

HOOVER MET PRESS BOX RENTAL AGREEMENT

Select Area(s) to be Rented: Main Press Box _____ Football Press Box (with patio): _____

Event date: _____ Circle one: Corporate Social Non-Profit Charitable

Arrival time (rental – 6 hours): _____ Departure time: _____ Number of attendees: _____

Event description: _____

Will there be attendees under the age of 19? Yes No Does event include: Liquor Beer Both None

What is required to attend the event? () Invitation only () Reservation () Ticket purchased in advance
() Ticket purchased at the door () Other (please describe): _____

Will any items be sold at the event? Yes No If so, please describe: _____

Name of Organization/Individual: _____

Name of Organizational Contact: _____

Phone: _____ E-mail: _____

Address: _____ City/State/ZIP: _____

Caterer: _____ Caterer phone: _____

The undersigned Organization/Individual (“User”) utilizing the area known as the Press Box at Hoover Metropolitan Stadium, owned by the Park and Recreation Board and operated by the City of Hoover (collectively referred to as “City”), agrees to the conditions under which use of the facility is granted as follows:

1. The User agrees to pay to the City the appropriate amount listed below for the use of the Press Box for a period of six (6) hours (“Rental Time”) on the event date specified above. The rental time is inclusive for set-up, function and clean-up. Persons entering this facility prior to or leaving after their allotted time will forfeit their cleaning/damage deposit. A rental fee in the following amount must be paid in full to the City within 14 days of receipt of the invoice from City: (circle one)

- A. \$900 (event where alcohol is on-premise)
- B. \$600 (event where alcohol will not be on-premise)
- C. \$300 (event during normal business hours without alcohol: 9:00 am – 4:00 pm, Monday – Thursday)
- D. \$300 (additional three hours set-up time)

In the event that the User does not pay the rental fee set forth above within such time, then User’s rental may be cancelled by the City due to non-payment without prior notice to User.

2. In the event that User cancels the rental, then User is required to give written notice of cancellation to the City as provided in this section. If User’s written cancellation is received by the City thirty (30) days or more from the event date specified above, then User shall receive a refund of half of the rental fee paid by User pursuant to Section 1 hereof. If User’s written cancellation is received by the City less than thirty (30) days from the event date, then User shall forfeit the entire rental fee paid hereunder.

3. If additional time is needed for event set-up, User may request an additional three-hour time period at a cost of \$300.00. This Set-up fee must be paid by User to the City at least 14 days prior to event date.

4. The City will provide tables and chairs for up to 50 persons, if requested. The User will be responsible for any special set-up of such tables and chairs. If additional tables and chairs are required by User, then the User may obtain them from a third party provider.

5. User will be responsible for reimbursement of any necessary staffing fees for the Event, including City police, fire, public works or temporary staff through Event Operations Group. Required staffing will be determined mutually between the City and User no later than thirty (30) days prior to the Event date as specifically set forth and agreed upon by the parties hereto in Exhibit A. Staffing fees must be paid in full to the City within 14 days of receipt of the invoice from City.

6. If the User is a non-profit, LLC or other corporation, an insurance certificate must be provided to the City by User when submitting the rental agreement. Insurance certificate should show User's full coverage limits but in no case less than \$1,000,000 per occurrence general liability insurance. If the User owns, rents or hires vehicles, evidence of automobile liability should be included in an amount not less than \$500,000 combined single limit. If the User has employees, the insurance certificate must also show statutory worker's compensation coverage and Employer's Liability Coverage of at least \$500,000. The organizational name listed on this agreement must match the name listed on the insurance certificate. The City must be listed as an additional insured on the certificate provided.

7. The User may have food catered in the Press Box at User's expense by one of the City's approved caterers. All caterers used by User on the Premises must be approved in advance with the City. Failure to use a caterer approved by the City may subject the User to cancellation of User's event on the premises. No outside food or beverage will be permitted.

8. Alcohol will only be served in accordance with the liquor license held at the Hoover Met. If User plans to serve alcohol at the Event, User must contact the holder of the premises' liquor license to arrange for such service. The Hoover Met is a smoke-free facility.

9. Neither the User nor its invited guests shall use the Press Box for any unlawful purposes. The User agrees to comply with all laws pertaining to the use of the Press Box, including maximum occupancy limitations.

10. A cleaning/damage deposit of \$300 is required to be paid to the City at least two weeks prior to event date. Failure to timely pay the cleaning/damage deposit to the City may subject the User to cancellation of User's event on the premises. At the conclusion of the rental time, User shall leave the Press Box clean and without damage. After each function, an inspection will be made of the complete facility by a representative of the City. If the facility is not properly cleaned, the cleaning/damage deposit will be forfeited. Alternatively, the User can choose to not clean the facility and apply the cleaning/damage deposit to such cleaning. In the event of any damage to the Press Box, its furniture or fixtures, or to the Hoover Met caused by the User or its guests, the cleaning/damage deposit shall be forfeited and the City shall be entitled to repair such damage and to bill User for its costs, in excess of the cleaning/damage deposit. By signature below, User agrees to be fully responsible for any and all repair costs and to pay the amount of the invoice within thirty (30) days of receipt thereof from the City.

11. User agrees to indemnify and hold the City and their employees, agents, officers and elected officials harmless against any and all claims, costs, expenses or liabilities arising out of the use of the Press Box by User and its guests, including but not limited to, attorney's fees and court costs.

12. Usage of the Press Box under the terms of this Agreement is not assignable and/or transferrable by User to another third party not listed hereon without the prior written consent of the City. Such unauthorized transfer may result in cancellation of this Agreement by City. In the event of a termination under the terms of this section, the User's rental fee set forth in Section 1 above will be forfeited by User and will be retained by the City.

The undersigned User acknowledges and understands the foregoing terms under which usage of the Press Box is granted to User by the City and assumes the responsibility for compliance with such terms.

Signed on the _____ day of _____, 201__.

Signature _____ Printed Name _____
(please print)

Title (if applicable): _____ Name of Organization (if applicable): _____

Official Use Only:

Approval #1: _____ Date: _____

Approval #2: _____ Date: _____

Approval #3: _____ Date: _____

Submitted Rental Documents:

_____ Confirmed approval

_____ Cleaning/Damage Deposit (refundable)

_____ Rental Payment

_____ Insurance Certificate

_____ Caterer Approval

_____ Business License (if required)

_____ Sales Tax (if required)

Post-Event Details:

_____ Facility Inspection

_____ Deposit Returned

Assigned Staff: _____ Date Confirmed: _____