



Town of Elberta Facilities Lease Agreement

Amended and Adopted: March 20th, 2018; 05/2019

(Lessee must be 19 years of age or older. Lessee must be 21 years of age for events where alcohol will be served)
All information must be entered by the responsible party and all fees/deposits paid to confirm the reservation to the Town of Elberta.

An attained copy of color- copy photo identification of the Lessee, is required when booking any entity of the Town of Elberta.

Applicants Name _____ Date: _____

Organization Name _____

Non-Profit Organization _____

** current documentation must be provided **

Telephone Number: _____ Secondary Number: _____

Email Address: _____

Applicant Physical Address: _____

Applicants Mailing Address _____

City _____ State _____ Zip code _____

EACH EVENT WILL REQUIRE A COMPLETELY NEW LEASE AGREEMENT and A RENEWAL FORM IF APPLICABLE

Specified Event Location: _____

Date of Event: _____ Type of Event: _____

Additional date(s) Prior to Event date: _____

Additional date(s) Following the Event date: _____

*You MUST reserve and make payment for the additional day(s) prior or following day(s) the Date you ENTER in Lease Agreement
The additional date(s) prior to or following each event are to be used ONLY for setting up/decorating or clean-up for the event.*

Time Start: _____ Time Ends: _____ (no later than 12:00 a.m.)

I am 19 years of age or older. I have read, understand, and agree to adhere to all requirements/restrictions with the Town of Elberta Lease Agreement and the Lease Rules & Guidelines for the Elberta Civic Center and other Town entity. Failure to comply may warrant immediate cancellation of the event and possible denial of future reservations as well as forfeiture of the Facility Security deposit.

I hereby fully release and discharge the Town of Elberta, its officers, agents, and employees from any and all claims from injury, including death, damage or loss, which may be alleged to have risen out of, or in connection with the above facility entity lease.

Applicants Signature: _____ Date: _____



RESERVATION AND HOLD HARMLESS AGREEMENT

The Town of Elberta, an Alabama municipal corporation (hereinafter the "Town"), and ("User"), on this the _____ day of _____, 20__ hereby agree as follows:

1. Facilities and Uses. User has hereby reserved, and User is hereby granted a limited, non-exclusive license to use the town Facilities or the Civic Center for the purpose(s) of _____ ("Permitted Use").
2. Period. The license and reservation made herein are only for the following date and times: Date: _____
Beginning time: _____
Ending time: _____
3. Indemnity; Hold Harmless; Release. The User agrees that the Town is to be free from any and all liability or potential liability, and the User hereby agrees and will forever release, defend, Indemnify and hold harmless the Town and its officers, employees, and agents from all liability, claims, losses, costs (including attorney's fees and court costs), damages and expenses of any kind and nature by reason of property damage, personal injury or death to person (s) from whatever cause which arises from, is related to, or otherwise would not have occurred but for the User's exercise of its rights under this License, including, but not limited to, injury, damages or death arising out of or related to the Permitted Use or any other use by User or injury, damages death arising out of or related to the condition, maintenance or dangers associated with the Licensed Facilities. User's obligations hereunder extend to cover injury, damages or death to User, User's invitees, agents, representatives, employees, participants, spectators, and to any other persons who are present on the licensed facilities. User's obligations hereunder continue to exist in full force and effect even in the event that the Town is alleged or deemed to be negligent or otherwise in breach of some duty.
4. The Lessee and the Lessee's invitees or participants of the event hereby grant permission to the town or its' agents to use any photos and videos generated by the event which are taken by or provided to the town for promotional purposes of the town's rental facilities.

Applicants Signature _____ Date _____



REGULATIONS & REQUIREMENTS

The Town Officials intend to make the Elberta Civic Center and other facilities available for the use of residents of the Town of Elberta, as well as other citizens.

- All arrangements must be made with the Event Coordinator or agent of the Town of Elberta for the use of the Civic Center, Picnic Pavilion, Town Gazebo(s) or any other Town of Elberta amenities.
- **NO** inventory items such as chairs, tables, kitchen utensils, coffee maker, etc. will be loaned or permitted to leave the premises under any circumstances.
- Any person(s) caught damaging or defacing any part of the Civic Center or any other Town of Elberta amenities either inside or outside, will be prosecuted to the fullest extent of the law.
- Religious groups may use the Civic Center for meetings, conventions, dinners, etc., but will not be permitted to use the facility as a permanent/extended period for sanctuary on a weekday or weekend.
- Event signage, if applicable, must be reviewed at the time of the application through an Event Sign Location Request form.

CIVIC CENTER - Deposit upon Booking

(without ½ of the Lease Total Deposit, you will not be able to reserve your event date)

- There is a deposit of ½ of the TOTAL Lease agreement to reserve your event date to include the Maintenance Fee, Facility Security Deposit, Elberta Police Security Fees, and Tablecloth Rental/Cleaning Fee where applicable
- Upon reservation of the event and payment of ½ of total fees, the remaining balance must be paid in full within **8** weeks of event date with an approved Certificate of Liability Insurance and business license where applicable. All events that have not paid in full and provided all supporting documentation as required will be charged an additional \$25.00 administration fee. If required Facility Lease Agreement documentation and total fees are not received promptly, the town reserves the right to cancel the event via a certified notice to the applicant.

Non-Refundable Maintenance Fee of \$75.00

Facility Security Deposit of \$350.00

(REFUNDABLE or NON-REFUNDABLE)

Any of the Town of Elberta facilities are subject to cancellation at the sole discretion of the Town of Elberta.

An authorized agent will inspect for damages and clean-up following the event during operational business hours.

Damage to the facility, failure to leave the facility clean or failure to pay all additional fees/charges will result in loss of some or all of your Facility Security deposit, pursuant by the Town of Elberta for the collection of damages sustained.

Following payments are accepted: Personal Check, Cash, Money Order, Cashier's Check, Credit or Debit Card (fees may apply). Returned checks from your banking institution will result in a Return Check Fee of \$45.00



Cancellation Policy for Civic Center

*To cancel your event date and request a refund you must submit request **IN WRITING** with ALL necessary information which will include contact information, date of the event, the reason for cancellation and initial form of payment that has been made. Refunds will be reviewed pursuant to the following:*

- The event is canceled within eight weeks or less of the event, all monies PAID will be FORFEITED
- The event is canceled eight weeks and one day or more of the event, the only ½ of total monies paid will be refunded in addition to a \$25.00 administration fee.

Decorations/Building Etiquette

- Nothing can be pinned or taped to the stage curtains.
- Nothing is to be dragged across the Civic Center floor
- **NO** tacks, nails, screws, brackets or self-adhesive tape or any material that will/can mark or damage a finished surface in any way, will be allowed **on** or **in** walls, ceilings, and floors.

All events are not permitted to run later than 12:00 am.

Exiting time includes clean-up time.

If Lessee has reserved the following day for cleanup, the lessee may return at 8:30 a.m. the following day to resume cleanup of the leased premises.

Business License/Special Events License

If you are leasing the Civic Center for a special event or business purposes, it is necessary for you to purchase a business license with the Town of Elberta. A copy of the Business License supporting documentation if applicable, must be received by the Event Manager 8 weeks in advance of the event date.

Contact Avenu Insights Business License Dept. (800) 556-7274

OR

Elberta Town Hall (251) 986-5995 for additional information.

Vendors/Catering

- ALL vendors/caterers used for your event must have a current business license with the Town of Elberta. The Civic Center contains a kitchen which is not included in the leased premises and therefore if utilized by Lessee or its' agents, The Town of Elberta hereby discloses that said kitchen is utilized in its' as is where is condition with no warranties as to suitability for the serving or preparing of any food or food product

It is the Lessee responsibility to verify that all required current licenses



Proof of Insurance

The Town of Elberta reserves the right to require the Lessee to provide a Certificate of Insurance with a minimum of \$1,000,000.00 coverage listing the Town of Elberta, as additional insured and reflecting the amount of insurance coverage noted above. The Lessee shall notify the town immediately of any policy cancellation or changes in coverage as reflected on the Certificate of Liability Insurance.

Compliance with Applicable Laws and Regulations

The Lessee shall comply and shall cause its vendor(s) guest(s) and invitee(s) to comply with all applicable laws, rules, regulations, codes, ordinances or other legal requirements while using the facilities and all rules adopted by the Town of Elberta for the use of its facilities and other public areas. The Lessee shall protect, defend, indemnify and hold harmless the Town, its officers, personnel, agents, employees, insurers, successors and assigns from and against any claims, damages, losses, costs, and expenses, including attorney's fee and legal costs, resulting from any failure by the Lessee, its vendor(s) guest(s) and invitee(s), to comply with the terms of this Section.

Alcohol Regulations

*If alcohol will be consumed at the event, it is **REQUIRED** to have 1 Elberta Police Officer for events up to 50 persons or (2) Elberta Police Officers for events with over 50 persons for security to be on the premises at all times. Note: if an event is stated to have 50 or less, and the 1 officer finds that there are more in attendance, a 2nd Officer will be called in at double the normal hourly fee which must be paid by the Lessee the next following business day or same will be withheld from the security deposit for payment (see Alcohol Security Form for additional information)*

- Liquor Liability Special Event Insurance is required and must be provided within 8 weeks of the event to the Event Manager
- Alcohol may be consumed so long as it is done so in accordance with Federal, State of Alabama and Town of Elberta regulations.
- NO alcohol shall be consumed by persons under 21 years of age. Lessee is responsible for ensuring that no consumption by underage individuals occurs and therefore is responsible for providing adult chaperones to monitor the event where persons under the age of 21 will be in attendance while alcohol is present.
- NO alcohol may be SOLD on the premises. Lessee shall not allow beer, wine or liquors of any kind to be sold, distributed or used upon said premises in violation of State of Alabama law or Town of Elberta's regulations. When LESSEE provides alcoholic beverages, free of any charge within the laws of the State of Alabama or Town of Elberta regulations, all alcoholic beverages shall be the State of Alabama taxed.

The Event Manager or Town Representative will arrange security for the event with the Elberta Police Department. The charge for security will be paid by Lessee a minimum of 8 weeks prior to the event. Security for events where alcohol is served is billed in 2-hour increments with a minimum charge of 4 hours per officer. For the Lessee to determine hours required (such as 4 hours; 6 hours; 8 hours; 10 hours or 12 hours at \$35.00 per hour, per officer) in attendance until the building is secured and vacated by Lessee at the end of the event.

Security is not required for pre-event decorating or post-event cleanup the following day. If security is required longer than Lessee pre-paid, Lessee agrees to come the next business day and pay the Event Manager or Town Clerk any additional fees due for security. No deposit will be refunded until all security charges have been paid in full.



Risk of Loss, Release Indemnity

LESSEE HEREBY AGREES THAT THE USE AND OCCUPATION OF THE FACILITIES ARE ENTIRELY AT LESSEE'S OWN RISK, AND THE TOWN OF ELBERTA SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE, INJURY, LOSS, DEATH OR THEFT OCCURRING ON, IN OR ABOUT THE FACILITIES. LESSEE HEREBY RELEASE THE TOWN OF ELBERTA, ITS OFFICERS, PERSONNEL, AGENTS, EMPLOYEES, INSURERS, SUCCESSORS AND ASSIGNS FROM ANY AND ALL CLAIMS, COSTS, EXPENSES AND LIABILITY OF EVERY KIND AND NATURE, WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF THE TOWN OF ELBERTA ITS OFFICERS, PERSONNEL, AGENTS, EMPLOYEES, INSURERS, SUCCESSORS AND ASSIGNS, IN CONNECTION WITH LESSEE'S USE OR OCCUPATION OF THE FACILITIES. LESSEE HEREBY AGREES TO PROTECT, DEFEND INDEMNIFY AND HOLD HARMLESS THE TOWN OF ELBERTA, ITS OFFICERS, PERSONNEL, AGENTS, EMPLOYEES, INSURERS, SUCCESSORS AND ASSIGNS FROM OR OUT OF ANY OCCURRENCE IN, UPON OR AT THE FACILITIES. THE LESSEE SPECIFICALLY ASSUMES ALL RISK OF LOSS INCURRED BY IT OR ITS VENDOR(S), GUEST(S), OR INVITEE(S) RESULTING FROM THE USE OR OCCUPANCY OF THE FACILITIES OR PROPERTY OF THE TOWN OF ELBERTA.

Governing Law

This agreement shall be interpreted and construed in accordance with the laws of the State of Alabama with regard to any conflict of law principles.

Binding Effect

This agreement shall be binding on each party's legal representatives, heirs, successors and permitted assigns.

Multiple Counterparts

This agreement may be executed in multiple counterparts, and such counterparts together shall constitute one agreement.

In the event of a Disaster, Emergency Signal or an imminence of a disaster of emergency

LESSOR shall have the right, as it may determine in the sole discretion, to suspend or terminate any performance in progress, to alter the lighting of the premises, to vacate the premises or to take such other action for such duration as LESSOR, in its discretion may deem necessary or appropriate.

No Warranty

Lessee accepts the facilities in an "AS IS, WHERE IS" condition, without warranty.

Entire Agreement

These Rules and Regulations, together with the Facilities Lease Agreement, the Reservation and Hold Harmless Agreement, the Specifics for Civic Center Lease, the Alcohol Security Form for Civic Center Facility, and the applicable Fee Schedule (collectively "Documents") FORM THE ENTIRE AGREEMENT BETWEEN THE APPLICANT AND THE TOWN. The Applicant agrees that any agent, employee, or representative of the Town has made no representation that is different from any portion of these documents. In any event, if a contrary representation was made to Applicant at any time by any person, the terms and conditions of these Documents supersede any and all such representations. The Applicant shall not, and may not, rely on any representation that is not contained in these Documents.

IT FURTHER MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO:

All terms and conditions of this Agreement and the attached Regulations/Requirements, Specifics for Civic Center Lessee, Alcohol Security Form, Reservation and Hold Harmless Agreement and Fee Schedule shall be binding upon the parties, their heirs and assigns and cannot be varied or waived by any oral representation or promise of any agent or other person of the parties hereto unless the same be in writing and mutually signed by the duly authorized agent(s) who executed this Lease Agreement.

Applicants Signature _____ Date _____



Specifics for Civic Center Lessee

- A. No equipment or material will be brought in the auditorium or stage area before the day and time of use as outlined in the Lease agreement.
- B. All equipment, material or decorations will be moved out of the Civic Center ending the event unless the day has been arranged as a follow-up to the date specified in the authorized agreement.
- C. No painting, drawing of any sort will be permitted in the Civic Center.
- D. The number of persons will not exceed the State Fire Code in any parts of the Civic Center.
(State Fire Code is posted in each area of the building)
- E. State Fire Code always requires all Fire and Exit lanes to be open for the safety of all citizens.
- F. Certified Service Animals only will be permitted inside facility.
- G. Children must always be supervised
- H. No food or drinks will be permitted within six feet of any audio or visual equipment.
- I. If utilized, all town property such as dishes, glasses, and silverware will be washed BEFORE use. (you may provide your own).
- J. BEFORE leaving the complex, all items listed above will be washed, cleaned and separated, i.e., all spoons together, all forks together) and stored in proper locations as found prior to use by you.
- K. Tables will be cleaned/wiped off.
- L. Stationary equipment, including coffee and tea urns, will be cleaned at the close of the event.
- M. If utilized, stove, oven, and grill will be cleaned. Sinks, counter space, and refrigerator need to be cleaned/wiped.
- N. Garbage bags, mops, mopping solution, toilet paper, paper towels, the cleaner will be furnished
- O. No town property including containers or dishes will be removed from the building at any time.
- P. All garbage will be removed from the building & placed in the dumpster at the close of activity.
- Q. All personal equipment will be removed at the close of activity.

Any equipment, personal items, catering/vendor or entertainment items remaining on town premises after the specified event date of this agreement may result in penalty fees or forfeiture to the Town of Elberta. The Town of Elberta reserves all rights to dispose of any items at its' discretion in breach of this approved Facilities Lease Agreement without further notice to applicant.

UPON EXECUTION OF THE CONTRACT AGREEMENT, USER AGREES TO ABIDE BY AND CONFORM WITH ALL REGULATIONS/REQUIREMENTS/SPECIFICS FOR THE CIVIC CENTER STATED ABOVE.

Applicants Signature: _____ Date _____



Elberta Alcohol Security Form for Civic Center Facility

When serving alcohol during the event, the applicant will need to contact an insurance company for a single-event policy before final payment of the reservation but no less than four weeks prior to the event. The insurance company must provide a Certificate of Insurance naming the Town as an additional insured under the single-event policy.

- The Elberta Police Department (E.P.D) requires that you have One (1) certified Elberta Police Officer for events with 50 or less persons or Two (2) certified Elberta Police Officer for events with more than 50 persons. The Elberta Police Department **MUST** be present at your upcoming event when alcohol will be consumed at the scheduled event
- Upon contact from the Event Coordinator, the Elberta Police secretary will coordinate with our "off duty" officers or a designated representative of Elberta Police Department, to ensure proper coverage for your reserved event.
- The cost will be \$35 per hour, per officer, with a four (4) hour minimum and additional hours accruing in minimums of 2-hour increments. Note: if a 2nd officer has to be called in because the event exceeds 50 persons, the hourly rate will be doubled and withheld from Facility Security Deposit if not paid

The Elberta Police Security Officer(s) or a designated representative of the Elberta Police Department has the authority to terminate the event if any of the following occur:

- Defacing our building/furniture in any way
- Unruly/Disorderly behavior by your guest(s)
- Fighting
- Excessive noise to include loud thumping music

(Lessee will be given one opportunity to reduce the volume of any audio output prior to the Police Security terminating the event). To ensure that your event is successful and for your safety and the safety of your guests, the additional following guidelines must be followed:

- NO Glass Containers will be allowed outside of the Elberta Civic Center or on adjoining properties
- NO open flames or flammable fluids allowed in the Civic Center
- Spills should be cleaned up IMMEDIATELY
- NO running in the building
- NO pinning or taping to the stage backdrop or walls of the civic center
- NO smoking
- NO Firearm or Weapons are permitted on or in the Elberta Civic Center
- NO alcohol shall be permitted to leave the premises, except for unopened containers of alcohol, which may only leave with the Lessee. Guests and attendees shall not be permitted to leave the premises with any alcohol whatsoever.
- NO alcohol consumption by individuals under the age of 21
- NO animals are allowed in the building except Certified Service Animal(s)

The building is to be cleaned and exited by 12:00 a.m. Failure to comply with any rules/regulations may result in penalty charges/fees at the discretion of the Town of Elberta. It is required that E.P.D complete a FINAL security sweep before applicant exits building.

E.P.D is required to be the LAST person(s) to exit the building.

IF YOUR EVENT IS SHUT DOWN, THERE WILL NOT BE ANY REFUNDS

These rules are in place to protect our building and the people who lease this facility.

Thank you for your cooperation and understanding.

By signing my name below, I certify that I have read the above information.

My signature also certifies my understanding of and agree to the above rules and regulations.

Lessee

Date

Authorized Agent



**Elberta Civic Center
Fee Schedule Civic Center**

(Amended: 12/16/14, 06/16/15, 05/16/17, 09/19/17; 05/2019; (Adopted 09/19/2017)

ALL APPLICABLE FEES ARE INCLUDED IN TOTAL LEASE AMOUNT

Maintenance Fee **\$ 75.00** *(due upon booking event: non-waivable and non-refundable)*

Facility Security Deposit **\$ 350.00** *(maybe waived for non-profit, schools, churches, youth, civic, professional organizations or charitable events if no alcohol present)*

Tablecloth Rental & Cleaning Fee **\$ 250.00** *(tablecloths are not permitted to exit the building)*

Resident Rate - \$300.00 (date of the event)

The resident rate applies to any event that is social or civic in nature, in which case, the individual resides within the corporate limits or police jurisdiction of Elberta, Alabama. The Lessee must be able to provide proof of residency to receive rate. Acceptable proof of residency includes but not limited to:

- copy of a current residing lease
- recent utility bill
- valid driver's license
- valid business license
- voter registration

Elberta Employee Rate: \$300.00 (date of the event)

Non- Resident Rate/Commercial Rate - \$400.00 (date of the event)

The Non-Resident rate applies to any event that is social or civic in nature, in which case, the individual or business resides outside the corporate limits or the Elberta Police Jurisdiction. The commercial rate shall apply to any event where the money is charged for attendance, and the Lessee is conducting business for profit or where any future business is solicited for profit by Lessee or its' affiliates. Subsequent Commercial Rentals within one calendar year are entitled to a 10% discounted rate.

Civic Rate - \$25.00 (date of the event)

Local Non-Profit Entities / School / Church / Youth Organizations, Civic or Professional Organizations or Charitable Events

Only entities noted above that are located within our corporate or police jurisdiction for non-profit/school/church, civic organizations, youth organizations or charitable events will be allowed to charge admission for fundraising purposes at the door the day of the event.

Additional dates available in conjunction with an active date of the event

Additional days MUST be paid and reserved upon booking date of the event

Note: Operational Office Hours: Monday – Thursdays 8:30 a.m. - 4:30 p.m. with a one-time maintenance fee

Additional day PRIOR to the event is permitted to be used for but is not limited to, decorating/setting up the event. Additional day FOLLOWING the event is permitted to be used for, but not limited to, additional cleaning/removing of decorations.

Additional date(s) PRIOR Event: \$75.00

Additional date(s) FOLLOWING Event: \$75.00

Applicant Signature: _____

Date: _____

Authorized Agent _____

Date: _____



Elberta Town Hall -Fee Schedule

Certificate of Liability Insurance Required for Rental

(Adopted 05/2019)

The Town Hall may be rented for business seminars or gatherings, social/civic/ church or non-profit type meetings or classes. Since this space is utilized as court and council chambers, rental does not include gatherings for celebrations such as birthday, anniversary, retirement, etc. due to the professional nature of the building. Our Civic Center is available for those type functions.

Resident Rate - \$50.00 *(date of the event for up to 6 hours)*

The resident rate applies when the Lessee resides within the corporate limits or police jurisdiction of Elberta, Alabama. The Lessee must be able to provide proof of residency to receive rate. Acceptable proof of residency includes but not limited to:

- copy of lease
- recent utility bill
- valid driver's license
- valid business license
- voter registration

Elberta Employee Rate: \$50.00 *(date of the event for up to 6 hours)*

The Elberta Employee rate applies to any event when the Lessee is an active Elberta Town Representative

Non- Resident Rate/Commercial Rate - \$100.00 *(date of the event for up to 6 hours)*

The Non-Resident rate applies to any event that is social or civic in nature, in which case, the individual or business resides outside the corporate limits or the Elberta Police Jurisdiction. The commercial rate shall apply to any event where money is charged for attendance, and the Lessee is conducting business for profit or where Lessee or its' affiliates solicit any current or future business.

Civic Rate- \$5.00 *(date of the event for up to 6 hours)*

The Civic rate applies to any local Non-Profit Entities /school /church/youth, civic or professional organizations

Events may not be scheduled earlier than ten days in advance, and each event must have an original lease with all supporting documentation and Renewal Extension Form for each Town Hall reservation.

Note: Light refreshments may be served at the function (i.e., coffee, pastries, sandwiches, etc.) At the end of the event, all trash must be bagged, tables wiped, floors swept, and chairs placed back as found upon rental. The kitchen must be left in a clean and orderly manner if utilized for food storage. No alcohol or smoking is permitted within the building. Due to the professional nature of the building, children must be supervised at all times. No recreational activities are allowed and use of the audio and video equipment is strictly prohibited unless previous approval was given by the Events Manager.

Applicant Signature: _____

Date: _____

Authorized Agent _____

Date: _____



FEE SCHEDULE - PARK FACILITIES

Adopted 03/20/2018; Amended 05/2019

Town of Elberta may require a Certificate of Liability Insurance to be provided prior to approved rental date but not less than three business days.

OPEN GAZEBO – (US HWY 98 WEST)	\$ 15.00 per 4 hours
PARK GAZEBO – (BANDSTAND)	\$ 25.00 per 4 hours
PICNIC PAVILLION -	\$15.00 per 4 hours

- Please note that the fee only reserves use of the facility reserved and does not exclude the general public from utilizing the park or other facilities during your event time
- No alcoholic beverages are allowed within the park unless the Special Event and a Special Event ABC license have been approved by the Town Council and issued by ABC. Certificate of Liquor Liability Insurance is required naming the Town of Elberta as an additional insured
- During pet-friendly events, animals within outdoor public properties must always be leashed and controlled and owners are responsible for cleaning up animal waste for proper disposal
- Inflatables for children’s play and/or any carnival rental equipment (i.e. water dunk tank) that is set-up within the Town of Elberta’s Park Facilities require a proof of Certificate of Liability Insurance from the provider of specified company/vendor naming the Town of Elberta as an additional insured with a minimum policy coverage of \$1,000,000.00. A copy of proof is to be provided to the Event Manager for approval four weeks prior to the set-up and the event date.
- Events which will have items available for sale such as t-shirts, food, drink, crafts, etc., Such have all vendors purchase a Business License, and the Vendor shall collect and submit appropriate sales tax on all sales
- Lessee is responsible for the clean-up on the rented premises and park areas utilized by the Lessee during the event. All trash and debris must be bagged and taken to the town dumpster located on the east side of the civic center. Any trash or debris left behind from the event will be cleaned up by town staff at the rate of \$40.00 per person-hour with a minimum charge of \$40.00. If rented Friday- Sunday when staff is unavailable for inspection after the event, Lessee may want to photograph leased premises after clean-up to avoid any disputes of cleanliness which may arise when inspected by staff on the next business day following the event
- No refund of fees if the event is canceled for any reason.
Events which require any use of any public right-away must coordinate with the Elberta Police Department immediately following the date of reservations with Event Manager.

Applicant Signature: _____ **Date:** _____

Authorized Agent Signature: _____ **Date:** _____



OFFICE USE ONLY

Entrance of Event Information

Contract Entrance date: _____

Non-Refundable Product Deposit: _____ ½ Rental Deposit paid/date: _____

Damage Deposit Received: _____ ½ Rental Deposit paid/date: _____

Total Amount of Event Deposit Due: _____

Security Information

The cost will be \$35 per hour, per officer, with a four (4) hour minimum and additional hours accruing in minimums of 2-hour increments

Security Applicable: **YES NO**

Hours@ _____ hour per officer

Security Amount Due: _____

Increment of Hours:

4 _____ 6 _____ 8 _____ 10 _____ 12 _____

Date Received of Payment: _____

Time Specified for Security:

Officer Names on Security Duty:

Following Event Information

Inspection Agent (s): _____

Walk-thru Date: _____

Date of Call Back: _____

Call Back Notes: _____

Date Submitted to Clerk for Return Damage Deposit: _____

Damage Deposit to be **Returned**:

Amount Paid: _____ Date Paid: _____ Initials: _____