

Daphne Civic Center

PO Box 400

Daphne, Alabama 36526
Phone: (251) 620-2300 Fax: (251) 626-5361
SBrannon@DaphneAL.com

Please read and initial each paragraph signifying that you have read and fully understand each section of this lease agreement. This lease agreement will become fully binding upon the date of BOTH signatures required below.

| Minimum Age Requirement |
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| Base Rental Fee Base rental includes; location rental, the 4 hour minimum required, cleaning, tables and chairs, 1 setup and 1 attendant for the duration of said event. Any additional items needed over and above will be at an additional cost including but not limited to hours warranted over the 4 required in the base rental. **The location rental does not include any time over and above the date and times listed on the this lease agreement. Should an additional day be warranted for rehearsal, etc this location must be rented. |
| Beginning TimeAccess to the said rental location for decorating, etc is not granted until the start time stated on the contract AND all outstanding balances have been paid. |
| Departure Time The music must be stopped, all bars must be closed and the building must be cleared at the ending time stated on the contract. All decoration items must be taken out of building at the end of the event including but not limited to brought in rental items. |
| Payment Policy All fees must be paid fourteen (14) BUSINESS days prior to the event which is no later than , 20 **Should fees not be received fourteen (14) BUSINESS days prior to event, then said event will be deemed as canceled. Any additional fees incurred within 10 days of the event must be paid in cash or certified funds. |

| Damage Deposit Lessee shall pay a \$300.00 refundable damage deposit. The damage deposit will be refunded after the facility is inspected by the Daphne Civic Center personnel and no & is found. Any additional damage charges over \$300.00 will be charged to the lessee. | | | | | |
|--|----------|--------|--|--|--|
| Business License/Special Events License If you are leasing the Daphne Civic Center for profit ventures it IS necessary to purchase a City of Daphne business license or special event license. Please contact the Revenue Department for additional information at (251) 621-6613. Please list all service vendors/providers such as caterers, DJ's, florists, bands, etc. for they will need to have current City of Daphne Business license (contact the Revenue Department) and they will have to sign a subcontractors building usage policy agreement before they can provide a service in the Daphne Civic Center. Should for any reason this policy not be followed, the Daphne Civic Center has the right to cancel said event as this would be in violation of City of Daphne Law. | | | | | |
| 1. Name: | Service: | Phone: | | | |
| 2. Name: | Service: | Phone: | | | |
| 3. Name: | Service: | Phone: | | | |
| Insurance The City of Daphne requires renters of the Daphne Civic Center to provide additional insurance if their event requires security and if alcohol is being consumed. For security, lessee must provide off-duty security in compliance with Alabama State Code (1975) 6-5-338. You have received a copy of Alabama State Code (1975) 6-5-338 Lessee must purchase liability insurance in the minimum amount of \$100,000 per each off-duty security officer. Said insurance must indemnify for acts of the off-duty security officer taken within the line and scope of the private employment. All acts undertaken, or failed to take by each off-duty security officer are deemed to be within the line and scope of his private employment and not of the City of Daphne. | | | | | |

Should lessee provide alcohol at its event, a host liquor liability policy is required in the minimum amount of \$1,000,000. The lessee will indemnify and hold harmless the City of Daphne and its agents, officers, and employees for any incident deemed to be alcohol-related.

The following are options of distribution of alcohol:

- 1. Alcohol and/or misers may be brought by attendees and checked at the door; then a bartender must be hired by event, at its expense, to distribute alcohol for the duration of the event.
- 2. An event may contract with a licensed caterer for said event to set up cash bar or distribute alcohol. A licensed caterer is hereby defined as one that has purchased a City of Daphne business license and that has obtained all applicable state and local alcohol licensing. Any caterer setting up a cash bar must obtain the appropriate permits to do so through the state and at the local level to include approval by council.

Proof of liquor liability policy, City of Daphne business license, all applicable state and local alcohol licensing must be presented to the City no later than (14) days before event.

| Security/Fire Protection |
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| You are required to contact the City of Daphne Police Department - Reggie Ardis, 251-621-9100 - and |
| the City of Daphne Fire Department - Chip Martin at 621-2815 - no later than ten (10) days prior to event |
| requesting security/fire protection requirements. If the Lessee fails to provide the required security or fire |
| protection if required, a fine of \$300.00 shall be imposed and your event shall be terminated with no |
| refund. **Please note that should your event warrant security you need to refer to the insurance |
| information denoted above. |
| |
| Flammable Fuel |
| Please notify Daphne Civic Center management if you will use any form of smoke, fog, or flammables |
| for your production. Also see Ordinance No. 2014-57. |
| |
| Decorations |
| Lessee, Lessee's agent, employees, guests, or anyone entering the building that are under the supervision |
| of the Lessee may not move or remove any City owned decorations in the facility or on the property. All |
| decorations must be free standing. No nails, tacks, brackets, glue or self-adhesive tape or any other |
| similar items will be allowed on or in the walls, ceilings, floors, or any material that will deface, mar, or |
| damage a finish. No shaving cream, toilet paper, silly string, rice, birdseed, sparklers, glitter, confetti |
| (including decorative jewels) or like will be thrown or used for decoration inside or outside of the facility. |

DAMAGES WILL BE APPLIED AND WILL BE THE RESPONSIBILITY OF THE LEESSEE.

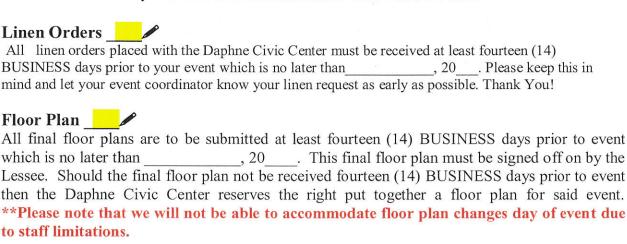
Combustible decorative materials shall not be used in the facility unless materials are flame resistant or have been treated with a fire retardant coating. Ask for a complete list of examples of materials if this may apply to your decorations. You are advised to contact the Daphne Fire Marshal for approval of combustible decorations at least fourteen (14) days prior to your event. Combustible decorations not approved will not be allowed in the facility.

All candles must be self-contained. ANY SUCH USE OF ANY ITEMS MENTIONED ABOVE OR IF

ITEMS ARE FOUND ON THE FLOOR. AN EXTRA CHARGE FOR CLEANING AND/OR

Additional Cleanup Fee _____

Additional cleanup fee of \$200.00 will be charged if cleanup becomes necessary between the initial set up and the event. Any event having 500+ attendees MAY require an additional cleanup fee of \$300.00. This will be on a case by case basis at the discretion of the Civic Center Director.



| Smoking | |
|-----------|--|
| Smoking _ | |

There will be no smoking, including but not limited to e-cigarettes, in the Daphne Civic Center. A **fine of** \$300.00 shall be imposed per occurrence by the City of Daphne. (See City Ordinance for additional information.) There is **no smoking within 20feet** of the Daphne Civic Center building (per the fire Marshall).

Children /

If children are present, they must be supervised at all times for safety/security reasons and should remain with a parent or guardian. Any damaged or broken items caused from lack of supervision will be the renter's responsibility.

Parking ____

All areas in front of the facility striped in the following way should not be violated. Tickets will be written for violations.

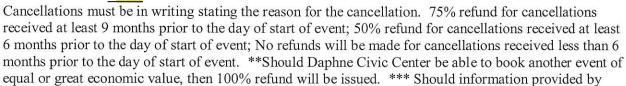
Yellow Area - Loading and unloading

reservation fees that have not been obligated by Lessor.

Red Area - Fire lane

Blue Area - Handicapped

Cancellations ______



Lessee on said lease agreement be false, Daphne Civic Center reserves the right to cancel said event.

The performance of this Agreement shall terminate without liability upon the occurrence of any circumstance beyond the control of Lessor – such as emergency use of the facility as a distribution or dispensing center, acts of God, fire, storm, pestilence, war, terrorism, disaster, Federal regulations, strikes, civil disorder, criminal acts, curtailment of transportation facilities or any other casualty or unforeseen occurrence – to the extent that such circumstances make it illegal or impossible to provide or use the facilities. Notice may be provided by lessor at the earliest practicable time however is not required to absolve Lessor of liability under this paragraph. Lessee shall pay rental for said premises only up to the time of such termination, at the rate specified on the Lease Agreement and the said Lessee waives any claim for damages or compensation should the lease be so terminated. Should termination due to

Lessor reserves the right to refuse to lease to any person, group or organizational known to willfully violate any provisions Ordinance 2011-08 and/or lease agreement. ** A complete copy of Ordinance 2014-57 is available upon request.

unforeseen events as described above occur prior to any actual use of facility, Lessee shall be refunded all

***I have received a copy of the Alabama State Code (1975) 6-5-338, rental items list and my lease agreement and I agree to comply with all of the City of Daphne/Daphne Civic Center rules and regulations.

| Signature (Lessee) | Date | |
|---|------|------------|
| Signature (Daphne Civic Center Representative aka Lessor) | Date | of leading |

City of Daphne Daphne Civic Center Lease Agreement (Approved Form - Do Not Alter or Modify)

This Agreement made and entered into by and between the City of Daphne, a municipal corporation of the State of Alabama, hereinafter called the Lessor, and the below listed applicant, hereinafter called the Lessee. All rules and regulations listed in the city ordinance apply.

| Applicant Name: Charles F. Gruber Applicant Address: 312 Court house Square, Suitell Bay Minette Alabama 36507 Applicant Telephone Number: (851) 580 2872 Applicant E-mail address: Panderson & baldum Countyal. gov Date of Event: November: 7, 2019 Type of Event: Alabama 200 Bioentennial Exhibition |
|--|
| Applicant Address: 312 Court house Square, Suite 11 Bay Minette Alabama 36507 City State Zip Applicant Telephone Number: (251) 580 2572 Applicant E-mail address: Panderson & baldwn Countyal. gov Date of Event: November 7, 2019 |
| Bay Minette Alabama 36507 City State Alabama 36507 Applicant Telephone Number: (251) 580 2572 Applicant E-mail address: Panderson & baldwn Countyal. gov Date of Event: November 7, 2019 |
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| Applicant E-mail address: <u>Panderson</u> DaldwnCountyal.gov Date of Event: Novembry 7, 2019 |
| Date of Event: Novembri 7, 2019 |
| • |
| Type of Event: Alabama 200 Bioentennial Exhibition |
| |
| Open Invitation Private Event Selling Tickets |
| Number of Attendees: Adult Under 21 |
| Alcohol: Yes No _X Type: |
| Music: Yes X No Type: SOC4 Music (Overhead) |
| Fime: From 5700 ρ·m. To 8.30 ρ·m. |
| |
| Space Usage: Entire Facility Exhibit Hall/Stage Willow Room Kitchen |
| Jasmine Conference Room & Other Wysteria Roception Area |
| North & South Gallery locations Exhibit Hall Foyer |

| Names and Telephone Numbers of individuals that ye | ou authorize to represent you as agent. |
|---|--|
| Name: Felisha Anderson | Telephone: (251) 580 2572 |
| Name: | Telephone: |
| Name: | Telephone: |
| WITNESSETH, that for and in consideration of the expressed and of the faithful performance by the Lethe Lessor does hereby demise and lease to the Less as Lessee the described premises of the Daphne Cidates and times and amended dates and times. It is agreed that the Lessor and the Lessee by executhat they will faithfully perform and abide by each this agreement each of which shall be a condition so | see and the Lessee does hereby rent and take vic Center, Daphne, Alabama for the above ation of this agreement covenants and agrees and every term, condition, and limitation of |
| contract. Said terms and conditions and limitations Ordinance 2014-57. ** A complete copy of Ordinance | shall be as above and as lollows as stated in |
| Lessee | |
| | |
| Name (Signature) and Date | |
| Print Name | |
| Address | |
| Address | |
| Telephone | |
| CITY OF DAPHNE, ALABAMA DAPHNE CIVIC CENTER | |
| Rv. | Date: |
| By: | |
| **Make check payable t | City of Daphne |
| ** Check's must have Drivers' Licens | e number/State/Current address |
| and (2) Phone | numbers. |

Revised as of 11/24/2015