

**LEASE**

(WETUMPKA CIVIC CENTER)

In consideration of the rents and covenants set forth herein, the **City of Wetumpka**, an Alabama municipality, as operator of the premises known as the Wetumpka Civic Center, (hereinafter known as "Lessor") and \_\_\_\_\_(hereinafter "Lessee").

WITNESSETH:

Premises: The Lessor hereby lets to the Lessee, and the Lessee hereby rents from the Lessor, the \_\_\_\_\_ ("Premises"), located in Wetumpka, Alabama.

Lessee shall pay to the Lessor rental fees for the use of the Wetumpka Civic Center in the amount of \$\_\_\_\_\_ (including the setup fees and daily inspection and break-down fee) as follows;

A deposit of \$\_\_\_\_\_, being paid on this date. The balance of the rental fees in the amount of \$\_\_\_\_\_ shall be due as follows:

If this rental is for a date more than six (6) months from the date of this Lease then Lessee shall confirm the date and pay in advance one-half of rental fee on or before the day that is six (6) months prior to event, being \_\_\_\_\_. Failure to confirm and pay one-half of the balance of the rental fee as herein required will result in cancellation of event by Lessor.

The balance of all rental fees MUST be paid in full no later than thirty (30) days prior to the commencement of the lease term for the rental and use of the leased premises. **If the full rental fee is not paid within thirty (30) days prior to the commencement of the lease term, the Lessee will forfeit the security deposit and any prepaid rent and the rental shall be cancelled.**

**\*\*\*The costs for any additional tables, chairs or other items requested in excess of the basic rental allowances shall be paid prior to the commencement of the event.**

The Lease term shall be from \_\_\_\_ a.m./p.m. the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, until \_\_\_\_ a.m./p.m. on the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_. The premises are to be used only during the above dates and times.

The security deposit paid in advance is to secure the date and as security for Lessee's performance of this lease and/or for any damages caused to premises by the Lessee, his/her family, visitors, invitees, and/or guests. In the event that the Lessee fully performs under the terms of this lease and leaves the premises in the same condition in which they were at the time of rental, then the security deposit shall be returned to Lessee within fourteen (14) business days. The Lessee specifically agrees to

comply with the following conditions and requirements a. through v. **In order to receive the security deposit back, the following, but not limited to specific things, which are by way of example and not intended to limit the responsibilities of the Lessee, shall be required:**

- a. Full compliance with the provisions of the Application for Rental, this Lease and the Acceptance of Set Up Agreement.
- b. An investigation must reveal that there has been no admission charge for attendance at the function unless permission to do so has been granted by Lessor.
- c. The Lessee must vacate the premises by 12 midnight unless other arrangements have been approved by Lessor. Lessee shall be allowed (30) thirty minutes for clean-up. Failure to vacate by that time will result in a forfeiture of the deposit. Every effort should be made to vacate the facility by 12 midnight.
- d. All decorating and clean up (that is the responsibility of the Lessee per this agreement), will be done during the leased period and is the responsibility of the Lessee.
- e. No alcohol may be consumed outside of the Civic Center building. If such occurs, the function will be immediately shut down, and the deposit will be forfeited.
- f. There is no smoking inside the Civic Center building, and no cigarettes are to be dumped and/or thrown in the Civic Center fountain. If such occurs, the function will be immediately shut down, and the deposit will be forfeited.
- g. Any disturbance or complaint which requires law enforcement personnel to respond on the premises including the parking area could result in forfeiture of deposit and the immediate shutdown of the event. Any audio, music or announcing system, shall be used at a volume level that will not interfere with other users in the building.
- h. The Lessee shall restrict all activities to the area(s) so designated and to the restrooms.
- i. The Lessee shall remove all items from tables including decorations. City employees will wipe off tables, sweep and mop floors, including restrooms, hallways and outside areas. Caterers or Lessee will clean the kitchen area and leave it the way they found it. No nails, tacks, staples or any adhesive tape shall be used on walls, floors, beams, window frames or doors. The kitchen is solely a warming kitchen, and no full meal preparation should occur in the kitchen. All garbage cans shall be emptied into dumpsters at rear of building and vacant cans returned to area designated by faculty personnel. If any of the above violations in this paragraph occur, the function will be immediately shut down, and the deposit will be forfeited.
- j. Rental access time begins the minute the preparation/set-up time starts, whether by the lessee or by Lessee's agent, such as a caterer, disc jockey, musician, decorator, delivery, etc. Rental departure time is the agreed upon time that attendees and other people will vacate the building. Chairs and tables will be set up and broken down by building management. All clean-up, other than removing items from tables and other decorations is also the responsibility of the building management, except for the kitchen. The kitchen is to be thoroughly cleaned by the Lessee and left the way it was found upon arrival.
- k. Lessee shall exhibit no permanent signs on or adjacent to the building. Temporary portable signs may be exhibited during rental period, if authorized as an addendum to this rental agreement.
- l. Tables, chairs, podiums and any other building equipment shall be moved only by city employees, unless the Civic Center Manager or Staff permits Lessee or Lessee's agents to do so.

- m. **All caterers receiving compensation for their services in the Civic Center must have a valid City of Wetumpka business license.** A current list of Caterers with City valid business licenses is available from the City Revenue Officer during normal business hours.
- n. Lessee shall comply with all statutes, ordinances and requirements of all Municipal, State, and Federal authorities now in force pertaining to the premises, occasioned by or affecting the use thereof by Lessee.
- o. Lessee understands and agrees that Lessor shall not be liable for any damage or injury to Lessee, or any other person, or to any property, occurring on the demised property or any part thereof and Lessee agrees to indemnify and hold Lessor, and its representatives and employees, harmless from any claims for damages, no matter how caused.
- p. No admission charge is allowed without written consent by the Mayor of the City of Wetumpka, Alabama. A thirty (30) day minimum notification is needed prior to the scheduled event. Failure to notify the City of admission charge will result in forfeiture of deposit and denial of future use of City-owned facilities. **If any items are being sold during the event then the Lessee must have a valid City of Wetumpka business license** unless the entity is a non-profit with tax exempt status and comply with all other applicable laws and regulations.
- q. **Written approval must be obtained from the Chief of Police for security and noted on the application form with the City if alcoholic beverages are to be served on the leased premises.** There is no additional charge when alcohol is available at a function; however, police personnel must be present at all times, and special approval is required when minors are present. The Wetumpka Police Department will arrange for an off duty police officer(s) to provide security. The cost for security will be \$20 per hour with a minimum of four (4) hours. The Wetumpka Police Department and Chief of Police will determine how many police personnel are required for any event. The Lessee must use the number of off duty police personnel required by the Police Department. The cost of the police personnel are the sole responsibility of the Lessee and said officers shall be paid by Lessee on the date of usage of the facility.
- r. According to Alabama Law Section 28-3A-20, **a special events license must be acquired to sell alcohol or sell tickets to an event where alcohol is served or sold.** Special permission must be obtained from the City and if alcohol is to be sold or if tickets are sold for an event that alcohol is served. (See Separate Alcohol Sheet) \_\_\_\_\_ Initial
- s. If Lessee falls under provisions of paragraph r. above then Lessee shall also provide proof within (7) days of the function that they have attained the appropriate liability insurance, as needed. (See Insurance Sheet) \_\_\_\_\_ Initial
- t. The Lessee agrees to keep the premises in good order and leave them in a clean and proper condition. Lessee agrees to be liable for any damages caused to the premises or furnishings during the course of its event and shall be responsible for reimbursing Lessor the cost of repairing any damage or replacing any items broken or damaged beyond repair. The City reserves the right to deduct any damages from the Lessee's deposit. In the event that the deposit is insufficient to cover such damages then Lessee will be billed for such excess and if payment is not made within ten (10) days then interest shall accrue thereafter at the rate of 12% per annum. In the event that collection efforts are necessary to collect any damages sustained by Lessor or to enforce the terms of this Lease, then the Lessee and its agents shall be liable for all costs of collection and enforcement including attorney fees.
- u. The Lessee represents that the City of Wetumpka is authorized to return any security deposit proceeds due to Lessee to the person and address listed on this lease.

- v. **Should the function be cancelled by the Lessee, the City requires a 90-day notice and a \$50 administrative fee will be charged. If notice of cancellation is received by Lessor less than (90) days prior to the date of the event, then the deposit and any pre-paid rent will be forfeited by Lessee to Lessor.**

\*\*\*NO OUTSIDE TABLES OR CHAIRS MAY BE UTILIZED WITHOUT THE WRITTEN CONSENT OF FACULTY MANAGER

By signing on behalf of the Lessee the undersigned warrants that he/she has the authority to execute this Lease on behalf of Lessee and further agrees to personally guarantee Lessee's full compliance with the terms of this lease and payment of all debts and damages to the Lessor that arises therefrom.

EXECUTED on this the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_.

**LESSEE:** \_\_\_\_\_

\_\_\_\_\_  
WITNESS

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

Its: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

PHONE NO: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

OTHER CONTACT PERSON: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

PHONE NO: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

**THE CITY OF WETUMPKA**

BY: \_\_\_\_\_  
Its Mayor

\_\_\_\_\_  
Witness

CONTACT FOR CITY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

PHONE NO: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_