Ingalls Harbor Pavilion
Reservation & Agreement
Public Rental Application
Ingalls Harbor, Decatur, AL

Function Date(s): _____

Day requested: Su_____ M____ Tu_____ W_____ Th_____ F_____ Sa_____ (Check all that apply)

Are you applying as an (list name)

- Individual_____
  -Weddings (make sure to list bride/grooms, first/ last name)

- Organization _____

- Company _____

Name of Function: _____

Contact Person: _____

Your position: (if applicable) _____

Telephone Number:_____ Is this telephone Number a: cell_____ work_____ home_____

Additional telephone number where you may be reached: _____

Email address: (please print) _____

Mailing address: _____

City: _____ State: _____ Zip: _____

Alternate Contact Persons' Name: _____

Telephone Number:_____ Is this telephone Number a: cell_____ work_____ home_____

Additional telephone number where they may be reached: _____

Email address: (please print) _____

Mailing address: _____

City: _____ State: _____ Zip: _____

Intended use for reservation of Pavilion: _____
(Include set-up and break-down information)
First Day
Beginning Time of Event: _____ Ending Time of Event: _____

Second Day
Beginning Time of Event: _____ Ending Time of Event: _____

Third Day
Beginning Time of Event: _____ Ending Time of Event: _____

Fourth Day
Beginning Time of Event: _____ Ending Time of Event: _____

Fifth Day
Beginning Time of Event: _____ Ending Time of Event: _____

Sixth Day
Beginning Time of Event: _____ Ending Time of Event: _____

Seventh Day
Beginning Time of Event: _____ Ending Time of Event: _____

Additional Days or Notes concerning start and end times:

_____

_____

_____

Estimated Attendance: (per day) _____ Guaranteed Number of Attendees due 3 days before function_____

Do you wish to serve alcohol at your event: Yes_____ No_____ If yes, please see attachment for Pavilion Beverage Service LLC and call 256-227-0195. If yes, you must hire security for your event.

Will you be selling tickets to your event: Yes_____ No_____ (at the door or in advance)

Will you be using outside vendors: (Caterers, florist, etc.) Yes_____ No_____

Comments: (Names of caterers, florist, DJ, band, etc.)

_____

RATE SECTION (**please circle half or full day**)
*Hours must be in the same calendar day.
* You may go until 2am the following day, but this must include your breakdown time.
*Music must be turned off by 1:00 am.

Half Day Rate: $1,200 (maximum of 6 hours; includes set-up and breakdown)
*In the month of December on Friday and Saturday nights we only do full day rentals.

Full Day Rate: $2,000 (maximum of 15 hours; includes set-up and breakdown)

Additional Hours: $200 per hour (Additional Hours can be added to your half or full day rental, but may not go past 2am)

Plus a janitorial fee of $200
In the event that extra janitorial services are deemed necessary by DPRD, a $25 per hour fee will be applied to your credit card.

Additional Fees:
Do you need our staff to set-up the table and chairs for you? Yes_____ No_____
If yes you will need to provide a diagram.
Set-up (tables and chairs): $200

Will audio/visual equipment be needed: Yes_____ No_____
Audio/Visual: $100 flat fee (please check what is needed)
Podium/Microphone_____ Projector/Screen_____ DVD/BlueRay Player_____

Other Fees/Notes:_____

_____

_____

Additional Information

1. Onsite we have the following:
    a. 59 Round 72" tables (10 people per table)
    b. 12- 8ft rectangular tables
    c. 3- 6ft rectangular tables (6 people per table)
    d. 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. It does not have a refrigerator, ice machine, or heating units.

6. Bathrooms (Heated and Cooled)
    a. 1 Family Bathroom
    b. 2 stalls for men & 1 urinal
    c. 8 stalls for the women
7. Wood burning Fireplace
    a. 2 inside
    b. 1 outside
8. 202 parking spaces; 7 ADA
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.

Fifty percent (50%) deposit is required at the time of booking. Deposit is non-refundable and can't be moved to a different date. A credit card number is required at the time of the booking.

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 Lesseés 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 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 attorneýs 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 3.

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, the following:
   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. The Lessee is responsible for obtaining permits or licenses required by law for Lesseés use of the Pavilion.

   B. The 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 Lesseés 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. **TIME FOR EXECUTION** This Lease is due in the DPRD office by _____.
The persons signing this Lease on behalf of the Pavilion and Lessee, respectively warrant that they are authorized to make this agreement on behalf of the Pavilion and Lessee, respectively, and have the authority to bind the Pavilion and Lessee to this Lease.

24. **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.

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 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.

Lessee: Decatur Parks & Recreation Representative:

_____ _____

(signature) (signature)

Date: _____ Date: _____

Decatur Parks & Recreation Department
Ingalls Pavilion
PO Box 2349/ 802A Wilson St.
Decatur, AL 35601
(256) 341-4835 Fax: (256) 350-2054

Please make checks payable to Decatur Parks & Recreation Department.