

City of Moody Civic Center Facility Rental Guidelines, Fees, & Service Agreement

This agreement is made and enters into on by and between the City of Moody Civic Center (hereafter referred to as "MCC") and (hereafter referred to as the "Client") on this, _____ day of _____ 201____.

WHEREAS, MCC offers Meeting Rooms, Meeting Suite, and Multi-Purpose Gym located at 200 Civic Center Drive, Moody, AL ("Facility") for special events; and

WHEREAS, the terms and conditions set forth in the Facility Rental, Fees, and Services Agrees ("Agreement") explain the responsibilities and fully and completely constitute the Agreement between MCC and Client.

NOW THEREFORE, for and in consideration of the premises and the mutual promises of the parties hereto, it is hereby agreed as follows:

PAYMENT: Client agrees to pay MCC a fee for the Facility rental of \$ _____ along with the Security Deposit of \$ _____ for the use of Meeting Room # _____. This fee is payable as follows: Security Deposit from the client to MCC upon execution of this Agreement ("Payment"). Client may make the Payment by cash, check, credit card, or money order made payable to the City of Moody, and the remaining balance is due seven (7) business days prior to the event.

Payment is for room and any additional services provided by MCC.

INSUFFICIENT FUNDS: MCC will charge a \$40.00 fee for check returned with non-sufficient or insufficient funds and immediate payment will be due to maintain reservation.

ACCESS TIME(s): Upon receipt of the full payment specified in this agreement the Client shall have access to the facility space rented at all times during the agreed upon period specified within this contract.

Facility Access will be granted to the Client during the stated dates and times:

Date: _____ Rental Time: _____

Actual Event Time: _____ Arrival Time: _____ Cleanup Time: _____

DEPOSIT: Security Deposit for room rental will be paid via cash, card or check to reserve the room. Deposits will be refunded via check from the City of Moody no later than ten (10) business days following the event. Security Deposit amount does not go towards the Room Rental rate.

CANCELLATIONS: More than ninety (90) days prior, full refund of all monies paid to the Civic Center; within sixty (60) days, event may be cancelled with good cause for refund equal to 50% of room rental rate; within thirty (30) days, no refunds will be given. The Civic Center reserves the right to cancel and/or postpone any event due to *force majeure* or any other factor beyond the control of the City of Moody or Moody Civic Center. In the event of a cancellation by the City, the event may be rescheduled at no additional cost, or Lessee may elect not to reschedule and receive a refund for all amounts paid to the City. Lease Agreement signee is responsible for all payments including event space, food and beverage, add-on services, and any damage or overage payments incurred.

IDEMNIFICATION: The Client covenants and agrees to indemnify and hold the city harmless from and against any and all claims or liabilities for compensation or damages, of any kind or description, and any other public liability or property damage that may arise or accrue by reason of the use or by the Client of the facility. The City of Moody may not be responsible for any damage or injury that occur to the Client's agents, employees, guests, invitees or property from any cause prior, during, or subsequent to the period covered by this agreement. The Client expressly releases MCC and the City of Moody from and agrees to indemnify the MCC against any and all claims for such loss, damage, or injury.

COMPLIANCE WITH LAW: The Client shall comply with all applicable laws, ordinances and all rules and regulations and will not do or allow to be done anything at the MCC during the term of this agreement in violation of any such laws, ordinances, rules, or regulations.

DAMAGE TO FACILITY: If the facility, or any part thereof, or any equipment located in or on the Facility shall be damaged by the act, default, or negligence of Client, or Client's agent, employees, patrons, guest, or any person admitted to the facility by the User, the User will pay to the City upon demand such sum as shall be necessary to restore the facility or equipment contained in or on the facility to its undamaged condition including but not limited to the replacement or repair cost. The Client assumes full responsibility for the character, acts, and conduct of all persons admitted to the facility by the consent of the Client or any person acting on behalf of the Client.

LOSS OF EQUIPMENT: All equipment entrusted to the care of the Client or on the facility during the terms of this agreement which shall become lost, stolen, or disappears shall be the sole responsibility of the Client. The Client shall be responsible to pay full replacement costs to the city.

FIRE HAZARDS: The Client shall not do or permit to be done anything or on any part of the facility, or bring or keep anything in the facility, which will in any way increase conditions of any insurance policy bring or keep anything in the facility, which will in any way increase the rate of fire or public liability insurance upon the facility, or property, or equipment kept in the facility, or in any way conflict with the regulations of the City or in way obstruct or interfere with the rights of other users of the facility or injure or annoy them.

Accessibility:

The Moody Civic Center is committed to accommodating the needs of individuals with disabilities. The Civic Center is accessible to disabled patrons as required by the ADA and applicable regulations.

Alcohol:

The Moody Civic Center has specific guidelines for the sale and distribution of alcoholic beverages. These guidelines are outlined below:

- Alcohol will be allowed for private parties only.
- All events with alcohol must utilize the services of the Civic Center's Licensed Alcohol Vendor. No alcohol may be brought onto the premises.
- Alcohol will not be permitted in any public areas of the building. It will only be allowed inside meeting rooms provided for the event.
- All events with alcohol are required to have a Moody Police Officer on duty for the duration of the event. The Officer(s) will be booked by the Moody Police Department at a rate of \$40 per hour for a minimum of 4 hours.
- Alcohol will only be served during the following hours: Monday – Friday after 5 pm and weekends after 12 noon.

Animals:

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

Bands and DJ's:

All Bands and DJ's must provide their own equipment, ASCAP/BMI License, meet with the Civic Center Manager prior to the event and adhere to all rules of the facility. The event space is equipped with power & water-based smoke machines are not allowed in any room. If applicable, Event Permit must be purchased from the City of Moody. Band/DJ are allowed in our Multi-Purpose Gym or in our Meeting Room Suite during after-hours only. They are NOT allowed in Meeting Room 1, 2 or 3.

Cleaning:

The Client is responsible for cleaning up the facility after an event to the point where the respective facility rented by the Client from Moody Civic Center is left in a similar manner that the facility was immediately prior to the Client's event beginning. The Client is responsible for the removal of garbage, boxes etc. or anything brought in by a third party such as a caterer, entertainment group, or rental company. A \$100.00 per hour fee will be charged to the client if the Facility is not left as clean as the facility was immediately before the event began.

Conduct:

All rules and regulations of the Civic Center must be followed at all times. The City of Moody Civic Center reserves the right to require any lessee, guest, attendee or other person to vacate the premises, at its sole discretion, in the event of any behavior or conduct (including excessive noise) which is inconsistent with Civic Center rules, regulations, policies, or the purpose of the Civic Center.

Damages:

Client assumes full responsibility for any and all damages to the physical premises and property of Moody Civic Center. Further, the Client assumes responsibility for all personal injuries or other damages caused by the client, client's guests, client's agents, client's representatives, client's employees and/or client's independent contractor(s).

Decorations:

The use of tape, staples, stick pins or Velcro on any wall or door is strictly prohibited. Please see Events Manager for acceptable alternatives for hanging decorations. The use of confetti, bird seed, rice, or other similar items is prohibited. Candles are allowed on tables as long as they are enclosed in glass or metal containers extending at least 3” above the flame. Balloons are not allowed in the lobby or common areas.

Exhibits:

Floor plans must be submitted at least seven (7) days in advance of event to the Civic Center Manager. Insurance must be obtained for all Exhibit shows and proof must be provided at time of contract with the Moody Civic Center. The City of Moody shall be named as an additional insured on all such policies, and a Certificate of Insurance must be provided to the Civic Center in conjunction with the floor plans. Special Event Permits and/or Moody Business License will be required for Exhibit shows. A copy of any permits and business license must be provided to the Civic Center.

Food & Beverage:

Client is allowed to bring in outside “finger foods” without using a Preferred Caterer as long as the food doesn’t require any heat. Heat is defined as any warming dish that plugs into the wall or has fire underneath. Client agrees to select a caterer from the MCC Preferred Caterer List and the MCC designated Beverage Vendor IF they are serving any food that requires heat or serving alcohol. Client will contact caterer directly. A Preferred Caterer list will be provided to client upon request.

Loss/Theft:

The Civic Center does not provide security for valuables or personal property in the event space. Attendees are solely responsible for safeguarding any valuables, and the Civic Center shall not be responsible for any loss whatsoever.

Minors:

Minors are not permitted to run and/or behave in a disruptive or dangerous manner while on the premises of the Facility. Further, minors are required to be under the supervision of a responsible adult at all times during your event & unable to use our membership areas.

Parking:

The Civic Center has parking spaces for use at no charge.

Security:

Security will be required at all events deemed necessary by the Civic Center management staff. All parties for young adults between the ages of 13-21 may be required to have security for the duration of the event. Security officers are Moody Police Officers and will be booked by the Moody Police Department.

Smoking:

The Moody Civic Center is a smoke-free facility and smoking is prohibited on The Civic Center Complex property.

Teen Events:

One adult chaperone per ten teens. Police officer required and must be booked through the Moody Police Department for all teen events.

IN WITNESS THEREOF, the undersigned has/have caused this Agreement to be executive as of the date and year first above written.

By signing below, I agree that I have read the Room Rental Guidelines, Civic Center Rules & Regulations AND Service Agreement pertaining to the rental and agree to uphold them.

Name (Print): _____ Phone: _____

Business Name (if applicable): _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Email Address: _____

Signature of Renter

Date