

CITY OF LOXLEY-RENTAL APPLICATION

Applicant Name: _____

Organization Name: _____ 501 (c) Yes No

Applicant Physical Address: _____

Applicant Mailing Address: _____

City _____ State _____ Zip _____

Applicant Telephone numbers: () _____

Date of Event: _____ Type of Event: _____ Event Times-Begins: _____ Ends: _____

Facility Reserved: Civic Center _____ Community Center _____

Rental Fees for Civic Center: _____ Rental Fees for Community Center _____

• Loxley City Limits Rate- \$300.00/Deposit \$300.00 . Loxley City Limits Rate- \$100.00/Deposit \$100.00

• Loxley Police Jurisdiction- \$400.00/Deposit \$300.00 . Loxley Police Jurisdiction- \$100.00/Deposit \$100.00

• Non-Resident Rate- \$1000.00/Deposit \$500.00 . Non-Resident- \$200.00/Deposit \$200.00

Is any type of alcohol being served? Yes No

If NO, the Alcohol Control Statement below must be completed and initialed.

If YES, or the event will last until after 9:00 pm 2 officers are required.

The Lessee must contact the ABC Board at (251) 947-2971 to obtain a license if selling tickets and alcohol is included with the tickets.

At least 2 officers are required for all events serving alcohol or allowing alcohol in the building. A minimum of 4 hours per officer must be paid at a rate of \$50.00 per hour per officer.

ALCOHOL CONTROL:

I _____ do hereby state that No alcohol will be served at the event on _____ INITIAL _____

Total Amount Due _____ **OFFICE USE ONLY**

- | | |
|-----------------------------------------------|----------------------------------|
| 1) Function: Approved _____ Disapproved _____ | 6) Damage Deposit Received _____ |
| 2) Contract Issued _____ | 7) Security Scheduled _____ |
| 3) Signed Contract Received _____ | 8) Paid in Full _____ |
| 4) Rental Deposit Received _____ | |
| 5) Kitchen fee _____ | |

Agreement:

1. The above responsible party (also called the Lessee) agrees that the rules and regulations set forth by the City of Loxley and made a part of this rental contract shall be adhered to. **NOT ADHERING TO THESE RULES AND REGULATIONS WILL FORFEIT THE DAMAGE DEPOSIT.** Initial _____
2. It is agreed by you and/or your organization that you will not issue any more tickets or invitations than what is stated in this contract, and at no time shall there be more than _____ occupants in the Civic Center facility.
3. You and/or your organization hereby agree to assume all responsibility for any and all damage that may be done by your members and/or guests to the building, equipment, furniture and facilities during the occupancy of the facility by your organization, and further agree to pay for such damages upon rendition by the City of Loxley to you or your organization of a certified invoice for the same.
4. It is agreed by you and/or your organization that you are responsible for all services or contract violations made by bands, groups or other persons under contract to you and/or your organization while engaged in their activities at the facility.
5. It is agreed that this contract shall be always subject to immediate cancellation by the City of Loxley in the event of a City sponsored, or other government event scheduled for the same day.
6. Also, it is agreed that if upon inspection during the event that you have violated any portion of this contract you may have to vacate the facility immediately.
7. This contract embodies the entire agreement and understanding of the parties and there are no further or prior agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof.

HOLD HARMLESS STATEMENT:

As part of the consideration hereof the Lessee hereby covenants and agrees to hold the City of Loxley, its agents and employees free and harmless from any and all liability for claims for damages or other claims for personal injury, death or property injury sustained by Lessee or Lessee's guests as the result of the acts or omissions of Lessee and Lessee's guest and the negligence acts or omissions of the City of Loxley, its agents and employees.

The Lessee will indemnify and hold harmless the City of Loxley of and from all fines, suits, claims, demand and actions of any kind or nature by any breach, violation or nonperformance of any condition hereof on the part of the Lessee. The Lessee will indemnify, protect and save harmless the City of Loxley and its property while in, on or about the facility and any and all

property of said Lessee which may be located or stored either in the facility or in any building of which the facility is a part shall be so located or stored at the sole risk of the Lessee.

RULES AND REGULATIONS:

Definitions:

NON-RESIDENT- Person or group not having residency within the corporate limits of the City of Loxley, whose address cannot be verified as within the Cities limits or Police Jurisdiction.

RESIDENT- A resident, business, or group in the City of Loxley or Police Jurisdiction and having a physical address that verifies they are within the Cities corporate limits or Police Jurisdiction.

Reservations:

Reservations shall be made on a first come first serve basis except that governmental functions shall take precedence over all functions and may necessitate the cancellation or postponement of an event.

All people, groups or organizations using the facility shall state the hours they wish to reserve the facility.

Persons or groups wishing to reserve the facility must complete and sign the contract form and pay all fees no less than 2 weeks prior to the dated requested before being entered on the reservation calendar **NO RESERVATIONS WILL BE CONFIRMED OR PLACED ON THE CALENDAR UNTIL THE RENTAL FEE IS PAID IN FULL.**

Reservations will not be accepted more than twelve months in advance.

Access to the facility will not be granted until the damage deposit is paid. The deposit will be returned to Lessee if there is no damage done to the Town property within (7) days of departure.

All or some of the damage deposit may be forfeited (as determined by The City of Loxley) if:

***Any damage is done to the facility or any City-owned property or facilities.**

***The event hours stated in this contract are not adhered to.**

***The facility is not properly cleaned prior to the Lessee's departure, or any terms of this contract are not adhered to by the Lessee.**

In severe damage that costs exceed the damage deposit, the Lessee shall be responsible for the cost of repairs and all collection costs, including a reasonable attorney's fee.

Security and Alcoholic Beverages:

For any events that last after 9:00 pm or that serve or allow alcohol, security officers are required. It does not matter about the quantity or type of alcohol being served. If security is required, at least two (2) officers shall be provided as described herein. The Lessee is responsible for paying the city for police officers at a rate of \$50.00 per hour, a minimum of hours before the start of the event. Upon the payment of fees described above, the activities coordinator will contact the Cities Police Department for scheduling of the security officers. Failure to compensate the officers before the event starts will result in cancellation and forfeiture of the Lessee's damage deposit.

Clean-up:

Lessee is responsible for cleaning the facility and any surrounding property including sidewalks or parking lot debris from the event. All decorations must be removed without causing damage directly following departure. Lessee is responsible for the facility and surrounding areas to be cleaned up and all supplies and equipment must be removed by Lessee upon conclusion of the event. All loose debris, including cups, plates, napkins, cans, etc. must be removed from the tables, and all debris must be placed in a container(s) and emptied into the trash container located outside the facility.

****There will be an inspection after each event by City personnel.**

REMEMBER THAT ANOTHER EVENT MAY BE SCHEDULED BEHIND YOURS, AND PREPARATION TIME MUST BE GRANTED TO EACH LESSEE.

General Rules:

Lessee must be at least 21 years old to reserve and lease the facility. Events held for the benefit of minors require adult chaperones. Adult chaperones must be present at the facility during such events.

The city permits use of the facility on an "as is" basis. Any decorations must be removed following the event. Decorations that are to be shared with other groups may be left in place if prior arrangements have been made with and approved by the activity's coordinator.

No nails, tacks, brackets, or self-adhesive tape will be allowed on or in the walls, ceilings or floors. No glitter. Any material that will deface, mark or damage a finished surface shall not be used.

Access to the building must be arranged with the activity's coordinator or designated employee of the city. The Lessee will be responsible for signing out a key and returning it to the city following the event or placing it in a designated drop area after the event. The pickup of the key has no bearing on when the Lessee's time of use begins or ends. **It is unlawful to copy any keys to City facilities.** No inventory items such as chairs, tables, podiums, etc. shall be loaned nor permitted to be removed from the premises under any condition.

The activities coordinator must approve any appliance with special power needs being used at the facility.

At no time may the maximum number of people in the building exceed the building code limit of 240.

No rice, birdseed or like materials may be thrown inside the Civic Center facility. Smoking is prohibited in all City buildings including the Civic Center facility. No parking on the grass.

No large sound equipment will be allowed in the building. Music will be monitored, and sound will be measured. Band or DJ will comply with the city employee or event will be shut down.

LESSEE: _____ : DATE _____

ADDRESS OF THE FACILITY Civic Center: 4198 Municipal Park Drive Loxley, Al 36551

Community Center: 2131 East Relham Drive Loxley, Al 36551

APPROVED BY: _____ DATE: _____