



## Rental Agreement For:

- **Bicentennial Park: Party Room**
- **Bicentennial Park: Amphitheater**
- **Pinson Community Center**
- **Rock School Center: Events Room**
- **Rock School Center: Auditorium**
- **PHCC: Gym**
- **PHCC: Room \_\_\_\_\_**

[Contact # (205)680-5556]

This Rental Agreement (this "Agreement") is made and entered into this the \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_ by and between the City of Pinson, Alabama ("City") and \_\_\_\_\_ ("Renter"), concerning the use and occupation of part of the \_\_\_\_\_, pursuant to the terms and conditions set forth herein.

### 1. **Event Specifications:**

Location: \_\_\_\_\_

Event: \_\_\_\_\_

Date of Event: \_\_\_\_\_

Space Rented (Describe with particularly the portion(s) of the venue being used:

\_\_\_\_\_  
\_\_\_\_\_ (the "Facility").

Security Deposit: \_\_\_\$100.00\_\_\_ (due with executed contract, refunded 14 days after event is completed if no damage has been incurred)

Total Rental Fee: \_\_\_\_\_

50% of Total Rental Fee: \_\_\_\_\_ (due with executed agreement)

Balance: \_\_\_\_\_ **(DUE 14 DAYS PRIOR TO EVENT)**

Total Event Time: \_\_\_\_\_

Set- Up Time: \_\_\_\_\_

Clean Up/Departure Time: \_\_\_\_\_

Closing Time: \_\_\_\_\_

The City will permit the Renter to use and occupy the Facility for and during the Total Event Time (from the set-up time through the closing time), subject to the terms and conditions set forth herein.

2. **Reservations and Rental:** All rentals of the Facility shall be initiated by the completion of the Rental Application up such form(s) and in such format(s) as may be provided and/or required by the City. Reservations for use of the Facility shall be by execution of this Agreement only. All reservations for rental, use and occupation for the Facility are subject to approval of the City. The City reserves the right to deny rental, use, or occupation to any person, group, or entity based on availability or where, in the sole discretion of the City, it would be detrimental or cause a nuisance or disruption to the safety or general welfare of the Facility, the premises upon which it is situated, the neighboring business and/or residents, or the surrounding community, or that, in the opinion of the City, would reflect negatively on the Facility, the City, the surrounding neighborhood and community, or Jefferson County, Alabama.

The person executing this Agreement shall be the Renter, if a natural person, or if the renter is not a natural person, shall be an authorized representative of the Rental. Such person shall be at least twenty-five (25) years old and shall be the primary contact for any and all issues relating to the rental of the Facility. Said person shall be in attendance at the Facility throughout the Total Event Time. By signing this Agreement, said person represents and warrants that they and the Renter will be responsible to the City for the compliance with the policies, terms and conditions of this Agreement, the Facility, the City, and that they are a person duly authorized by law to bind the person, group or entity desiring to rent, use and occupy the Facility. The City reserves the right to request verification of the age and identity of the representative and/or the representative's legal authority to bind the Renter, up to and including requesting proof of identification.

3. **Contract and Fees:** The Security Deposit, which is refundable 14 days after completed event if no damage has been incurred and compliance has been achieved, as well as 50% of the Total Rental Fee, is due to the City upon execution of this Agreement. The Balance of the Total Rental Fee is due to the City fourteen (14) days prior to the Date of the Event (unless the Renter has a history of renting with payment, in which case, it will be due the date of the Event). Failure to pay the Total Rental Fee by this time shall result in the cancellation of the Event and forfeiture of all fees and deposits paid. Payments shall be made to City of Pinson

**There will be no refunds to the Renter for unused hours.** Modifications or reductions in the Total Event Time after execution of this Agreement shall be subject to the terms governing cancellation herein or otherwise at the discretion of the City. **If Renter fails to vacate the Facility and be out of compliance with the policies, terms, and conditions set forth herein, shall be subject to assessment of additional rental charges by the City.**

4. **Cancellation Policy:** The Renter may cancel this Agreement by providing the City with written notice of cancellation prior to the Date of the Event. However, cancellation of this Agreement by Renter must be received in writing at least fourteen (14) days prior to the Date of Event in order to receive a refund of any monies paid. If this Agreement is canceled less than fourteen (14) days prior to the Date of event, **Renter Forfeits All Monies Paid to The City.**

The City reserves the right to cancel this Agreement at any time for any breach of the policies, terms and conditions set forth herein, or upon such other ground as may otherwise be determined by the City. If the City cancels this Agreement due to no fault on the part of the Renter, as determined by the City in its sole discretion, then the City will return all fees and deposits paid by the Renter. If the City cancels this Agreement prior to the Event due to fault on the part of the Renter, as determined by the City in its sole discretion, then the City may retain all fees and deposits paid by the Renter.

5. **Rules, Policies, Guidelines, and Conditions:** Renter acknowledges and agrees that it is subject to and binds itself to all policies, procedures, terms, conditions, and regulations of the City with respect to the use of the Facility, the premises upon which it is situated, and City property, whether specifically set forth herein or otherwise, and whether now or later adopted by the City.
6. **Use and Occupation:** The Facility shall only be used by Renter for the purpose indicated in its Rental Application. Use of the Facility in any other manner or purpose during the Time of Event shall result in the immediate termination of this Agreement and Renter shall forfeit all fees and deposits paid. At all times, the City shall have the exclusive and sole discretion of the rental, use and occupation of the Facility. The City reserves the right to attend the Event.

The Facility shall be maintained in good and operable condition by Renter during the Time of Event. Neither the Renter, any of its guests, nor any person attending the Event will damage any part of the Facility. Use and occupation of the Facility is further subject to the following conditions and limitations:

- The Facility is only available for rent at and during times determined by The City. There may be times when the Facility is not available for rent, due to regular maintenance, other programs and activities, etc.
  - The outside of the Facility shall not be used for any part of the Event except arrival, departure, deliveries and pick-up, without the express written permission of the City.
  - Smoking is prohibited in the Facility at all times.
  - Cars are to be parked only in designated parking places and areas. Cars relating to the Event may not be parked on private residential properties located adjacent to and nearby the Facility.
  - The City reserves the right to require DJ/Bands to keep music at a reasonable and appropriate level. DJ/Band must conclude at the end time of the Time of event and remove its supplies/equipment from the Facility by Closing Time.
  - Gambling is illegal and, therefore, prohibited at the Facility.
  - The possession and use of alcoholic beverages is prohibited at the Facility.
  - The Renter may not make any improvements or alterations to the Facility without the express, written consent of the City.
  - Renter may only use those portions of the Facility that are described in the definition of the "Facility" in this agreement.
  - Moonwalks, bouncy houses, or inflatables of any kind are not permitted without prior authorization from The City of Pinson.
7. **Kitchen:** The Facility's kitchen may be accessed at an additional cost, as set forth in the Rental Application, and as outlined in this Agreement. The City does not provide any dishes, glassware or linens for food service or preparation. Use of any appliances in the Facility's kitchen will be at the sole discretion of the City.
  8. **Restrooms:** Renter shall be responsible for maintaining all restrooms, toilets, and sinks in a clean and operable condition during the Time of Event.

9. **Private and Public Events:**

- a. If Renter's Event is a private function or gathering, and it is not open to the general public, then the Renter may limit access to the Event. If Renter's Event is a private function or gathering, and it is not open to the general public, then the Renter may limit access to the Event to only those persons invited to the Event. In such event, where a large gathering of people is expected, the Renter should display a sign at all entrances of the Facility used for the Event that the Event is private, that admission is by the invitation of the Renter only, and that the Event is not open to attendance by the general public. In the case of smaller private gatherings, the Renter should courteously and verbally advise uninvited persons of the same.
- b. If the Renter's Event is open to the general public, then the Renter may exclude persons that disrupt the Event, break the rules and regulations related to the Facility, or cause such other disturbance as to frustrate the Renter's use of the Facility, so long as the exclusion of the person is otherwise lawful and not prohibited by law.
- c. Notwithstanding the foregoing, the Renter may not exclude the City's employees or officers from the Facility, and the Renter acknowledges that the City may enter upon the Facility at any time during the rental to the Renter.

10. **Rules Related for PHCC Handicap-Accessible Facilities**

- a. If the Renter is utilizing the Facility's bathrooms during an Event, then the Renter must make the Facility's uni-sex bathroom open and accessible to all attendees at the Event, in addition to the men's and women's restrooms. In such event, the light in the uni-sex bathroom must be turned on before the Renter's use of the Facility.
- b. If the Renter is utilizing the Facility's kitchen, then attendees that are individuals with disabilities, who have legitimate business in the kitchen, may ask for and receive assistance relating to turning on/off the light switch; operating the hood, range and oven controls; using the faucet controls; and reaching the common use sink, all in the Facility's kitchen.
- c. If the Renter is utilizing the Facility's gym stage, the stage will not be used during any program, activity, or service where the public is invited on stage.
- d. If the Renter is utilizing the Facility's dance room, that room should not be used for any Event that is open to the public.
- e. If the Renter is utilizing any of the Facility's entrances in connection with an Event that is open to the public, then the Renter must make at least one of the Facility's two handicap accessible entrances available in connection with the Renter's use of the Facility.

11. **Facility Availability:** The Facility will be made available to Renter for the purpose of set-up and decoration at the Set-Up Time on the Date of the Event. Renter will begin the Event at the designated Time of Event. Renter agrees has guests will vacate the Facility during the Departure Time, but no event later than the Closing Time. Renter also agrees to begin clean-up at the Departure Time. All events must conclude by the Closing Time, and this includes clean-up and the departure of all workers and guests. Additional hours before Set-Up Time or after the Closing Time may be arranged at the City's discretion for an extra charge of [REDACTED] per hour up to a maximum of [REDACTED] hours. Renter's failure to comply with the times in this Agreement will result in additional rental charges.

12. **Clean Up Requirements and Security Deposit:** Renter must clean up the Facility and remove all trash and garbage prior to the Departure Time. Renter must leave the Facility in as good or better condition than its condition prior to the Set-Up Time. Security Deposit may be returned to the Renter, or withheld in full or part by the City, at the conclusion of the rental period as determined in the sole discretion of the City based on the condition of the Facility (and/or the related and nearby areas) after the rental period.

13. **Set-Up.** The City reserves the right to prohibit and/or limit the Renter's use of decorations, props, staging and/or other accessories which might damage the Facility or cause harm to attendees of the Event. Set-up is subject to the following conditions and limitations:

- A limited number of tables and chairs are available at the Facility and may be rented at the discretion of the City.
- Additional tables and chairs are the responsibility of Renter.
- No tables, chairs, fixtures, or other equipment shall be removed from the Facility at any time, except as otherwise permitted, in writing, by the City.
- Additional lighting, electrical, audio and video modifications for the Facility are strictly prohibited without the prior written consent of the City. Renter shall take all necessary precautions to protect the existing electrical and utility services from overload or damage.
- The City provided the Facility for the Event. All other items, including, but not limited to, extension cords, ladders, tablecloths, easels, microphones, podiums, stages, dance floors, or decorations, are the sole responsibility of Renter.

14. **Decorating:** Decorations are not provided by The City. Decorations are the sole responsibility of Renter and are limited to items which will not damage or deface the Facility in any way. Decorations are subject to the following conditions and limitations:

- Candles or open flames of any kind, fryers, grills, and personal or space heaters are expressly prohibited.
- Nails, screws, tacks, and/or similar items shall not be used to affix decorations or other items to any part of the Facility.
- No food/drinks should be taken out of the Facility.
- Rice, birdseed, glitter, confetti, silly string, and bubbles are expressly prohibited both inside and outside of the Facility.
- Doorways must be kept clear and readily accessible for exit.
- All decorations and rental items must be removed immediately following the Event and prior to Closing Time, unless prior written approval of other arrangements has been obtained from The City.
- All trash and debris must be removed from the Facility and taken to the proper dumpster provided outside the Facility.

15. **Catering/Concessions:** Renter may use a third party to cater the Event, to provide concessions at the Event, or to otherwise act as a food vendor at the Event. In any of those cases, the following conditions and limitations apply:

- All food served during the Event must be prepared by a licensed caterer, food concessionaire, or other food vendor (e.g., restaurant)
- All caterers/food concessionaire/food vendors must be properly licensed and possess the proper permits to perform food services within the City of Pinson and State of Alabama. Caterers/food concessionaires/food vendors must provide The City with a copy of their license prior to the Date of Event.
- Caterers/food concessionaires/food vendors are required to do a site inspection prior to the Date of Event.
- Caterers/food concessionaires/food vendors shall comply with all city, county, and state food service and/or health regulations and laws.
- A plastic cloth must be placed under all coolers/containers for beverages/ice placed on floor.

- Caterers/food concessionaires/food vendors are required to remove all trash and debris from the preparation area after the Event and prior to the Closing Time.
- Use of appliances, cooking of food, and/or washing of dishes at the Facility is at the discretion of the City.
- All caterers/food concessionaires/food vendors must execute a written statement that they have read, understand, and agree to follow these rules, as well as all of the provisions in this Agreement. The written statement will be on a form provided by the City, and Renter must secure the statement in advance of the Event and provide a copy to the City upon its request.

16. **Security/Staff:** The City reserves the right to require the Renter secure and utilize off-duty law enforcement officers to provide security for the Event.
17. **Advertising:** The City must pre-approve, in writing, any and all print and/or broadcast advertisement concerning the Facility. The City must pre-approve all hanging signs and banners.
18. **Excessive Capacity and Other Violations:** Renter shall not exceed the occupancy capacity for the Facility. In the event that it comes to the attention of The City that the capacity of the Facility has been exceeded, the City reserves the right to require those excess patrons to exit the Facility and the premises upon which it is situated. Refusal of Renter to cooperate with maintaining the Facility's capacity will be cause for immediate termination of the Event.

If it is determined by The City, in its sole discretion, either before or during the Event, (i) that the activities of Renter and its guests are illegal, (ii) that the activities of Renter and its guests, and/or the purpose stated for the Facility rental, are not as represented to the City at the time of application, and/or (iii) that the activities of Renter and its guest, and/or the purpose for which the Facility is rented, create a substantial risk/likelihood of damage to property and/or injury to persons, then the City may immediately terminate this Agreement without liability of any nature to Renter and/or its guests or agents.

The decision in this section shall be made at the sole discretion of The City. The City, however, undertakes no duty and assumes no responsibility to ensure Renter, its guests, or agents, comply with occupancy capacities, laws, rules, regulations, licenses, or ordinances; such is the sole responsibility of Renter. Renter shall indemnify and hold harmless to the City, its directors, officers, agents, and employees against any and all damages, claims, liability and actions for bodily injury to any person and/or damage to any property resulting from the failure of Renter, and/or any third party invited or employed by Renter at Facility, to comply with any laws, rules, regulations, statutes, ordinances, and/or license/permits. This indemnification shall include court costs and attorney's fees. This indemnification requirement shall survive the cancellation or termination of this Agreement.

19. **Assignment and Subletting:** Assignment or subletting of this Agreement or the rental, use or occupation by Renter of the Facility, or any portion thereof, is strictly prohibited.
20. **Liability, Waiver, and Indemnification:** Renter has inspected or has had the opportunity to inspect the Facility and Renter has determined that the Facility is suitable and safe for the purpose for which it is being rented.

Any guests of Renter during the Event are not invitees or guests of the City but are strictly invitees and guest of Renter for the benefit and purposes of Renter. Renter agrees to take all reasonable precautions for the safety of guests and other persons present at the Facility and shall provide all efforts to protect and prevent damage, injury, or loss to the Facility and to guests and other parties

present for the Event.

Renter releases, absolves, and exonerates; covenants not to sue; and agrees to indemnify and hold harmless to the City and all of its facilities and grounds, its directors, officers, agents, and employees against any and all liability, losses, claims, demands, actions, debts, expenses and causes of action of every name and nature for personal or bodily injury (including any resulting death) or other damages which may be sustained by any person, and for damage to or loss of any property, during, as a result of, incident to, or in any way arising out of the use of the Facility. Said indemnification shall include but not be limited to reasonable attorney's fees and all court costs. This indemnification shall survive the cancellation or termination of this Agreement.

The City is not responsible for any lost, damaged, or stolen property left before, during, or following the Event.

21. **Insurance:** Upon City request, the Renter may be required to procure and continue in force at Renter's own cost and expense, general liability, professional liability and any other insurance in sufficient form to insure the City against any claims for injuries to persons and property that may occur in , upon, about or from the Facility and the premises upon which it is situated during the rental period and/or during any period of use or occupation by the Renter and its agents, employees, representatives, guests, and invitees who are upon the Facility and the premises upon which it is situated for the Renter's purpose.
22. **Maximum Occupancy:** The maximum occupancy of the Facility is \_\_\_\_\_ people. This shall be the maximum occupancy at all times during the Total Event Time, and shall include, in the determination of the same, all guests, entertainers, catering staff, security members, service providers, or any other person(s) present at the Event.
23. **Representations and Warranties:** By entering into this Agreement, Renter acknowledges, agrees, warrants, and represents that it is familiar with and will remain in compliance with all applicable laws of all local, state, and federal governments, specifically, but not limited to, ordinances and laws regarding the distribution and consumption of alcohol, business privileges, noise, nuisances, and conduct of the Event. Failure to comply with and/or observe such ordinances and law shall result in the immediate termination of this Agreement and forfeiture of all fees and deposits paid.
24. **General Provisions:**
  - a. **Binding Effect.** The covenants and agreements herein contained shall be binding upon and inure to the benefit of the respective parties hereto, their legal representatives, heirs, executors, administrators, successors, and assigns (subject to the restrictions against and assignment as set forth above).
  - b. **Definitions.** Each and every reference to a party, and any and all pronouns describing a party, shall include male or female, singular or plural, corporation or corporations, individual or individuals, as may fit the particular party or parties.
  - c. **Headings.** The headings, captions, or titles used throughout this Agreement are for reference and convenience only and shall in no way define, limit, or describe the scope or intent of this Agreement.
  - d. **Counterparts.** This Agreement may be executed in multiple counterparts by original, electronic, or facsimile signatures, and each such counterpart shall be considered an original, but all of which together shall constitute one and the same agreement.
  - e. **Waiver.** No waiver of any breach, violation or default hereof shall be construed as a waiver of any subsequent breach, violation or default hereof.
  - f. **Entire Agreement.** This Agreement, and all exhibits and schedules attached hereto, if any,

constitute the entire agreement and understanding of the Parties with respect to the subject matter hereof, and supersede all prior and contemporaneous agreements and understandings, oral or written, relative to said subject matter.

- g. **Modification; Remedy.** This Agreement may not be changed, amended, terminated, augmented, rescinded, or otherwise altered, in whole or in part, except by a writing executed by all of the Parties hereto. No right, remedy or election given by any term of this Agreement shall be deemed exclusive, but each shall be cumulative with all other rights, remedies, and elections available at law or in equity.
- h. **Savings Clause.** If any term or provision of this Agreement, or the application thereof to any person or circumstances, shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- i. **Notices.** Any notice required or permitted to be delivered hereunder shall be deemed to have been given when received, if personally delivered, or three (3) days after deposited when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to the parties, at the respective addresses set forth herein.
- j. **Time of the Essence.** Time is of the essence in the performance of all the terms and conditions of this Agreement.
- k. **Authority.** Each of the parties represents and warrants that the respective individuals signed to this Agreement have the full and proper authority to execute this Agreement in the capacity set forth herein.
- l. **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Alabama without regard to its principles concerning conflicts of law. Any disputes arising out of this Agreement, or any transaction contemplated hereby shall be subject to the exclusive jurisdiction of Jefferson County, Alabama.
- m. **Third Party Beneficiaries.** There are no third-party beneficiaries of this Agreement. No third party is entitled to enforce or rely upon any provision in this Agreement.

I have thoroughly read and understand and agree to comply with the terms of this Agreement and I have voluntarily entered into the same.

I have received a copy of the rental agreement, rules and regulations: \_\_\_\_\_ (initial)

IN WHITNESS WHEREOF, the undersigned have executed and entered into this Agreement on the date first written above.

**NAME OF RENTER:** \_\_\_\_\_

Signature of Renter (or authorized representative of Renter, if Renter is not a natural person):

X \_\_\_\_\_

**Address of Renter:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

How would you like your deposit returned, if the facility is left in acceptable conditions?

Direct Deposit

Check Mailed to the above address

**THE CITY OF PINSON, ALABAMA**

**By:** \_\_\_\_\_

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