

COMMUNITY CENTER LEASE AGREEMENT

Terms and Conditions:

DEPOSITS - A non-refundable rental deposit and a refundable damage deposit are due upon the signing of this agreement. The amount of said deposits is set forth on the first page of this agreement and shall be credited to the fee payable hereunder. The remaining balance is due no less than 30 days prior to the rental date. Payment made by check should be made payable to the Town of Summerdale. No rental shall be allowed to begin without confirmation of all funds which means all checks must have cleared.

PAYMENT - In the event that any money owed under this agreement is not received when due, this agreement is declared null and void, at the option of the Town of Summerdale, and the Town of Summerdale shall have no further obligations under this agreement. The Town of Summerdale may retain any deposit paid as liquidated damages. Returned checks are subject to a fee of \$25.00 plus all bank charges.

CERTIFICATE OF INSURANCE REQUIREMENT - Lessee shall, at its own expense, obtain and maintain during the term of this agreement Comprehensive General Liability Insurance (including, without limitation, coverage to protect against any and all injury to persons or property, including without limitation in connection with the installation and operation of equipment and instruments by Lessee, its employees, contractor and agents) at a limit of \$1,000,000 written by an insurance carrier acceptable to the Town of Summerdale. Lessee will provide a certificate of this insurance with the Town of Summerdale named as the certificate holder and named as additional insured, and mailed to Post Office Box 148, Summerdale, Alabama 36580. Copies must be received at least ten (10) days prior to the rental date. If proof of insurance is not received, the Town of Summerdale shall have the right to terminate this agreement and retain any advanced deposit.

CONDUCT SAFETY - The lessee is responsible for the conduct of its representatives and members while in the Municipal Center which includes, but is not limited to, the responsibility for the care of the facility and concern for the patrons. Safety regulations shall be in accordance with local, state, and federal regulations and shall be enforced by the Town of Summerdale Police Department.

ACCESS - The Town of Summerdale staff shall have complete and total access at all times and in all areas of the facility during the term of this agreement.

RESPONSIBILITY FOR THE PROPERTY OF LESSEE - The Town of Summerdale assumes no responsibility whatsoever for any property brought on the premises by the Lessee, and the Town of Summerdale hereby expressly is relieved and discharged from any and all liability for any use of said property and any loss, damage or destruction of property that may be sustained by Lessee.

PERSONNEL - The Town of Summerdale will provide, at Lessee's expense personnel required to prepare and operate the facility for the event(s) at the cost outlined by the Town of Summerdale in its rental rates. Such personnel may include but is not limited to any ushers, ticket takers, ticket sellers, parking attendants, police, sound system operators, or stage hands. If Lessee requests personnel, arrangements for scheduling such personnel must be made at the time of this agreement and approved by the Town of Summerdale Clerk. The personnel fees will be outlined and included in the rental rate and are due as part of this agreement.

PROMOTIONAL MATERIALS - Any promotional materials used in the areas of the Municipal Center must be directly related to program held in the building and must be approved by the Town of Summerdale Clerk. Lessee may not publicly promote its event until the Town of Summerdale has receipt of a fully executed agreement.

INSTALLATION/DISPLAYS - The use of tape or other adhesives, nails, tacks, screws, or similar articles on walls, floors or plaster surfaces is not allowed. All decorations shall be installed without defacing the building and shall be subject to the supervision and approval of Municipal Center management. Any unauthorized advertising materials will be removed.

SCENERY - Arrangements for construction or painting scenery on premise, or setting up scenery or equipment must be made in advance with the Municipal Center management.

REFRESHMENTS - All food and refreshments must be dispensed and consumed only in the areas designated for this purpose. At no time shall food or refreshments be carried onto the platform bench area. All sales of food items are subject to approval by the Municipal Center management. Ten percent (10%) of gross sales shall be paid to the Town of Summerdale. The Collection of Sales Tax is the responsibility of the Lessee. The Summerdale Municipal Center shall at all times remain alcohol and tobacco free. Violation of prohibition may result in a fine of up to One Hundred percent (100%) of rental and denial of future rental privileges and may subject the event to immediate closure.

DAMAGES - Any damage to the Municipal Center and/or its equipment caused by Lessee, its agents, employees, authorized personnel, or contractors will be charged to the Lessee who will be responsible for the payment of the cost of any necessary repairs, or replacement, as determined by the Municipal Center management or designated Town of Summerdale staff. Payment for damages in excess of the damage deposit will be made upon demand. Keeping the facility clean and in good condition helps maintain lower rental costs.

SALE OF MATERIALS - There shall be no sale of materials or transactions involving contracts for sale of materials in the Municipal Center without prior approval of the Town of Summerdale Clerk. If approval is granted, twenty percent (20%) of such gross sales shall be paid to the Town of Summerdale. The Collection of Sales Tax is the responsibility of the Lessee.

VACATING PREMISES - Lessee shall vacate the premises by the time and date set forth in this agreement. Lessee shall leave the premises clean, clear of debris and trash and in good repair and chairs reset for meetings. If premises are not cleaned and cleared to the Town of Summerdale's satisfaction, the Town of Summerdale may: (a) clean and clear the premises and remove all debris, trash, personal property, and rental supplies and equipment; and (b) charge Lessee for the cost of cleaning and clearing the premises. The cost of such clean up will be required on demand.

It is understood and agreed that should the performance of any of the provisions of this agreement by the Town of Summerdale or Lessee be prevented by an act of God, the act or regulation of public or military authority, civil tumult, war, epidemic, fire, earthquake, riot or any other cause beyond their control, then The Town of Summerdale or Lessee shall be respectively relieved of their obligations under this agreement. If the Town of Summerdale or its designated staff, in their sole discretion, determines that this agreement was cancelled for one of the reasons listed above, Lessee's deposit shall be refunded in full. If Lessee should cancel this engagement for any reason not listed above, The Town of Summerdale shall retain the deposit paid by Lessee as liquidated damages.

The Town of Summerdale may cancel this agreement if Lessee misrepresents the purpose(s) for which the Municipal Center is to be used or the nature or the event or program. In such circumstances, the Town of Summerdale shall have no liability to Lessee, and Lessee shall pay on demand all damages incurred by the Town of Summerdale including cost and attorney's fees. The Town of Summerdale reserves the right to retain the deposit paid by Lessee as liquidated damages.

INDEMNIFICATION - Lessee agrees to conduct its activities at the Municipal Center so as not to endanger any person or property thereon. Lessee shall indemnify and save harmless the Town of Summerdale and its agents and employees against any and all claims, actions, demands, expenses, and judgments for loss, damage or injury to property or persons as a result of Lessee's or its patron's acts upon or use of the Municipal Center.

COMPLIANCE WITH THE LAW - Lessee shall abide by and comply with all applicable laws, rules, ordinances, and regulations of the United State of America, the State of Alabama, the County of Baldwin, and the Town of Summerdale, and any board, agency or bureau thereof. Parties agree that there shall be no segregation or discrimination practiced in the Municipal Center because of race, color, sex or creed against any guest or against any patron as to admission or to seating in the auditorium or place of activity.

MUNICIPAL CENTER RULES - The Lessee shall be aware of the written Municipal Center rules and agrees to conduct usage of the Municipal Center in accordance with those rules.

Violation of any of the terms and conditions of the rental agreement may result in the loss of privilege to rent the facilities in the future.

This agreement constitutes the entire understanding between the parties and shall not be altered, modified, or changed in any way without the express written consent of the Town of Summerdale. It is further understood that this agreement cannot be assigned or transferred. This agreement shall be governed in accordance with the laws of the State of Alabama.

AGREED AND ACCEPTED BY:

For the Lessee:

For the Town of Summerdale

Signature: _____

Signature: _____

By: (print name) _____

By: (print name) _____

Title: _____

Title: _____

Date: _____

Date: _____