



City of Bay Minette

Carol Hodgson Arena License Agreement

43420 Pine Grove Road • (251) 580-1619

Licensee Name: _____ Application Date: _____

Organization: _____

Address: _____

Phone No.: _____ Email: _____

Licensee Category:

Rental Fee - \$225 PER DAY



Rodeo

☐ Barrel Racing

Police Officer Fee - \$50 Per Hour



Roping

☐ Overnight RV Hookup/Space \$35/per night

☐ If other Please describe: _____

Event Date: _____ Event Description: _____ Time: _____

Alcoholic beverages, smoking and tobacco products are PROHIBITED* at all parks.

*Special Events which have obtained ABC Board licensure and pay additional fees for Bay Minette Police Department personnel can apply to the City Council for express permission.

If you experience any problems during or after normal business hours, please contact the City of Bay Minette Police Department at (251)580-2559.

Police Officer- \$50 per hour- This will only secure one (1) Police Officer. **Mandatory if alcohol will be present.*

NOTE: It is the Licensee'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: \$100 ☐ Cash ☐ CC ☐ Check – No.: _____

Rental Fee \$225 - PER DAY

Overnight Hookup Fee - PER DAY

Police Officer Fee - Per Hour (1 Officer)

Tractor Driver Fee -

\$50

TOTAL:

Deposit Refund Approved: _____

Date Deposit Refund Paid: _____

Cancellation:

Within 14 days prior - CITY keeps
Damage Reservation Deposit.
More than 14 days prior - 75% of
Damage Reservation Deposit will be
returned.

OFFICE USE ONLY – Additional Payments Received

Date Paid: _____

Date Paid: _____

Date Paid: _____

Paid: ☐ Cash ☐ Credit Card

Paid: ☐ Cash ☐ Credit Card

Paid: ☐ Cash ☐ Credit Card

☐ Check – No.: _____

☐ Check – No.: _____

☐ Check – No.: _____

Balance: _____

Balance: _____

Balance: _____

RULES & REGULATIONS

CITY assumes no responsibility whatsoever for any property placed on the premises and LICENSEE hereby releases and discharges CITY 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 facility under this Rental Contract.

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.

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 proper receptacles.
- The concession stand and facility must be restored to pre-rental conditions.

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 drugs
- No Sale of Alcoholic Beverages* (refer to the above section regarding alcohol)

LICENSEE HEREBY AGREES TO THE FOLLOWING:

- Employ a **minimum of two (2)** Bay Minette Police Officers to be present during any event where alcoholic beverages are present.
- Must be employed by the Licensee and be on site at all times. Number of officers required shall be the decision of Police Chief.
- 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.
- The facility will not be used for lodging rooms or for any improper, immoral or objectionable purpose(s).
- ***\$25/hour Attendant Fee:** This fee is applicable if assistance is needed to maintain the grounds during event

Deposit

Deposit due upon the execution and delivery of this agreement.

Remainder due two **(2) weeks** prior to event.

Music:

Music must be kept to a reasonable volume, music must be turned down or off if any complaint is received from neighbor or deemed too loud by Police Officers or any city official.

Minors

- Anyone under **21** attending an event where alcohol is to be consumed must have their legal adult guardian present.
- Events held for the benefit of minors require adult chaperones. Chaperones must be present at all times.
- A list of adult chaperones must be approved by the events coordinator and/or City representative before the event can take place.

Conduct:

Appropriate conduct is required by all attendees.

Any person on City property whose conduct is disorderly or disruptive, may be ejected.

Any person may be ejected for one or more of the following reasons:

- Intoxication
- Use of abusive, indecent, profane or vulgar language
- Making offensive gestures or displays
- Abusing or threatening another attendee
- Fighting
- Vandalism

DAMAGE AND/OR ATTORNEY FEES

- If any portion of the facility shall be damaged by the act, default or negligence of any vendor or attendee, the LICENSEE shall pay to CITY upon demand such sum to restore premises to their present condition.
- Licensee shall be responsible for and hereby agree to 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.

INDEMNITY, 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 Carol Hodgen Arena, 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 the Carol Hodgson Arena 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 by the licensee, any vendor or attendee.

Licensee Name- Please Print

City Representative

Signature of Licensee

Signature of City Representative

Date

Date