



## VENUE USE AGREEMENT

Date of Event: 9/6-8/2024 Event Type: Trade Show  
Name of Event (“Event”): Alabama Mineral and Lapidary Gem Show  
Name of Person(s) Responsible (“User”): Reggie Bolton  
Access Hours - from 8:00am to 8:00pm Area(s) Requested: Auditorium/Dining Hall/Kitchen  
Estimated Attendance: 750 Caterer (if applicable): \_\_\_\_\_

---

**This Venue Use Agreement (“Agreement”)** is agreed to by the undersigned (“User” whether one or many) in exchange for the use of the Irondale Civic Center (“Venue”) owned by the City of Irondale, Alabama (“City”) for the purpose of holding an event at the Venue.

In consideration of the City permitting User to utilize the Venue, User agrees as follows:

**SECTION 1. Scope.** The purpose of this Agreement is to define the obligations of both parties pertaining to the rental of the Venue as described herein. Upon acceptance of this Agreement, the Venue will be reserved for the date and time stipulated. It is understood that the person(s) signing this application will adhere to and follow the terms of this Agreement,

**SECTION 2. Responsibility.** User must adhere to the Venue Usage Guidelines (the “Guidelines”, attached hereto as Exhibit “A”) and abide by the Guidelines set forth. All persons working for User must also abide by the Guidelines. User understands that failure to abide by such rules and policies may result in cancellation of the Event by the City. User will be responsible for any damage to the Venue premises and/or site, including damage caused by any of User’s guests, attendees, invitees, agents, or sub-contractors resulting from or incident to User’s use of the Venue. User agrees to repair any and all damage to the Venue premises and/or site, and to replace or repair any and all personal property therein that may or might be damaged, removed, or lost by User, its agents, officers, employees, guests, attendees, invitees, or sub-contractors while the undersigned has the use and/or custody of the Venue.

**SECTION 3. Insurance.**

- a. User understands that the Venue does not provide insurance coverage for User or activities provided by User under the terms of this Agreement. User further understands that any insurance held by the City over the Venue will not cover negligent acts of User.

- b. If User is a non-profit, LLC or other corporation, User must provide the City with an insurance certificate showing User's full coverage limits, but in no case less than \$1,000,000 per occurrence general liability insurance with a \$2,000,000 general annual aggregate limit. All such insurance shall be on an "occurrence" basis. If User owns, rents, or hires vehicles, evidence of automobile liability insurance should be included in an amount not less than \$1,000,000 combined single limit, each occurrence. If User has employees, the insurance certificate must also show statutory worker's compensation coverage and Employer's Liability Coverage of at least \$1,000,000 for each accident, \$1,000,000 disease for each employee and a \$1,000,000 policy limit for disease. Additionally, User must have an Umbrella policy of \$3,000,000 over Commercial Liability, Auto Liability, and Coverage "B" of Worker's Compensation. Any combination of primary and umbrella/excess coverage is acceptable as long as it satisfies the combined minimum coverage limits of each line. 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 and a copy must be submitted to the City's Event representative at least ten (10) days before the Event date.

Nothing contained in these insurance requirements shall be construed as limiting User's responsibility for any and all damages resulting from the Event. The inclusion of minimum limits shall not be interpreted as limiting User's responsibility to provide contractual coverage of sufficient amount. User waives all subrogation rights against the City for all claims or actions covered by User's Commercial General Liability Coverage, Automobile Liability Coverage and Worker's Compensation Coverage.

#### **SECTION 4. Fees and Deposits.**

- a. User agrees to pay a use fee of \$6,750.00 ("Use Fee") for the use of the Venue for the Event set out above. A non-refundable (except as provided herein) and non-transferrable payment of \$3,375.00 (fifty percent (50%) of the Use Fee) shall be paid with the submission of this Agreement to the City in order to secure the date. The balance of the Use Fee will be paid no later than one (1) month prior to the Event. In the event of cancellation, User must submit a written notice to the City of such cancellation.
- b. A cleaning/damage deposit of five hundred dollars (\$500.00) shall be paid by User to the City at least two (2) weeks prior to the Event. Failure to timely pay the cleaning/damage deposit to the City may subject User to cancellation of User's Event on the premises. At the conclusion of the rental time, User shall leave the Venue clean and without damage. After the Event, an inspection will be made of the Venue by a representative of the City. A refund of the damage deposit will be issued to User within ten (10) business days following the Event unless: (a) there is damage to the Venue, (b) the Venue is not properly cleaned, or (c) rental time is exceeded by User. If the Venue is damaged by User or any of User's guests, invitees, agents, or sub-contractors, the amount of said damage will be determined at the sole discretion of the City and will be deducted from the cleaning/damage deposit. The balance of the deposit remaining, if any, will be returned to the User.
- c. Additional items listed on the General Price list attached hereto as Exhibit B may also be utilized for the Event. Depending on the Event to be held at the Venue, the City reserves the

right to require that security and/or paramedics be provided at the expense of the User as set forth in Exhibit B. The Venue must receive from the User payment in full for the price of such items and services at least 48 hours prior to the day of the Event.

**SECTION 5. Alcohol; Smoke Free Venue.** Alcohol will only be served in accordance with applicable state law. If User plans to serve alcohol at the Venue, User must provide evidence to the City that state law has been complied with before the Event is held. The presence of alcohol in the Venue without compliance with the law will result in immediate cancellation of the Event, forfeiture of deposits, and denial of future Venue rentals. The Venue is a smoke-free facility.

**SECTION 6. Termination.** This Agreement may be terminated as follows:

- a. User may terminate the Event and this Agreement at any time prior to the Event, so long as such termination occurs by giving written notice to the City at least thirty (30) days prior to the Event. Upon such termination by User and except as provided herein, User will be entitled to a refund of any monies paid. A User should allow up to 4 weeks for the processing of any permitted refunds. Expenses already incurred by the City for the Event may be deducted from the amount refunded.
- b. City may terminate User's right to use the Venue under the terms of this Agreement upon violation by User of any term or provision of this Agreement, including, but not limited to: failure to adhere to any rule, policy or procedure established by the City for the use of the Venue; failure to reasonably control the attendees of User at the Venue; failure to remit any payment when due; damage to, or defacement or destruction of facilities; other just cause; or for any reason with or without notice.

**SECTION 7. Compliance with Applicable Law.** User shall comply with all applicable laws in relation to the Event, including obtaining a business license from the City of Irondale (if required) and the payment of applicable taxes, and shall cause its third party agents, representatives, and vendors to do the same.

**SECTION 8. Indemnification.** In consideration of being granted permission to use the Venue, User, does hereby waive, release, and agree to indemnify and hold harmless the City of Irondale, their officials, officers, employees, agents, and associated personnel ("Released Parties") in their official and personal capacities, from any and all injuries, claims, demands, suits, liability and costs for personal injury, medical expenses, attorneys' fees and any other expenses which might be sustained by the undersigned, its agents, officers, employees, guests, attendees, invitees, or sub-contractors while the undersigned has the use and/or custody of the Venue as contemplated by this Agreement and/or that they may or might incur now or in the future as a result of the Event.

**SECTION 9. Entire Agreement.** This Agreement constitutes the entire agreement as to matters addressed.

***(REMAINDER OF PAGE LEFT INTENTIONALLY BLANK)***

BY SIGNATURE(S) HEREON, I/WE, THE UNDERSIGNED, STATE THAT I/WE HAVE READ THE ABOVE AGREEMENT, FULLY UNDERSTAND ITS LEGAL MEANING, AND AGREE TO EACH AND EVERY TERM CONTAINED THEREIN.

**User(s)**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: Reggie Bolton

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**User Contact Information:**

Name: Ben Beadore

Address: 8036 Parkway Drive

Cell Home #: 205-352-5917

City/State/Zip: Leeds, AL 35094

Office#: \_\_\_\_\_

Email Address: amlsgemshow@gmail.com

---

**FOR CITY USE ONLY:**

<b>ACTION ITEM</b>	<b>DATE RECEIVED</b>	<b>AMOUNT RECEIVED</b>
Copy of Driver's License received		
Executed Agreement received		
Use Fee Payment		
Initial Deposit paid		
Full Fee paid		
Cleaning/Damage Deposit paid		
Proof of Insurance received		
Additional Charges paid		

## **EXHIBIT A**

### **VENUE USAGE GUIDELINES**

1. All events must comply with all federal, state and local laws.
2. Groups utilizing the Venue for events that are composed primarily of person 13 to 19 years of age must have one supervising adult on site for every 10 youth present at the event.
3. Amplified sound is subject to City approval and shall be conducted in accordance with ordinances regulating noise.
4. No vehicles shall be parked in any areas except those designated for parking and only during hours that the Venue is open.
5. The City of Irondale reserves the right to amend these guidelines at any time and for any reason.
6. All garbage must be bagged and taken to trash receptacles at the conclusion of the Event.
7. No decorations, banners, streamers, etc. are allowed on the walls or other areas of the Venue.
8. No pets are allowed inside the Venue.
9. No open flame candles are permitted.
10. The clean-up and load-out of equipment and personal belongings must be completed and the Venue completely vacated by the time indicated on the Agreement.
11. Depending on the projected Event attendance and the nature of the Event, the City reserves the right to require that a User have additional City personnel on site during the Event for health and safety reasons. In such a case, the following staffing charges shall be charged to the User by the City:
  - i. One (1) police officer - \$40/hour (4 hour minimum)
  - ii. Two (2) fire medics - \$40/hour each (4 hour minimum)
  - iii. Two (2) public works employees - \$30/hour each (4 hour minimum)
12. Smoking is prohibited inside the Venue.
13. Any event serving food to the general public must comply with all applicable state and local health codes and obtain licenses and permits required by law.
14. If an Event involves an athletic activity such as walking, jogging, running, etc. or requires a participant pay a fee such as an entry fee, ticket fee, etc., the User/event organization must provide a copy of the participant waiver form to the City for approval. A waiver must include the City of Irondale. The event organization must keep all participant waiver forms for at least 6 months from the date of the vent. Participant waiver forms must be provided to the City following the Event, if requested by the City.

## **EXHIBIT B**

### **GENERAL PRICE LIST**

**Rented Area** (Priced per 24-hour day)

1. Auditorium.....	\$1,500.00
2. Dining Room .....	\$500.00
3. Meeting Room .....	\$250.00
4. Kitchen.....	\$250.00
5. Pavilion.....	\$250.00

**Additional Charges** (Priced per item)

a. Tablecloths.....	\$15.00
b. Place Setting with Cloth Napkins .....	\$5.00
c. *Cleaning Fee .....	\$250.00
d. Additional Hours (Midnight to 2am).....	\$100.00/per hour
e. Additional Hours (2am to 8am) .....	\$200.00/per hour
f. *Security (1 per every 250 guests - no alcohol served) .....	\$40.00/hour
g. *Security (1 per every 100 guests - alcohol served).....	\$40.00/hour
h. *Paramedic (1 per every 200 guests).....	\$40.00/hour
i. Sound System Technician .....	\$40.00/hour

\*These additional charges are required by the City of Irondale based on the number of guests attending the event.