

USE OF FACILITY AGREEMENT

This USE OF FACILITY AGREEMENT (The "Agreement") is made and entered into this day ____ day of _____, 20____, by _____ (hereinafter referred to as "USER"). In consideration of this Agreement, the CITY OF MOODY, ALABAMA (the "CITY") hereby allows the user of the facility described below upon the following terms and conditions, to-wit:

DESCRIPTION OF THE FACILITY: The City authorizes the User to use the following facility described more particularly as follows:

DATE AND TIME OF USE: The User shall be allowed to use the above described facility on the following date(s) and during the following time(s).

FEES: All fees are due at the time of reservation.

- The rental rate for the Whites Chapel facility will be \$200.00 from 9:00 a.m. – 8:30 p.m.
- The User agrees that the facility may not extend past 9:00 p.m.
- A \$100.00 refundable deposit is required at the time the room is reserved. This deposit will be refunded in 7 to 10 business days following the rental date.

PURPOSE: The User represents that the facility will be used for the purpose of _____, and for no other purpose without the written consent of the City indorsed on this agreement.

CONDITION OF THE FACILITY: The User shall deliver the facility and all equipment contained on and in the facility in the same condition as it existed prior to the use by the User. The User shall leave the facility clean and free of any debris or trash.

The City of Moody will provide tables and chairs. The City shall not be responsible for organization of tables, chairs and other decorations.

ALCOHOL: The User understands and acknowledges that alcoholic beverages and illegal substances of any kind are NOT allowed at the facility. The User represents that he/she will not bring alcoholic beverages or illegal substances to the facility and that he/she will not allow agents, employees, patrons, guest, or any person admitted to the facility by the User to bring to the facility any alcoholic beverages or illegal substance.

MINORS: The User hereby represents that he/she is over 21 years of age and the User must be physically present at the facility during its use. Minors may NOT be left unsupervised or unaccompanied.

RULES AND REGULATIONS: The User shall abide by and conform to all rules and regulations adopted or prescribed by the City for the operation and management of the facility.

For the deposit to be fully refunded the following must be accomplished:

- All trash placed in garbage bags provided.
- All items removed from tables etc.
- Sweep and mop floors with water & vinegar only
- DO NOT drag tables or chairs across the floor
- Ceiling, walls, furnishing and floor undamaged.

To this end:

- Nothing hung in any manner from ceiling
- Nothing placed on walls with tape, nails, tacks or any other manner.
- NO CANDLES! (One candled Birthday cake allowed)
- No tape, glue, etc. used on tables

- NO SMOKING
- Supervisor children at all times
- No climbing on railings

INDEMNIFICATION: The User covenants and agrees to indemnify and hold the City harmless from and against any and all claims or liabilities for compensation or damages, of any kind or description, and any other public liability or property damage that may arise or accrue by reason of the use by the User of the facility. The City may not be responsible for any damage or injury that may happen to the User's agents, employees, guests, invitees or property from any cause prior, during, or subsequent to the period covered by this agreement. The User expressly releases the City from and agrees to indemnify the City against any and all claims for such loss, damage or injury.

COMPLIANCE WITH LAW: The User shall comply with all applicable laws, ordinances and all rules and regulations and will not do or allow to be done anything at the facility during the term of this agreement in violation of any such laws, ordinances, rules, or regulations.

DAMAGE TO FACILITY:

- A. If the facility, or any part thereof, or any equipment located in or on the facility shall be damaged by the act, default, or negligence of User, or User's agent, employees, patrons, guest, or any person admitted to the facility by the User, the User will pay to the City upon demand such sum as shall be necessary to restore the facility or equipment contained in or on the facility to it's undamaged condition including but not limited to the replacement or repair cost.
- B. The User assumes full responsibility for the character, acts, and conduct of all persons admitted to the facility by the consent of the user or by any person acting on behalf of the User.

LOSS OF EQUIPMENT: All equipment entrusted to the care of the User or on the facility during the terms of this agreement which shall become lost, or stolen, or disappear shall be the sole responsibility of the User. The User shall be responsible to pay full replacement costs to the City.

FIRE HAZARDS: The User shall not do or permit to be done anything or on any part of the facility, or bring or keep anything in the facility, which will in any way increase conditions of any insurance policy upon the facility or any part of the facility, or in any way increase the rate of fire or public liability insurance upon the facility or property or equipment kept in the facility, or in any way conflict with the regulations of the City or in way obstruct or interfere with the rights of other users of the facility or injure or annoy them.

IN WITNESS THEREOF, the undersigned has/have caused this Agreement to be executed effective as of the date and year first above written.

Signature of Renter

Date

Print Name

Phone

Address

Drivers License