

Effective date of this document: 11-01-2010

APPLICATION/CONTRACT

This application/contract is made on _____ between the Town of Loxley, Alabama, hereinafter called the TOWN, and: *(To be filled out by Lessee. Sign and date final sheet upon submission of application. Applications that have not been signed and dated will not be processed. Print neatly!)*

Event Sponsor Name: _____

Email address: _____

Mailing Address: _____

City, State, Zip Code: _____

Contact Phone: _____ Work Phone: _____

hereinafter called the LESSEE.

Based on this agreement and the LESSEE'S commitment to faithfully perform all its terms, the TOWN hereby leases to the LESSEE the Loxley Civic Center Town Meeting Hall to be used for the purpose of *(Place the name of the group or type of activity planned on the line below.)*

and for no other reason whatsoever without the express written consent of the TOWN for the term of:

If this is a single event lasting single or consecutive dates fill in the form below:

Starting Date: _____ Time: _____ AM PM Pre-approved After Midnight

Ending Date: _____ Time: _____ AM PM

The event will be held a total of _____ day(s).

If this is a recurring event scheduled daily, weekly, or monthly fill in the form below:

Starting Date: _____

Starting Time _____ AM PM Ending Time: _____ AM PM

Type of Recurring Event: Daily Weekly Monthly

Day(s) of Week: Sun Mon Tue Wed Thu Fri Sat

Week of Month: 1st 2nd 3rd 4th

Lease Category:

- Private Individual Private Group Local
- Business Individual Business Group Non – Local
- Charitable Organization State Organization
- Town/Sponsored Event Non-Profit Organization
- Community Organization School Curriculum Related Event

The following apply to this event:

- Serving Alcohol Police Officer(s) Secured
- Teen Event Police Officer(s) Secured
- Need A / V, Sound Technician Secured Event Admission X 15% = Rent
- Use of Kitchen Covered Dish Caterer Approved by Events

Coordinator

- Main Auditorium Meeting Room Arts and Crafts Room Game Room

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The TOWN and LESSEE mutually agree as follows:

Rental (Based on the attached Fee Schedule ~ Non-negotiable)

- A. To pay the TOWN for the use of the Civic Center/Town Hall the following:
- Basic Rent: _____ per day for _____ day(s) for a total of _____
 - Damage Deposit: _____ (required)
 - Setup Costs: _____ (optional)
 - Rehearsal Fee _____ (optional)
 - Additional Hours _____ (optional)
 - Security (If Required) _____ (Required by certain types of events)

TOTAL DUE TOWN _____

A down payment in the amount of **one half the amount listed above (\$_____)** is due on the execution and delivery of this agreement and **the remainder, including security, if required (\$_____)** on or before 4:30 PM on the last business day one week prior to the event (that date is ____/____/____).

- B. To pay the TOWN on demand any sum which may be due for additional services, accommodations or material furnished or lent to said LESSEE.
- C. To cause the Civic Center to be kept clean and generally cared for while leased.
- D. To quit and surrender the Civic Center to the Town at the end of the lease term in the same condition as the commencement of this lease, ordinary wear and tear is an exception.
- E. To abide by the Civic Center Regulations as explained in the application instructions and by all other rules and regulations from time to time adopted or prescribed by the TOWN for the management of the Civic Center.

Security Required and Optional

The LESSEE **MUST** contract through the TOWN a Loxley Police Officer as security (or a security agent assigned by the Loxley Civic Center Director) to be present during any event at the Civic Center where alcoholic beverages are served or a teen specific event is planned unless specifically exempted from this requirement by the TOWN.

- A. The event covered by this rental contract [Will] [Will Not] serve alcoholic beverages.
- B. The event covered by this rental contract [Will] [Will Not] be a teen events.
- C. The event covered by this rental contract [Requests] [Does Not Request] optional security.
- D. Alcoholic Beverages **CAN NOT** be sold in the Civic Center. Alcoholic Beverages **CAN NOT** be served at the Town Hall.
- E. The event covered by this rental contract [Is] [Is Not] exempted from the requirement to have a Police Officer present.
- F. The present rate of pay for security is \$ 35.00 per hour to be paid to the Town of Loxley prior to receiving the key for the event. The LESSEE must agree to contract a minimum of four (4) hours if security is required or requested.

Kitchen, Sound, and Lighting

- A. LESSEE [May] [May Not] use the Civic Center Kitchen.
Approved caterer is: _____.
- B. LESSEE [May] [May Not] use the Civic Center/Town Hall sound equipment.
Certified Technician is: _____.
- C. LESSEE [May] [May Not] use the Civic Center lighting equipment.
Certified Technician is: _____.

Cancellation

- A. Should LESSEE cancel this Rental Contract, LESSEE hereby agrees to reimburse TOWN for any and all expenses incurred by the TOWN on behalf of the LESSEE.
- B. The LESSEE and TOWN will agree to abide by the reimbursement agreement found in the Application/Contract Instructions, Page 2, Section H, under "General Information."

Compliance with Laws

LESSEE shall comply with all laws of the United States and of the State of Alabama, all ordinances of the TOWN of LOXLEY, and all rules and regulations of the Police and Fire Departments and other TOWN authorities. The LESSEE will not do, nor suffer to be done, anything at the Civic Center or Town Hall in violation of any such laws, ordinances, rules, or regulations. If the LESSEE's attention is called to any such violation by any person employed by the LESSEE or admitted to the LESSEE's sponsored event, the LESSEE will immediately desist from and correct such violation.

Acceptance of Premises

LESSEE represents that it has inspected the facility and equipment and that same are in proper conditions and adequate for uses contemplated by LESSEE.

Control of Premises and Keys

- A. The premises, including the keys thereto, shall at all times be under the sole and exclusive charge and control of the TOWN.
- B. The TOWN will provide one key that will unlock the entrance to the main part of the building. The LESSEE may pick up the key on the day prior to the event at the TOWN HALL.
- C. LESSEE agrees not to make any copies of the issued key.
- D. LESSEE understands that no reimbursement will be made until keys are returned to the TOWN as per key policy.
- E. LESSEE understands that loss of the key will result in forfeiture of damage deposit as locks will have to be replaced.
- F. LESSEE, upon the completion of an event, will make sure all entrances to the facility are properly secured and locked.

Emergencies

LESSEE agrees that in the event of a disaster or imminence of an emergency of any kind, TOWN shall have the right to terminate any event in any facility, to vacate the premises, or to take any action that may be deemed appropriate at the discretion of the TOWN. The TOWN shall be excused from performance of any obligations, under this agreement, which are rendered impractical due to acts of God or other cause beyond the reasonable control of the TOWN.

Decorations

- A. LESSEE will submit a plan for any decorations that are not free standing to the TOWN for approval before any such decorations are installed.
- B. No holes may be drilled in the walls, floors, or other parts of the building.
- C. No nails, hooks tacks or screws may be driven into any part of the Civic Center or the Town Meeting Hall.
- D. No tape or other adhesive shall be affixed to the walls, ceilings or floors of the Civic Center or the Town Meeting Hall.

Setup and Cleanup

- A. The TOWN will provide necessary furniture and equipment as is available for the use of the LESSEE.
- B. LESSEE is responsible for the setup of the said event, unless special arrangements are agreed upon by the LESSEE and the TOWN.
- C. LESSEE will remove all event related equipment and materials owned by the LESSEE brought into the Civic Center or Town Meeting Hall at the end of the rental period.
- D. LESSEE will remove all decorations at the end of the rental period.
- E. LESSEE will clean up all cups, napkins, food items, and other loose debris and place them in the Civic Center garbage dumpster. No food will be allowed in the Town Meeting Hall.
- F. LESSEE using the kitchen of the Civic Center will clean stoves, ovens, sinks, work areas and other kitchen equipment at the end of the rental period.
- G. OWN will take down tables, chairs and Civic Center or Town Meeting Hall equipment.
- H. TOWN will clean floors and finalize the cleanup after the said event.
- I. TOWN will charge the cost of extra-ordinary clean up work against the LESSEE's Damage Deposit.

Prohibited Activities

- A. The Loxley Civic Center and the Town Hall Meeting Room are NO SMOKING public facilities.
- B. No Town Facility will be occupied by the LESSEE later than 12:00 Midnight without special permission.
- C. Without prior written consent of the TOWN, no engine, machinery, oils, or open flame is allowed in any facility.
- D. Sale of alcohol beverages is prohibited at all facilities. No food or drink is allowed at the Town Hall Meeting Room.
- E. Occupancy of the Civic Center shall not exceed 500 persons. Occupancy of the Town Hall Meeting Room shall not exceed 125.
- F. Passageways, aisles, and emergency exits will be kept clear at all times.
- G. No show bills or advertisements may be posted on the building unless approved by the TOWN in writing.
- H. All minor children must be supervised at all times. No child, teen or group of same shall be allowed access to the game room or crafts room without adult supervision.

Objectionable Performances

LESSEE agrees that no performance, exhibition or activity shall be given, displayed or permitted to continue at any facility which shall be objected to by the TOWN. The TOWN shall maintain the right to cause such performances, exhibitions, or activity to be immediately terminated without liability to the TOWN.

Objectionable Persons

The TOWN reserves the right to eject from the premises any person or persons deemed by it to be objectionable, and upon exercise of this right by the TOWN, LESSEE waives any and all claims for damages against the TOWN.

Substitution of Personalities

LESSEE agrees that in the event the performances contemplated under this Rental Contract shall involve the personal appearance of any specific personality, group, or attraction, no substitution for the advertised personality, group, or attraction shall be made without the prior written consent of the TOWN.

Damage Deposit / Damage to Property

The damage deposit paid by the LESSEE shall be reimbursed in full unless any one of the following occurs:

- The key issued to the LESSEE is not returned.
- The LESSEE is found to be in violation of this contract.
- The facility leased and any of its equipment, furniture, and implements are damaged.
- Items belonging to the Civic Center are missing.
- For some reason, the LESSEE owes any of the fees for the lease of the building.

The LESSEE shall not allow anything to be done to injure, mar, or in any manner deface the a leased facility. LESSEE grants that if any portion of the facility shall be damaged by the act, default, or negligence of LESSEE or any person admitted to the facility by LESSEE, LESSEE shall pay to the TOWN upon demand such sum as shall be necessary to restore the premises to the condition found by both parties to be acceptable.

Attorney Fees

LESSEE agrees to pay all costs and expenses, including a reasonable attorney's fee, incurred by the TOWN in collecting or attempting to collect any rental or service charge that becomes past due or in enforcing or attempting to enforce any of the terms and conditions of this Rental Contract.

Improper Lodging

LESSEE shall not permit the said premises to be used for lodging rooms, or for any improper, immoral or objectionable purpose.

Assignment of Rights

LESSEE shall not assign this lease, nor suffer any use of the Civic Center, other than as herein specified, nor sublet the Civic Center, or any part thereof, without the express written consent of the TOWN.

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Hold Harmless and Indemnification

The TOWN assumes no responsibility whatsoever for any property placed in the premises, and LESSEE hereby releases, discharges, and indemnifies the TOWN from any and all liability for any loss, injury, or damage to person or property including death, that may be sustained by reason of occupancy of the Civic Center under this Rental Contract. LESSEE assumes all risk of damage to and loss by theft or otherwise of fixtures, appliances or other property of LESSEE's exhibitors, contestants, persons, or those contracting with LESSEE, as well as employees thereof, and the TOWN is expressly released, discharged, and indemnified from any and all liability for such loss. In the receipt, handling, care or custody of property of any kind shipped or otherwise delivered to the premises of the TOWN, either prior to, during, or subsequent to the use of said premises by LESSEE, the TOWN and its officers, agents and employees are acting solely for the accommodation of LESSEE and shall not be liable for any loss, damage or injury to or destruction of such property.

It is Further Mutually Agreed By and Between the Parties:

That all terms and conditions of this written Rental Contract shall be binding upon the parties and cannot be varied or waived by any oral representations of any agent of the parties unless the same be in writing and mutually signed by the duly authorized agent who executed this Rental Contract.

IN WITNESS WHEREOF, the TOWN of Loxley has caused the presents to be signed and the LESSEE has signed the same the month, day, and year written below.

ATTEST

THE TOWN OF LOXLEY, ALABAMA

Mayor Billy Middleton

WITNESS

LESSEE

DATE
