



City of Foley, AL

407 E. Laurel Avenue
Foley, AL 36535

Signature Copy

Resolution: 13-0132-RES

File Number: 13-0379

Enactment Number: 13-0132-RES

Approves proposed changes to the rental procedures for the Auditorium and the Council Chambers.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Foley, Alabama, as follows:

SECTION 1: Approves the proposed changes to the rental procedures for the Auditorium and the Council Chambers beginning February 1, 2013.

SECTION 2: This Resolution shall become effective immediately upon its adoption as required by law.

PASSED, ADOPTED AND APPROVED this 17th day of December, 2012.

Aye: 4 President Trawick, Council Member Quaite, Council Member Hellmich and Council Member Ebert III

President's Signature

Date

12-19-12

Attest by City Clerk

Date

12-19-12

City of Foley - RENTAL APPLICATION

Applicant Name: _____

Applicant Physical Address: _____

Applicant Mailing Address: _____

City _____ State _____ Zip _____

Applicant Telephone numbers: () _____

Date of Event: _____ Event Times - Begins: _____ Ends: _____

Type of Event: _____

Number of Attendees: Adult _____ under 18 _____

Alcohol: ☐ Yes ☐ No • *The Lessee must employ a Foley Police Officer(s) to be present during any event at the Civic Center where alcoholic beverages are served.*

Music: ☐ Yes ☐ No Type: _____ Name of Group: _____

Selling Tickets: Yes _____ No _____

Space Usage: ☐ Auditorium ☐ Council Chamber

Pricing:

Additional Fees will be charged for the following:

- Foley Resident Rate - \$350.00
- Foley Non Resident - \$400.00
- Commercial - \$500.00
- Council Chamber (Call for availability and pricing)
- Commercial Warming Kitchen \$150.00
- Grand Piano - \$25.00
- Ice Only - \$15.00
- Projector Equipment - \$25.00

Applicant Signature: _____ Date: _____

FOR OFFICE USE ONLY

- | | |
|-----------------------------------|--------------------------------------|
| 1) Function: Approved Disapproved | 5) Walk-Thru Scheduled _____ |
| 2) Contract Issued _____ | 6) Police Officer Scheduled _____ |
| 3) Signed Contract Received _____ | 7) Civic Center Staff Notified _____ |
| 4) Rental Deposit Received _____ | 8) Paid In Full _____ |

Amt. Pd. _____ Date: _____ Amt. Pd. _____ Date: _____ Amt. Pd. _____ Date: _____

Rental Application - Points of Interest

•Business License/Special Events License

If you are renting the Civic Center or Council Chambers for profit ventures, it is necessary for you to purchase a business license. Please contact our Revenue Department at 970-5014 or 970-5015 for additional information.

•Flammable Fuel

Please notify a member of the Foley Civic Center management team if you will use any form of smoke, fog or flammables for your production. Open flames must be contained in glass that is taller than the flame and approval by Foley Fire Chief and/or Civic Center Management is required.

•Decorations/Building Etiquette

Bird Seed, Rice, Glitter, Confetti, Shaving Cream and any other like items are PROHIBITED both inside and outside of the Civic Center. Nothing can be pinned or taped to the stage curtains. No nails, tacks, brackets or tape will be allowed on or in the walls, ceilings or flooring. Ice chests, keg barrels, band and DJ. equipment are not to be dragged across the floor. Events are not permitted to run later than midnight. This includes clean up time.

•Alcohol

If alcohol will be available at event, it must be self-served or served by a licensed bartender. Paid Security Officer will be required. If cash bar is used or alcohol is sold, renter/caterer must show proof of proper ABC License (ABC Board 947-2971).

•Cancellation Policy

Cancellations and date changes must be made 30 days prior to the event. To cancel your rental and request a refund, the applicant must submit in writing the cancellation request along with date of the canceled event, address, telephone number, and initial payment form (cash/check). If cancellation notice is received within two weeks of the event, no monies will be refunded. Email and fax are acceptable. The time frame to receive your refund check can be up to 4 weeks.

•Payments

Check, Money Order or Cash payments. Make your check or money order payable to *The City of Foley*

*****A complete set of Rules/Requirements will accompany the Rental Contract*****

City of Foley
Municipal Complex
Contract Agreement

THE CITY: The City of Foley, Alabama, by and through its Municipal Complex Department

APPLICANT: Name: _____

Organization Name: _____

(If 501(c), attach certificate)

Contact Person: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Email Address: _____

Phone Numbers: _____

Event Date: _____ Start Time: _____ End Time: _____

Facilities Reserved: ☐ Auditorium ☐ Council Chambers ☐ Warming Kitchen

Description of Activities: _____

Maximum Number of Persons: _____

Total Usage Fees: _____ Deposit: _____ Balance: _____

Applicant's use of the Municipal Complex Facilities will be subject to the "Schedule of Fees", "Terms and Conditions of Building Usage", and "Rules and Regulations" of which all three are attached hereto and incorporated herein by this reference.

City Representative's Signature Date Print Name

Applicant's signature Date Print Name

CITY OF FOLEY
Municipal Complex
Contract Agreement

Terms and Conditions of Building Usage

1. Use. Use of the facilities shall be limited to those areas and activities specified on page one of this contract. **At its sole discretion, the City reserves the right to delay, postpone or cancel any activity conducted at the facilities. In case of inclement weather, the City reserves the right to decide whether conditions are suitable for event to take place.** The City shall be excused from performance of any or all of its obligations hereunder to the extent and for the time such performance is rendered impossible or impractical due to acts of God, labor unrest, war riot, civic disturbance, or any other cause beyond the reasonable control of the City. The Applicant agrees that no performance, exhibition or activity of any kind whatsoever shall be given, held, displayed or permitted to exist or continue on the premises which shall be objected to by the City. The City shall have the right to cause such performances, exhibition, entertainment or activity to be immediately terminated without liability to the City for such performance. The City reserves the right to eject from the premises any person or persons deemed by it to be objectionable, and upon exercise of this right by the City, Applicant waives any and all claims for damages against the City.

2. Usage Fees and Deposits. Reservations are on a first come, first serve basis. A Deposit equal to fifty percent (50%) of the Total Usage Fees (not including the Facility Damage Deposit) is required upon execution of this Contract in order to secure the Event Date. Such Deposit shall be paid in cash or by valid check. The remaining balance, plus the Facility Damage Deposit, shall be immediately due in cash or by valid check no later than fourteen (14) days prior to the Applicant's Event Date. Other applicable fees determined to be owed by the Applicant at the conclusion of the event will be invoiced by the City and must be paid by the Applicant within thirty (30) days of the Event Date. The Deposit will be forfeited if the event is cancelled within fourteen (14) days of the Event Date. At the sole discretion of the City, the Facility Damage Deposit will be forfeited or reduced if: (1) the clean-up of the facilities is unacceptable; (2) the facilities and any portion thereof is damaged, removed, or destroyed by acts or omissions of the Applicant, its vendor(s), guest(s), or invitee(s); or (3) the Applicant fails to comply with any other obligation under this Contract. Applicant agrees to pay all costs and expenses, including a reasonable attorney's fee, incurred by the City in collecting or attempting to collect any rental or service charge that becomes past due or enforcing or attempting to enforce any of the terms and conditions of this Rental Contract or the Civic Center Regulations/Requirements. Applicant shall not permit the said premises to be used for lodging rooms, or for any improper, immoral or objectionable purpose.

3. Vendor(s). As used in this Contract, the term "vendor" shall mean any person or entity who sells, exposes or offers for sale any food, beverage or merchandise. The Applicant shall provide to the City at least seven (7) days prior to the Event Date the name of the vendor(s) the Applicant will use in addition to any other information reasonably requested by the City regarding the Applicant's use of the facilities. **Each vendor must present a copy of their current business**

license to the City Revenue Department no less than three (3) days prior to the Event Date. City Revenue Department hours are Monday-Friday, 8:00 am -5:00 pm. (251)943-1545.

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

5. Prohibited. Applicant shall not allow beer, wine or liquors of any kind to be sold, given away, or used upon said premises in violation of State of Alabama law or City of Foley Regulations. When Applicant provides alcohol beverages, free of any charge within the laws of the State of Alabama or City of Foley Regulations, all alcoholic beverages shall be State of Alabama taxed.

6. Alterations; Loss or Damage to Facilities. The Applicant shall not alter the facilities in any manner without the City's prior written approval, which approval may be withheld in the City's sole discretion. All decorations to be installed in or upon the facilities must be approved by the City prior to installation. In no event shall the Applicant install decorations that will damage the facilities or any of its contents. The Applicant shall be responsible for and agrees to reimburse the City within thirty (30) days of invoice for any loss or damage to the facilities that exceeds the facility Damage Deposit and that is caused in whole or in part by Applicant and/or any of Applicant's vendor(s), guest(s), and/or invitee(s). Upon the completion of the Applicant's event, the Applicant shall return the facilities and any adjacent areas incidentally used by the Applicant or its vendor(s), guest(s), or invitee(s) to the condition such facilities were in at the commencement of this Contract. Specifically, the Applicant shall be responsible for the clean-up of all facilities used by the Applicant, the removal of all food, drinks, decorations, and other items brought to the facilities for the Applicant's event, and the removal or placement of all trash and debris in the appropriate receptacle.

7. Compliance with Applicable Laws and Rules. The Applicant shall comply, and shall cause its vendor(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 City for the use of its facilities and other public areas. The Applicant shall protect, defend, indemnify and hold harmless the City, its officers, personnel, agents, employees, insurers, successors and assigns from and against any claims, damages, losses, costs, and expenses, including attorney's fees and legal costs, resulting from any failure by the Applicant, its vendor(s), guest(s), and invitee(s), to comply with the terms of this Section.

8. Risk of Loss; Release; Indemnity. **APPLICANT HEREBY AGREES THAT THE USE AND OCCUPATION OF THE FACILITIES ARE ENTIRELY AT APPLICANT'S OWN RISK, AND THE CITY SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE, INJURY, LOSS (INCLUDING LOSS OF LIFE), OR THEFT OCCURRING ON, IN, OR ABOUT THE FACILITIES. APPLICANT HEREBY RELEASES THE CITY, 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 CITY, ITS OFFICERS, PERSONNEL, AGENTS, EMPLOYEES, SUCCESSORS, AND ASSIGNS, IN CONNECTION WITH APPLICANT'S USE OR OCCUPATION OF THE FACILITIES. APPLICANT HEREBY AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, PERSONNEL, AGENTS, EMPLOYEES, INSURERS, SUCCESSORS AND ASSIGNS FROM AND AGAINST ANY AND ALL CLAIMS, COSTS AND EXPENSES, INCLUDING ATTORNEY'S FEE AND LEGAL COSTS AND WHETHER OR NOT ARISING FROM NEGLIGENCE OF THE CITY, ITS OFFICERS, PERSONNEL, AGENTS, EMPLOYEES, SUCCESSORS AND ASSIGNS, ARISING FROM OR OUT OF ANY OCCURRENCE IN, UPON OR AT THE FACILITIES. THE APPLICANT 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.

9. No Warranty. Applicant expressly accepts the facilities in an "AS IS, WHERE IS" condition, without warranty. Applicant does hereby acknowledge that Applicant, its vendor(s), guest(s), and/or invitee(s) are to use the facilities and all structures thereon in an "as is, where is" condition.

10. Governing Law. This Contract shall be interpreted and construed in accordance with the laws of the State of Alabama without regard to any conflict of law principles.

11. Assignment or Subletting. This Contract may not be assigned by the Applicant nor the facilities subleased without the City's prior written approval, which approval may be withheld in the City's sole discretion. Any assignment or sublease in violation of the preceding sentence shall be void.

12. Amendment or Waiver. This Contract may only be amended or a provision waived by a written instrument signed by an authorized party of the City and Applicant.

13. Binding Effect. This Contract shall be binding on each party's legal representatives, personal representatives, heirs, successors and permitted assigns.

14. Multiple Counterparts. This Contract may be executed in multiple counterparts and such counterparts together shall constitute one agreement.

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

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

That all terms and conditions of this written Contract Agreement and the attached Building Regulations/Requirements 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 or agents who executed this Contract Agreement.

IN WITNESS WHEREOF, the City of Foley has caused these presents to be signed by the designated agent of the City of Foley, and the Applicant has signed the same this day and year first written above.

Authorized Agent/City of Foley

Applicant

If you are interested in having your public event posted on the City event calendar, please visit www.VisitFoley.org and enter ALL the pertinent information in the Contact Us section under More Resources on the left-hand pull-down menu. The City reserves the right to determine whether the event is posted.

**CITY OF FOLEY
MUNICIPAL COMPLEX
FEE SCHEDULE**

COUNCIL CHAMBER

Firms, individuals, companies, corporations, groups of individuals or profit-making organizations	\$50 first 3 hours	\$ _____
	\$25 each additional hour	\$ _____

*After hours or weekend rentals will be charged an additional usage fee of \$50.00 \$_____

Local Non-Profit Civic Groups, Local Churches & Local Public Schools
Discount rate of 50% \$ _____

CIVIC CENTER

Foley Residents, Local Civic Groups, Local Churches & Local Public Schools
 \$350 first 10 hours/\$25 each additional hour
 \$350.00 X _____ days = _____ plus
 _____ additional hours x \$25.00 = \$_____

Non-Resident Rate

\$400 first 10 hours/\$25 each additional hour \$ _____

\$400.00 X _____ days = _____ plus \$ _____

_____ additional hours X \$25.00 = \$ _____ \$ _____

Commercial (Resident/Non-Resident)

\$500 first 10 hours/\$25 each additional hour \$_____

\$500.00 X _____ days = _____ plus

_____ additional hours X \$25.00 = \$_____

Kitchen - \$150	\$ _____
Computer/DVD/Projector Access - \$25	\$ _____
Ice (if not using kitchen) - \$15	\$ _____
Piano - \$25	\$ _____

TOTAL CHARGE \$_____

REGULATIONS/REQUIREMENTS
Foley Municipal Complex

It is the intent of the City Officials to make the Foley Civic Center available for the use of residents of the City of Foley as well as others in South Baldwin County.

1. Arrangements must be made with the Civic Center Manager or agent of the City of Foley for the use of any part of the Civic Center.
2. No inventory items such as chairs, tables, podiums, movies projectors, screens, kitchen utensils, pots, pans, silverware, dishes, etc. will be loaned or permitted to leave the premises under any circumstances. The artificial plants/trees in the lobby are not to be moved from their location.
3. No nails, tacks, brackets or self-adhesive tape will be allowed on or in walls, ceilings, floors or any material that will deface, mar or damage a finished surface. (This includes silly string.)
4. Any person or persons caught damaging or defacing any part of the Civic Center, inside or out, will be prosecuted to the fullest extent of the law.
5. Permission will be required for any person or group to bring into the building and use an appliance with special power requirements.
6. Religious groups may use the Civic Center for meetings, conventions, dinners, etc., but will not be permitted to use the facility as a permanent sanctuary on a regular Sunday or weekday basis.
7. Kitchen equipment and supplies will not be used by anyone other than those paying for the use of the kitchen. Ice will be provided for a fee for groups not using the kitchen facilities.
8. Specific for Auditorium Users:
 - A. No equipment or material will be brought in the auditorium and stage area prior to the day and time of use as outlined in the Rental Agreement.
 - B. All equipment and material will be moved out of the auditorium at the end of rental hours.
 - C. The piano will remain on the stage at all times. Nothing will be placed or stored on this instrument.
 - D. No painting of any type will be permitted inside of the Civic Center.
 - E. Stage light setting will be accomplished by Auditoriums users.
 - F. The only persons allowed in the Sound Equipment Room (upstairs) will be the persons in charge of the activity and persons required to operate sound and light systems. No food or drinks are allowed in Sound Room.

- G. The number of Auditorium seating will be given at the time of booking. There will not be more than 430 chairs set up on the auditorium floor at any time. Fire and exit lanes will be open at all times. Seats will not be disconnected and moved into aisles. This is a requirement of the State Fire Code.
- H. No open flames or flammable fluids shall be allowed into the Civic Center unless prior written consent is given by an Agent of the City of Foley.
- I. Fog machines and bubble machines need to be approved by the Civic Center Manager prior to the event.

(Items listed above are required to protect the safety of the people and preserve your Civic Center of future users.)

9. In order to maintain health standards as required by State and County, the following requirements for Auditorium and Kitchen users must be complied with:

- A. All pots, pans, trays, plates, saucers, cups, serving dishes, glasses and silverware will be washed before use.
- B. After food serving has been completed, and before leaving the complex, all items listed above will be washed, cleaned and separated, (i.e. all spoons together, all knives together, all forks together) and stored in proper locations as found prior to use by you. Tables will be cleaned off!
- C. Stationary equipment, including coffee and tea urns, will be cleaned.
- D. Stoves and ovens will be cleaned. Sinks, work benches and slicing equipment will be cleaned.
- E. All garbage will be removed from the building and placed in dumpster at the close of activity.
- F. All personal equipment will be removed at the close of activity.
- G. Garbage bags and dish towels will be furnished by the City.
- H. No containers or dishes will be removed from the building at any time.
- I. Users of Auditorium only who will be serving food and drink will furnish own pots, pans and dishes. At the end of function, all tables will be cleaned off.
- J. Ice machine, refrigerators, coffee and tea urns will be used only by those renting the kitchen.

(Your help in complying with above requirements will be a great asset in meeting health standards.)

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

Applicant Signature

RESERVATION AND HOLD HARMLESS AGREEMENT
FOLEY CIVIC CENTER/COUNCIL CHAMBER

The City of Foley, an Alabama municipal corporation (hereinafter the "City"), and _____ ("User"), on this ____ day of _____, 201____
hereby agrees as follows:

1. **Facilities and Uses.** User has hereby reserved, and User is hereby granted a limited, non-exclusive license to use the Civic Center/Council Chamber for the purpose(s) of _____
_____ (the "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 City 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 City 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 persons 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 City is alleged or deemed to be negligent or otherwise in breach of some duty.

Signature

Print Name

FOLEY CIVIC CENTER

Cancellation Policy

Any and all cancellations and/or date changes must be in writing and signed by the same person who signed the application and paid the rental fees and must be submitted to the City of Foley not less than 30 days prior to the event. Fee refunds will be made by check, less a 10% handling charge and will be delivered by mail. No fee refunds will be made for cancellations made within 2 weeks of the event.

I have read and understand the above policy.

Applicant Signature: _____ Date: _____

City Personnel: _____ Date: _____

Rental Rates

Auditorium

(Seating: 304 Banquet Style or 430 Auditorium Style)

Foley Residents, Local Civic Groups, Local Churches, & Local Public Schools
\$350 Base Rental for 10 hours + \$25 for each additional hour

Non-Resident

\$400 Base Rental for 10 hours + \$25 for each additional hour

Commercial (Resident or Non-Resident)

\$500 Base Rental for 10 hours + \$25 for each additional hour

Prices include the following:

- Tables, chairs, set-up (except for items from a rental company)
- Two Dressing Rooms
- Wireless Internet Available
- Movable Bar
- Cordless Microphones
- Microphone stands
- Overhead Sound System with CD player
- Big Screen on Stage
- Podium
- Stage Lights

Additional fees will be charged for the following:

- Commercial Warming Kitchen - \$150.00
- Grand Piano - \$25
- Ice Only - \$15

Kitchen

- Dishes, Utensils, glasses, cups
- Commercial Pots and Pans
- Coffee Maker
- Steam Table
- Food Warmer
- Freezer
- Two 4-door refrigerators
- Dishwasher
- Stove Microwave
- Convection Oven
- Fryers
- Ice Maker

Council Chambers

Firms, individuals, companies, corporations, groups of individuals or profit-making organizations will be charged \$50 for the first three (3) hours. Each hour beyond that will be at a rate of \$25 per hour.

Please note that after hours or weekend rental will be charged an additional usage fee of \$50.00.

*Discount rates available for non-profit Local Civic Groups, Local Public Schools and Local Churches.

Price includes the following:

- 84 Fixed Seating with fold-down writing tops
- Internet Available
- Podium
- Sound System
- Computer hook-up
- Projector
- Projector Screen