



# City of Bay Minette

## Holly Hills Clubhouse License Agreement

38934 Country Club Dr. Bay Minette, AL 36507 · (251) 580-2553

Licensee Name: \_\_\_\_\_ Application Date: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Email: \_\_\_\_\_

Event Date: \_\_\_\_\_ Time\*: \_\_\_\_\_ *\*four (4) hour minimum, six (6) hour maximum for events after 5:00 pm (includes clean-up time)*

Purpose/Type of Event: \_\_\_\_\_

Expected Attendance\*: \_\_\_\_\_ *\*(Max Capacity: 150)* Decorator Contact: \_\_\_\_\_

DJ Contact\*: \_\_\_\_\_ Caterer Contact\*: \_\_\_\_\_

*\*DJ not permitted for Daytime Meetings/Trainings.*

*\*No kitchen available. Cooking at designated outdoor area only.*

### RATES:

- Daytime Meeting/Training** (Banquet Room ONLY)- Rental fee: **\$100 per hour between 8:00 am and 5:00 pm**, Tuesday-Friday. Set-up time is included at no cost on the day of the event. Facility access begins at 7:00 am. The license period ends at 5:00 pm. All cleanup must be completed within the allotted license period. No alcohol is permitted at this event type.
- Event/Party- (8:00 am - 5:00 pm, Tuesday-Sunday): \$150 per hour. (After 5:00 pm): \$200 per hour.** Set-up time is included at no cost on the day of the event. Facility access begins at 7:00 am. The event must conclude by 10:00 pm, and the license period ends at 11:00 pm. All cleanup must be completed within the allotted license period.
- Prior Day Set-up\***: Set-up access may be granted the preceding business day from 7:00 am to 5:00 pm at the rate of **\$250 per day**, subject to availability. Advance payment is required to ensure availability for set-up on the preceding business day.  
*\* Please indicate if you would like to reserve an additional day (one business day prior to event):*     Yes     No
- Police Officers: \$50 per hour- One (1) City of Bay Minette Police Officer is mandatory if alcohol will be served.**

*\*Please indicate if your event will include alcohol.*    Yes    No

**\*\*Note: Outside alcohol is prohibited.** Alcohol can be purchased from the Holly Hills bar only. **If an officer is not reserved and paid for by the Licensee, access to the bar area is prohibited** for all members of the party.

**FEES DUE** *\*Deposit must be paid to reserve a date and full payment must be received at least fourteen (14) days prior to event*

**REQUIRED** Damage & Reservation Deposit:    \$500     Cash     CC     Check – No.: \_\_\_\_\_

Event: \_\_\_\_\_

Additional Reservation Day: \_\_\_\_\_

Police Officer Fee: \_\_\_\_\_

**TOTAL:** \_\_\_\_\_

**Deposit Refund Approved:** \_\_\_\_\_

**Date Deposit Refund Paid:** \_\_\_\_\_

### **\*\*CANCELLATION NOTICE\*\***

If cancellation occurs within fourteen (14) days prior to event, the City will retain the \$500 Damage & Reservation Deposit.

In the event of a disaster or any emergency, the City reserves the right to terminate the event and require immediate vacation of the premises. In such circumstances, 75% of the rental fee will be refunded to the Licensee.

### **OFFICE USE ONLY – Additional Payments Received**

Amount: \_\_\_\_\_ Date: \_\_\_\_\_      Amount: \_\_\_\_\_ Date: \_\_\_\_\_      Amount: \_\_\_\_\_ Date: \_\_\_\_\_

Paid:  Cash     Credit Card      Paid:  Cash     Credit Card      Paid:  Cash     Credit Card

Check – No.: \_\_\_\_\_       Check – No.: \_\_\_\_\_       Check – No.: \_\_\_\_\_

Remaining Balance: \_\_\_\_\_      Remaining Balance: \_\_\_\_\_      Remaining Balance: \_\_\_\_\_

## RULES & REGULATIONS

Please be advised, the venue capacity shall not exceed 150 persons. No event may continue past 10:00 pm. All cleanup must be complete and all occupants must vacate the building by 11:00 pm. A fee of \$65 will be deducted from the deposit for every 30 minute holdover interval beginning at 11:00 pm (for example - if last occupant leaves at 11:01 pm, a \$65 fee will be assessed. If last occupant leaves at 11:32 pm, a \$130 fee will be assessed). All passageways and aisles shall remain clear to avoid emergency delays.

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

### SET-UP, DECORATIONS, AND PROHIBITED ITEMS

- All set-up is included at no cost to the Licensee on the day of the event. Facility access begins at 7:00 am, unless otherwise specified.
- Set-up in the bar area is prohibited before 5:00 pm.
- 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.
- No tables or chairs shall be placed on the dance floor.
- Candles, rice, birdseed, and confetti-like materials are prohibited.
- Pets are not permitted inside the facility.

### CLEANUP

Applicant is responsible for the following:

- Removal of ALL equipment, materials and decorations, including balloons. Please ensure that no items are left behind.
- Trash must be picked up, placed in garbage bags, and taken to the dumpster in the back of the facility.
- All tables and chairs shall be returned to their storage area.

### PROHIBITED ACTIVITIES

- No smoking within 30 feet of the building. This includes vapes, e-cigs, hookah, etc.
- No engine machinery, oils, or open flame.
- No show bills or advertising on buildings.
- Children shall be kept out of the bar area.
- Banquet Room lights shall remain on for the duration of the event. They may be dimmed, but shall not be turned completely off.

### MUSIC FOR DAYTIME MEETINGS/TRAININGS

- DJs and loudspeakers are prohibited during Meetings/Trainings prior to 5:00 pm.
- Soft background music is permitted during this time.

### ALCOHOL, SECURITY, AND INSURANCE

- All events with alcohol present will also require one (1) City of Bay Minette Police Officer at a rate of \$50 per hour, as previously stated.
- All events with alcohol present will require a certificate of insurance, minimum of \$1,000,000 in coverage, with the City of Bay Minette as the beneficiary or additional insured. Proof of insurance shall be provided within ten (10) business days of event booking.
- Outside alcohol is prohibited on the property. Alcohol can be purchased from the Holly Hills bar only.
- If an officer is not reserved and paid for by the Licensee, no alcohol may be consumed in the banquet room. Event guests are permitted to purchase and consume alcohol exclusively in the staffed bar room.
- In the event of a policy violation, a police officer may be summoned. The Licensee will be charged for the officer's presence as if they were on site for the full duration of the event.

### LICENSEE HEREBY AGREES TO THE FOLLOWING

- 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 license, nor suffer any use of this facility other than for the purpose herein specified, nor sublet the facility or any part thereof.
- The facility will not be used for lodging rooms or for any improper, immoral or objectionable purpose(s).

### OBJECTIONAL PERFORMANCES AND/OR PERSONS

- 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 or refund of any fees.
- The City reserves the right to remove any person or persons from the premises, if deemed to be in violation hereof.

**DAMAGE AND/OR ATTORNEY FEES**

- If any portion of the facility is damaged by the act, default, or negligence of any person admitted by the Licensee, the Licensee shall pay the City, upon demand, the full sum required to restore the premises to their condition prior to the event. This applies if the cost of repair exceeds the Damage & Reservation Deposit.
- 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 and shall be responsible for ensuring compliance by any vendor or attendee associated with this agreement.

\_\_\_\_\_  
Signature of Licensee

\_\_\_\_\_  
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 Holly Hills Municipal Golf Course, I hereby consent and agree to indemnify, defend and hold harmless, to the extent in which the law allows, the City of Bay Minette, its agents, servants and employees from any and all claims, demands, or causes of action that may rise from use of the venue, pursuant to this agreement, including, without limitation, any injury or property damage that is in any way caused by the use of the venue by Licensee, any vendor, or attendee. 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 use of the venue pursuant to this agreement.

I understand that as the Licensee 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 Licensee. Based on this agreement and the Licensee’s commitment to faithfully person all of its terms, the City hereby grants a license to the Licensee of the Holly Hills Municipal Golf Course to be used for the purpose as stated above. The Licensee shall not use the venue for any other purpose without the prior express written consent of the City of Bay Minette.

\_\_\_\_\_  
Licensee Name- Please Print

\_\_\_\_\_  
City Representative- Please Print

\_\_\_\_\_  
Signature of Licensee

\_\_\_\_\_  
Signature of City Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date