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Application for Facility Use / Rental Agreement

Today's Date: _____ Date of Requested Use: _____ Number of Participants: _____

Times: (Make sure to include *DECORATING AND CLEAN UP TIMES*) _____ am/pm until _____ am/pm

- Renters will not be allowed in the reserved area *PRIOR TO OR AFTER* the above stated times.
- Rentals exceeding E.C.C. operational hours will be charged additional \$10.00/hour. Time can't exceed 12am.

Will there be Alcohol at your event? **YES / NO** If so, what time will it be present? _____ pm until _____ pm

An Alcohol Consideration Request Form must be completed & approved by the Eufaula Parks & Recreation Board prior to the scheduled event. Requests must be made at least 30 days prior to the event. A \$30/HOUR SECURITY/STAFF FEE WILL BE CHARGED. A clean up fee will be charged for ALL alcohol related rentals (\$100 for gym - \$50.00 for meeting rooms). A refundable \$500.00 damage deposit will also be required.

Will you be charging admission, selling items (including food) or requesting donations? **YES / NO** If so, event must be approved by the EP&R Board at least 30 days prior to the event and additional security may be required.

Are you a current member of the ECC? If so, what's your MEMBERSHIP #: _____

Purpose of Use: _____

Responsible Party/Contact Person for Group: _____

Address: _____

Home Phone: _____ Cell: _____ Email: _____

PLEASE PLACE A ✓ CHECK MARK BY YOUR REQUEST:

Gym (\$700/\$500 Non-Prof) _____ Stage (\$100): _____ Sound (\$100): _____ TV (\$75): _____ Drapes (\$400) _____

Catering Kitchen (\$100) _____ Pool (\$300) 4 hrs + 1 guard + 1 room _____

Meeting Rooms: *Rentals exceeding ECC operational hours will be charged an additional \$10.00 per hour.*

1 room (seats 75) \$40.00/hour _____ Non-Profit Rate \$30.00/hour _____

2 rooms (seats 150) \$60.00/hour _____ Non-Profit Rate \$50.00/hour _____

TVs (2) \$50.00 flat fee: _____ *The ECC does NOT offer a projector!

FOR STAFF USE ONLY:

Rental Fee: \$ _____ Security: \$ _____ Clean up Fee: \$ _____ -Discount: \$ _____ TOTAL: \$ _____

Pmt Date: ____ / ____ / ____ Pmt Amount: \$ _____ Method of Pmt: _____ Staff: _____

This application must be presented to the Center Supervisor at least thirty (30) days prior to the date the facilities are to be used. Individuals or entities entering into a rental agreement with the Recreation Department for use of any facility (the "Renter") shall comply with and ensure all guest of the individual or entity comply with the rules and regulations governing community use and the conditions of use of the facility. If approved, one copy of the Application and Agreement will be retained at the Recreation Department office and one copy will be returned to the Renter, upon request. The Recreation Department reserves the right to have final approval on all activities or events scheduled at any of its facilities. The Recreation Department reserves the right to designate hours that the facilities are available for use and to remove any person or group failing to comply with rules of the facility or the conditions of its use.

All applicants are responsible for adult supervision, cleanup and building security before, during and after the event listed above, therefore, a mutually satisfactory agreement must be reached with the Center Supervisor for this type of service at least seven days prior to the start of the above listed activities.

It is understood that all persons taking part in the activity listed above do so at their own risk, that the undersigned individual, officer, designated party and/or organization shall be liable for all damages and that all parties to this agreement shall be subject to all the provisions of the rules and regulations governing community use of the Recreation Department facilities.

HOLD HARMLESS AGREEMENT/WAIVER OF CLAIM

In consideration of accepting this request, the Renter for itself, its officers, directors, agents, representatives, employees, members, visitors, guests, contractors, and subcontractors waives and releases any and all rights and claims for damages he/she/it may have against the City of Eufaula Public Parks and Recreation Board, The City of Eufaula and its representatives or assignees hereinafter referred to collectively as the "Recreation Department" for any and all injuries and loss of property suffered by Renter or his/her/its guests, members, invitees, officers, employees, representatives, or directors while using the requested facility unless such injury is caused by the gross negligence of the City of Eufaula or its employees or agents. The undersigned for itself and its officers, members, executors, agents and assigns further agrees to indemnify and hold harmless the Recreation Department from all damages, losses, lawsuits and expenses of any kind and nature including attorney's fees which arise out of the use of the facilities during the lease period.

CONDITIONS FOR USE:

- 1) **Renter shall be responsible for designating a responsible person(s) to supervise the facilities rented and all persons permitted to be within the facilities to adequately ensure compliance with this agreement.**
- 2) Renter shall provide competent adult supervision of any and all activities and guests of Renter. Recreation Department staff are building supervisors and shall not be called upon to supervise activities or guests of Renter. Special supervision may be required as determined necessary by the Recreation Department.
- 3) Smoking and smokeless tobacco are prohibited in all City of Eufaula buildings.
- 4) Illegal or illicit drugs are not permitted in Recreation Department facilities or on Recreation Department property. All vehicles and individuals on City of Eufaula property are subject to drug searches.
- 5) **No alcoholic beverages of any kind are permitted on, in or at Recreation Department facilities unless prior approval has been obtained. If the presence of alcohol without approval is suspected, Renter agrees to allow Recreation Department staff members, and/or the Eufaula Police Department to search the property or any individual present. If alcohol is found, the event will be shut down and Renter will be asked to leave WITHOUT reimbursement.**
- 6) Installation of equipment, alteration of existing building or facilities, use of materials that affect the condition of floors, walls or other building parts may not be undertaken without specific approval from the Director of Parks and Recreation.
- 7) Groups or organizations using the facilities shall assume all responsibility for taxes or other fees in connection with their programs unless prior arrangements have been made with the Recreation Department.
- 8) Any rental in which a cover/admission charge is involved, or the selling of items, must be approved by the Parks & Recreation Board and additional security may be required.
- 9) Advertising or sales of merchandise and printed matter, except that incidental to the program, is forbidden on City of Eufaula grounds.
- 10) Evening activities and programs on City of Eufaula property shall be concluded thirty (30) minutes prior to the end of the staff's work day. City parks close at 10:00 p.m. and must be vacated by that time. Exceptions may be granted only with the prior approval of the Director of Parks and Recreation.

(Continued on next page)

- 11) **Rental fees shall be determined in advance and agreements are not transferable. A 10% handling fee will be charged for any cancellation. However, no refund will be given if cancellation is made within the 14 days prior to rental. No refunds for early departures.**
- 12) **A cleaning charge of \$30.00 per hour will be billed to the Renter if the rented area is not clean and left in the manner it was found. When deposits are required and the charges are not immediately paid, they shall be deducted from the damage deposit.**
- 13) Seating, other special equipment or facilities arrangements shall be made at the time the rental agreement is issued. Extra compensation shall be paid to cover costs for supervision, transferring equipment, setting up equipment in the building or facility or other services.
- 14) Fire and safety regulations shall be observed.
- 15) Violation of these rules and regulations shall restrict future facility use agreement. Rules and regulations for the facilities shall be enforced during the event as to any and all guests, members, invitees, or attendees of the Renter and any uncooperative person or persons conducting themselves in a disruptive manner will be removed from the premises immediately.
- 16) **I understand that inflatable equipment (bouncy houses, water slides, etc.) are not allowed on the property under any circumstances.**

DATE

SIGNATURE OF DESIGNATED RESPONSIBLE PARTY
(Must be at least 19 years of age)

TENANT USERS' LIABILITY INSURANCE POLICY

By signing the below agreement, the individual responsible for the rental or use of facilities or property owned by the City of Eufaula ("City") acknowledges that the City's commercial general liability insurance policy will only cover the City's interests and will only respond in the event of the negligence by City officials or negligence of maintenance of City property. This general liability insurance policy will not carry over to cover any personal claims against the participants utilizing the facilities.

Individuals utilizing the facilities or property owned by the City have the option of purchasing low-cost general liability insurance commonly referred to as a TULIP policy or Tenant Users Liability Insurance Policy for protection against personal claims that may arise out of the rental or use of the City facilities. If interested in this additional coverage, participants should contact Young Johnston & Associates, Inc at 334-687-2496. Declination of this coverage does not absolve the participant from being responsible for any personal claims that arise out of the use of City facilities or property.

DATE

SIGNATURE OF DESIGNATED RESPONSIBLE PARTY

By initialing below, I/we accept the following conditions:

- 1) **_____** I understand if I cancel my reservation within 14 days of my rental date, I will receive zero reimbursement of rental fees. If I cancel more than 14 days prior to my rental date, I will be refunded my deposit minus a 10% handling fee. I also understand there are no refunds for early departures.
- 2) **_____** I understand the rented area must be vacated and cleaned up by **_____ : _____ am / pm.**
- 3) **_____** If I wish to alter my contract in any way (change my times, reserve additional rooms, etc.) I understand I must give at least 7 days-notice.
- 4) **_____** I understand that no alcoholic beverages of any kind are permitted on, in or at recreation department facilities unless prior approval has been obtained. If the presence of alcohol without approval is suspected, renter agrees to allow recreation department staff members, and/or law enforcement personnel to search the property or any individual present. If alcohol is found, the event will be shut down and renter will be asked to leave without reimbursement.
- 5) **_____** I understand it is my responsibility to adhere to all cleaning requirements listed on the attached clean up list. (If I paid a cleaning fee, I must still adhere to certain clean-up requirements.) I understand that not adhering to these requirements will result in a \$30/hour clean up charge, along with losing all future rental privileges. (Clean-up fees: \$50 for meeting rooms & \$100 for community room/gym.)
- 6) **_____** I understand that inflatable equipment (bouncy houses, water slides, etc.) are not allowed on the property under any circumstances.
- 7) **_____** I understand that any rental in which a cover/admission fee is charged, or items are sold, must be approved by the Parks & Recreation Board at least 30 days in advance and may require additional security.

ALCOHOL RENTALS ONLY:

- 1) **_____** I UNDERSTAND THAT EVEN THOUGH I HAVE PAID FOR CLEAN UP SERVICES, IT IS STILL MY RESPONSIBILITY TO REMOVE ALL GARBAGE FROM RENTED AREAS (THIS INCLUDES SPILLED FOOD & DRINK) AND PLACE IT IN THE DUMPSTER OUT BACK OF THE BUILDING. I MUST ALSO REMOVE ALL PERSONAL ITEMS & DECORATIONS FROM RENTED AREAS.
- 2) **_____** I UNDERSTAND THAT ECC STAFF WILL CONDUCT A TRASH & DAMAGE ASSESSMENT FOLLOWING MY RENTAL. IF THERE ARE DAMAGES OR TRASH FOUND, A \$30/HOUR CLEAN UP FEE ALONG WITH DAMAGE COMPENSATION WILL BE CHARGED & MY SECURITY DEPOSIT WILL BE HELD.

CLEAN UP RESPONSIBILITIES:

IF YOU PAID A CLEANING FEE, YOU ARE ONLY RESPONSIBLE FOR ITEMS 1, 2 & 5.

**If you did not pay a cleaning fee, you are responsible
for ALL cleaning tasks listed below:**

- 1. Haul ALL garbage from rented area to outside dumpster. If rented area includes the kitchen, make sure to remove ALL food from kitchen AND REFRIGERATOR!
Dumpster is located outside behind the kitchen.**
- 2. Remove ALL decorations & personal items from rented areas. The ECC is not responsible for items left behind.**
- 3. Wipe down all tables used.**
- 4. Sweep and mop floor (spills of food and drink).**
- 5. Keep all sprinkler heads free from decorations (Fire Code Regulation).**

****Cleaning supplies and trash bags are available for your convenience.
See front desk personnel or security for access to these items. ****

**You will be charged a \$30 per hour cleaning fee and
lose all future rental privileges if area is
not left in pre-existing condition.**