



City of Bay Minette

John F. Rhodes Civic Center License Agreement

301 D'Olive St • (251) 580-1619

Licensee Name: _____ Application Date: _____

Organization: _____

Address: _____

Phone No.: _____ Email: _____

License Category:

Private-Profit Organization

City Sponsored Event

Non-Profit / Community Organization

Charitable Organization

Other - please describe: _____

Event Date: _____ Time: _____ Purpose of Event: _____

Vendor Contact: _____ Additional Contact Information*: _____

**Contact information should be for decorators or any person that would need access to the facility without licensee present.*

DAILY RATES:

☐ **Rental (non-wedding)**- Weekend (Friday-Sunday) - Rental fee: \$1,500. Facility access begins at 8:00 am on the event day. The event must conclude by 12:00 am, and the license period ends at 1:00 am the following day. Weekday (Monday-Thursday) - Rental fee: \$1,250. Facility access begins at 8:00 am on the event day. The event must conclude by 11:00 pm, and the license period ends at 12:00 am. All set-up and cleanup must be completed within the allotted license period.

☐ **Wedding**- \$2,000- Facility access begins at 8:00 am on the event day. The event must conclude by 12:00 am, and the license period ends at 1:00 am the following day. All set-up and cleanup must be completed within the allotted license period. Set-up access may be granted the preceding business day from 7:00 am. to 3:00 pm at no cost to the Licensee, subject to availability. Access requested after 3:00 pm on that date requires payment of an additional day at half of the wedding rate, \$1,000. 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 (1 business day prior to event):* ☐ Yes ☐ No

☐ **Police Officers**- \$50 per officer, per hour- ***Two (2) City of Bay Minette Police Officers are mandatory if alcohol will be present.***

NOTE: It is the Licensee's sole 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 to reserve a date and in no event less than 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 350 persons. No event may continue past 12:00 am. All cleanup must be complete and all occupants must vacate the building by 1:00 am. **A fee of \$65 will be deducted from the deposit for every 30 minute holdover interval beginning at 1:00 am.** (for example - If last occupant leaves at 1:01 am a \$65 fee will be assessed. If last occupant leaves at 1:32 am 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

- Kitchen usage and the setting up of tables and chairs is included with event rental, unless otherwise specified.

CLEANUP

Applicant is responsible for the following:

- Removal of ALL equipment, materials and decorations- 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.
- 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, this includes vapes, e-cigs, etc.
- No engine machinery, oils, or open flame.
- No show bills or advertising on buildings.

SECURITY AND INSURANCE:

- 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.
- All events with alcohol present will also require two (2) City of Bay Minette Police Officers at a rate of \$50 per officer, per hour, as previously mentioned.
- If private security is obtained by the Licensee, only one (1) officer is required.

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.
- 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 John F. Rhodes Civic Center, 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 John F. Rhodes Civic Center 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