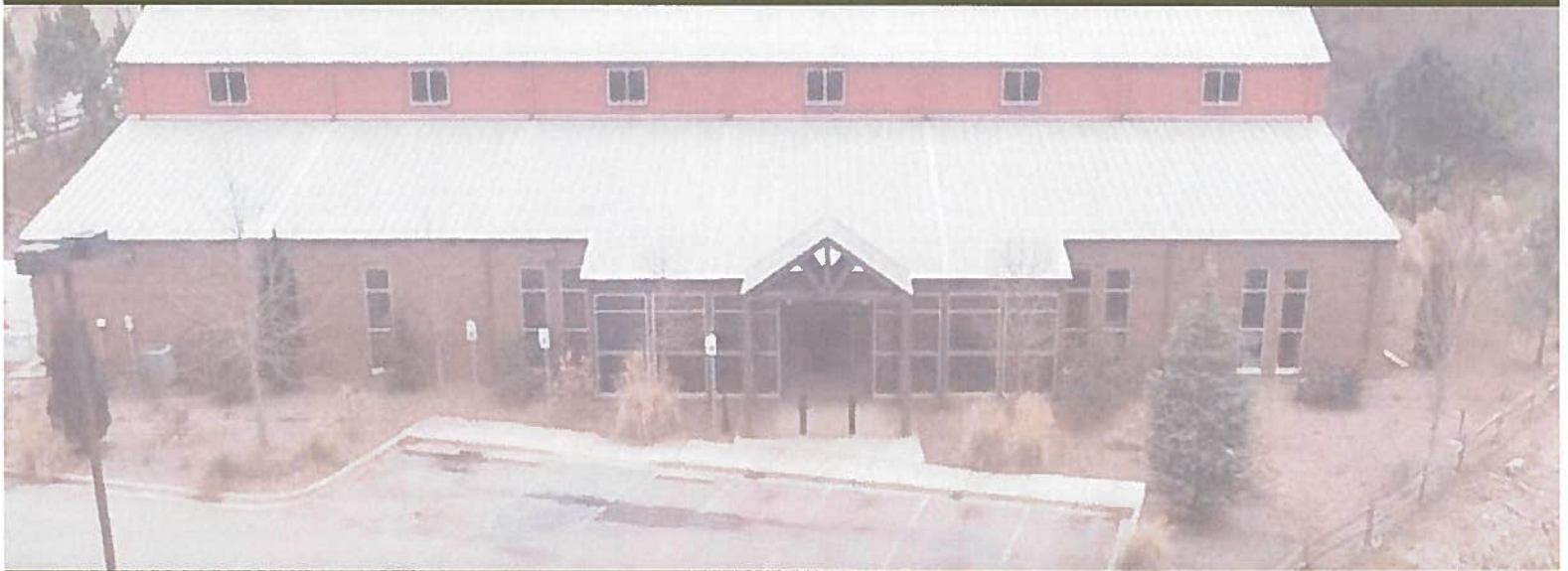




Fultondale Event Center Agreement



2980 Hawkins Lane
Fultondale, AL 35068

Event Center Guidelines

The undersigned ("Licensee") agrees to comply with the following Guidelines for its Event and use of the City of Fultondale Event Center ("Event Center"):

Available Rooms & Usage Charges:

The following Event Room(s) may be reserved for use at agreed times Sunday - Saturday from 9:00am until 10:00pm at the below charges:

- (a) Wildcat Room (main room w Fireplace)
8-hour minimum usage period
*Resident: \$850.00
Non-resident and Business: \$1,000.00
- (b) Glendale Room (room left of main room)
May be reserved/used in 4- or 8-hour increments
Charge for 4-hour increment
*Resident: \$250.00
Non-resident and Business: \$350.00
Charge for 8-hour increments
Resident: \$500.00
Non-resident and Business: \$700.00
- (c) Fulton Springs Room (back room with sink and counters)
May be reserved/used in 4- or 8-hour increments
Charge for 4-hour increment
*Resident: \$250.00
Non-resident and Business: \$350.00
Charge for 8-hour increments
*Resident: \$500.00
Non-resident and Business: \$700.00
- (d) All Day Rental/All Rooms
*Resident: \$1850.00
Non-residents and Business: \$2,400.00

Notes:

- * Event Center Management will require proof of residency. The Event Center will charge a \$40.00 fee for returned checks given to reserve a Room(s) and immediate cash payment then will be due to maintain the reservation.
- * Pictures and/or video of rooms with chairs and/or tables are available upon request of Event Center Management.
- * Maximum capacity for the Event Center building is 299 persons. Depending on what type of event each room is being used for and how many tables/chairs are needed will determine maximum capacity for each individual room.
- * No one will be allowed in the building after 10:00pm except City personnel for City sponsored events.

Event Center Guidelines

Event Details:

Name: _____

Room(s) Reserved: _____

Date(s)/Time(s) Reserved: _____

Total Room Usage Charge: \$ _____ Date Paid: _____

Date Security Deposit of \$150.00 paid: _____

Anticipated Number of Attendees: _____

Event Charges: To reserve and use the Room(s) Licensee will pay the Total Room Rate Charge and a Security Deposit of \$150 before the Event. These payments may be made by cash, check, or money order. If Licensee performs its obligations, the City will refund the Security Deposit within fifteen (15) business days after the Event. The Security Deposit will not be credited against the Room Usage Charge or other amounts due from Licensee hereunder.

Acceptance/Pre-Event Inspection: Event Center Management and Licensee will meet at the Center before the Event commences and inspect the Room(s) or other parts of the facility it will use. At this meeting Licensee may express any concerns about the condition of the Center it may have and identify conditions that Event Management will correct before the Event; if no such concerns are raised or Event Management corrects those conditions, Licensee will be deemed to have accepted the condition of the Event Center.

Accessibility: The City is committed to accommodating the needs of all individuals. The Event Center is accessible to disabled patrons as required by the ADA and applicable regulations.

Alcohol Sale and Consumption: If Licensee desires that alcoholic beverages be sold, consumed, or distributed at the Event, they must advise Event Center Management of that intent prior to it and agree to comply with Alcoholic Beverage Guidelines that Management will provide. If Licensee fails to provide this advance notice, alcoholic beverages may not be consumed at the Event. Among other matters, those Guidelines may provide that Alcoholic Beverages be distributed or consumed only inside the Event Room(s), will prohibit the use of outside alcohol at the Event, an off-duty City Police Officer shall be present throughout the Event at the Licensee's expense, and shall provide that sale or consumption of alcohol be confined to limited hours.

Animals: Animals or pets are not permitted in the Event Center with the exception of service animals, which may accompany people with disabilities in all areas of the facility where public is allowed.

Live Music and DJ's: All bands and DJs retained by Licensee must provide their own equipment, have current licenses, meet with Event Center Management prior to the Event, and adhere to all rules of the facility. Smoke machines are not allowed in any Room. If applicable, the Band or DJ also must purchase an Event Permit from the City.

Cancellations: Monies prepaid before the Event to reserve its use will be refunded on the following basis:

- If cancelled more than ninety (90) days prior to Event: full refund.

Event Center Guidelines

- If cancelled within sixty (60) days of Event: 50% refund of amounts prepaid.
- If cancelled within thirty (30) days of Event: no refund of prepayment.

The Event Center may cancel or postpone an Event due to unforeseen circumstances or any other factors beyond its reasonable control of the City or its Management. In such event, Event Center Management may reschedule the Event at no additional cost or the Licensee may elect cancel the Event and receive a full refund of all prepaid amounts.

Cleaning/Garbage: After the Event Licensee is responsible to clean and return the Room(s) to substantially the same condition existing when accepted. This includes, but is not limited to, removing all garbage, boxes, goods or other items brought onto the facility by Licensee or its third-party vendor (e.g., caterer, entertainment group, or equipment rental company, etc.) and returning the facility in broom clean condition. Licensee shall not leave trash or garbage from the Event inside the facility, but instead shall collect same in plastic bags and deposit those in the onsite dumpster at the facility. Licensee will forfeit the Security Deposit if it fails to comply with its obligations in this provision.

Conduct: It will be the Licensee's responsibility to ensure the attendees stay in the space rented. The City and Event Center Management, in the exercise of their exclusive discretion, may revoke permission of Licensee to use a Room(s) and require Licensee (or their guests, attendees, or other persons at the Event) to vacate the premises if their behavior does not comport with conduct appropriate to the occasion. Examples of non-comporting behavior include, but are not limited to, excessive noise, threatening conduct, violent behavior, or failure to obey the instructions of any City official or designee at the Event.

Damages/Indemnification: Licensee assumes responsibility and agrees to compensate the City for all damages to the facility or City personal property thereon arising from or occurring in connection with the Event, except for damages caused by the negligent or willful misconduct of the City or its employees, representatives, and officials (collectively, "City Representative(s)"). Further, except for claims caused by the negligent or willful misconduct of the City or a City Representative, Licensee assumes responsibility for and shall indemnify, defend, and hold the City and any City Representative harmless from any claim(s) made or asserted against them for personal injuries, property damages, or other loss, injury or expense by Licensee or any of their guests, agents, representatives, vendors, or employees arising from the Event or Licensee's use of the Event Center.

Decorations: Licensee must advise Event Center Management the type and number of tables and chairs needed for the Event. They will be placed in the room the Licensee has rented. Licensee is responsible to furnish all tablecloths, decorations, centerpieces, silverware, and other accessories it desires for the Event. All wall or door decorations must be hung with blue painter's tape. The use of any other tape, staples, stick pins, command strips, or Velcro on any wall or door is strictly prohibited. The use of confetti, glitter, bird seed, rice, or other similar items for the Event are prohibited. There shall be no open flame allowed in the Event Center for the purpose of decoration. The use of battery-powered candles is allowed. The use of the fireplace must be pre-approved by a City of Fultondale Fire Marshall.

Event Center Guidelines

Food & Non-Alcoholic Beverage: Licensee may either retain a caterer that will supply food and non-alcoholic beverages for the Event, or, alternatively, supply its own “finger foods” or nonalcoholic beverages for the Event if that food does not require heating prior to service. For purposes here, heating is use of an electric warming device or one utilizing underneath heat, fire or flames. If Licensee desires to use the services of a paid caterer at the Event, it will provide Event Center Management notice of that intent at least 10 days before it and select that vendor from a list of approved caterers provided by Event Center Management. The caterer may only use Sternos for food warming. Licensee may not utilize the services of a paid caterer if it fails to comply with these requirements.

Insurance. If requested by Event Center Management before the Event, Licensee may be required to furnish general liability insurance with policy limits and in a form acceptable to Management that will insure and protect the City, City Representatives and Event Center Management from claim(s) made or asserted against them for personal injuries, property damages, or loss, injury or expenses of whatsoever type that are asserted against them by Licensee or any of its guests, agents, representatives, vendors, or employees arising from the Event or Licensee’s use of the Event Center.

Loss/Theft of Personal Property: Licensee assumes all risk of loss, damage, or theft of its personal property that it or its vendors may place, use, deliver, or store in or about the Event Center for the Event. Neither the City nor the Event Center will provide watchman or other security or insurance coverage for that personal property. Licensee, and its guests, vendors and Event attendees are solely responsible to safeguard their valuables and personal property, and neither the City nor the Event Center shall be responsible for any loss, damage, or theft of that personal property whatsoever.

Minors: Licensee shall take reasonable action at the Event to prevent minors from behaving in a disruptive or dangerous manner. Further, minors are required to be supervised by a responsible adult during the Event and must stay in the Room(s) reserved unless accompanied by an adult when accessing other areas of the Event Center.

Parking/Operation of Vehicles: Parking for Licensee (and its guests and vendors) will be provided in the Event Center parking lot at no charge. However, all such vehicles must be parked in paved areas and may not be operated, parked, or used on the premises for purposes unrelated to the Event. Further, neither the City nor Event Center Management assumes any responsibility for damage, loss, injury, or expense incurred by Licensee or any of their guests, agents, representatives, vendors, or employees arising from the operation, parking, or use of their vehicles (or the contents of those vehicles) on or about the Event Center

Security: Event Management reserves the prerogative to require Licensee, at its expense, to furnish an off-regular duty City Police Officer for law enforcement purposes during the Event. The minimum period of service by this Officer will be 4 hours.

Smoking: The Event Center is a smoke-free facility and smoking (which includes vaping) is prohibited within the facility.

Event Center Guidelines

Supplies/Equipment: Except for tables and chairs provided by the Event Center, Licensee is responsible to furnish all equipment, supplies, goods, accessories, or other personal property that it requires for the Event.

Events for Minors: For Events that primarily will be attended by persons in the 13-20 age range (an "Event for Minors"), Licensee shall provide one adult chaperone for each 10 minors. Further, at an Event for Minors, Event Management reserves the prerogative to require Licensee, at its expense, to furnish an off-regular duty City Police Officer for law enforcement purposes. The minimum period of service by this Officer will be 4 hours.

ACCEPTED AND AGREED:

Individual:

Signature

Printed Name

Address

Contact Phone & Email

Date: _____ 202__

Organization:

Name of Organization

By: _____
Signature Authorized Representative of Organization

Printed Name of Representative

Its: _____
Title/Position

Contact Phone & Email

Date: _____ 202__