

ADDRESS:  
P.O. Box 219  
Eufaula, AL 36072



PHONE:  
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www.eufaularecreation.com

## 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 TIME*) \_\_\_\_\_ am/pm until \_\_\_\_\_ am/pm

- Renters will not be allowed in the reserved area **PRIOR TO OR AFTER** the above stated times.
- *Rentals that exceed E.C.C. operational hours will be charged an additional \$10.00/hour. Rentals may not exceed 12:00 midnight.*

**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-\$50/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 charge admission or sell concessions/other items? YES / NO** Any rental charging admission or selling items must be approved by the EP&R Board at least 30 days prior to the event and additional security may be required.

Purpose of Use: \_\_\_\_\_

Responsible Party/Contact Person for Group: \_\_\_\_\_

Address: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell: \_\_\_\_\_ Email: \_\_\_\_\_

### **PLEASE PLACE A CHECK MARK BY YOUR REQUESTED AREA:**

Gym (\$550 flat fee) \_\_\_\_\_ Stage (\$50.00): \_\_\_\_\_ Sound (\$50.00): \_\_\_\_\_ \*Screen(\$10.00): \_\_\_\_\_ Pipe/Drape(\$400) \_\_\_\_\_

Catering Kitchen (\$100) \_\_\_\_\_ Playroom (seats 30-40) \$25/hr: \_\_\_\_\_ Pool (\$200/2 hrs. 2 guards & 1 Room): \_\_\_\_\_

If you are not renting the pool but you wish to SWIM, you will be charged for an extra lifeguard (\$15.00) \_\_\_\_\_

Swim Time (2 hours maximum): \_\_\_\_\_ Number of Swimmers: \_\_\_\_\_ You will also be charged an admission fee per swimmer: \$4 per child, \$5 per adult OR \$38 coupon book (15 visits)

**Meeting Room(s):** Rentals exceeding ECC operational hours will be charged an ADDITIONAL \$10 PER HOUR.

1 room (seats 50) \$25/hour \_\_\_\_\_ Microphone (\$10.00 flat fee): \_\_\_\_\_

2 rooms (seats 100) \$35/hour \_\_\_\_\_ \*Screen (\$10.00 flat fee): \_\_\_\_\_

3 rooms (seats 150) \$45/hour \_\_\_\_\_ \*The ECC does not offer a projector, only a projector screen.

Rental Fee: \$ \_\_\_\_\_

Security Fee: \$ \_\_\_\_\_

Clean up Fee for Alcohol Events: \$ \_\_\_\_\_

**TOTAL DUE:** \_\_\_\_\_

Pmt Date: \_\_\_\_\_ Pmt Amount: \$ \_\_\_\_\_

Security Contacted: \_\_\_\_\_ Date: \_\_\_\_\_

Room Reserved by (Initials): \_\_\_\_\_

Room Reserved in Books (Initials): \_\_\_\_\_

Work Order Submitted (Initials): \_\_\_\_\_

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 \$15.00 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.

\_\_\_\_\_  
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

**(FOR EUFAULA COMMUNITY CENTER RENTALS ONLY)**

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

- 1) \_\_\_\_\_ I UNDERSTAND THAT 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**.
- 2) \_\_\_\_\_ I UNDERSTAND THAT THE RENTED AREA MUST BE VACATED AND CLEANED UP BY \_\_\_\_\_ **AM / PM**. IF I NEED TO ALTER MY RENTAL TIME, I AGREE TO GIVE THE MANAGER AT LEAST 7 DAYS NOTICE.
- 3) \_\_\_\_\_ I UNDERSTAND THAT *UNLESS I PAID A CLEAN-UP FEE* IT IS MY RESPONSIBILITY TO ADHERE TO ALL CLEANING REQUIREMENTS LISTED ON THE ATTACHED CLEAN UP CHECKLIST. I UNDERSTAND THAT NOT ADHERING TO THESE REQUIREMENTS WILL RESULT IN A **\$15/HOUR CLEAN UP CHARGE**, ALONG WITH LOSING ALL FUTURE RENTAL PRIVILEGES. CLEAN-UP FEES AVAILABLE: \$50 FOR MEETING ROOMS & \$100 FOR COMMUNITY ROOM/GYM.

**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, INCLUDING THE KITCHEN, AND PLACE IT IN THE DUMPSTER OUT BACK OF THE BUILDING.
- 2) \_\_\_\_\_ I UNDERSTAND THAT ECC STAFF WILL CONDUCT A TRASH & DAMAGE ASSESSMENT FOLLOWING MY RENTAL. IF THERE ARE DAMAGES OR TRASH FOUND, A **\$15/HOUR CLEAN UP FEE**, ALONG WITH **DAMAGE COMPENSATION** WILL BE DEDUCTED FROM MY SECURITY DEPOSIT.

## **CLEAN UP CHECK LIST FOR THE EUFAULA COMMUNITY CENTER:**

**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. Picking up ALL trash & placing in garbage bags.
2. Taking all garbage bags from rented area to dumpster. Dumpster is located behind the building.  
**DO NOT PLACE TRASH IN RECYCLE BINS.**
3. Wiping down all tables used.
4. Sweeping and mopping floor (spills).
5. Keeping all sprinkler heads free from decorations (Fire Code Regulation).

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

**You will be charged a \$15.00/hour cleaning fee and lose all future rental privileges if you do not follow the cleaning guidelines.**