

CITY OF ROBERTSDALE
ROBERTSDALE ARENA FACILITIES
RENTAL CONTRACT

LESSEE'S NAME: _____

ORGANIZATION: _____

ADDRESS: _____

MAILING ADDRESS: (IF DIFFERENT): _____

PHONE NUMBER: _____ CELL PHONE NUMBER: _____

DRIVER'S LICENSE NUMBER: _____ EXPIRATION: _____

RESERVATION DATE: _____

MAXIMUM NUMBER ATTENDING _____ * **(BUILDING CAPACITY 3,000)**

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 the following information:

Caterer: _____ Phone number: _____

Rentals: _____ Phone number: _____

_____ Phone number: _____

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 3,000 occupants in the Arena area.
3. You and/or your organization hereby agrees to assume all responsibility for any and all damage that may be done by you, your members and/or guests to the building, equipment, furniture, and facilities, during occupancy of the facility by you or 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. INITIAL: _____
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, and all fees and deposits paid by the lesser will be return to them within 7 calendar days.

6. The City retains the right to conduct inspections during your event, and if it is determined that you or your organization has violated any portion of this contract, the event will cease and be immediately concluded at that time. All persons will have to vacate immediately.
7. In the event the City is forced to immediately cancel or conclude an ongoing event, and said action occurs due to a violation of the contractual terms, you and/or your organization will automatically forfeit and waive any claim for said return of the rental fees and waive any claim for incidental, consequential, compensatory, or punitive damages.
8. No consumption of alcohol is allowed outside the premises of Baldwin County Coliseum on these premises.

INITIAL: _____

9. 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, FEES, AND REGULATIONS:

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:

Covered Arena:

\$350.00/Day for any organization renting this area

\$500.00/Day for; Ticketed Events, Special Events, Concerts, Circus, Rodeo, & etc.

No inventory items, equipment, or property of the City of Robertsdale shall be loaned nor permitted to be removed from the premises under any condition.

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, arena area, 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. Failure to meet these requirements will result in additional charges to the lessee, and said lessee agrees to these janitorial terms.

INITIAL: _____

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

General Rules:

1. ALL GLASS CONTAINERS ARE PROHIBITED ON PROPERTY.
2. 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 Facility at all times during such events.
3. Access to the building must be arranged with the Activities Coordinator or designated employee of the City.
4. The Activities Coordinator must approve any appliance, with special power needs, being used at this facility.
5. At no time can the maximum number of people in the area exceed the building code limit of 3,000. All renters must include the maximum number of people to be accommodated on the application.
6. 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.

Cancellation:

All cancellations 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:

**19477 FAIRGROUND RD.
ROBERTSDALE, AL 36567**