



City of Bay Minette

John F. Rhodes Civic Center Rental Contract

301 D'Olive St • (251) 580-1619

Lessee Name: _____ Application Date: _____

Organization: _____

Address: _____

Phone No.: _____ Email: _____

Lease Category:

- Private- Profit Organization
- Non-Profit / Community Organization
- Other- please describe: _____
- City Sponsored Event
- Charitable Organization

Event Date: _____ Time: _____

Rates:

- Rental**- \$1,000 for one (1) day up to 8 hours. This includes set-up and kitchen usage: Set-up hours the day of the event require additional rental fees. **This is for events other than Weddings- see Wedding rates below.*
- Wedding**- \$1,500- The facility will open at 10am on the day of the event. If access to the facility is requested after 3pm on the preceding business day of the event, an additional day of rental is due. Please be advised, there is not a guarantee of the availability on the preceding business day for set-up unless the additional day is secured via payment.
* Please indicate if you would like to reserve an additional day (1 business day prior to event): Yes No
- Police Officer**- \$30 per hour- This will only secure one (1) Police Officer. ****Mandatory if alcohol will be present.***

NOTE: It is the Lessee's responsibility to ensure all applicable ABC Licenses are acquired for events where alcohol will be sold or included as part of the event ticket price.

FEES DUE * Must be paid 14 days prior to event

REQUIRED Damage & Reservation Deposit: \$250 _____ Cash CC Check – No.: _____

Event: _____

Additional Reservation Day: _____

Police Officer Fee: _____

TOTAL: _____

****CANCELLATION NOTICE****

If cancellation occurs within fourteen (14) days prior to event, the City will retain the \$250 Damage & Reservation Deposit.

Deposit Refund Approved: _____

Date Deposit Refund Paid: _____

OFFICE USE ONLY – Additional Payments Received

Date Paid: _____	Date Paid: _____	Date Paid: _____
Paid: <input type="checkbox"/> Cash <input type="checkbox"/> Credit Card	Paid: <input type="checkbox"/> Cash <input type="checkbox"/> Credit Card	Paid: <input type="checkbox"/> Cash <input type="checkbox"/> Credit Card
<input type="checkbox"/> Check – No.: _____	<input type="checkbox"/> Check – No.: _____	<input type="checkbox"/> Check – No.: _____
Balance: _____	Balance: _____	Balance: _____

RULES & REGULATIONS

Please be advised, the venue shall not exceed 350 persons, nor shall the venue be occupied later than 1:00am. All passageways or aisles are to be kept clear in order to avoid any potential emergency delays.

The City of Bay Minette reserves the right to ensure compliance by the appropriate means necessary.

CLEAN – UP

Applicant is responsible for the following:

- Removal of ALL equipment, materials and decorations- Please ensure there are no items are not left behind.
- Trash must be picked up, placed in garbage bags, and taken to the dumpster in the back of the facility.
- Kitchen must be maintained and wiped down.

DECORATIONS

No holes may be drilled in the walls, floors, or other parts of the building. No nails, hooks, screws, or tacks. No tape or other adhesive shall be affixed to walls or floors.

PROHIBITED ACTIVITIES

- No smoking
- No engine machinery, oils or open flame unless approved by CITY in writing
- No show bills or advertising on buildings unless approved by CITY in writing

LESSEE HEREBY AGREES TO THE FOLLOWING:

- Employ one (1) Bay Minette Police Officer to be present during any event where alcoholic beverages are present.
**To be determined by the City.*
- Comply with all laws of the United States and of the State of Alabama, all ordinances of the City of Bay Minette and all rules and regulations of the Police and Fire Departments and other City authorities.
- Not assign this lease, nor suffer any use of this facility other than herein specified, nor sublet the facility or any part thereof without the express written consent of the CITY.
- The facility will not be used for lodging rooms or for any improper, immoral or objectionable purpose(s).

OBJECTIONAL PERFORMANCES AND/OR PERSONS

- In the event of a disaster or occurrence of any emergency of any kind, the City has the right to terminate any events to vacate the premises.
- No performance, exhibition or activity shall be given, displayed or permitted to continue which shall be objected to by the City.
- The City has the right to cause such performances, exhibition, or activity to be immediately terminated without liability to the City.
- The City reserves the right to remove any person or persons from the premises, if deemed to be objectionable by the City.

DAMAGE AND/OR ATTORNEY FEES

- If any portion of the facility shall be damaged by the act, default or negligence of any persons admitted by the LESSEE, the LESSEE shall pay to CITY upon demand such sum to restore premises to their present condition.
- Pay all costs and expenses including attorney's fee incurred by the CITY in acting or attempting to collect any rental or service charge past due.

By signing below, you are stating you have read and understand the Rules and Regulations and will abide by each item accordingly.

Signature of Lessee

Date

IDEMNITY, HOLD HARMLESS AND RESPONSIBILITY AGREEMENT

In consideration of the permission granted to me by the City of Bay Minette to use the venue, known as the John F. Rhodes Civic Center, I hereby indemnify and hold harmless the City of Bay Minette, its agents, servants and employees from any and all causes of action that may rise from injury to me or third parties using the venue, who are injured or suffer property damage that is in any way caused by my use of the venue. This indemnity and hold harmless agreement is given to the City of Bay Minette to protect the City and its agents, servants and employees from the cost of defense and claims for injuries and damages that may be caused either directly or indirectly by my use of the venue.

I understand that as the lessee I am fully responsible for ensuring the rules are followed by those attending my event. I also understand that the cost of any damages or excessive cleanup as a result of my event will be invoiced to me by the City of Bay Minette. I will be fully responsible for payment of that invoice and will not be allowed to rent any City facility until that invoice is paid in full.

This contract is made on this date between the City of Bay Minette hereinafter, also called the City, and responsible person hereinafter called/known as the Lessee. Based on this agreement and the Lessee's commitment to faithfully person all of its terms, the City hereby leases to the Lessee the John F. Rhodes Civic Center to be used for the purpose as stated above. The Lessee will not use the venue for any other purpose without the expressed written consent of the City of Bay Minette for the duration of the established rental date(s).

Lessee Name- Please Print

City Representative

Signature of Lessee

Signature of City Representative

Date

Date