

CITY OF LOXLEY
RENTAL CONTRACT
CIVIC CENTER

LESSEE'S NAME: _____

PHYSICAL ADDRESS: _____

MAILING ADDRESS:
IF DIFFERENT: _____

HOME PHONE NUMBER: _____ CELL PHONE NUMBER: _____

DRIVER'S LICENSE NUMBER: _____

RESERVATION DATE: _____

MAXIMUM NUMBER ATTENDING _____ *(BUILDING CAPACITY _____)

Type of Event: _____ Hours using facility: _____ to _____

(MUSIC WILL BE SHUT OFF BY 10PM. NO OVER EXCESSIVE LARGE SOUND EQUIPMENT WILL BE ALLOWED IN THE BUILDING. ALL OCCUPANTS MUST BE OUT BY MIDNIGHT.)

If applicable please complete the following information:

Caterer: _____ Phone Number: _____

Rentals: _____ Phone Number: _____

_____ Phone Number: _____

Is any type of alcohol being served? YES ___ NO ___

If NO, the Alcohol Control statement below must be completed and initialed.

If YES or the event will last until after 9:00 pm security officers are required.

A minimum of 2 officers is required for all events serving alcohol.

ALCOHOL CONTROL:

I, _____, do hereby state that no alcohol will be served at the event on _____. INITIAL _____

AGREEMENT:

1. The above responsible party (also called the Lessee) agrees that the rules and regulations set forth by the City of Loxley, and made a part of this rental contract shall be adhered to. **NOT ADHERING TO THESE RULES AND REGULATIONS WILL FORFEIT THE DAMAGE DEPOSIT.** INITIAL _____
2. It is agreed by you and/or your organization that you will not issue any more tickets or invitations that what is stated in this contract, and at no time shall there be more than _____ occupants in the Civic Center facility.
3. You and/or your organization hereby agree to assume all responsibility for any and all damage that may be done by your members and/or guests to the building, equipment, furniture and facilities, during the occupancy of the facility by your organization, and further agree to pay for such damages upon rendition by the Town of Loxley to you or your organization of a certified invoice for the same.
4. It is agreed by you and/or your organization that you are responsible for any and all services or contract violations made by bands, groups or other persons under contract to you and/or your organization while engaged in their activities at the facility.
5. It is agreed that this contract shall be subject, at all times, to immediate cancellation by the City of Loxley in the event of a City sponsored, or other government, event scheduled for the same day.
6. Also, it is agreed that if upon inspection during your event that you have violated any portion of this contract, you may have to vacate the facility immediately.
7. This contract embodies the entire agreement and understanding of the parties and there are no further or prior agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof.

HOLD HARMLESS STATEMENT:

As part of the consideration hereof, the Lessee hereby covenants and agrees to defend, hold harmless and indemnify the City of Loxley, its agents and employees from and against any and all liability for claims for damages or other claims for personal injury, death or property injury, sustained by Lessee or Lessee's guests, as the result of the acts or omissions of Lessee or Lessee's guests and the negligence acts or omissions of the City of Loxley, its agents or employees.

The Lessee will also defend, hold harmless and indemnify the City of Loxley from and against all fines, suits, claims, demand and actions of any kind or nature, by reason of any breach, violation or nonperformance of any condition hereof on the part of the Lessee.

RULES AND REGULATIONS:

Definitions:

NON-RESIDENT - Person or group not having residency within the corporate limits of the City of Loxley, whose address cannot be verified as within the Town's limits or Police Jurisdiction.

RESIDENT - A resident, business, or group, in the City of Loxley or Police Jurisdiction and having a physical address that verifies they are inside the City's corporate limits or Police Jurisdiction.

Reservations:

Reservations shall be made on a first come, first served basis, except that governmental functions shall take precedence over all other functions, and may necessitate the cancellation or postponement of an event.

All persons, groups or organizations using the facility shall state the hours they wish to reserve the facility.

Persons or groups wishing to reserve the facility must complete and sign the contract form and pay all fees no less than 2 weeks prior to the date requested before being entered on the reservation calendar located at Town Hall located at 1089 South Hickory Street, Loxley, Alabama. ***NO RESERVATIONS WILL BE CONFIRMED OR PLACED ON THE CALENDAR UNTIL THE RENTAL FEE IS PAID IN FULL.**

Reservations will not be accepted more than twelve months in advance.

Fee:

Rental fees shall be \$_____ per day for Non-Residents, and \$_____ per day for Residents. Rental fees are payable at the time the reservation is confirmed.

A damage deposit of \$_____ per day will be required for all reservations. The damage deposit must be paid 30 days prior to the scheduled event. If paid less than 30 days prior to the scheduled event, only cash will be accepted.

The Lessee will be required to submit a NON refundable deposit \$_____ if the event is having alcohol

Access to the facility will not be granted until the damage deposit is paid. The deposit will be returned to the Lessee if there are no damages to the field or City property within seven (7) days of departure.

All or some of the damage deposit may be forfeited (as determined by the City of Loxley) if:

- * any damage is done to the facility or any City-owned property or facilities;
- * the event hours stated in this contract are not adhered to.

- * the facility is not properly cleaned prior to Lessee's departure; or any terms of this contract are not adhered to by the Lessee;

In the case of severe damage that repair costs exceed the amount of the damage deposit, the Lessee shall be personally responsible for cost of the repairs and all costs of collection, including a reasonable attorney's fee.

Security and Alcoholic Beverages:

For any events that last until after 9:00 pm or that are serving alcohol, security officers are required. It does not matter the quantity or type of alcohol being served. If security is required, a minimum of two (2) officers shall be provided as described herein. The Lessee is responsible for paying the City for police officers at a rate of \$45.00 per hour for a minimum of 4 hours before the start of the event. The City's Police Department has the authority over the selection of the officers for the event. Upon the payment of fees described above, the activities coordinator will contact the City's Police Department for scheduling of the security officers. Failure to compensate officers prior to the start of the event will result in cancellation of the event and in forfeiture of the Lessee's damage deposit.

Clean-up:

Lessee is responsible for clean-up of the facility and any surrounding property including, but not limited to, any sidewalks or parking lot debris from the event. All decorations must be removed without leaving damages directly following departure. Lessee is responsible for the facility and surrounding areas to be cleaned up and all supplies and equipment must be removed by Lessee upon conclusion of the event. The City is not responsible for any items left on the facility or surrounding property after the event. All loose debris, including cups, plates, napkins, cans, etc. must be removed from the tables, and all debris must be placed in a container(s) and emptied into the trash container located outside the facility.

****There will be an inspection after each event by City personnel.**

REMEMBER THAT ANOTHER EVENT MAY BE SCHEDULED BEHIND YOURS, AND PREPARATION TIME MUST BE GRANTED TO EACH LESSEE.

General Rules:

Lessee must be at least 21 years old to reserve and lease the facility. Events held for the benefit of minors require adult chaperones. Adult chaperones must be present at the facility at all times during such events.

The City permits use of the facility on an "as is" basis. Any decorations must be removed following the event. Decorations that are to be shared with other groups may be left in place if prior arrangements are made with, and approved by the activities coordinator.

No nails, tacks, brackets, or self-adhesive tape will be allowed on or in the walls, ceilings, or floors. Any material that will deface, mar, or damage a finished surface shall not be used.

Access to the building must be arranged with the activities coordinator or designated employee of the City. The Lessee will be responsible for signing out a key, and returning it to the City following the event, or placing it in a designated drop area after the event. The pickup of the key has no bearing on when the Lessee's time of use begins or ends. It is

unlawful to copy any keys to City facilities. No inventory items, such as chairs, tables, podiums, etc. shall be loaned nor permitted to be removed from the premise under any condition.

The activities coordinator must approve any appliance, with special power needs, being used at the facility.

*At no time may the maximum number of people in the building exceed the building code limit of _____.

No rice, birdseed or like materials may be thrown inside the Civic Center facility.

Smoking is prohibited in all Town buildings including the Civic Center facility.

Cancellation:

All cancellation must be in writing and given to the activities coordinator or City Clerk as soon as possible prior to the event. Any appropriate fees will be refunded by check to the Lessee within seven (7) days of Notice of Cancellation. For cancellations made 60 days or more prior to the event, there will be a \$50.00 cancellation fee. For cancellations made less than 60 days prior to the event, ALL fees will be forfeited.

LESSEE: _____

DATE: _____

ADDRESS OF THE FACILITY:

4198 Municipal Park Drive
Loxley, Alabama

APPROVED BY: _____

DATE: _____

MAYOR FOR THE CITY OF LOXLEY