

Ingalls Pavilion Meeting & Event Center Reservation & Agreement / Public Rental Application

Function

Date(s)

Days of the Week

Mon Tues Wed Thurs Fri Sat Sun

APPLYING

Individual

Organization

Company

Function & Intended Use

CONTACT PERSON

Position

Telephone

Additional Telephone

Email

Mailing Address

City / State / Zip Code

ALTERNATE CONTACT

Position

Telephone

Additional Telephone

Email

Mailing Address

City / State / Zip Code

RATE SECTION

- Hours must be in the same calendar day
- You may go to 2:00 am the following day but this must include your breakdown time
- Music must be turned off by 12:00 am
- The pavilion is not rented by the hour


Full day times number of full days. Full day rate is \$2,000 per day. Maximum of 15 hours (includes set up, event and break down). Non-profit rate is one-half.

Half day. Half day rate is \$1,200 per day. Maximum of 6 hours (includes set up, event and break down). Non-profit rate is one-half.

Additional Hours. \$200 per hour (additional hours may be added to your half day or full day rental but may not go past 2:00 am).

\$200 Janitorial Fee. Mandatory fee of \$200. This fee prepares the pavilion for the next event, as following the previous event the pavilion was prepared for you. Your **End of Event Responsibilities** are:

- 1- Clear tables of food and trash.
- 2- Sweep floor of food and trash.
- 3- Clear kitchen of food and trash.
- 4- Place trash in receptacles.
- 5- Place receptacles outside.
- 6- Nothing to be left for later pick up unless arrangements made with pavilion office.

In the event extra janitorial services are deemed necessary by DPRD a \$25 per employee-hour fee will be applied to your credit card. **Your initials to agree to this are required as part of this contract:** 

Additional Fees. Do you need our staff to set up tables and chairs for you? ___yes ___no. If yes you must provide a diagram. Set up tables and chairs fee is \$200.

Audio/Visual. Flat rate of \$100. Will our audio/visual equipment need needed? ___yes ___no. Includes: podium/microphone, projector screens, DVD/BluRay player, lapel microphone, headset microphone


Additional Services. Upon mutual agreement with the Lessee, DPRD shall provide additional support services, personnel and utilities. The applicable rates for support services, personnel and utilities are those in effect at the time service is shown in this section, and the Leesee is responsible for those rates.

TOTAL

The deposit to hold a reservation is one-half the **TOTAL** rental fee, and is non-refundable. Final payment is due eight days prior to the beginning of your event.

END OF EVENT RESPONSIBILITIES

Clear tables of food and trash. Sweep floor of food and trash. Clear kitchen of food and trash. Place trash in receptacles. Place receptacles outside. Nothing to be left for later pick up unless arrangements made with pavilion office.

Your initials to agree to this are required as part of this contract: 

EVENT TIMES

- You will not be allowed to set up before the time that is on your contract.
- If you need additional hours be sure to rent them.

	Date of Month	Day of Week	Est Attend.	Begin Time	EVENT TIME	End Time
1 st Day						
2 nd Day						
3 rd Day						
4 th Day						
5 th Day						

- **DO YOU WISH TO SERVE ALCOHOL?** If yes, you will be required to hire security at the event.

yes no Please contact JW Steakhouse Pavilion Beverage Service at 256-303-2164 or 256-214-1046

- **WILL YOU BE SELLING TICKETS AT YOUR EVENT?**


yes no at the door in advance

- **WILL YOU BE USING OUTSIDE VENDORS?** (caterer, florist, band, DJ, etc)

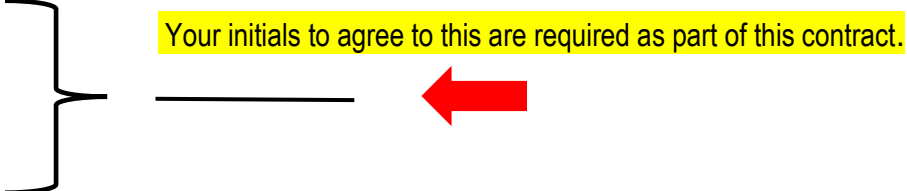
Comments:

- Upon mutual agreement with the Lessee, DPRD shall provide **ADDITIONAL SUPPORT SERVICES**, personnel and utilities. The applicable rates for support services, personnel and utilities are those in effect at the time service is shown in this section

Do you require any additional electrical connections or other additional support services? If so, explain:

- All items must be removed from the Pavilion at the conclusion of your rental time. Unless you make specific arrangements with the Pavilion office, anything left for pick up beyond your rental time will be charged \$200 per hour for storage. 

ADDITIONAL INFORMATION

1. Onsite we have the following:
 - a. 60 Round 72" tables (10 people per table)
 - b. 11- 8ft rectangular tables, and 3- 6ft rectangular tables
 - c. 600 Chairs
2. Tablecloths are not included
3. Meeting room (19 ft. X 12 ft.) with table and 10 chairs (prior approval required)
4. Ceiling Height
 - a. Lowest pt. 14 ft
 - b. Highest pt. 41 ft
5. The facility has a catering/prep-kitchen and refrigerator. It does not have an ice machine or stove
6. Restrooms (heated and cooled)
 - a. 1 Family restroom
 - b. 2 stalls for men & 1 urinal
 - c. 8 stalls for women
7. Wood burning fireplace (firewood provided)
 - a. 2 inside
 - b. 1 outside
8. 202 parking spaces; 7 ADA spaces
9. 15 over head doors (11 ft. x 14 ft.) that can be open to let fresh air in
 - a. The pavilion is not air-conditioned. Contains 3 large rotary fans for circulation
 - b. The facility is heated
10. **Tents**
 - a. **Are not allowed to be staked down in the parking lot**
 - b. Tents are allowed to be staked in the grass area
 - c. Location must be approved by Decatur Parks and Recreation Department
11. Upon exiting the building
 - a. Garbage must be placed in appropriate receptacles
 - b. All belongings must be taken with you. **Nothing left for later pick up beyond your rental time unless arrangements made with pavilion office**
12. **Items not permitted inside the building**
 - a. **duct tape**
 - b. **paint**
 - c. **glitter/confetti**
 - d. **rice throwing**
13. **Trucks and/or trailers are not allowed on grass areas and sidewalks** surrounding the building with the exception of the concrete apron on the east side of the pavilion by the roll up door
14. **Cooking is not allowed inside the pavilion or on concrete sidewalks or areas.** Please check with pavilion staff if you are considering cooking outside.

1. **LEASED PREMISES** This Lease is made in consideration of the rents and charges set forth in the Lease. "Lease" means this Lease Agreement and any schedules, attachments or exhibits attached hereto or referenced herein as the same may be amended, modified or supplemented from time-to-time.

The Lessee hereby leases from the Decatur, AL, Parks and Recreation Department, hereafter known as DPRD, the spaces, referred to as "Pavilion", located at 802A Wilson St. NW, Decatur, Alabama 35601, during the date(s) and time(s) listed on this form. DPRD, at its sole discretion, reserves the right to make amendments to this agreement by providing written notice up to sixty (60) days prior to the beginning of Lessee's Term as identified in the above form.

DPRD has the right to designate space within the Pavilion and Ingalls Harbor grounds, through mutual agreement with the Lessee, for the use of portable concession stands.

The Lessee has the right to use the Pavilion for the purpose described herein. The Lessee has the right of ingress and egress for itself, its employees, agents and guests to the Pavilion through public halls, corridors and grounds.

2. **TERM** The date(s) and time(s) during which the Pavilion may be occupied by the Lessee, its employees, agents and guests is referred to as the "Term." The Term of this Lease is from the Event Start Date through Event End Date listed on page 2.

3. **RENTAL, PAYMENT SCHEDULE, SECURITY DEPOSIT, SUPPORT CHARGES & FINAL BILLING**

All sums due and payable to DPRD under this Lease shall be paid in U.S. funds by check, money order, cashier's check, cash, MasterCard, Visa, Discover or as otherwise approved by the Director. "Director" means the Executive Director of the Decatur Parks and Recreation Department and/or designee.

A. **RENTAL AND PAYMENT SCHEDULE** The rent that the Lessee shall pay DPRD for the Pavilion and Term has been calculated in the Rate Section. Balance of lease amount, shall be paid in full one week prior to the event. Unpaid, undisputed balances are subject to a finance charge of one and one half percent (1&1/2%) per month. Lessee shall be held responsible for all expenses incurred to collect delinquent amounts including attorney's fees and costs.

B. **SUPPORT CHARGES** Upon mutual agreement with the Lessee, DPRD shall provide additional support services, personnel and utilities. The applicable rates for support services, personnel and utilities are those in effect at the time service is shown in the Rate Section of this agreement on page 2.

4. **SPECIAL CONDITIONS**

Special conditions to this Lease should be attached to this Agreement and initialed by representatives of both parties.

5. **HOLD HARMLESS**

By signing as the applicant as lessee, you are agreeing to hold harmless the City of Decatur, and its agents, servants, departments, officers, officials, employees, successors, and assigns from any liability resulting from the requested use and the activities performed in conjunction therewith. Lessee further agrees to hold the City and its agents, servants, departments, officials, employees, successors, and assigns harmless from any and all losses, whether direct, indirect, anticipated, or unforeseen, which may result from its and their use of the Center and/or its grounds which may be sustained by the Lessee with respect to any action, cause of action, damages, costs, loss of services, expenses, compensation, judgment, execution, claim or demand of whatever nature, including costs and attorney's fees, on account of or in any way arising out of Lessee's use of or presence on the subject property, whether or not contemplated at the present.

You agree, as an individual, or group representative on behalf of the organization that you or it/will hold the City of Decatur (City) harmless, indemnify, and defend the City and all of its officers, employees, servants and agents from any claim, demand, damage, liability, loss, cost or expense, for any damage whatsoever, including but not limited to death or injury to any person and or injury to any property, resulting from misconduct, negligent acts of you or the organization, or any of its officers, employees or agents in the performance of this agreement, except such damage as is caused by sole negligence of the City or any of its officers, employees, servants or agents.


6. **OPERATIONAL POLICIES** The Pavilion's Operational Policies (Policies) as attached or as may be amended are incorporated in this Lease and are fully binding. Such Policies in effect at the time of the event will prevail. Any breach of an operational policy by the Lessee, or any party operating under their control, shall be considered a breach of this Lease.

7. **EXCLUSIVE SERVICES** The Pavilion and its designated providers have sole and total control over, and rights to:
- A. Sale and service of food and beverages, including alcoholic beverages. The Lessee, its employees, agents or guests shall not sell or give away any of the items listed unless permission is granted by DPRD, or unless the items are a part of an exhibition where the exhibitor is the legal manufacturer and/or distributor.
 - B. Rigging services.
 - C. Electrical, gas, water or any other utility installations.
 - D. All wired and wireless telecommunication services (voice and data), equipment and transmission lines.
 - E. Lessee shall have the right to bring office equipment and supplies into the Pavilion for its use.
8. **UTILITIES** Rent includes lighting and heating in public concourse areas and meeting rooms during move-in, show and move-out. Heating in Pavilion is provided complimentary on leased show days for the following activities: show hours, rehearsals and in-hall registration. Heating in Pavilion during move-in and move-out, or requested beyond twelve (12) hours on leased show days, shall be provided through mutual agreement. All utilities will be under the sole control of DPRD including the Pavilion's wood burning fireplaces.
- Exhibits, displays, productions or performances that require utility service beyond the normal service to the Premises are provided at an additional rate as agreed to by DPRD and the Lessee.
9. **PERMITS AND TAXES**
- A. Lessee is responsible for obtaining permits or licenses required by law for Lessee's use of the Pavilion.
 - B. Lessee is responsible for the payment of all taxes, fees and charges required by any legal authority associated with its use of the Pavilion.
 - C. Lessee warrants that no music or artistic work or other property protected by copyright will be performed, produced, exhibited or used, nor will the name of any entity protected by trademark be reproduced, exhibited or used during Lessee's use of the Pavilion, unless Lessee has obtained expressed written permission and license from the copyright or trademark holder. Lessee covenants to comply strictly with all laws respecting copyright and trademarks and warrants that it will not infringe any related statutory, common law or other rights of any person during its use of the Pavilion. Lessee is responsible for remitting payment to appropriate agencies for use of copyrighted materials. Lessee will indemnify and hold the DPRD and its officers, agents and employees harmless from all liability, costs and claims, losses and/or damages (including court costs and attorney's fees) with respect to such copyright or trademark rights.
10. **EVENT REQUIREMENTS**
- A. All program and staffing requirements must be provided to DPRD no less than thirty (30) days prior to the beginning of the Event Date.
 - B. **EVENT SECURITY** The Lessee is responsible for event security services: securing the leased Premises and support areas from the first hour of move-in through the completion of move-out. A minimum level of event security as determined by DPRD is required unless otherwise agreed in writing by DPRD. The event security service provider must be selected from the eligible list or enter into an agreement with DPRD to operate within the facility.
11. **AMERICANS WITH DISABILITIES ACT** Concerning the Americans With Disabilities Act and all regulations thereunder, DPRD shall be responsible for the permanent Premises access accommodations, such as, but not limited to, wheelchair ramps, door width standards and rest room accessibility. The Lessee shall be responsible for non-permanent accessibility requirements, such as, but not limited to, auxiliary aids for the visually impaired, hearing impaired and mobility impaired, meeting room seating arrangements and exhibition accessibility.
12. **DISCRIMINATION** DPRD and Lessee shall not discriminate against any person because of sex, race, color, religion, ancestry, national origin, or disability. DPRD and Lessee shall not directly or indirectly display, circulate, publicize or mail any advertisement, notice or communication that states or implies that any facility or service shall be refused or restricted due to discrimination.
13. **CONDITION OF PREMISES** DPRD warrants that the Premises, including all access areas, common areas, rest rooms and other areas, shall be in good condition throughout the Term, normal wear and tear excepted.

14. **HAZARDOUS PROPERTY** DPRD prohibits the Lessee from bringing any exhibit, equipment, vehicle or material onto the Premises if the Pavilion or Lessee determines such to be dangerous to persons, property or any part of the Premises. DPRD shall not be responsible for termination or interruption of any program or event arising from information possessed or threat received by DPRD concerning an imminent danger to any part of the Premises or any of its occupants except pro-rata return of monies paid for rental and services for the period Lessee is denied access.
15. **DAMAGE TO PREMISES** Lessee is responsible for damage to the Pavilion caused by Lessee or its employees, agents or guests during the Term. Lessee is granted the right to inspect the Premises prior to the Term, and also no later than forty-eight (48) hours after the Term. DPRD shall inspect the Premises to determine if any damage was sustained as a result of Lessee's occupancy. DPRD shall: (1) notify the Lessee of the nature and extent of such damage; (2) offer reasonable proof that such damage was caused by or through Lessee's occupancy; and, (3) repair the damage at the Lessee's expense.
16. **CONTROL OF PAVILION AND PREMISES** DPRD manages the operations of the Pavilion. DPRD may use any part of the Premises at any time providing that such use does not interfere with the Lessee's use of the Pavilion. DPRD may remove any person during the Term who DPRD believes is disrupting or obstructing the proper operation and management of the Pavilion. DPRD shall, to the extent practicable, consult with the Lessee prior to removing anyone from the Pavilion. If such consultation is impractical, DPRD shall notify the Lessee after the removal is completed.
17. **PREMISES HOLDOVER AND PROPERTY STORAGE** Lessee is liable for any claim and/or damage, including but not limited to, rents or costs associated with infringement on the rights of other Lessees resulting from its failure to surrender the Premises at the end of the Term. Should the Lessee fail to surrender the Premises, (1) the Lessee shall pay to DPRD the customary rate for the space involved, and (2) DPRD shall remove all Lessee's effects from the Premises and treat the same as abandoned. All storage, if required, shall be at the cost, expense and risk of the Lessee.
18. **DEFAULT BY DPRD**
 - A. DPRD is in default of the Lease if it: (1) fails to provide the Premises on the date(s) and time(s) outlined in this form; (2) breaches any material provision of this Lease; or (3) ceases doing business.
 - B. Should DPRD default, Lessee may: (1) receive the unearned rent paid to the Pavilion under this Lease; (2) give notice of termination within twenty-four (24) hours for DPRD to respond to any alleged default; (3) seek other remedies available at law or equity. Any such notice of termination shall not excuse any breach of this Lease.
19. **UNAVAILABILITY OF PREMISES (FORCE MAJEURE)** In the event that (A) the Premises are not available for occupancy during the Term due to fire, casualty or tornadoes, or (B) all practical use of the Pavilion by Lessee is prevented by Acts of God, national emergency, riots, or by governmental directive to the Pavilion, then the DPRD or Lessee may cancel this Lease upon notice to the other. In such event, neither party shall have any claim against the other by reason of cancellation. In the event of interruptions due to such unavailability, Lessee shall be liable only for earned rents and incurred additional charges otherwise due under this Lease. Deposits received in excess of the amount due shall be returned to the Lessee.
20. **INTEGRATION, SEVERABILITY, APPLICABLE LAW** This Lease and its attachments constitute the entire agreement between the parties and supersede any previous understandings between the parties. Changes to this Lease must be made in writing initiated from the DPRD by Addendum and signed by both parties; provided, however, that for no-cost changes the DPRD may issue a unilateral Addendum based on Lessee's verbal or written requests. If any provision in the Lease is invalidated, all remaining provisions shall continue in full force and effect, unless terminated by either party. The laws of the State of Alabama govern this Lease and any litigation concerning this Lease shall be instituted only in the Circuit Court sitting in Morgan County, Alabama. Lessee hereby agrees to accept service of process by mail and waives any jurisdiction or venue defenses otherwise available.
21. **LIABILITY INSURANCE** Lessee shall also maintain in force and effect during the term of this lease and any extensions thereof, a general policy of liability insurance, naming lessor City of Decatur, Alabama and lessee as named insureds in an amount not less than one million dollars (\$1,000,000.00).
22. **NOTICES** Any notices must be sent by electronic mail or facsimile transmission with return acknowledgment by receiving party or by Certified Mail, return receipt requested, to the addresses shown below.

23. **CITY BUSINESS LICENSE** Lessee must ensure that each vendor it hires to provide services and goods for the function has a current City of Decatur business license. The lessee should contact the city revenue department at 256-341-4546 with any questions regarding the license status of any vendor.

Lessee Signature agreeing to the terms of this contract


 _____

Lessee _____ DPRD _____


Date _____ Date _____

PLEASE NOTE: If your group is interested in having alcohol you must purchase alcohol from Pavilion Beverage Service, LLC, at 256-227-0195. We are an **On Premise Only** facility. This means it is against **ABC law** to bring any alcohol into the Pavilion or take any alcohol out of the Pavilion. The patio is considered inside the Pavilion.


I understand that alcohol is not permitted on Ingalls Pavilion property during my rental time unless I have arranged with JW Steakhouse Pavilion Beverage Service. Consumption of alcohol on Ingalls Pavilion property, other than as provided through JW Steakhouse Pavilion Beverage Service is prohibited and is a **violation of Alcohol Beverage Control law**, and is justification for closing the Pavilion.

 _____ Lessee _____ Date _____	Decatur Parks & Recreation _____ Date _____
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Decatur Parks & Recreation reserves the right to close the pavilion if, at any time during your rental time, the rules and conditions of this contract are breached.

 _____ Lessee _____ Date _____	Decatur Parks & Recreation _____ Date _____
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Lessee is responsible for damage to the Pavilion caused by Lessee or its employees, agents or guests during the Term. Lessee is granted the right to inspect the Premises prior to the Term, and also no later than forty-eight (48) hours after the Term. DPRD shall inspect the Premises to determine if any damage was sustained as a result of Lessee's occupancy. DPRD shall: (1) notify the Lessee of the nature and extent of such damage; (2) offer reasonable proof that such damage was caused by or through Lessee's occupancy; and, (3) repair the damage at the Lessee's expense. Not permitted: duct tape, paint, glitter/confetti, rice throwing.

 _____ Lessee _____ Date _____	Decatur Parks & Recreation _____ Date _____
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Authorization for Use of Credit Card

Your Credit Card **Name** and **Number**: _____
VISA, MasterCard or Discover cards accepted

Exp. Date: _____ CV#: _____

Name as it appears on the Credit Card: _____

Your signature: _____

Address associated with this credit card: _____

I authorize the Decatur Parks & Recreation Department to use this credit card number above as payment for any charges incurred by the _____ on _____
Event Name

Event Date(s)

for deposits, remaining balances, janitorial fees, A/V equipment fees, set-up fees and incidentals at the Ingalls Harbor Pavilion Meeting and Event Center.

In order to prevent credit card fraud and to help protect your identity, we will also require a **copy of the credit card and your identification** (driver's license).

Authorizing Signature: _____

Date: _____



_____ Ingalls Pavilion

_____ date

**This is required for
your completed
contract**

Photo copy of card and identification on back

Rental Reminders

Please Read the Contract for Rules and Regulations

The following is for your convenience as taken from the contract:



- No duct tape, glitter, confetti, rice throwing, painting
 - No cooking inside the Pavilion or on sidewalks
 - No parking on sidewalks or grass areas with the exception of the concrete apron on the east side by the roll-up door
 - Tents are not allowed to be staked in the parking lot
 - Location of tents staked in grass areas must be approved by the Pavilion office
-

- The Fire Marshal orders that doors with **EXIT** signs require six feet clearance in front and on each side
 - No alcohol on Pavilion property unless as arranged through *Pavilion Beverage Service, LLC*
 - Check with Pavilion office before driving stakes into grassy area west of the Pavilion
 - Break down all boxes before placing in dumpster
 - Music off at midnight – City ordinance
 - Pavilion closes at 2 am
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End of Event Responsibilities

Clean hall tables and floor of all food and trash.

Clean kitchen countertops and floor of all food and trash.

Place food and trash in receptacles.

Place receptacles outside.



JW Steakhouse Pavilion Beverage Services

Jody Witt 256-303-2164

Doyle Sheats 256-214-1046

Basic Information

The renter is responsible for the cost of the ice, cups, bartenders and setup/breakdown fee.

Beer and wine bartenders.....	\$17.00	per hour
Full bartender.....	\$22.00	per hour
Cashier.....	\$17.00	per hour
On site Manager/Server.....	\$22.00	per hour
Setup/breakdown fee.....	\$50.00	per two bars

Example: an open or limit bar for a party of four hundred people serving beer and wine only would require two beer and wine bartenders, one manager/server, and one setup/breakdown fee. A cash bar would require one or two cashiers in addition to the above.

Alcohol Pricing

Domestic Beer.....	\$4.00	per beer
Import Beer.....	\$5.00	per beer
Wine.....	\$5.00	per glass
Mixed Drinks.....	\$6.00	regular, \$8.00 Top Shelf
Draft Beer.....	\$4.00	per 12oz serving based on size of keg. Client must purchase entire keg based on this price. Exception is Cash Bar.

Soft Drinks..... 1.00

Prices subject to change if client special orders liquor, wine or beer.

Bar Options

1. Cash Bar
2. Limit Bar: a set limit is determined by the client
3. Open Bar: client pays for all alcohol
4. Combination Bar

We will work with you and tailor your bar to fit your needs. Because the floors of the Pavilion are concrete, we serve drinks in cans or in plastic cups as a safety precaution.

The size and type of party will determine security. Security is provided by the Decatur Police Department. The cost is \$25.00 per hour per officer with a minimum of four hours. Our bartenders will be responsible vendors as required by the City of Decatur and the ABC.

We are an On Premise Only Facility

**This means that it is against ABC law to
bring any alcohol into the Pavilion or take any alcohol out of the Pavilion.
The patio is considered part of the Pavilion.**