



**Lease Agreement for
Silverhill Oscar Johnson Park Pavilion**

It is agreed by the responsible party that the rules and regulations set forth by the Town of Silverhill and made a part of this rental contract shall be adhered to.

DEPOSITS-A non-refundable rental deposit of \$25.00 is due upon the signing of this agreement. The amount of said deposit is set forth on the last page of this agreement and shall be credited to the fee payable hereunder. Payment made by check should be made payable to the Town of Silverhill. No rental shall be allowed to begin without confirmation of all funds, which means all checks, must have cleared.

PAYMENT-In the event that any money owed under this agreement is not received at the time when the reservation is made, this agreement is declared null and void, at the option of the Town of Silverhill and the Town of Silverhill shall have no further obligations under this agreement. Returned checks are subject to a fee of \$30.00 plus all bank charges.

CONDUCT SAFETY-The lessee is responsible for the conduct of its representatives and members while at the Silverhill Oscar Johnson Park Pavilion which includes, but is not limited to, the responsibility for the care of the facility and concern for the patrons. Safety regulations shall be in accordance with local, state, and federal regulations and shall be enforced by the Town of Silverhill Police Department.

ACCESS-The Town of Silverhill staff shall have complete and total access at all times and in all areas of the pavilion during the term of this agreement.

RESPONSIBILITY FOR THE PROPERTY OF LESSEE-The Town of Silverhill assumes no responsibility whatsoever for any property brought on the premises by the Lessee, and the Town of Silverhill hereby expressly is relieved and discharged from all liability for any use of said property and any loss, damage or destruction of property that may be sustained by Lessee.

REFRESHMENTS-All food and refreshments must be dispensed and consumed only in the areas designated for this purpose.

DAMAGES -Any damage to the Silverhill Oscar Johnson Park Pavilion and/or its equipment caused by Lessee, its agents, employees, authorized personnel, or contractors will be charged to the Lessee who will be responsible for the payment of the cost of any necessary repairs, or replacement, as determined by the Mayor and Council of the Town of Silverhill. Payment for damages in excess of the damage deposit will be made upon demand.

VACATING PREMISES-Lessee shall vacate the premises by the time and date set forth in this agreement. Lessee shall leave the premises clean, clear of debris and trash and in good repair. If premises are not cleaned and cleared to the Town of Silverhill's satisfaction, the Town of Silverhill may: (a) clean and clear the premises and remove all debris, trash, personal property, and rental supplies and equipment; and (b) charge Lessee for the cost of cleaning and clearing the premises. The cost of such clean up will be required on demand. (c) Town of Silverhill will not be responsible for any items left at the Silverhill Kids Park Pavilion after the event is over.

It is understood and agreed that should the performance of any of the provisions of this agreement by the Town of Silverhill or Lessee be prevented by an act of God, the act or regulation of public or military authority, civil tumult, war, epidemic, fire, earthquake, riot or any other cause beyond their control, then The Town of Silverhill or Lessee shall be respectively relieved of their obligations under this agreement. If the Town of Silverhill or its designated staff, in their sole discretion, determines that this agreement was cancelled for one of the reasons listed above, Lessee's deposit shall be refunded in full. If Lessee should cancel this engagement for any reason not listed above, The Town of Silverhill shall retain the deposit paid by Lessee as liquidated damages.

The Town of Silverhill may cancel this agreement if Lessee misrepresents the purpose(s) for which the Silverhill Oscar Johnson Park Pavilion is to be used or the nature of the event or program. In such circumstances, the Town of Silverhill shall have no liability to Lessee, and Lessee shall pay on demand all damages incurred by the Town of Silverhill including cost and attorney's fees. The Town of Silverhill reserves the right to retain the deposit paid by Lessee as liquidated damages.

INDEMNIFICATION-Lessee agrees to conduct activities at the Silverhill Oscar Johnson Park Pavilion so as not to endanger any person or property thereon. Lessee shall indemnify and save harmless the Town of Silverhill and its agents and employees against any and all Claims, actions, demands, expenses, and judgments for loss, damage or injury to property or persons as a result of Lessee's or its patron's acts upon or use of the Silverhill Kids Park Pavilion.

COMPLIANCE WITH THE LAW-Lessee shall abide by and comply with all applicable laws, rules, ordinances, and regulations of the United State of America, the State of Alabama, the County of Baldwin, and the Town of Silverhill, and any board, agency or bureau thereof. Parties agree that there shall be no segregation or discrimination practiced at the Silverhill Oscar Johnson Park Pavilion because of race, color, sex or creed against any guest or against any patron at the place of activity.

RULES-The Lessee shall be aware of the written Silverhill Oscar Johnson Park Pavilion rules and agrees to conduct usage of the Silverhill Oscar Johnson Park Pavilion in accordance with those rules. Violation of any of the terms and conditions of the rental agreement may result in the loss of privilege to rent the facilities in the future.

This agreement constitutes the entire understanding between the parties and shall not be altered, modified, or changed in any way without the express written consent of the Town of Silverhill. It is further understood that this agreement cannot be assigned or transferred. This agreement shall be governed in accordance with the laws of the State of Alabama.

Facility Lease Agreement

Lessee: _____

Driver License: _____

Contact Person: _____

Address: _____

Phone: _____

Event Information

Event Title: _____

Event Date: _____

Start Time: _____ End Time: _____
(Please consider your set up and clean up time)

Estimated Attendance: _____

Payment

Fees for events booked more than 12 months in advance are subject to change to reflect fees current at the time of the event.

Payment-\$25.00 _____

Personnel Fees (To be determined) \$ _____

Total Paid \$ _____ Date: _____

AGREED AND ACCEPTED BY THE LESSEE:

Signature: _____

Print name: _____

Date: _____