

TILLMAN'S CORNER COMMUNITY CENTER

5055 CAROL PLANTATION ROAD
MOBILE, ALABAMA 36619
251-666-2488 [FAX] 251-666-2813

COMMUNITY CENTER RENTAL APPLICATION & AGREEMENT

DATE OF APPLICATION _____

**REQUESTING ORGANIZATION / PERSON
NAME** _____

ADDRESS _____

CITY _____ **STATE** _____ **ZIP CODE** _____

TELEPHONE NUMBER _____ **CELL** _____

**ORGANIZATION REPRESENTATIVE
NAME** _____

ADDRESS _____

TELEPHONE NUMBER _____ **CELL** _____

RENTAL RATES

AUDITORIUM:

First ten [10] hours.....**\$600.00**
Each additional hour.....**\$35.00**

ROOM D:

First six [6] hours.....**\$200.00**
Each additional hour.....**\$25.00**

ROOM A:

First six [6] hours.....**\$100.00**
Each additional hour.....**\$20.00**

ROOMS B & C:

First four [4] hours.....**\$35.00**
Each additional hour.....**\$10.00**

Date Requested _____ Room(s) Requested _____ Type of Function _____

Number of Hours Requested _____ Maximum Number to Attend _____

Rental and Reservation Fee: _____

Deposit Required: Auditorium- \$200.00, Rooms D & A- \$50.00, Rooms B & C- \$35.00

Payments _____

PAYMENTS

_____ A security deposit of \$200.00 / \$50.00 / \$35.00 must be tendered to the Center before reservations can be confirmed. **BALANCE IS DUE THREE WEEKS BEFORE THE DATE OF THE EVENT.** If payment is submitted AFTER THREE WEEKS prior to the event **ONLY CASH** will be accepted. A \$30.00 charge will be assessed to all returned checks.

DEPOSIT

_____ **\$200.00 / \$50.00 / \$35.00** will be tendered by the Requesting Organization or Individual [hereafter, the ORGANIZATION or INDIVIDUAL] to the Tillman's Corner Community Center [hereafter the CENTER] as a deposit for any expenses incurred by the Center for excessive or extra cleanup costs or damages resulting from the use of Center facilities by the Organization, its members or individuals. The deposit will be tendered at the time of reservation of the facility and the signing of this agreement. The deposit will be refunded after deduction of appropriate amounts for such damages or clean up costs, if any, the amount of which will be determined by the Center in its sole discretion. The Organization, its representatives or individuals acknowledge that neither the tender nor retention of said deposit constitutes liquidated damages nor a waiver of the Center's right to sue for damages which exceed the amount of the deposit. *****DEPOSIT WILL NOT BE REFUNDED IF CANCELLED AFTER 30 DAYS OF SIGNING THE AGREEMENT FORM, BUT THE INDIVIDUAL MAY CHANGE HIS OR HER EVENT DATE TO ANOTHER DATE ONE TIME WITHIN THE YEAR OF SIGNING THE AGREEMENT, IF AND ONLY IF THE INDIVIDUAL CANCELS 30 DAYS PRIOR TO THE INITIAL EVENT DATE. THE INDIVIDUAL MUST ALSO RETURN TO THE COMMUNITY CENTER AND SIGN A NEW AGREEMENT FORM PRESENTING THE NEW EVENT DATE.*****

DAMAGES TO PREMISES OR PERSONS

_____ The Organization agrees to assume liability jointly and severally with the Organization's Representative, for any and all damages to the Center's facilities, furniture or equipment cause by the Organization's members, their guest, or any third parties, whether caused intentionally, negligently or otherwise, which occurs during the rental period, or, is in any other way connected with, or a result of, the use of the Center's facilities or the function for which said facilities are rented by the Organization or Individual. The Organization or Individual further agrees to pay for all fees and costs, including attorney fees, including attorney fees, incurred by the Center in recovering or collecting for any such damages.

_____ The Organization Representative or Individual agrees to assume liability in his or her individual capacity, jointly and severally with the organization, for any and all damages to the Center's facilities, furniture, or equipment caused by the Organization's members, their guests, or and third parties, whether caused intentionally, negligently or otherwise, which occurs during the rental period, or, is in any other way connected with, or as a result of, the use of the Center's facilities by the Organization, its members, their guests or by Individuals, or the function for which said facilities are rented by the Organization or Individual. The Organization Representative or Individual, in his or her individual capacity, further agrees to pay for all fees

and costs, including attorney fees, incurred by the Center in recovering or collecting for any such damages.

LIABILITY AND INDEMNIFICATION

_____ The Organization or Individual further agrees to INDEMNIFY, DEFEND, and HOLD HARMLESS the Center, its owners, agent employees, representatives, heirs, assigns predecessors or successors in interest, from any and all claims, suits, obligation or causes of action, either legal or their guest, or Individuals, or the function for which said facilities are rented by the Organization or Individual, whether such claim, suit obligation or cause of action is brought by the Organization, its members , their guests or some other third party or Individual. The Organization or Individual further agrees to pay and all costs, including attorney fees, which the Center, its owners, agents, employees, representatives, heirs, assigns, predecessors or successors in interest, incurs from any and all such claims, suits, obligations or causes of actions, either legal or equitable.

_____ The Organization Representative, in his or her individual capacity, also agrees to INDEMNIFY, DEFEND, and HOLD HARMLESS the Center, its owners, agents, employees, representatives, heirs assigns, predecessors or successors in interest, from any and all claims, suits obligations or causes of action, either legal or equitable, arising from the use of the Center’s facilities by the Organization, it’s members or their guests, or the function for which said facilities are rented by the Organization or Individual, whether such claim, suit, obligation or cause of action is brought by the Organization, its members, their guests or some other third party or Individual. The organization or Individual further agrees to pay any and all costs, including attorney fees, which the Center, its owners, agents, employees, representatives, heirs, assigns, predecessors or successors in interest, incurs from any and all such claims, suits, obligations or causes of action, either legal or equitable.

SECURITY

_____ The Organization or Individual agrees to provide and pay security personnel during the main event, consisting of off-duty Police and/or Sheriff’s Deputies and/or State Troopers and/or State Constables, in the following numbers relative to the maximum number of guest expected to attend the function for which the Center’s facilities are rented and whether or not alcohol will be served. **THE SECURITY PERSON MUST HAVE FULL ARRESTING ABLILITIES AND BE IN UNIFORM.** (Security Guards do not qualify.)

- Up to 49 **WITH NO** alcohol.....No security person needed
- 50-99 **WITH NO** alcohol.....One security person needed
- 30-99 **WITH** alcohol.....One security person needed
- 100-199 **WITH OR WITHOUT** alcohol.....Two security persons needed
- 200 + **WITH OR WITHOUT** alcohol.....Three security persons needed

_____ If the Organization or Individual fails to provide proper security, the Center will hire security person or persons and the cost of said security will be deducted from the Rental Deposit refund. If the Rental Deposit is not sufficient to cover the cost of security the balance must be paid by the Organization or Individual before the event will be allowed to continue.

CHAPERONES AND MINORS

_____ In addition to the foregoing, at any function at which the renting Organization or Individual expects attendance by minors, defined as persons under the age of 18 years. The Organization or Individual shall provide at least one [1] adult chaperone for each 20 minors expected to attend. ANY BREACH OF THIS PROVISION SHALL BE GROUNDS FOR THE IMMEDIATE TERMINATION OF FUNCTION AND OF THE ORGANIZATION'S OR INDIVIDUAL'S RIGHT TO USE THE CENTER'S FACILITIES AND, FURTHER, SHALL RESULT IN FORFEITURE OF ALL MONIES OR DEPOSITS PAID BY THE ORGANIZATION OR INDIVIDUAL TO THE CENTER, AND EXERCISE OF SUCH OTHER LEGAL REMEDIES AS MAY BE APPROPRIATE.

CIGARETTES AND CONTROLLED SUBSTANCES

_____ The Organization or Individual agrees that smoking and/or use of any tobacco product, including, but not limited to, chewing tobacco, **SHALL NOT** be allowed inside the Center by Organization members, their guests, or third parties. The Individual agrees that alcoholic beverages **SHALL NOT** be served to minors or to those persons who appear intoxicated. The Individual also agrees that tobacco **SHALL NOT** be given, smoked, or chewed by minors inside or outside the Community Center. The Organization or Individual further agrees that no illegal substances of any kind shall be allowed on the Centers premises at any time. ANY BREACH OF THIS PROVISION SHALL BE GROUNDS FOR THE IMMEDIATE TERMINATION OF FUNCTION AND OF THE ORGANIZATION'S OR INDIVIDUAL'S RIGHT TO USE THE CENTER'S FACILITIES AND, FURTHER, SHALL RESULT IN FORFEITURE OF ALL MONIES OR DEPOSITS PAID BY THE ORGANIZATION OR INDIVIDUAL TO THE CENTER, AND EXERCISE OF SUCH OTHER LEGAL REMEDIES AS MAY BE APPROPRIATE.

SET UP PROCEDURE

_____ The Organization or Individual understands and agrees to pay rental fees during setup and clean up. You either have 6 hours or 10 hours for your rental time. You may have split time as long as it adds up to you allowed time.

Example: Auditorium- 2 hours setup, leave and comeback, 7 hour event time, and 1 hour clean up time. **ALL EVENTS NEED TO BE OVER BY 12 O'CLOCK AM, ALTHOUGH CLEANUP MAY CONTINUE AFTER 12 O'CLOCK AM.**

CLEANUP PROCEDURE

_____ The Organization or Individual is expected to leave the facilities as is upon arrival. This includes setting tables and chairs back in the same formation as they were when the rental party arrived. Sweeping and mopping floors, cleaning bathrooms, removing all decorations must be completed the day of the event also all removal of all food and drink from refrigerator, and putting all trash in the dumpster, and cleaning kitchen if used. If your caterer leaves a mess it is the renter's responsibility to clean it up. **PLEASE ABIDE BY THE CLEAN UP CHECKLIST. THE TILLMAN'S CORNER COMMUNITY CENTER IS A "LEAVE IT AS YOU FOUND IT FACILITY." IF CLEANED PROPERLY AND APPROVED BY THE MANAGEMENT, THE DEPOSIT WILL BE PROCESSED AND REFUNDED WITHIN 10-14 BUSINESS DAYS, THE INDIVIDUAL WILL BE CONTACTED BY PHONE WHEN DEPOSIT IS READY.**

GENERAL POLICY

_____ THE CENTER RESERVES THE RIGHT TO REFUSE SERVICE TO, OR REFUSE TO RENT ITS FACILITES TO, ANY INDIVIDUAL, GROUP, OR ORGANIZATION. The Center further reserves the right to cancel any reservation for reasons other than those enumerated above, at its discretion and without notice. The Center will refund any monies paid by the renter, with the exception of the reservation fee, within seventy two [72] of such cancellation. Each and every provision of the foregoing agreement is material to the whole and breach of same shall constitute breach of the whole.

REPRESENTATIVE'S STATEMENT

I HAVE READ AND UNDERSTOOD THE FOREGOING AGREEMENT AND AGREE, BOTH IN MY CAPACITY AS A REPRESENTATIVE OF _____ [Organization] AND IN MY INDIVIDUAL CAPACITY, TO BIND MYSELF AND THE ORGANIZATION TO ALL THE TERMS AND CONDITIONS SET FORTH HEREIN ABOVE.

ORGANIZATION NAME _____

SIGNATURE _____ **DATE** _____

COMMUNITY CENTER DIRECTOR _____

REGULATIONS FOR USE OF THE COMMUNITY CENTER

- 1. NO TAPE OR TACKS ON THE WALLS OR CEILINGS. NOTHING MAY BE ATTACHED TO THE WALLS IN ANY MANNER.**
- 2. VERY LIGHTWEIGHT DECORATIONS, BANNERS, ETC. MAY BE HUNG FROM THE CEILING.**
- 3. CHILDREN MUST BE SUPERVISED. NO RUNNING OR PLAYING IN HALLS. PLEASE DO NOT ALLOW CHILDREN TO PULL FIRE ALARM BOXES. PARENTS WILL BE CHARGED FOR THE FALSE ALARM CALLS OR ANY OTHER DAMAGE THEY MAY CAUSE.**
- 4. NO LOITERING OR LOUD MUSIC OR OTHER NOISE OUTSIDE.**
- 5. IF COMPLAINTS ARE RECEIVED YOU WILL BE ASKED TO EITHER LOWER THE NOISE LEVEL OR LEAVE. THE DECISION AS TO WHETHER OR NOT SOMETHING IS TOO LOUD IS AT THE SOLE DISCRETION OF MANAGEMENT.**
- 6. DO NOT BLOCK EMERGENCY FIRE EXITS.**
- 7. IF DAMAGE IS DONE TO BLACK PADDED FOLDING CHAIRS, THE COST WILL BE \$50.00 EACH TO REPLACE.**
- 8. ALL EXTRA TABLES AND CHAIRS ARE TO BE PUT BACK THE WAY YOU FOUND THEM IN THE STORAGE AREA.**
- 9. NO FOG OR SMOKE MACHINES ALLOWED IN THE BUILDING. THEY WILL SET OFF THE FIRE ALARM.**
- 10. NO COLORED RIBBON POPPERS OR COLORED CONFETTI. THE COLORS IN THESE DYE OUR FLOORS.**
- 11. FAILURE TO APPLY BY THESE RULES WILL RESULT IN SECURITY DEPOSIT BEING FORFEITED.**

SIGNATURE _____ **DATE** _____