



ERIE H. MEYER CIVIC CENTER
Gulf Shores, Alabama
Rental Contract

This indenture, made and entered into this on _____, by and between the City of Gulf Shores, a municipal corporation of the State of Alabama, through the Mayor of the City of Gulf Shores, hereinafter called the LESSOR, and

Name: _____

Firm name: _____

Address _____

hereinafter called the LESSEE.

Witnesseth, that in consideration of the covenants and agreements herein expressed and of the faithful performance of all such covenants and agreements, LESSOR does hereby devise and lease unto LESSEE, the Erie H. Meyer Civic Center of the City of Gulf Shores, Alabama to be used for the purpose of:

and for no other purpose whatsoever without the express written consent of the LESSOR endorsed on this Rental Contract agreement for the term of:

Day one: _____ Time: _____

Terminating on: _____ Time: _____

IT IS MUTUALLY AGREED between the parties as follows:

**** 1. ARENA RENTAL**

LESSEE HEREBY COVENANTS AND AGREES to rent and pay the said LESSOR for the use of the premises, the minimum

ARENA rental sum of: \$ _____ Dollars.

To be paid as follows:

\$ _____ Dollars

upon the execution and delivery of this instrument, receipt of which is hereby acknowledged, and

\$ _____ Dollars

on or before 5:00 PM _____, 20_____.

To pay such sums in lawful money of the United States of America, or certified check at the Special Events Office located in the Adult Activity Center, 260 Clubhouse Drive, (P.O. Box 299) Gulf Shores, AL 36547.

To pay said LESSOR on demand any sum which may be due to said LESSOR for additional services, accommodation or material furnished or lent to said LESSEE, as stated herein.

To cause the said premises to be kept clean and generally cared for during the said term.

To quit and surrender up said premises to the LESSOR at the end of the said term in the same condition as it was at the date of the commencement of this lease, ordinary use and wear excepted.

To abide by and conform with all rules and regulations from time to time adopted or prescribed by LESSOR for the management of said facilities.

(Does not include cost of kitchen, equipment, set-up, linens, etc.)**

2. **ADDITIONAL RENTAL FOR SERVICES, EQUIPMENT, MATERIALS, ETC.** LESSEE HEREBY COVENANTS AND AGREES to pay for all personnel, services, equipment & material required for the presentation of this event. All known sums due will be paid by cashiers check or lawful money of the United States of America two weeks prior to the beginning of the event. Any remaining sums will be paid upon presentation of final invoice.

Attached "Proposal for Use" # _____ is made part of this contract.

3. **SUBSEQUENT REQUESTS BY LESSEE** LESSEE, over the signature solely of such authorized officer as executes this lease on behalf of LESSEE, may issue additional requests of the LESSOR subject, however, to the discretion & approval of LESSOR, the compliance with or performance of such request to be at the sole expense of LESSEE.

4. **CANCELLATION** Should LESSEE desire to cancel this Rental Contract within six (6) months of the scheduled event, deposit monies will be dispersed using the following schedule: 90% of all arena fees will be refunded if event is cancelled 180 days or more prior to scheduled event; 75% of all arena rental fees will be refunded if event is cancelled 91 to 179 days prior to scheduled event; 0% of all arena rental fees will be refunded if event is cancelled 90 days or less prior to scheduled event. LESSEE hereby agrees to reimburse LESSOR for any & all expenses incurred by LESSOR in behalf of LESSEE.

5. **COMPLIANCE WITH LAWS** Said LESSEE shall comply with all laws of the United States, & of the State of Alabama, all ordinances of the City of Gulf Shores, Alabama, & all rules & regulations of the Police & Fire Departments, or other municipal authorities of the City of Gulf Shores, & will obtain & pay for all necessary permits & licenses, & will not do, nor suffer to be done, anything on said premises during the term of this lease in violation of any such laws, ordinances, rules or regulations, & if the attention of said LESSEE is called to any such violation on the part of said LESSEE, such LESSEE will immediately desist from & correct such violations.

6. **ACCEPTANCE OF SAID PREMISES** LESSEE represents & warrants that it has inspected the leased premises & equipment to the extent LESSEE deems necessary & that same are in proper condition & adequate for the uses contemplated by LESSEE.

7. **USE OF REMAINDER OF PREMISES** LESSEE understands & agrees that during the terms of this lease LESSOR may use or permit to use or cause to be used for other LESSEES any portion of the premises not leased to LESSEE. LESSEE agrees that it, nor its agents, employees or contractors, shall interfere in any way with the ordinary use by others of any portion of the premises not covered by this Rental Contract.

8. **CONTROL OF PREMISES** The premises, including the keys thereto, shall at all times be under the sole & exclusive charge & control of LESSOR.

9. **UTILITIES** LESSOR AGREES to furnish, at its own expense, general lighting from its permanent fixtures & water for normal usage as now installed in the facility, accidents & unavoidable delays excepted.

10. **INSURANCE** As a condition precedent to the leasing of the above described facilities & premises to a lessee & to the LESSEE'S taking possession of said premises and facilities, LESSEE shall obtain at its own expense a Comprehensive General Liability Insurance Policy including contractual liability, products and completed operations liability and automobile liability if applicable, for the entire term of this Rental Contract with the CITY OF GULF SHORES and ERIE H. MEYER CIVIC CENTER named as additional insureds on said policy. Said policy shall provide limits of liability coverage in the minimum amount of \$_____ for bodily and personal injury, property damage and food products liability.

LESSEE must provide to LESSOR at least ten (10) days prior to the date of the scheduled use of said facilities a certificate of insurance showing that said policy has been obtained & that the CITY OF GULF SHORES & ERIE H. MEYER CIVIC CENTER are named as additional insureds.

LESSEE HEREBY additionally agrees that the presence of Police Officers, Fire Officers, Inspectors or Representatives of the City of Gulf Shores shall in no way or manner diminish or affect the duties, obligations or responsibilities of LESSEE.

11. **FLAMMABLE LIQUIDS, ETC.** LESSEE shall not, without prior written consent of LESSOR, put up, operate, or permit to be put up or operated any engine or motor or machinery on the premises or use oils, burning fluids, camphene, kerosene, naphtha or gasoline for either mechanical or other purposes, or any other agent than gas or electricity for illuminating the premises.

LESSEE shall, through the LESSOR, obtain such needed permits from the Fire Department for the express use of pyrotechnics prior to time of door opening to the public for the above stated performance(s).

LESSEE shall not use, nor allow to be used, any open flame without the express written consent of LESSOR.

12. **HAZARDS** LESSEE shall not do nor permit to be done anything in or upon the premises or bring or keep therein or thereon, which in any way increases the conditions of any insurance policy upon the facilities or any part thereof, or in any way increase the rate of fire or public liability insurance

upon the facilities or upon property kept therein, or in any way conflict with ordinances of the City of Gulf Shores or in any way obstruct or interfere with the rights of other tenants under LESSOR'S control or which could cause injury or annoy such other tenants in any manner.

13. **DISASTERS** LESSEE agrees that in the event of a disaster or emergency signal, or imminence of a disaster or emergency of any kind or nature whatsoever, LESSOR shall have the right, as it may determine in its sole discretion, to suspend or terminate any event in progress, to alter the lighting of the premises, to vacate the premises or to take such other action for such duration as LESSOR, in its discretion may deem necessary or appropriate.

14. **FORCE MAJEURE** LESSOR shall be excused from performance of any or all of its obligations hereunder to the extent & for the time such event is rendered impossible or impractical due to acts of God, labor unrest, war riot, civil disturbance, or any other cause beyond the reasonable control of LESSOR.

15. **PERMANENT PASSES** LESSOR has issued a minor number of permanent passes to City officials which provides admittance to all lessee events except private parties.

16. **CAPACITY, INGRESS, EGRESS, ETC.** LESSEE shall not admit to said premises a larger number of persons than the allowed capacity thereof will accommodate or can solely or freely move about in said rented areas, & the decision of LESSOR in this respect shall be final.

LESSEE agrees that no portion of the sidewalks, entries, vestibules, halls, stairways, or access to public utilities of said building shall be obstructed by LESSEE, or used for any purpose other than for egress or ingress to or from premises. The doors, skylights, stairways, or openings that reflect light into any place in the building, including hallways, stairways, corridors, passages, also house lighting attachments, shall not be covered or obstructed by LESSEE. Water closets or other water apparatus shall not be used for any purpose other than that for which they were intended & no sweepings, rubbish, rags, papers, or other substance shall be thrown therein.

LESSEE agrees that no chair or movable seat will be permitted to be or remain in the passageways or aisles, & to keep passageways clear at all times.

17. **OBJECTIONABLE PERFORMANCES** LESSEE 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 LESSOR. LESSOR shall have the right to cause such performance, exhibition, entertainment or activity to be immediately terminated without liability to LESSOR for such performance.

18. **OBJECTIONABLE PERSONS** LESSOR reserves the right to eject from the premises any person or persons deemed by it to be objectionable, & upon exercise of this right by LESSOR, LESSEE waives any & all claims for damages against LESSOR.

19. **SUBSTITUTION OF PERSONALITIES** LESSEE agrees that in the event the performance(s) contemplated under this Rental Contract shall involve the personal appearance of any specific personality, group or attraction, no such substitution for such personality, group or attraction shall be made without the prior written consent of the LESSOR.

20. **CONCESSIONS** LESSEE shall not provide, furnish or arrange for food and/or beverages except as permitted by LESSOR & then only in strict accordance with the catering policies of LESSOR. LESSEE shall not dispense any food or drink without the prior consent of LESSOR.

21. **ALCOHOLIC BEVERAGES** LESSEE 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 Gulf Shores Regulations. When LESSEE provides alcoholic beverages, free of charge within the laws of the State of Alabama or City of Gulf Shores Regulations, all alcoholic beverages shall be State of Alabama taxed.

22. **DAMAGE TO PROPERTY** LESSEE shall not injure, nor mar, nor in any manner deface said premises, & shall not cause nor permit anything to be done whereby the said premises shall be in any way be injured, marred or defaced & will not drive or permit to be driven nails, hooks, tacks, or screws into any part of said building, & will not make, nor allow to be made, any alterations of any kind therein.

LESSEE agrees that if said premises or any portion of said premises during the term of this lease, shall be damaged by the act, default or negligence of LESSEE'S agents, employees, patrons, guests, or any person admitted to said premises by LESSEE, LESSEE shall pay to LESSOR upon demand such sum as shall be necessary to restore said premises to their present condition. LESSEE hereby assumes full responsibility for the character, acts, & conduct of all persons admitted to said premises, or to any portion of said building by the consent of said LESSEE, or by or with consent of any person acting for or in behalf of said LESSEE, & said LESSEE agrees to have on hand at all times sufficient trained security personnel to maintain order & protect persons & property.

LESSEE agrees to provide cash or cashier's check made payable to the City of Gulf Shores in an amount of \$ _____, no later than two weeks before the event, as security damage which may occur at the facility during the LESSEE'S usage thereof. In the event there are no damages,

the cash, cashiers check, or bank check will be returned to LESSEE immediately after inspection of premises but in no case shall the deposit be retained by LESSOR longer than 10 days after completion of LESSEE'S last event.

23. **POSTING OF ADVERTISING** LESSEE agrees not to post or exhibit, nor allow to be posted or exhibited signs, advertisements, showbills, lithographs, posters or cards of any description, in front or on any exterior part of said premises; if space is available, said material may be displayed inside the facility on specific permanent fasteners or on easels or other such equipment.

LESSEE further agrees to take down & remove forthwith all signs, advertisements, showbills, lithographs, posters or cards of any description objected to by LESSOR, or its representatives.

24. **ATTORNEY'S FEES** LESSEE agrees to pay all costs & expenses, including a reasonable attorney's fee, incurred by LESSOR in collecting or attempting to collect any rental or service charge that becomes past due or in enforcing or attempting to enforce any of the terms & conditions of this Rental Contract.

25. **IMPROPER LODGING** LESSEE shall not permit the said premises to be used for lodging rooms, or for any improper, immoral or objectionable purpose.

26. **ASSIGNMENT OF RIGHTS** LESSEE shall not assign this lease, nor suffer any use of said premises, other than herein specified, nor sublet the same premises, or any part thereof, without the express written consent of LESSOR.

27. **EXCULPATORY CLAUSE** LESSOR assumes no responsibility whatsoever for any property placed in the premises, and LESSEE hereby releases and discharges LESSOR 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 said premises under this Rental Contract including but not limited to such loss, injury, damage or death by reason of plumbing, gas, water, steam, sewage, heating, air conditioning, electrical equipment or other related facilities or the malfunction or nonfunctional thereof or otherwise. LESSEE assumes all risk of damage to and loss by theft or otherwise of fixtures, appliances or other property of LESSEE'S, exhibitors, contestants, performers, or those contracting with LESSEE, as well as employees thereof, and LESSOR is expressly released and discharged from any and all liability for such loss. In the receipt, handling, care or custody of property of any kind shipped or otherwise delivered to the premises of LESSOR, either prior to, during, or subsequent to the use of said premises by LESSEE, LESSOR and its officers, agents and employees are acting solely for the accommodation of LESSEE and shall not be liable for any loss, damage or injury to or destruction of such property.

28. **MATTERS NOT COVERED** LESSEE agrees that any matters not herein expressly provided for shall be in the discretion of the LESSOR or its designated authority.

IT IS FURTHER MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO: That all terms and conditions of this written Rental Contract shall be binding upon the parties, their heirs and assigns, and cannot be varied or waived by any oral representations 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 Rental Contract.

IN WITNESS WHEREOF, the said LESSOR, the City of Gulf Shores, has caused these presents to be signed by the designated agent of the City of Gulf Shores, then attested, and the LESSEE has signed the same the day and year first written above.

AS LESSEE

ITS

WITNESS

THE CITY OF GULF SHORES, ALABAMA, AS LESSOR