



# Town of Elberta Facilities Lease Agreement

**Amended and Adopted: March 20<sup>th</sup>, 2018**

(Lessee must be 19 years of age or older. Lessee must be 21 years of age for events where alcohol will be served)

All information must be entered by responsible party and all fees/deposits paid to confirm reservation to the Town of Elberta.

**An attained copy of photo identification of the Lessee is required when booking any entity of the Town of Elberta.**

Applicants Name \_\_\_\_\_ Date: \_\_\_\_\_

If applicable, Organization Name \_\_\_\_\_

Main Phone number: \_\_\_\_\_ Secondary Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Applicant Physical Address: \_\_\_\_\_

Applicants Mailing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip code \_\_\_\_\_

**EACH EVENT WILL REQUIRE A COMPLETE NEW LEASE AGREEMENT**

Type of Event \_\_\_\_\_ Date of the Event \_\_\_\_\_

**You MUST reserve and make payment for the additional day(s) prior or following day(s) the Date you ENTER in Lease Agreement**

**The additional date(s) prior or following each event are to be used ONLY for setting up/decorating or clean-up for the event.**

Additional date(s) prior: \_\_\_\_\_

Additional date(s) following: \_\_\_\_\_

Event Times- Begins: \_\_\_\_\_ Ends: \_\_\_\_\_

I am 19 years of age or older. I have read, understand and agree to adhere to all requirements/restrictions with the Town of Elberta Lease Agreement and the Lease Rules & Guidelines for the Elberta Civic Center and other Town entity. Failure to comply may warrant immediate cancellation of the event and possible denial of future reservations as well as forfeiture of damage deposit.

I hereby fully release and discharge the Town of Elberta, its officers, agents, and employees from any and all claims from injury, including death, damage or loss, which may be alleged to have risen out of, or in connection with the above facility entity lease.

Applicants Signature \_\_\_\_\_ Date \_\_\_\_\_



**RESERVATION AND HOLD HARMLESS AGREEMENT**

The Town of Elberta, an Alabama municipal corporation (hereinafter the "Town"), and \_\_\_\_\_ ("User"), on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

hereby agree as follows:

1. Facilities and Uses. User has hereby reserved, and User is hereby granted a limited, non-exclusive license to use the Town Facilities or the Civic Center for the purpose(s) of \_\_\_\_\_ ("Permitted Use").

2. Period. The license and reservation made herein is only for the following date and times:

Date: \_\_\_\_\_

Beginning time: \_\_\_\_\_

Ending time: \_\_\_\_\_

3. Indemnity; Hold Harmless; Release. The User agrees that the Town is to be free from any and all liability or potential liability, and the User hereby agrees and will forever release, defend, Indemnify and hold harmless the Town and its officers, employees and agents from all liability, claims, losses, costs (including attorney's fees and court costs), damages and expenses of any kind and nature by reason of property damage, personal injury or death to person (s) from whatever cause which arises from, is related to, or otherwise would not have occurred but for the User's exercise of its rights under this License, including, but not limited to, injury, damages or death arising out of or related to the Permitted Use or any other use by User or injury, damages death arising out of or related to the condition, maintenance or dangers associated with the Licensed Facilities. User's obligations hereunder extend to cover injury, damages or death to User, User's invitees, agents, representatives, employees, participants, spectators, and to any other persons who are present on the licensed facilities. User's obligations hereunder continue to exist in full force and effect even in the event that the Town is alleged or deemed to be negligent or otherwise in breach of some duty.

4. The Lessee and the Lessee's invitees or participants of the event hereby grant permission to the town or its' agents to use any photos and videos generated by the event which are taken by or provided to the town for promotional purposes of the town's rental facilities.

Applicants Signature \_\_\_\_\_ Date \_\_\_\_\_



## REGULATIONS & REQUIREMENTS

It is the intent of the Town Officials to make the Elberta Civic Center and other facilities available for the use of residents of the Town of Elberta, as well as other citizens.

- All arrangements must be made with the Event Coordinator or agent of the Town of Elberta for the use of the Civic Center, Picnic Pavilion, Town Gazebo(s) or any other Town of Elberta amenities.
- **NO** inventory items such as chairs, tables, kitchen utensils, coffee maker etc. will be loaned or permitted to leave the premises under any circumstances.
- Any person(s) caught damaging or defacing any part of the Civic Center or any other Town of Elberta amenities either in-side or out-side, will be prosecuted to the fullest extent of the law.
- Religious groups may use the Civic Center for meetings, conventions, dinners, etc., but will not be permitted to use the facility as a permanent/extended period for sanctuary on a weekday or weekend.

### CIVIC CENTER - Deposit upon Booking

- There is a deposit of ½ of TOTAL Lease agreement to reserve your event date plus the Non-Refundable Product Deposit and Damage Security Deposit  
(without ½ of the Lease Total Deposit, you will not be able to reserve your event date)
- Upon reservation of the event and payment of ½ of Total fees, the remaining balance must be paid in full within 4 weeks of event date with applicable insurance certificate for events providing alcohol

### Non-Refundable Product Deposit of \$50.00

(cleaning product and paper product fee which is provided by the Town of Elberta at each event date)

### Damage Security Deposit of \$250.00

(REFUNDABLE or NON-REFUNDABLE)

**Any of the Town of Elberta facilities are subject to cancellation at the sole discretion of the Town of Elberta. An Authorized Agent will inspect for damages and clean-up following the event during operational business hours. Damage to the facility or failure to leave the facility clean will result in loss of some or all of your damage deposit, pursuit by the Town of Elberta for collection of damages sustained.**

**Following payments are accepted: Personal Check, Cash, Money Order or Cashier's Check. We DO NOT accept debit/credit card payments/deposits for Civic Center or any other said premises for Lease.**



## Cancellation Policy

To cancel your event date and request a refund you must submit request **IN WRITING** with **ALL** necessary information which will include contact information, date of the event, reason for cancellation and initial form of payment that has been made.

- If event is cancelled and the **FULL** amount has been **PAID**, only ½ will be refunded.
- If event is cancelled and only ½ of the deposit has been paid, the deposit will be **FORFEITED** to the Town of Elberta.
- The Mayor and/or Council reserve the right to waive fees for non-profit type events such as but not limited to the following: funerals, school or church sponsored events or other such non-profit entities

## Decorations/Building Etiquette

- Nothing can be pinned or taped to the stage curtains.
- Nothing is to be dragged across the Civic Center floor
- **NO** tacks, nails, screws, brackets or self-adhesive tape or any material that will/can mark or damage a finished surface in any way, will be allowed **on** or **in** walls, ceilings and/or floors.

**All events are not permitted to run later than 12:00 am. This includes clean-up time.**

**If Lessee has reserved the following day for cleanup, lessee may return at 8:00 a.m. the following day to resume cleanup of the leased premises.**

## Business License/Special Events License

- If you are leasing the Civic Center for a special event or for business purposes it is necessary for you to purchase a business license.

**Contact RDS Business License Dept. (800) 556-7274 OR Elberta Town Hall (251) 986-5995 for additional information.**

## Vendors/Catering

- ALL vendors/caterers used for your event must have a current business license with the Town of Elberta. The Civic Center contains a kitchen which is not included in the leased premises and therefore if utilized by Lessee or its' agents, The Town of Elberta hereby discloses that said kitchen is utilized in its' as is where is condition with no warranties as to suitability for the serving or preparing of any food or food product

**It is the Lessee responsibility to verify that all licenses are current/active.**



## Proof of Insurance

- The Town of Elberta reserves the right to require the Lessee to provide a Certificate of Insurance listing the Town, its officers, agents and employees as additional insured's and reflecting such types and amounts of insurance coverage as deemed necessary by the Town, at its sole discretion. The Lessee shall notify the Town immediately of any policy cancellation or changes in coverage as reflected on the Certificate of Insurance.

## Compliance with Applicable Laws and Regulations

- The Lessee shall comply and shall cause its vender(s) guest(s) and invitee(s) to comply with all applicable laws, rules, regulations, codes, ordinances or other legal requirements while using the facilities and all rules adopted by the Town of Elberta for the use of its facilities and other public areas. The Lessee shall protect, defend, indemnify and hold harmless the Town, its officers, personnel, agents, employees, insurers, successors and assigns from and against any claims, damages, losses, costs, and expenses, including attorney's fee and legal costs, resulting from any failure by the Lessee, its vender(s) guest(s) and invitee(s), to comply with the terms of this Section.

## Alcohol Regulations – CIVIC CENTER

**If alcohol will be available at the event, it is REQUIRED to have (2) designated Elberta Police Officers for security to be on the premises at all times. (see Alcohol Security Form for additional information)**

- Liquor Liability Special Event Insurance is required and must be provided within 4 weeks of the event to the Event Coordinator
- Alcohol may be consumed so long as it is done so in accordance with Federal, State of Alabama and Town of Elberta regulations.
- NO alcohol shall be consumed by persons under 21 years of age. Lessee is responsible to insure that no consumption by underage individuals occurs and therefore is responsible to provide Adult Chaperone's to monitor the event where persons under the age of 21 will be in attendance while alcohol is present.
- NO alcohol may be SOLD on the premises. Lessee shall not allow beer, wine or liquors of any kind to be sold, distributed or used upon said premises in violation of State of Alabama law or Town of Elberta's regulations. When LESSEE provides alcoholic beverages, free of any charge within the laws of the State of Alabama or Town of Elberta regulations, all alcoholic beverages shall be State of Alabama taxed.

**The Event Coordinator will arrange security for the event with the Elberta Police Department. The charge for security will be paid by Lessee a minimum of 4 weeks prior to the event. Security for events where alcohol is served are billed in 2 hour increments with a minimum charge of 4 hours per officer. Lessee to determine hours required such as: 4 hours; 6 hours; 8 hours; 10 hours or 12 hours at \$35.00 per hour, per officer in attendance until building is secured and vacated by Lessee at end of the event. Security is not required for pre-event decorating or post event cleanup the following day. If security is required longer than Lessee pre-paid, Lessee agrees to come the next business day and pay the Event Coordinator any additional fees due for security. No deposit will be refunded until all security charges have been paid in full.**



**Risk of Loss, Release Indemnity**

- LESSEE HEREBY AGREES THAT THE USE AND OCCUPATION OF THE FACILITIES ARE ENTIRELY AT LESSEE'S OWN RISK, AND THE TOWN OF ELBERTA SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE, INJURY, LOSS, DEATH OR THEFT OCCURRING ON, IN OR ABOUT THE FACILITIES. LESSEE HEREBY RELEASE THE TOWN OF ELBERTA, ITS OFFICERS, PERSONNEL, AGENTS, EMPLOYEES, INSURERS, SUCCESSORS AND ASSIGNS FROM ANY AND ALL CLAIMS, COSTS, EXPENSES AND LIABILITY OF EVERY KIND AND NATURE, WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF THE TOWN OF ELBERTA ITS OFFICERS, PERSONNEL, AGENTS, EMPLOYEES, INSURERS, SUCCESSORS AND ASSIGNS, IN CONNECTION WITH LESSEE'S USE OR OCCUPATION OF THE FACILITIES. LESSEE HEREBY AGREES TO PROTECT, DEFEND INDEMNIFY AND HOLD HARMLESS THE TOWN OF ELBERTA, ITS OFFICERS, PERSONNEL, AGENTS, EMPLOYEES, INSURERS, SUCCESSORS AND ASSIGNS FROM OR OUT OF ANY OCCURRENCE IN, UPON OR AT THE FACILITIES. THE LESSEE SPECIFICALLY ASSUMES ALL RISK OF LOSS INCURRED BY IT OR ITS VENDOR(S), GUEST(S), OR INVITEE(S) RESULTING FROM THE USE OR OCCUPANCY OF THE FACILITIES OR PROPERTY OF THE TOWN OF ELBERTA.

**No Warranty**

- Lessee accepts the facilities in an "AS IS, WHERE IS" condition, without warranty.

**Governing Law**

- This agreement shall be interpreted and construed in accordance with the laws of the State of Alabama with regard to any conflict of law principles.

**Binding Effect**

- This agreement shall be binding on each party's legal representatives, heirs, successors and permitted assigns.

**Multiple Counterparts**

- This agreement may be executed in multiple counterparts and such counterparts together shall constitute one agreement.

**In the event of a Disaster, Emergency Signal and/or  
imminence of a disaster of emergency**

LESSOR shall have the right, as it may determine in the sole discretion, to suspend or terminate any performance in progress, to alter the lighting of the premises, to vacate the premises or to take such other action for such duration as LESSOR, in its discretion may deem necessary or appropriate.

**Entire Agreement**

This agreement represents the entire agreement and understanding between the parties hereto and supersedes all prior agreements and understandings regarding the subject matter.

**IT FURTHER MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO:**

That all terms and conditions of this Agreement and the attached Regulations/Requirements, Specifics for Civic Center Lessee, Alcohol Security Form, Reservation and Hold Harmless agreement and Fee Schedule shall be binding upon the parties, their heirs and assigns and cannot be varied or waived by any oral representation or promise of any agent or other person of the parties hereto unless the same be in writing and mutually signed by the duly authorized agent(s) who executed this Lease Agreement.

Applicants Signature \_\_\_\_\_ Date \_\_\_\_\_



## Specifics for Civic Center Lessee

- A. No equipment or material will be brought in the auditorium or stage area prior to the day and time of use as outlined in the Lease agreement.
- B. All equipment, material or decorations will be moved out of the Civic Center ending the event, unless the day has been arranged as a follow- up date specified in the authorized agreement.
- C. No painting, drawing of any sort will be permitted in the Civic Center.
- D. The number of persons will not exceed the State Fire Code in any parts of the Civic Center. (*State Fire Code is posted in each area of the building*)
- E. Fire and Exit lanes will be open at ALL times. This is a requirement of the State Fire Code and for the safety of all citizens.
- F. The **ONLY PERSON** allowed in the Sound Equipment Room (upstairs) will be the person listed as the Lessee in the approved Lease Agreement. (*when established*)

### **NO FOOD OR DRINKS WILL BE PERMITTED IN SOUND EQUIPMENT ROOM**

- G. If utilized, All Town dishes, glasses and silverware will be washed BEFORE use. (you may provide your own).
- H. BEFORE leaving the complex, all items listed above will be washed, cleaned and separated, (ie: all spoons together, all forks together) and stored in proper locations as found prior to use by you. Tables will be cleaned/wiped off.
- I. Stationary equipment, including coffee and tea urns, will be cleaned at the close of event.
- J. If utilized, stove, oven and grill will be cleaned. Sinks, counter space and refrigerator need to be cleaned/wiped.
- K. Garbage bags, mops, mopping solution, toilet paper, paper towels, cleaner will be furnished by the Town. (in relation to Non-Refundable Product Deposit)
- L. No Town property including containers or dishes will be removed from the building at any time.
- M. All garbage will be removed from the building & placed in dumpster at the close of activity.
- N. All personal equipment will be removed at the close of activity.

UPON EXECUTION OF THE CONTRACT AGREEMENT, USER AGREES TO ABIDE BY AND CONFORM WITH ALL REGULATIONS/REQUIREMENTS/SPECIFICS FOR CIVIC CENTER STATED ABOVE.

Applicants Signature \_\_\_\_\_ Date \_\_\_\_\_



## Elberta Alcohol Security Form

When serving alcohol during event, the applicant will need to contact an insurance company for a single-event policy before final payment of the reservation but no less than 4 weeks prior to event. Insurance company must provide a Certificate of Insurance naming the Town as an additional insured under the single-event policy.

- ❖ The Elberta Police Department (E.P.D) requires that you have **Two (2)** certified Elberta Police officer(s) and/or a designated representative of Elberta Police Department **MUST** be present at your upcoming event with serving/consuming of alcohol.
- ❖ Upon contact **from** the Event Coordinator, the Elberta Police secretary will coordinate with our "off duty" officers and/or a designated representative of Elberta Police Department, to ensure proper coverage for your reserved event.
- ❖ The cost will be \$35 per hour, per officer, with a four (4) hour minimum and additional hours accruing in minimums of 2 hour increments

*The Elberta Police officer(s) and/or a designated representative of Elberta Police Department has the authority to shut your event down if any of the following occur:*

- Defacing our building/furniture in anyway
- Unruly/Disorderly behavior by your guest(s)
- Fighting
- Excessive noise to include loud thumping music (Lessee will be given the opportunity to turn down the music prior to event shut down)

*To ensure that your event is successful and for your safety and the safety of your guests, the following guidelines must be followed:*

- **NO** Alcoholic Glass containers will be allowed outside of the Elberta Civic Center or on adjoining properties
- **NO** open flames or flammable fluids allowed in the Civic Center
- Spills should be cleaned up **IMMEDIATELY**
- **NO** running in the building
- **NO** pinning or taping to the stage back drop and/or walls of civic center
- **NO** smoking
- **NO** Firearms allowed in Civic Center
- **NO** alcohol shall be permitted to leave the premises, except for **unopened** containers of alcohol, which may only leave with the Lessee. Guests and/or attendees shall not be permitted to leave the premises with any alcohol whatsoever.
- **NO** alcohol consumption by individuals under the age of 21
- **NO** animals are allowed in the building except for marked service animals

**Building is to be cleaned and exited by 12:00 a.m. Failure to comply can result in additional charges/fees. It is required that E.P.D complete a FINAL security sweep before applicant exits building. E.P.D is required to be the LAST person(s) to exit building.**

### **IF YOUR EVENT IS SHUT DOWN, THERE WILL NOT BE ANY REFUNDS**

These rules are in place to protect our building and the people who lease this facility.

Thank you for your cooperation and understanding.

**By signing my name below, I certify that I have read the above information. My signature also certifies my understanding of and agree with the above rules and regulations.**

\_\_\_\_\_  
Lessee

\_\_\_\_\_  
Date of agreement

\_\_\_\_\_  
Authorized Agent





**Elberta Civic Center**

**Fee Schedule Civic Center**

(Amended: 12/16/14, 06/16/15, 05/16/17, 09/19/17; (Adopted 09/19/2017)

**Non-Refundable Product Deposit- \$50.00**

(due upon booking event)

**Damage Security Deposit- \$250.00**

(due upon booking event)

**Resident Rate - \$350.00 (day of the event)**

The resident rate applies to any event that is social or civic in nature, in which case, the individual resides in the corporate limits of Elberta, Alabama. The Lessee must be able to provide proof of residency to receive rate.

Acceptable proof of residency includes but not limited to:

- o copy of lease
- o recent utility bill
- o valid driver's license
- o valid business license
- o voter registration

**Non- Resident Rate - \$500.00 (day of the event)**

The Non-Resident rate applies to any event that is social or civic in nature, in which case, the individual or business resides outside the corporate limits, but within the Elberta Police Jurisdiction.

**Commercial Rate - \$500.00 (day of the event)**

**Only legally sanctioned organizations will be allowed to charge admission at the door the day of the event.**

The commercial rate applies to any event where money is charged for attendance and/or where any type of business is solicited.

**Additional Days:**

**Additional days MUST be paid and reserved at the time of booking event.**

Additional day PRIOR to event is permitted to be used for, but is not limited to, decorating/setting up event. Additional day FOLLOWING the event is permitted to be used for, but not limited to, additional cleaning/removing of decorations.

**Additional day PRIOR event: \$100.00**

**Additional day FOLLOWING event: \$100.00**

**Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_**

**Authorized Agent \_\_\_\_\_ Date: \_\_\_\_\_**



**FEE SCHEDULE**  
**PARK FACILITIES**  
**Adopted 03/20/2018**

OPEN GAZEBO – (US HWY 98 WEST)	\$ 15.00 per 4 hours
PARK GAZEBO – (BANDSTAND)	\$ 25.00 per 4 hours
PICNIC PAVILLION -	\$15.00 per 4 hours

- Please note that the fee only reserves use of the facility reserved and does not exclude the general public from utilizing the park or other facilities during your event time
- No alcoholic beverages are allowed within park unless the Special Event and a Special Event ABC license has been approved by the Town Council and issued by ABC. Certificate of liquor liability insurance is required naming the Town as additional insured
- During pet friendly events, animals within outdoor public properties must be leashed and controlled at all times and owners are responsible to clean up animal waste for proper disposal
- Inflatables for children’s play being set up within Town of Elberta park facilities require proof of liability insurance from the provider of inflatables naming the Town as additional insured
- Events which will have items available for sale such as: t-shirts, food, drink, crafts, etc., must have all vendors purchase a business license and vendor shall collect appropriate sales tax on all sales
- Lessee is responsible to clean-up the rented premises and park areas utilized by the Lessee during event. All trash and debris must be bagged and taken to the town dumpster located on the east side of the civic center. Any trash or debris left behind from the event will be cleaned up by town staff at the rate of \$40.00 per man hour with a minimum charge of \$40.00. If rented on the weekend when staff is unavailable for inspection after event, Lessee may want to photograph leased premises after clean-up to avoid any disputes of cleanliness which may arise when inspected by staff on the next business day following the event



**OFFICE USE ONLY**

Damage Deposit received: _____	Contract entrance Date: _____
Non-Refundable Product Deposit: _____	Police Security Info. provided: _____
Non-Refundable Product Deposit: _____	Security Amount Paid : 4 ___ 6 ___ 8 ___ 10 ___
Walk-thru Scheduled: _____	or 12 ___ hours@ \$70.00 hour (2 officers)
½ Rental Deposit received: _____	Walk-thru Authorized Agent: _____
½ Rental Deposit received: _____	Date of Return Deposit: _____
Contract Paid in Full: _____	Amt.Pd. _____ Date Pd. _____