

OFFICIAL USE ONLY

Date Rec'd _____ Dep. Pd _____ Check # _____ Posted _____ Deposit check
return / shred
Open time _____ Rent Pd _____ Check # _____ SH-Entry _____ Inbox / deliver

TOWN OF LOCUST FORK COMMUNITY CENTER

RENTAL APPLICATION AND AGREEMENT TERMS

29817 State Hwy 79 ♦ Locust Fork, Alabama 35097

REASON AND NATURE OF PROPOSED ACTIVITY

RESERVATION DATE _____ **TIME** _____ Est. Attendance _____

Type Event / Activity _____ Will any part of event be held outside? Yes No

APPLICANT/RENTER INFORMATION

Lessee (Group/Organization/Individual) _____

Address _____ Best # _____

City/State/Zip _____ Alt # _____

Mailing Address same? Y / N Driver's Lic _____ SSN# _____

Businesses only: Do you have insurance? No Yes Ins. Co. _____

1. In the event that the Application is approved, this document shall become a binding Agreement between the Applicant/Renter and the Town. The Town, however, reserves the right to either move the Date of Reservation, or to terminate the Agreement in total, at any time should the Premises otherwise be needed for Town business, in the sole discretion of the Town, on any Date of Reservation. In the event that the Town terminates the Agreement, any deposits shall be returned as soon as practicable, and the Town shall not in any way be liable to the Applicant/Renter for other related losses or costs associated with said termination or movement of the Date of Reservation. In order to receive a credit towards a future reservation, any change or cancellation by the Lessee must be at least two weeks' prior to the scheduled date. Rent payments will not be refunded without the authorization of the town council during a regularly scheduled meeting.
2. The rental fee for the premises shall be Twenty Dollars (\$20.00) per hour with a two (2) hour minimum, due and payable upon signing of the rental agreement, and before the reservation can be finalized. The Lessee will be given 30 minutes' time, either before or after their reservation time, to allow for set-up or clean-up. There will not be any charge for this time.
3. A cleaning and damage deposit of \$100 shall be paid at the time of Application in the form of a check, cashier's check or money order. This check will only be cashed should there be cleaning or repairs needed to the facility after the Lessee's use. Should the premises be left in good order and any key issued returned at the agreed upon time, the deposit check will at Lessee's discretion, either be shredded or available to pick up within three business days.

The Application will not be considered complete until the deposit and rent are paid in full.

4. The community center will be open 30 minutes prior to your scheduled reservation, or a key will be issued to you during regular business hours on the day of your reservation or on Thursday before a weekend reservation. Town Hall hours of operation are 8-4, Monday through Thursday, closed from 12-1 for lunch. Failure to return the key at the conclusion of your rental time, or the next working day will result in a re-keying charge of Fifty Dollars (\$50.00) or the actual cost of re-keying the premises, whichever is greater. The cost of re-keying the building will be deducted from your security deposit. The Applicant/Renter shall be responsible for locking the facility and returning the key to Town Hall during normal business hours. Copies of the key shall not be made.
5. No smoking, alcohol, drugs, firearms or illegal activity of any kind is permitted on the premises.
6. Do not use adhesive material, nails, or anything that will mar the wall, cabinet or other surfaces.
7. All lights should be turned off, and the heating/air conditioning unit shall be set to 60 degrees in the winter and 80 degrees in the summer. If the weather is mild, the unit shall remain turned off.
8. Should the premises not be left clean and in good order, the cost of cleaning and/or repairs will be deducted from your security deposit. All trash must be bagged and removed from the building; a dumpster is available in the rear parking lot. All tables and chairs shall be returned to their original position, and the liner bags shall be replaced in the trash receptacles if used.
9. All approved applications are required to be clearly posted, and/or readily available, on site during the times and dates of reservation.
10. The Town of Locust Fork assumes no responsibility for accidents/injuries which occur on the premises. The Applicant/Renter assumes all liability for any and all accidents and injuries. The Applicant/Renter shall indemnify and hold harmless the Town of Locust Fork, its agents, servants and employees from all suits, actions or claims of any character, type or description brought or made for or on account of any injuries or damages received or sustained by any person or property arising out of or occasioned by, the use of the premises, without regard to the generality of the foregoing, including, without limitation, the costs and fees of litigation and all attorney fees.
11. The Applicant shall be responsible for any and all damages to the Premises resulting from the intended or actual use of the facility and Premises.

APPLICANT CERTIFICATION AND WARRANTY

I hereby certify that the information stated on and submitted with this Application is true and correct, and I have authority to enter into this Application and Agreement. I understand that should this Application be approved, I will agree to and be bound by all of the Terms contained herein this Agreement. I also understand that the submittal of incomplete or incorrect information will result in this Application and/or Agreement being denied, not processed or terminated without any further liability for the Town.

I further understand that security deposits may only be returned to the Applicant contingent on a determination by the authorized Town Representative or designee that the subject area has been returned to the pre-event condition. In the event that additional measures need to be taken in order for the subject area to be returned to normal, the Applicant will be given one opportunity to correct the problems as identified by the Town Representative or designee. If the Applicant fails to correct the problems within a designated time frame, by the authorized representative of the Town, the security deposit shall be forfeited and the Applicant/Renter shall be immediately responsible for any additional or related costs, in exchange for the problem being corrected by the Town, including reasonable attorney fees. The Applicant agrees to pay for any and all efforts of the Town to collect any such fees and costs associated with fixing any remaining damage and returning the premises to pre-event condition, including without limitation, reasonable attorney fees.

Applicant

Signature

Date