

CITY OF ROBERTSDALE
PZK CIVIC CENTER FACILITY
RENTAL CONTRACT

LESSEE'S NAME: _____

HOME ADDRESS: _____

MAILING ADDRESS: (IF DIFFERENT): _____

HOME PHONE NUMBER: _____ CELL PHONE NUMBER: _____

DRIVER'S LICENSE NUMBER: _____

RESERVATION DATE: _____

MAXIMUM NUMBER ATTENDING _____ * (BUILDING CAPACITY 325)

Type of Event: _____ Hours using facility _____ to _____

(All occupants **MUST** be out by midnight unless stated at the time of reservation and additional fees
(\$50.00/hr. after midnight) paid at the time of the contract)

If applicable please complete following information:

Caterer: _____ Phone number: _____

Rentals: _____ Phone number: _____

_____ Phone number: _____

Is any type of alcohol being served? **YES** **NO**

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

ALCOHOL CONTROL:

I, _____, do hereby state that **no alcohol** will be served at the
event on _____ **INITIAL** _____

AGREEMENT:

1. The above responsible party (also called the lessee) agrees that the rules and regulations set forth by the **City of Robertsdale**, 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 admission tickets or invitations than what is stated in this contract, and at no time shall there be more than 325 occupants in the PZK building.

3. You and/or your organization hereby agrees 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 occupancy of the facility by your organization, and further agrees to pay for such damages upon rendition by the City of Robertsdale 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 any and 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 subject, at all times, to immediate cancellation by the City of Robertsdale 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 your event that you have violated any portion of this contract, you will have to vacate premises immediately.
7. This Agreement 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 Lessor and the City of Robertsdale, 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 their guests, as the result of the negligence or other conduct of the City of Robertsdale, its agents or employees.

The Lessee will indemnify and hold harmless the City of Robertsdale of and from all fines, suits, claims, demands and actions of any kind or nature, by reason of 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 Robertsdale and its property while in, on, or about the premises, and any and all property of said Lessee which may be located or stored either on the premises, or in the building of which premises 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 Robertsdale, whose address cannot be verified as within the city limits.

RESIDENT - A resident, Business, or Group, in the City of Robertsdale, and having a physical address that verifies they are inside the corporate limits.

Reservations:

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

All persons, 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 before being entered on the reservations calendar located at the Geo. P. Thames Senior Citizens Center located at 22651 East Chicago Street. ***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.

Fee:

Rental fees shall be \$300.00 per day Monday through Thursday. Rental fees will be \$400.00 per day Friday through Sunday for residents or groups who have a physical address inside the City Limits of Robertsdale, and \$500.00 per day Friday through Sunday for non-residents or groups outside the City Limits of Robertsdale. Rental fees are payable at the time the reservation is confirmed.

A damage deposit of will be required for all events as follows:

Lessee with satisfactory credit history with the City	-	\$400.00
Lessee with sub-satisfactory credit history with City	-	\$750.00
Lessee with no satisfactory credit history with City	-	\$1,500.00

* credit history would be based on utility billing or previous rentals from the city. If there is no history a letter of satisfactory credit payments from the lessee's utility could be used.

** a lessee that has had past credit with the city, but there are justifications for an increased deposit.

The damage deposit should be paid 30 days prior to the scheduled event. If paid less than 30 days prior to the scheduled event, only cash will be accepted. In all cases, the damage deposit is required to be paid prior to the event. Without damages or violations of the terms of this contract, the deposit will be returned to the Lessee, within seven (7) days of the conclusion of the event.

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

- any damage is done to the facility;
- any terms of this contract are not adhered to by the lessee;
- the event hours stated in this contract are not adhered to.

In the case of severe damage that repair costs exceed the amount of the damage deposit, the Lessee shall be personally responsible for cost of the repairs. Any damages over the deposit will be collected by the city and the leasee will pay all legal fees incurred in this process.

Security and Alcoholic Beverages:

For any event serving alcohol, security officers are required are required for the entire event. It does not matter the quantity or type of alcohol being served. If security is required, a minimum of two (2) officers shall be provided as described herein. The lessee is responsible for making sure that the police officers are compensated at the rate of \$35 per hour (\$45 Holiday) for a minimum time of 3 hours. (2 officers x 3 hours= \$210). The lessee is responsible for making sure that the officers are compensated before the start of the event. The Robertsdale Police Department has the authority over the selection of the officers for the event (upon the payment of fees as described above, the Activities Coordinator will contact the Robertsdale Police Department for scheduling of the security officers. Failure to compensate officers prior to the start of the event will result in cancelation of the event and in forfeiture of the lessee's damage deposit.

Clean-up:

All important items of the lessee must be removed from the facility prior to the arrival of the janitorial service. Cleanup of the facility will be scheduled immediately after the event. The City will not be responsible for any items left in or around the facility after the event. **REMEMBER THAT ANOTHER EVENT MAY BE SCHEDULED BEHIND YOURS, AND PREPARATION TIME MUST BE GRANTED TO EACH LESSEE.**

All loose debris, including cups, plates, napkins, cans, etc. must be picked-up from inside the building as well as the outside grounds. All debris must be placed in a container(s) and emptied into the trash container (dumpster) located outside the rear of the facility.

**There will be an inspection after each event by City personnel, or someone directed by the City personnel to inspect.

General Rules:

ALL GLASS CONTAINERS ARE PROHIBITED ON PZK PROPERTY.

Lessee's must be a minimum of 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 PZK Facility at all times during such events.

Decoration of the facility may begin on the day of the event. The City permits the use on an "as is" basis. All decorations must be removed following the event. [Decorations that are to be shared with other groups may be left in place if prior arrangements are made with, and approved by the Activities Coordinator.]

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

Access to the building must be arranged with the Activities Coordinator or designated employee of the City.

The following equipment is provided with the rental of the facility:

- 25 – 60” Round tables (seats up to 8)
- 4 – 8’ banquet tables
- 8 – 6’ banquet tables
- 160 stackable chairs

*Table linens are available to rent (must order and prepay 45 days in advance of the event).

No inventory items, such as chairs, tables, podiums, etc. shall be loaned nor permitted to be removed from the premise under any condition.

The Activities Coordinator must approve any appliance, with special power needs, being used at this facility.

*At no time can the maximum number of people in the building exceed the building code limit of **325**. All renters must include the maximum number of people to be accommodated on the application.

City Council action of May 3, 1993 (as amended on 8/17/2015), prohibits smoking (both tobacco & tobacco substitutes) in all City buildings, including the grounds.

No rice, birdseed or like materials will be thrown inside the facility.

Cancellation:

All cancellation must be in writing and given to the Activities Coordinator or City Clerk as soon as possible prior to the event. Any appropriate fees will be refunded by check to the Lessee within seven (7) days of Notice of Cancellation. For cancellations made 60 days or more prior to the event, there will be a \$50.00 cancellation fee. For cancellations made less than 60 days prior to the event, ALL fees will be forfeited.

LESSEE: _____ *DATE:* _____

WITNESSED BY: _____ *DATE:* _____

ADDRESS OF THE FACILITY:

17933 ST Hwy 104 Robertsdale, AL 36567