

*All commercial renters must use this form to reserve the Meeting Room of the Foley Public Library.
It may be printed and mailed to the library AFTER authorization is obtained.*

STATE OF ALABAMA
COUNTY OF BALDWIN

DATE CONTRACT SIGNED _____

RENTAL CONTRACT

CITY OF FOLEY
FOLEY PUBLIC LIBRARY MEETING ROOM
319 E. LAUREL AVE.
FOLEY, ALABAMA 36535
251-943-7665

This indenture, made and entered into on _____, 20____, by and between the FOLEY PUBLIC LIBRARY, a department of the City of Foley, a municipal corporation of the State of Alabama, hereinafter called the LESSOR, and

Name: _____

Firm/Organization: _____

Address: _____

Telephone: _____

WITNESSETH, that in consideration of this Contract and the attached Regulations/Requirements, LESSOR does hereby lease unto LESSEE, the FOLEY PUBLIC LIBRARY MEETING ROOM AND ADJACENT KITCHEN of the City of Foley, Alabama to be used for the purpose of:

and for no other purpose whatsoever without the express written consent of the LESSOR.

NOTE: ONLY LEGALLY SANCTIONED ORGANIZATIONS WILL BE ALLOWED TO CHARGE ADMISSION AT THE DOOR THE DAY OF THE EVENT.

DATE OF EVENT: _____, 20____

TIME YOU WILL NEED ACCESS TO THE ROOM: _____ AM or PM

TIME YOU WILL BE COMPLETELY FINISHED WITH THE ROOM: _____ AM or PM

NOTE: THE PER HOUR CALCULATION OF YOUR FEE BEGINS AND ENDS WITH THE TIMES ABOVE AND ALL TIMES ARE ROUNDED TO THE HALF HOUR.

IT IS MUTUALLY AGREED between the parties as follows:

LESSEE HEREBY COVENANTS AND AGREES to rent and pay the said LESSOR for the use of the Library Meeting Room and adjacent kitchen the sum of:

TOTAL: \$_____ ; YOUR DEPOSIT OF \$_____ IS DUE ON OR BEFORE _____, 20____ AND THE BALANCE OF \$_____ WILL BE DUE ON OR BEFORE _____, 20_____.

To abide by and conform to all rules and regulations as outlined in the Foley Public Library Meeting Room Regulations/Requirements as published 03-15-2010.

To comply with all laws of the United States, and of the State of Alabama, all ordinances of the City of Foley, Alabama, and all rules and regulations of the Police and Fire Departments, or other municipal authorities of the City of Foley, and will obtain and pay for all necessary permits and licenses, and will not do, nor suffer to be done, anything on said premises during the term of this lease in violation of any such laws, ordinances, rules or regulations.

Agrees that in the event of a disaster or emergency signal, or imminence of a disaster or emergency of any kind or nature whatsoever, LESSOR shall have the right, as it may determine in its 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.

LESSOR shall be excused from performance of any or all of its obligations hereunder to the extent and for the time such performance is rendered impossible or impractical due to acts of God, labor unrest, war riot, civil disturbance, or any other cause beyond the reasonable control of LESSOR.

LESSEE agrees that no performance, exhibition or activity of any kind whatsoever shall be given, held, displayed or permitted to exist or continue on the premises which shall be objected to by LESSOR. LESSOR shall have the right to cause such performances, exhibition, entertainment or activity to be immediately terminated without liability to LESSOR for such performance. LESSOR reserves the right to eject from the premises any person or persons deemed by it to be objectionable, and upon exercise of this right by LESSOR, LESSEE waives any and all claims for damages against LESSOR.

LESSEE shall not allow beer, wine or liquors of any kind to be sold, given away, or used upon said premises in violation of State of Alabama law or City of Foley Regulations. When LESSEE provides alcoholic beverages, free of any charge within the laws of the State of Alabama or City of Foley Regulations, all alcoholic beverages shall be State of Alabama taxed.

LESSEE agrees that if said premises or any portion of said premises during the term of this lease, shall be damaged by the act, default or negligence of LESSEE'S agents, employees, patrons, guests, or any person admitted to said premises by LESSEE, LESSEE shall pay to LESSOR upon demand such sum as shall be necessary to restore said premises to their present condition. LESSEE hereby assumes full responsibility for the character, acts, and conduct of all persons admitted to said premises, or to any

portion of said building by the consent of said LESSEE, or by or with consent of any person acting for or in behalf of said LESSEE.

LESSEE agrees to pay all costs and expenses, including a reasonable attorney's fee, incurred by LESSOR in collecting or attempting to collect any rental or service charge that becomes past due or enforcing or attempting to enforce any of the terms and conditions of this Rental Contract or the Foley Public Library's Regulations/Requirements.

LESSEE shall not permit the said premises to be used for lodging rooms, or for any improper, immoral or objectionable purpose.

LESSEE shall not assign this lease, nor suffer any use of said premises, other than herein specified, nor sublet the same premises, or any part thereof, without the express written consent of LESSOR.

LESSOR assumes no responsibility whatsoever for any property placed in the premises, and LESSEE hereby releases and discharges LESSOR from any and all liability for any loss, injury, or damage to person or property that may be sustained by reason of occupancy of said premises under this Rental Contract.

IT IS FURTHER MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO:

That all terms and conditions of this written Rental Contract and the attached Foley Public Library Regulations/Requirements 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 or agents who executed this Rental Contract.

IN WITNESS WHEREOF, the said LESSOR, the City of Foley has caused these presents to be signed by the designated agent of the City of Foley, and the LESSEE has signed the same this day and year first written above.

THE CITY OF FOLEY, ALABAMA
AS LESSOR

AS LESSEE (Printed Name)

(Signature) Authorized Agent/City of Foley

(Signature) of Lessee

I DO DO NOT wish to have my event listed on the FOLEY PUBLIC LIBRARY'S Event Calendar at website address <http://www.FoleyLibrary.org> .

FEE SCHEDULE

FOLEY PUBLIC LIBRARY MEETING ROOM

319 EAST LAUREL AVE.

FOLEY, ALABAMA 36535

RENTAL

Base Rate - \$25.00 per hour x _____ hour(s). \$ _____

(Monday – Thursday, 9:00 AM - 7:00 PM; Friday – Saturday 9:00 AM - 5:00 PM)

All Day Rates

Monday – Thursday (9:00 AM – 7:00 PM) Rate - \$200.00. \$ _____

Monday – Thursday (9:00 AM – 5:00 PM) Rate - \$150.00. \$ _____

Friday - Saturday (9:00 AM – 5:00 PM) Rate – \$150.00. \$ _____

TOTAL CHARGE \$ _____

Deposit: One half of the total is due upon signing the contract. The other half of the total is due the day of the event, before the event begins.

Date of Deposit: _____, 20____.

Amount of Deposit: _____.

DEPOSITS ARE NON-REFUNDABLE

This rental fee includes:

- Use of tables, chairs, screen, lectern and all electronic components therein.
- Use of adjacent kitchen and appliances therein, ice, permanent cutlery, dishes and utensils.
- Trash containers, bags and disposal of trash/garbage.

This rental fee DOES NOT include:

- Use of the adjacent Board Room.
- Disposable dishes, cutlery or utensils.
- Coffee or other drinks, food or condiments of any kind.
- Reasonable cleaning of the meeting room or furniture.
- Reasonable cleaning of the kitchen, its cutlery, dishes or utensils.
- Resetting the meeting room in its original set up. (See attached diagram)