



Rental Contract  
 Carol Hodgson Multipurpose Arena  
 Bay Minette, Alabama  
 251-580-1610

This contract is made this \_\_\_\_\_ day of \_\_\_\_\_ 201\_\_ between the City of Bay Minette hereinafter called the CITY, and responsible person hereinafter called the LESSEE.

Lessee Name \_\_\_\_\_  
 Organization \_\_\_\_\_  
 Address \_\_\_\_\_  
 Phone \_\_\_\_\_  
 Email \_\_\_\_\_

Based on this agreement and the LESSEE'S commitment to faithfully perform all its terms, the CITY hereby leases to the LESSEE the Carol Hodgson Multipurpose Arena to be used for the purpose of:

\_\_\_\_\_ And for No other purpose whatsoever without the express written consent of the CITY for the term of:

Day one \_\_\_\_\_ Time: \_\_\_\_\_ to \_\_\_\_\_

Lease Category:

- Private/For Profit Organization
- Non-Profit/Community Organization
- Charitable Organization
- City Sponsored Event

\_\_\_\_\_  
 ATTEST

\_\_\_\_\_  
 FACILITIES COORDINATOR

\_\_\_\_\_  
 WITNESS

\_\_\_\_\_  
 LESSEE

\_\_\_\_\_  
 WITNESS

\_\_\_\_\_  
 CITY OF BAY MINETTE POLICE OFFICER

Rent for one (1) day	\$ _____
Police Officer Fee: 2 Officers @ \$30.00/hour each	\$ _____
Maintenance & Setup/Clean up fee	\$ _____
Damage & Reservation Deposit	\$ _____
TOTAL Minimum Rental and Deposit	\$ _____



# Rules and Regulations

*CITY assumes no responsibility whatsoever for any property places in the premises and LESSEE 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.*

## DEPOSIT

Deposit due upon the execution and delivery of this agreement

Remainder due two (2) weeks prior to event

## CANCELLATION

Within 14 days prior – CITY keeps Damage & Reservation Deposit

More than 14 days prior – 75% of Damage & Reservation Deposit will be returned

## CLEAN – UP

Remove all equipment & materials

Remove all decorations

Clean up all napkins, cups and other loose debris

Clean all restrooms

If using Kitchen, clean stoves, ovens, sinks, etc.

Contract signer is responsible for clean – up and CITY will charge the extra ordinary cleanup against the LESSEE'S Damage and Reservation Deposits.

## PROHIBITED ACTIVITIES

No smoking

No sale of alcoholic beverages

No engine machinery, oils or open flame unless approved by CITY in writing

No show bills or advertising on buildings unless approved by CITY in writing

Passageways or aisles will be kept clear at all times

## DECORATIONS

No holes may 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

# LESSEE AGREES TO:

- Employee two (2) Bay Minette Police Officers to be present during any event where alcoholic beverages are present
- 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 as neither herein specified nor sublet the facility or any part thereof without the express written consent of the CITY
- The facility will not be used for lodging rooms or for any improper immoral or objectionable purpose

## *Objectionable Performances and/or Persons*

- In the event of a disaster or occurrence of any emergency of any kind, CITY has the right to terminate any event to vacate the premises
- No performance, exhibition or activity shall be given, displayed or permitted to continue, which shall be objected to by the CITY
- CITY has the right to cause such performances, exhibition or activity to be immediately terminated without liability to CITY
- CITY reserves the right to eject from the premises any person or persons deemed by it to be objectionable
- Waive any and all claims for damages against CITY
- Performances involve the personal appearance of any specific personality, group or attraction, NO substitution shall be made without prior written consent of the CITY

## *Damage and Attorney Fees*

- If any portion of the facility shall be damaged by the act, default or negligence of any persons admitted by the LESSEE, LESSEE shall pay to CITY upon demand such sum to restore premises to their present condition
- Pay all costs and expenses including attorney's fee incurred by CITY in collecting or attempting to collect any rental or service charge past due

# RENTAL AGREEMENT OVERVIEW

Renter agrees to the following terms and conditions concerning the rental of city owned property.

## •Alcoholic Beverages

If alcoholic beverages are to be consumed on city property, a minimum of 2 City of Bay Minette uniformed Police Officers must be employed by the renter and be on site at all times. Number of Officers required shall be the decision of Police Chief.

## •Music

Music must be kept to a reasonable volume, music must be turned down or off if any complaint is received from a 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

## •General

Arena Rental Fees:

\$350.00 Non Member

\$300.00 Member

\$50.00 Refundable Deposit for any event charging admission or using concession stand.

Renter is responsible for cleanup of arena and grounds and concession areas. Failure to do so will result in forfeit of deposit and may result in the rejection of using the arena in the future.

Renter agrees to hold harmless the City of Bay Minette, its employees, agents or any person direct or indirectly associated with the City.

FOR CITY RECORDS

Total Rental Charges Due \_\_\_\_\_

Total Rental Payments Received \_\_\_\_\_

Damage & Reservation Deposit Paid \_\_\_\_\_

Charges for Damages and Extra Clean – up \_\_\_\_\_

Deposit Refunded to LESSEE \_\_\_\_\_