

# Magnolia Gardens

**ON EAST**

**201 EAST AVENUE OZARK, AL**

## **MAGNOLIA GARDENS ON EAST - FACILITY RENTAL AGREEMENT**

This agreement is entered into by and between the City of Ozark "City" through its Public Works Department as "Lessor", and \_\_\_\_\_ as "Lessee", for Magnolia Gardens On East owned/or operated by the City located at 201 East Avenue, Ozark, Alabama 36360.

1. City hereby agrees that Lessee may use the facility for the purpose of \_\_\_\_\_ during the period beginning on \_\_\_\_/\_\_\_\_/\_\_\_\_ from \_\_\_\_\_ a.m. / p.m. until \_\_\_\_\_ a.m. /p.m. All activities shall cease no later than 11:00 p.m.
2. During this period, Lessee shall have full and complete use of the Magnolia Gardens on East Facility.
3. Lessee agrees to pay the City the sum of \$ \_\_\_\_\_, which sum shall be paid to Lessor, upon the execution of this agreement in accordance with the following fee schedule.

### **RENTAL RATES:**

- **2 Hours** - \$100.00 — \$50.00 Deposit (refundable)
- **4 Hours** - \$200.00 — \$100.00 Deposit (refundable)
- **8 Hours** - \$400.00 — \$200.00 Deposit (refundable)
- **12 Hours** - \$600.00 — \$300.00 Deposit (refundable)

*(The security deposit will be returned to the Lessee following a final walk-thru at the end of the event. Allow 1-3 business days to process.)*

4. Lessee agrees to indemnify and hold harmless Lessor, its officials, officers, employees, and agents against all actions, causes of action, demands, damages, losses, and expenses of any kind, including but not limited to, attorney's fees and court costs which may be asserted against, or suffered by City on account of, or rising out of, this agreement or the use of facilities by Lessee. In addition, Lessee assumes all risks in connection with its use of the facilities.
5. The term of this agreement may not be extended or modified except by a written agreement between City and Lessee.
6. By using the facilities, Lessee agrees that it shall comply with all applicable laws, ordinances, rules, and regulations and that it shall not allow any activities to be conducted at the facilities which are unsafe, dangerous, or improper in any manner.
7. If the Lessee breaches any term of this agreement, City shall have the right to terminate this agreement by written or verbal notice to Lessee.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Phone: \_\_\_\_\_

City Official: \_\_\_\_\_

Date: \_\_\_\_\_

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201 EAST AVENUE OZARK, AL

## **Facility Rental Information & General Rules for Use Agreement** City of Ozark, Alabama      Public Works Department

### **GENERAL INFORMATION**

1. Any individual/organizations wishing to rent Magnolia Gardens on East must fill out a Facility Rental Application at the Public Works Administration Offices located on the 2nd floor of the Ozark Municipal Complex.
2. All applicants interested in renting Magnolia Gardens on East must be at least 21 years of age.
3. The individual/organizations applying for the rental must be listed as the event contact on the rental agreement form and must remain in attendance for the entire event.
4. The Facility Rental Application should be submitted at least 14 calendar days prior to the event. All fees must be paid at the time the application is submitted to reserve the facility.
5. The following holidays are not available for rental: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Thanksgiving Day, Christmas Eve, Christmas Day, or New Year's Eve.
6. The City of Ozark is not responsible for set-up or clean-up of any tents, decorations, or outdoor furniture or for the safekeeping of any equipment or items left unattended during the day or overnight.
7. The City of Ozark does not provide furniture for outdoor use, but rented chairs, tables, and tents may be used with prior approval from the Public Works office. If approved the tent's location, set-up and take down times must be coordinated with the Public Works office.
8. No event may be scheduled that interferes with a regular, planned City or Entertainment District sponsored event.
9. Events should end in time to allow adequate time for clean-up before the end of the reserved rental period.
10. For events and parties with children in attendance, it is the renter's responsibility to provide one (1) adult chaperone per every ten (10) children.
11. Parking is allowed only in designated parking areas. No vehicles are to be driven on the grounds for any reason.
12. All food, beverages, trash, etc. must be removed from the facility and the site returned to its original state at the end of the event. Decorations must be approved in advance by the Public Works office. The decorations must also be removed by the end of the event.

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## **Facility Rental Information & General Rules for Use Agreement (2)**

City of Ozark, Alabama      Public Works Department

### **GENERAL INFORMATION CONTINUED**

13. Alcoholic beverages are “Strictly Prohibited”, except for City or Entertainment District sponsored events. The presence of alcohol at the facility will result in immediate cancellation of the event, forfeiture of deposits, and denial of future facility rentals.
14. Smoking is “Strongly Discouraged” on the grounds. If your guests smoke, all remnants must be removed before leaving the site.
15. Inflatables are not permitted on the property.
16. No fires, cookouts, or open flames are allowed on the property. Small birthday candles are permitted.
17. Amplified sound is subject to City approval and shall be conducted in accordance with ordinances regulating noise, including, but not limited to, Article 1-Sec 12-4 of the Ozark AL Municipal Code.
18. Depending on projected event attendance and the nature of the event, the City reserves the right to require City personnel on-site during the event for public health and safety reasons. In such case, the following staffing charges shall be charged to the User by the City: Public Works Employee - \$25/hour each (2 hour minimum).
19. The City of Ozark may require the renter at his/her own expense to provide police officers for security/ Safety purposes at functions. The renter will be required to schedule this with the Ozark Police Department.
20. The City of Ozark reserves the right to amend these rules at any time and the right to cancel an event or void an event requested.

**Any violation of these rules, regulations, policies and/or procedures pertaining to the use of the facility could result in the forfeiture of deposits and possible restriction from future use of the facility**