the Premises (Gaither Plantation) prior to the Event, ordinary wear and tear excepted. In the event of damage to any Lessor property as a result of the Event, or in the event that the Lessor incurs any costs as a result of the Event, including but not limited to costs of cleaning, repair or replacement of any Lessor property, the Lessor may refrain such portion of the Damage Deposit, or all of it, as is necessary to reimburse the Lessor for such costs. In the event that the Lessor incurs costs in the amount less than the amount of the Damage Deposit, the Lessor will refund to the Lessee, within thirty (30) days after the date of the Event, the difference between the amount of the Damage Deposit and the amount of the costs incurred by the Lessor. In the event that the Lessor incurs costs in an amount in excess of the Damage Deposit, the Lessor shall be entitled to seek reimbursement for said amount utilizing any available lawful means. The Lessee must meet with the Gaither Plantation Area Manager or designee to complete and sign a check-out form at the end of the Event in order to qualify for refund of the Damage Deposit.

4. Full payment is due thirty (30) days prior to the scheduled Event. The Damage Deposit will be forfeited if the reservation is canceled less than ninety (90) days prior to the scheduled Event. (Unless otherwise stipulated).
5. The Premises will be used for the purpose set in the Agreement and no other purposes.
6. No amplified music (stereo systems, speakers, bands, deejays, electric keyboards, etc.) is allowed inside the Plantation Home or Harris Springs Church. Such equipment must be confined to the Pavilion or outside grounds.
7. The Lessor shall have the right to take any action(s) necessary to prevent the creation of - or to abate - any nuisance to adjacent property owners or other visitors to the Premises due to the Lessee's use of the Premises for the Event. Such actions may include, but are not limited to, reducing the amplification or volume of any speakers or sound system associated with the Event.
8. Lessee shall immediately comply with all directives of the Lessor in regard to health, safety and security matters at the Premises and all pertinent codes and regulations relating to the Lessor's property, except as are specifically modified by the Agreement. The provision shall be enforceable by the Lessor, and failure to comply with the terms thereof shall be ground for immediate termination of the Agreement and vacation of the Premises by the Lessee and the Lessee's guest.
9. The Lessee assumes liability for any and all damages occurring as the result or in connection with the Lessee's use of any Lessor's property.
10. The Lessee acknowledges that Lessor assumes no liability for any damages, injuries, or expenses incurred as the result of or in connection with the Event.
11. The Lessee hereby acknowledges responsibility for adherence to all terms and conditions hereof as well as Federal and State laws and Newton County ordinances.
12. Furniture, equipment, and all items belonging to the Gaither Plantation Home are for use in the home only and may be removed or damaged.
13. Candles may be lit ONLY in the pavilion.
14. Fires are allowed to be built anywhere on the Premises with the exception of the fireplace in the Pavilion.
15. No smoking or tobacco products are allowed on the Premises.
16. In reference to Newton County Code of Ordinances, Section 31-107, the policy concerning alcohol usage is as follows: ***"It shall be unlawful for any person to consume any spirituous malt or alcoholic beverage in or upon any street, alley, sidewalk, or other public way or place in unincorporated Newton County, or within any public building"***. However, an exception for weddings only was voted upon on May 16, 2000 to allow champagne or wine to be used for one (1) ceremonial toast for bride and groom only or for ritual purposes during the ceremony or reception. No other wine, champagne or other form of alcohol may be consumed after this toast or ritual.
17. No nails or staples may be used to put up decorations, signs, etc. on the Premises.
18. The Lessor does not provide ice. Due to possible breakage, no glassware may be used for drinking purposes on the Premises. (Unless otherwise stipulated)
19. No fireworks, explosives or firecrackers are allowed on the Premises with the exception that sparklers are allowed in the Pavilion only.

20. Bubbles and/or birdseed may be used outside. **Rice is prohibited.**
21. Lessee and/or caterers have use of the approved location and time allotted that is specified in the Agreement. (Unless otherwise stipulated).
22. Trash can liners must be used and all trash removed from the Premises when the Event is over.
23. The Lessor is not responsible for food, flowers, beverages or belongings left on the Premises.
24. In the event of rain, Harris Springs Church may be used at no additional cost. However, if the church is rented prior to the Event, no refund will be given due to rain.
25. Maximum occupancy for Harris Springs Church by order of the Newton County Fire Departments is 200 persons.
26. Maximum occupancy for the Plantation Home Station by order of the Newton County Fire Department is 33 persons.
27. Tours will be available by reservation only.
28. The Lessor reserves the right to cancel the Agreement no later than thirty (30) days prior to the initial Event date by notice in writing to the Lessee. In event of such cancellation, the Lessor shall refund to the Lessee the entire rental amount and the entire Damage Deposit.
29. In the event the Lessee refuses or neglects to provide any of the items herein stated, or fails or refuses to make any of the payments as provided in the Agreement or to proceed with the Event, the Lessor shall have no obligation to perform under the Agreement.
30. The Agreement shall not be changed, modified, or varied except by a written statement signed by both parties hereto. The Agreement may not be in whole or in part assigned, transferred, or sublet by the Lessee.
31. Each of the individuals who executes the Agreement agrees and represents that he is authorized to execute the Agreement on behalf of the respective entity. Accordingly, the Lessor and Lessee both waive and release any right to contest the enforceability of the Agreement based upon the execution and/or approval thereof.
32. Lessee hereby covenants and agrees to take and assume all responsibility for any activity connected with the Lessee's use of the Premises. The Lessee shall bear all losses and damages directly or indirectly resulting to it and/or the Lessor resulting from or in any manner arising out of or in connection with activities or use of the Premises. Lessee shall defend, indemnify and hold harmless the Lessor and the Lessor's elected and appointed officials, officers, directors, commissions, employees, representatives, consultants, servants, agents and volunteers (individually an "Indemnified Party" and collectively the "Indemnified Parties") from and against any and all claims, suits, actions, judgments, injuries, damages, losses, costs, expenses and liability of any kind whatsoever, including but not limited to attorney's fees and costs of defense ("Liabilities"), which may arise from or be the result of alleged willful, negligent or tortious conduct arising out of the Lessee's use of the Premises, any guest, subcontractor, anyone directly or indirectly employed by the Lessee or subcontractor or anyone for whose acts the Lessee or subcontractor may be liable, regardless of whether or not the act or omission is caused in part by a party indemnified hereunder. This indemnity obligation does not include

Liabilities caused by or resulting from the sole negligence of an Indemnified Party. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision. In any and all claims against an Indemnified Party, by any employee of the Lessee, its guest, its subcontractor, anyone directly or indirectly employed by the Lessee or subcontractor or anyone for whose acts the Lessee or subcontractor may be liable, the indemnification obligation set forth in this provision shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Lessee or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. This obligation to indemnify, defend, and hold harmless the Indemnified Party(ies) shall survive expiration or termination of this agreement, provided that the claims are based upon or arise out of actions or omissions that occurred in connection with Lessee's the use of the Premises.

- 33. The Lessor, in its sole discretion, may require that Lessee, at Lessee's own expense, provide a security officer, acceptable to the Lessor, on the Premises for the entire duration of the Event.
- 34. Unless the Lessee already has its own insurance that satisfies the requirements herein, Lessee, at its own expense, shall purchase Tenant's Liability Insurance coverage for the Event from a Lessor-approved carrier. Lessor, in its sole discretion, may require Lessee to maintain insurance identified in Exhibit "A," attached hereto and incorporated herein by reference. All insurance shall be provided by an insurer(s) acceptable to the Lessor, and shall name Newton County as an additional insured on the general liability policy. Application shall include a certificate or policy of insurance evidencing compliance with these requirements. In no event shall the Lessee utilize the Premises until such time as it has secured and provided evidence of the required coverage.

I have read and understand these Rules and Regulations in its entirety. I agree to abide by all of the Rules and Regulations of Gaither Plantation.

Lessee Signature
Individual or Authorized Representative for Business

Date

Printed Name

Approving Authority Signature for
Gaither Plantation

Date

Exhibit "A"

COVERAGES REQUIRED OF OTHERS USING LOCAL GOVERNMENT FACILITIES

Facilities Use Checklist - By Activity

Type of Organization	Commercial General Liability	Business Auto Liability	Professional Liability	ISO "Basic" Property Coverage	Workers' Compensation
Construction/Remodeling	3	3	3	3	3
Lease(tenant of an entire building or ground lease with building reverting to agency)	3	*		*	
General Lease or Rental of Facilities for an Extended Period of Time	3			*	
Transportation Contractor	3	3			3
Special Events	3				*
Formally Organized Individuals or Entities		*			*
Church Services		*		*	*
Boy Scouts or Girl Scouts		3		*	*
Individuals	*				
Gym Classes	*				
Private Companies (parties-meetings)	3	*	*	*	3
Non-Profit Organization's Meeting	3	*			*
Community College Classes					*
Community Schools (not related to District)	3				*
Fair, Festivals, Carnivals		*			
Sporting Events		*			
Parent Clubs/Booster Club Activities	*	*			

KEY:

3 Coverage normally required.

* Coverage may be required but at Public Entity Discretion.

Facilities Use Checklist - By Organization

Type of Organization	Commercial General Liability	Business Auto Liability	Professional Liability	ISO "Basic" Property Coverage	Workers' Compensation
Church	3	*		*	*
Individual	*	*	*		
Political Campaign	*				*
City/County	3	*			3
Private Companies	3	*		*	3
Non-profit Groups	3	*			*
Parent/Booster Clubs	*	*			
Contractors	3	3	3	3	3
Consultants Professionals	3		3		3

KEY:

3 Coverage normally required.

* Coverage may be required but at Public Entity discretion.

GAITHER PLANTATION
Rental Rates for Other Events
(Excludes Weddings)

Sunday – Saturday
10:00 am – 3:00 pm **OR** 3:00 pm – 8:00 pm

County Residents	*\$350.00 Rental Fee	+	\$100.00 Damage Deposit
Non-County Residents	*\$500.00 Rental Fee	+	\$200.00 Damage Deposit
Non-Profit/Profit Organization			
(0-250 Guests)	*\$750.00 Rental Fee	+	\$200.00 Damage Deposit
(Above 250 Guests)	*\$1000.00 Rental Fee	+	\$250.00 Damage Deposit
NCBOC Employees	*\$200.00 Rental Fee	+	\$100.00 Damage Deposit

*Rental is available in **two five-hour (5)** time frames.*

All day rental from 10am – 8pm will be considered as two separate reservations.

***You have a choice of one area listed below with the base rental fee. If you wish to reserve multiple areas there will be an additional per area charge.**

Pavilion: \$200

Harris Springs Church: \$200

Plantation Home Sunroom which includes the backyard with Gazebo: \$200

Cabin for a walk-a-bout tour: \$75

(Example: Your choice is the Pavilion, the rental fee is \$350 plus deposit. If you wish to add the Sunroom and backyard, you will pay an additional \$200 with the Total Price of \$550 plus the deposit.)

TAKE YOUR OWN PROM PHOTOS
EXCLUSIVE FOR NEWTON COUNTY SCHOOLS
Reservation Required

Student	\$10.00
Companion	\$10.00

TOURS (MONDAY – FRIDAY)
Reservation Required

Seniors	60 and over	\$5.00
Adults	13 – 59	\$8.00
Children	4 – 12	\$5.00
Children	3 and under	no charge

TOURS FOR SCHOOL GROUPS
Teachers and Students \$3.00 per person

The Cecelia Package

You will have access to the plantation the day before your special event and the day of

\$3,500.00 plus \$300.00 Damage Deposit

Engagement Pictures

Bridal Luncheon

Plantation Home: Bride's Room

Sunroom

Pavilion

Pavilion Kitchen

150 Chairs

15 Round Tables – 60" Diameter

2 Round Tables – 48" Diameter

4 Rectangular Tables – 3'x 8'

8 Pub Tables

Battery Operated Candles

Misc. Vases

Private Dinner for the Bride and Groom in the Plantation Home

Harris Springs Church included if desired

The Magnolia Package

\$2,500.00 plus \$300.00 Damage Deposit

Engagement Pictures

Rehearsal Four (4) Hours

Plantation Home: Bride's Room

Pavilion Wedding Reception

Pavilion Kitchen

75 Chairs (additional chairs \$3.00 each)

10 Round Tables – 60" Diameter

2 Round Tables – 48" Diameter

4 Rectangular Tables – 3'x 8"

8 Pub Tables

Battery Operated Candles

Misc. Vases

The Hummingbird Package

\$2,000.00 plus \$300.00 Damage Deposit

Rehearsal Four (4) Hours

Plantation Home: Bride's Room

Pavilion – Wedding Reception

Pavilion Kitchen

75 Chairs (additional chairs \$3.00 each)

8 Round Tables – 60" Diameter

2 Round Tables – 48" Diameter

4 Rectangular Tables – 3'x 8'

8 Pub Tables