



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 ☐

All persons signing lease agreements must be 21 years of age and the lessee must be in attendance at the event.

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 Time ☐

Access 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

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

*****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.*****

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.

Linen Orders

All linen orders placed with the Daphne Civic Center must be received at least fourteen (14) BUSINESS days prior to your event which is no later than _____, 20____. Please keep this in mind and let your event coordinator know your linen request as early as possible. Thank You!

Floor Plan

All final floor plans are to be submitted at least fourteen (14) BUSINESS days prior to event which is no later than _____, 20____. This final floor plan must be signed off on by the Lessee. Should the final floor plan not be received fourteen (14) BUSINESS days prior to event then the Daphne Civic Center reserves the right put together a floor plan for said event.

****Please note that we will not be able to accommodate floor plan changes day of event due to staff limitations.**

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

Red Area - Fire lane

Blue Area - Handicapped

Cancellations

Cancellations must be in writing stating the reason for the cancellation. 75% refund for cancellations received at least 9 months prior to the day of start of event; 50% refund for cancellations received at least 6 months prior to the day of start of event; No refunds will be made for cancellations received less than 6 months prior to the day of start of event. ****Should Daphne Civic Center be able to book another event of equal or great economic value, then 100% refund will be issued.** ***** Should information provided by 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 unforeseen events as described above occur prior to any actual use of facility, Lessee shall be refunded all reservation fees that have not been obligated by Lessor.

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.**

*****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

**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.

Date of Application: 6/25/2019

Applicant Name: Charles F. Gruber

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: randerson@baldwincountyal.gov

Date of Event: November 7, 2019

Type of Event: Alabama 200 Bicentennial Exhibition

Open Invitation ☒ Private Event ☐ Selling Tickets ☐

Number of Attendees: Adult ☒ Under 21 ☐

Alcohol: Yes ☐ No ☒ Type: ☐

Music: Yes ☒ No ☐ Type: Soft music (overhead)

Time: From 5:00 p.m. To 8:30 p.m.

Space Usage: ☐ Entire Facility ☒ Exhibit Hall/Stage ☒ Willow Room ☐ Kitchen

☐ Jasmine Conference Room ☒ Other Wysteria Reception Area
North & South Gallery location
Exhibit Hall foyer

Names and Telephone Numbers of individuals that you 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 respective covenants and agreements herein expressed and of the faithful performance by the Lessee of all such covenants and agreements, the Lessor does hereby demise and lease to the Lessee and the Lessee does hereby rent and take as Lessee the described premises of the Daphne Civic Center, Daphne, Alabama for the above dates and times and amended dates and times.

It is agreed that the Lessor and the Lessee by execution of this agreement covenants and agrees that they will faithfully perform and abide by each and every term, condition, and limitation of this agreement each of which shall be a condition subsequent to the continuance in effect of this contract. Said terms and conditions and limitations shall be as above and as follows as stated in Ordinance 2014-57. *** A complete copy of Ordinance 2014-57 is available upon request.*

Lessee

Name (Signature) and Date

Print Name

Address

Telephone

CITY OF DAPHNE, ALABAMA
DAPHNE CIVIC CENTER

By: _____ Date: _____
Daphne Civic Center Representative

**** Make check payable to: City of Daphne**
**** Check's must have Drivers' License number/ State/Current address**
and (2) Phone numbers.