

TOWN OF SILVERHILL

PO Box 309 ~ 15965 SILVERHILL AVE ~ SILVERHILL, ALABAMA 36576 ~ (251) 945-5198



| |
|---------------------|
| EVENT DATE: _____ |
| BALANCE OWED: _____ |

Silverhill Community Center Lease Agreement

This application/contract is made on **(today's date)** _____ between the Town of Silverhill, Alabama hereinafter called the Town and **(your name)** _____, hereinafter called the LESSEE. If Lessee purports to be an organization or entity, the lessee shall be considered to the company and the signing party affirms that they have the authority to bind said entity hereto, as well as subject them to the rules, regulations, penalties and all terms herein.

To be filled out by Lessee. Sign and date final sheet upon submission of application. Applications that have not been signed and dated will not be processed. Please print neatly!

Event Name: _____

Email address: _____

Mailing Address: _____

City, State, Zip Code: _____

Contact Phone: _____ Work Phone: _____

Based on this agreement and the LESSEE'S commitment to faithfully perform all its terms, the TOWN hereby leases to the LESSEE the Silverhill Community Center to be used for the following purposes only - no other reason whatsoever without the express written consent of the TOWN is allowed.

Place the name of the group or type of activity planned on the line below.

TERM OF EVENT: *If this is a single event lasting single or consecutive dates fill in the form below:*

Starting Date: _____ Time: _____ AM PM

Ending Date: _____ Time: _____ AM PM

After midnight must be preapproved and arrangements made when applications are processed.

Rental (Based on the attached Fee Schedule ~ Non-negotiable)

Basic Rent: _____

Reservation Deposit: _____

Cleaning Fee: _____ \$100 _____

Alcohol Fee: _____

TOTAL DUE _____

A reservation deposit is required on the day of execution along with this agreement. And the rental fee is due on or before 4:00 p.m. two (2) weeks prior to the event.

****DO NOT ENTER THE BUILDING THE DAY BEFORE YOUR RENTAL.****

The LESSEE agrees as follows:

- A. To pay the TOWN on demand any sum which may be due for additional services or accommodations.
- B. To cause the Community Center to be kept clean and generally cared for while leased.
- C. To quit and surrender the Community Center to the Town at the end of the lease term in the same condition as the commencement of this lease, ordinary wear and tear is an exception.
- D. To abide by the Community Center Regulations and by all other rules and regulations from time to time adopted or by the TOWN for the management of the Community Center. A copy of which is acknowledged to have been received at the execution of the contract. You are responsible for knowing the rules and regulations.

Security Required

The LESSEE **MUST** contract through the TOWN a Silverhill Police Officer as security to be present during any event at the Silverhill Community Center where alcoholic beverages are served. Lessee must be 21 years of age, copy of Driver's License is required to rent the building and to serve alcoholic beverages to those in attendance and anyone that will be consuming any alcohol, this is monitored and those in violation will be dismissed. Failure to comply forfeits any deposits on hand with Town Hall.

- A. The event covered by this rental contract _____ Will _____ Will Not serve alcoholic beverages.
_____ (Lessee Signature)
- B. Alcoholic Beverages **CAN NOT** be sold in the Community Center.
- C. The present rate of pay for security is \$45.00 per hour. The LESSEE must agree to contract a minimum of four (4) hours if security is required.

Kitchen and Lighting

- A. LESSEE _____ May _____ May Not use the Community Center Kitchen.
- B. LESSEE _____ May _____ May Not use the Community Center sound equipment.

Refund policy

- A. Should LESSEE cancel this Rental Contract, LESSEE hereby agrees to reimburse TOWN for any and all expenses incurred by the TOWN on behalf of the LESSEE.
- B. The LESSEE and TOWN will agree to abide by the reimbursement agreement as follows:
 - 1. If the event is cancelled less than thirty (30) days, but prior to fifteen (15) days, a 25% handling fee will be assessed.
 - 2. If the event is cancelled less than fifteen (15) days, but prior to seven (7) days, a 50% handling fee will be assessed.
 - 3. If the event is cancelled less than seven (7) days, all money paid is forfeited.

Compliance with Laws

LESSEE shall comply with all laws of the United States and of the State of Alabama, all ordinances of the TOWN of Silverhill, and all rules and regulations of the Police and Fire Departments and other TOWN authorities. The LESSEE will not do, nor suffer to be done, anything at the Community Center in violation of any such laws, ordinances, rules, or regulations. If the LESSEE's attention is called to any such violation by any person employed by the LESSEE or admitted to the LESSEE's sponsored event, the LESSEE will immediately desist from and correct such violation. Maximum occupancy of the building is 100.

Non-Disruptive Use of Premises

No manner of usage of the premises shall be disruptive to the surrounding areas, including noise, vibrations and lights.

- A. **LIGHTS.** If lights strobe or flashing lights are to be used, all blinds shall be closed at 10:00 p.m. to ensure that flashing or bright lights are not disruptive to neighboring areas.
- B. **SOUND.** No activity, whether live music, DJ, or voices, shall be so loud as to be reasonably disruptive to the surrounding areas. LESSEE shall be mindful of the level of the noise and shall monitor to ensure it does not disrupt the residents nearby. After 10:00 p.m., any reasonable complaints regarding noise levels will be grounds for an immediate – without prior warning – shutting down of the event and demand to vacate the premises.
- C. **VIBRATIONS.** Loud bass, or other music, whether inside the facility or outside, shall be reasonably monitored such that the vibrations do not disturb the residents nearby. Again, any reasonable complaints or violations of this provision after 10:00 p.m. may result in the immediate shutting down of the event, without warning.

Acceptance of Premises

LESSEE represents that it has inspected the facility and equipment and that same are in proper conditions and adequate for uses contemplated by LESSEE.

Control of Premises and Keys

- A. The premises, including the keys thereto, shall at all times be under the sole and exclusive charge and control of the TOWN.
- B. The TOWN will provide one key that will unlock the entrance to the main part of the building. **The LESSEE may pick up the key on the Friday before the event at the TOWN HALL, before the close of business at 4:00 p.m.**
- C. LESSEE agrees not to make any copies of the issued key.
- D. LESSEE understands that no reimbursement will be made until keys are returned to the TOWN.
- E. LESSEE understands that loss of the key will result in forfeiture of \$75.00 of reservation deposit as locks will have to be replaced.
- F. LESSEE, upon the completion of an event, will make sure all entrances to the facility are properly secured and locked.

Emergencies / Safety / Order

LESSEE agrees that in the event of a disaster or imminence of an emergency of any kind, TOWN shall have the right to terminate any event in the facility, to vacate the premises, or to take any action that may be deemed appropriate at the discretion of the TOWN. The TOWN shall be excused from performance of any obligations, under this agreement, which is rendered impractical due to acts of God or other cause beyond the reasonable control of the TOWN.

Further, the Town reserves the right to terminate immediately any event which threatens, or appears to be a threat, to the safety and/or welfare of the attending guests, the general public or the building itself. If an event is shut down to preserve peace, order and safety of the people or property of the Town of Silverhill, no refunds will be given for the cancellation of the event,

Decorations

- A. No holes may be drilled in the walls, floors, or other parts of the building.
- B. **No nails, hooks, COMMAND STRIPS, tacks or screws** may be driven into any part of the Community Center.
- C. Only adhesives designed to not damage the walls, ceilings or floors to which they are affixed may be used. However, it is agreed by the LESSEE that even if such adhesives are used and/or allowed or authorized by TOWN, that any damage done as a result of affixing anything to the walls, ceilings or floors of the Community Center shall be the responsibility of the LESSEE.
- D. **THERE SHALL BE NO GLITTER ALLOWED AT THE COMMUNITY CENTER.**
- E. LESSEE will submit a plan for any decorations that are not free standing to the TOWN for approval before any such decorations are installed.

Setup and Cleanup

- A. The TOWN will provide the necessary tables and chairs for the use of the LESSEE.
- B. LESSEE is responsible for the setup of the said event.
- C. LESSEE will remove all event-related equipment and materials owned by the LESSEE brought into the Community Center at the end of the rental period.
- D. LESSEE will remove all decorations at the end of the rental period.
- E. LESSEE will clean up all cups, napkins, food items, and other loose debris and place them in the Community Center garbage carts outside of the building.
- F. LESSEE using the kitchen of the Community Center will clean stoves, ovens, sinks, work areas and other kitchen equipment at the end of the rental period.
- G. TOWN will take down tables, chairs and Community Center equipment.
- H. TOWN will charge the cost of extraordinary cleanup work against the LESSEE's Damage Deposit.

Prohibited Activities

- A. The Silverhill Community Center is NO SMOKING public facility
- B. No Town Facility will be occupied by the LESSEE later than 12:00 Midnight.
- C. Sale of alcohol beverages is prohibited at the facility.
- E. Occupancy of the Community Center shall not exceed 100 persons.
- F. Passageways, aisles, and emergency exits will be kept clear at all times.
- G. All minor children must be supervised at all times.
- H. **There shall be no glitter.**

Reservation Deposit / Damage to Property

The reservation deposit paid by the LESSEE shall be reimbursed in full unless any one of the following occurs:

- The key issued to the LESSEE is not returned.
- The LESSEE is found to be in violation of this contract.
- The facility leased and any of its equipment, furniture, or implements are damaged.
- Items belonging to the Community Center are missing.
- For some reason, the LESSEE owes any of the fees for the lease of the building.

The LESSEE shall not allow anything to be done to injure, mar, or in any manner deface the leased facility. LESSEE grants that if any portion of the facility shall be damaged by the act, default, or negligence of LESSEE or any person admitted to the facility by LESSEE, LESSEE shall pay to the TOWN upon demand such sum as shall be necessary to restore the premises to the condition found by both parties to be acceptable. This shall also include, but is not limited to, any damage done by decorating in violation of the provisions herein, and also damages done by adhesives affixed to the Community Center – even those which may have been allowed or authorized by the TOWN.

Attorney Fees

LESSEE agrees to pay all costs and expenses, including a reasonable attorney's fee, incurred by the TOWN 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 and conditions of this Rental Contract.

Assignment of Rights

LESSEE shall not assign this lease, nor suffer any use of the Community Center, other than as herein specified, nor sublet the Community Center, or any part thereof, without the express written consent of the TOWN.

Hold Harmless and Indemnification

The TOWN assumes no responsibility whatsoever for any property placed in the premises, and LESSEE hereby releases, discharges, and indemnifies the TOWN 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 the Community Center under this Rental Contract. LESSEE assumes all risk of damage to and loss by theft or otherwise of fixtures, appliances or other property of LESSEE's exhibitors, contestants, persons, or those contracting with LESSEE, as well as employees thereof, and the TOWN is expressly released, discharged, and indemnified 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 the TOWN, either prior to, during, or subsequent to the use of said premises by LESSEE, the TOWN 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.

It is Further Mutually Agreed By and Between the Parties:

That all terms and conditions of this written Rental Contract shall be binding upon the parties and cannot be varied or waived by any oral representations of any agent of the parties unless the same be in writing and mutually signed by the duly authorized agent who executed this Rental Contract.

IN WITNESS WHEREOF, the TOWN of Silverhill has caused the presents to be signed and the LESSEE has signed the same the month, day, and year written below.

THE TOWN OF SILVERHILL, ALABAMA (TOWN)

Agent of Town

Date

LESSEE:

Printed Name of Lessee

BY:

Lessee (or Agent)

Date

Fee Schedule for Community Center

Friday and Saturday

| | |
|---------------------|----------|
| Rental Fee | \$350.00 |
| Reservation Deposit | \$350.00 |
| Alcohol Fee | \$100.00 |
| Cleaning Fee | \$100.00 |

Sunday – Thursday

| | |
|---------------------|----------|
| Rental Fee | \$200.00 |
| Reservation Deposit | \$200.00 |
| Alcohol Fee | \$100.00 |
| Cleaning Fee | \$100.00 |

Mandatory security \$45.00 per hour, per officer, when alcohol is served. Must pay in cash to the officer before the event starts.

There are 65 chairs, Eight 5-foot round tables and Four 8-foot-long tables.

****DO NOT ENTER THE BUILDING THE DAY BEFORE YOUR RENTAL.****

**Silverhill Community Center
16111 South Ave**

Important reminders when using the Community Center

****NO** holes may be drilled in the walls, floors, or other parts to the building.

****NO** nails, hooks, tacks, or screws may be driven into any part of the community Center.

****NO COMMAND STRIPS OR ADHESIVES** can be affixed to the walls, ceiling, or floors of the Community Center.

****NO** glitter, confetti, shaving cream, toilet paper, silly string, rice, sparklers or like can be thrown or used for decorations inside or outside the facility.

****NO** smoking in or 50 feet from the main entrance to the facility.

****NO** free-standing candles or other incendiary devices within the facility; all candles must be within a candle-holder.

Whatever you bring into the facility or on the grounds, must be removed by the end of your event. This includes decorations, private rental items, sound and lighting equipment, linens, tableware, drapery fabric, tents, etc. If you are renting any item from a private rental company, be sure to coordinate a pickup to coincide with the end of your event. Failure to remove items will prevent you from obtaining your deposit refund.

Please contact Silverhill Town Hall Monday through Friday at 251-945-5198 should you any questions or concerns regarding this contract.

If there is an emergency during your event dial 911. Non-emergency dispatch for a law enforcement officer 251-947-4010.

If there is an issue with the operation of the building after normal office business hours, the following phone numbers will be able to assist you by calling or texting them.

Cindy Schulze: 251-543-7212

Nikki Haigler: 251-978-8400

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