

ORDINANCE NUMBER 3130

AN ORDINANCE APPROVING THE TERMS, PROVISIONS, CONDITIONS AND SUBSTANCE OF SIX (6) DIFFERENT TEMPLATE CONTRACTS TO BE EXECUTED AND DELIVERED BY CITIZENS WHO RENT FACILITIES IN THE NEW CIVIC CENTER AND VENDORS AND TO AUTHORIZE THE CITY MANAGER AND DIRECTOR OF PARKS AND LEISURE SERVICES TO SIGN THE SAID TEMPLATE CONTRACTS FOR AND ON BEHALF OF THE CITY OF VESTAVIA HILLS, ALABAMA.

THIS ORDINANCE NUMBER 3130 is considered, approved, enacted and adopted by the City Council of the City of Vestavia Hills, Alabama on this the 10th day of October, 2022.

WITNESSETH THESE RECITALS:

WHEREAS, Title 11-40-1, *Code of Alabama, 1975*, authorizes municipalities to contract and be contracted with; and

WHEREAS, all contracts by and between a municipality and any person, firm, corporation or other legal entity must be approved by the City Council (*Van Antwerp v. City of Mobile*, 217 Ala. 201 (1928); and *Town of Boligee v. Greene County*, 77 So.3d 1166 (2011)), by the approval of an ordinance or resolution; and

WHEREAS, all contracts entered into by a municipality are required to be signed by the City Manager (Title 11-43-21(7), *Code of Alabama, 1975*) and by the Mayor (Title 11-43-83, *Code of Alabama, 1975*); and

WHEREAS, municipalities in Alabama have the legal authority to create a Park and Recreation Board by virtue of Title 11-86-1, et seq., *Code of Alabama, 1975*; and

WHEREAS, if a municipality creates a Park and Recreation Board (“Board”), then in such event the Board shall be responsible for the direction, supervision and promotion of recreation programs and shall have control over all lands, buildings, equipment and other facilities assigned for recreation purposes pursuant to the authority of Title 11-86-3, *Code of Alabama, 1975*; and

WHEREAS, the City Council of the City of Vestavia Hills, Alabama created a Park and Recreation Board on December 7, 1981 by the approval and adoption of Ordinance Number 597; and

WHEREAS, the City Council amended Ordinance Number 597 on May 27, 2009 with the enactment of Ordinance Number 2258; and

WHEREAS, Ordinance Number 2258 reads in pertinent part as follows:

“SECTION SIX: POWERS AND DUTIES: The Board shall be responsible for the direction, supervision and promotion of such recreational programs as will contribute to the general welfare of the residents of the county or municipality. The Board shall have control over all lands, buildings, equipment and other facilities assigned for recreational purposes to the board by the municipal governing body.”; and

WHEREAS, Alabama law at Title 11-40-1, *Code of Alabama, 1975*, authorizes municipalities to acquire property by gift, devise or appropriation; and

WHEREAS, Title 11-86-5, *Code of Alabama, 1975*, provides that a municipal governing body may acquire lands, buildings and facilities for recreational purposes by means of purchase, lease, loan, gift or condemnation procedure and shall have power to accept financial and other aid and grants for recreational purposes from any public or private agency; and

WHEREAS, Title 11-47-19, *Code of Alabama, 1975*, provides that the City Council may establish, lay out and improve public grounds, parks and boulevards and regulate the same and may provide music and other exhibitions for the amusement of the inhabitants; and

WHEREAS, Title 11-47-211, *Code of Alabama, 1975*, authorizes a municipality in Alabama to acquire or lease lands, buildings, facilities and improvements suitable for public parks, playgrounds, athletic and other recreational uses; and

WHEREAS, Title 11-47-210.1, *Code of Alabama, 1975*, provides that all municipalities in Alabama have the power to acquire, operate, manage and control parks, playgrounds and other recreational and athletic facilities; and

WHEREAS, On May 31, 2017, the City of Vestavia Hills, Alabama (“City”) purchased from Store Capital Acquisitions, LLC the real estate and improvements commonly referred to as “the Gold’s Gym property” (“property”), which said property is more particularly described as follows:

Lot 2 and Lot 3, according to the Survey of CVS Vestavia, as recorded in Map Book 213, Page 31, in the Probate Office of Jefferson County, Alabama.

Title is derived by that certain deed dated May 31, 2017 filed in the office of the Judge of Probate of Jefferson County, Alabama on June 8, 2017 and recorded at Instrument #2017057813, pages 1-5; and

WHEREAS, the City, as part of the Community Spaces Project, constructed a new Civic Center consisting of approximately 100,000 square feet, for the purpose of use by citizens of the City of Vestavia Hills, Alabama for wedding receptions, anniversary celebrations and other parties, which will promote the health, safety, prosperity, comfort, order and convenience of the inhabitants of the City of Vestavia Hills; and

WHEREAS, the City Attorney, at the direction of the City Manager and request of the Director of Parks and Leisure Services prepared the following template contracts to be used, from time to time, in connection with the operation of the new Civic Center:

<u>Description</u>	<u>Exhibit Number</u>
Caterer Contract	1
Vendor Contract for Alcoholic Beverage Services	2
Rental Contract	3
Vestavia Hills Civic Center Rental Agreement	4
Vestavia Hills Parks and Pavilion Rental Agreement	5
New Merkle House Facility Agreement	6; and

WHEREAS, the City Council hereby approves the terms, provisions and conditions of all six (6) of the template contracts described above and marked as Exhibits 1, 2, 3, 4, 5 and 6; and

WHEREAS, the City Council finds and determines that it will save time and trouble, be expedient and convenient and promote the public interest to authorize and direct the City Manager and Director of Parks and Leisure Services to execute and deliver the said six (6) template contracts described above for and on behalf of the City of Vestavia Hills, from time to time, when citizens wish to utilize the Civic Center facilities; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF VESTAVIA HILLS, ALABAMA, AS FOLLOWS:

SECTION ONE: RECITALS. The Recitals set forth in the premises above are hereby incorporated into this Ordinance Number 3130 by reference as though set out fully herein.

SECTION TWO: EXHIBITS. The following Exhibits are attached hereto and incorporated into this Ordinance Number 3130 by reference as though set out fully herein:

<u>Description</u>	<u>Exhibit Number</u>
Caterer Contract	1
Vendor Contract for Alcoholic Beverage Services	2
Rental Contract	3
Vestavia Hills Civic Center Rental Agreement	4

Vestavia Hills Parks and Pavilion Rental Agreement	5
New Merkle House Facility Agreement	6

SECTION THREE: APPROVAL OF CONTRACTS. The City Council hereby approves the terms, provisions, conditions and substance of the six (6) template contracts described in Section Two above.

SECTION FOUR: AUTHORIZATION FOR THE EXECUTION AND DELIVERY. The City Manager and Director of Parks and Leisure Services are hereby authorized to execute and deliver the six (6) template contracts designated as Exhibits 1, 2, 3, 4, 5 and 6, from time to time, when citizens wish to utilize facilities at the Civic Center for and on behalf of the City of Vestavia Hills, Alabama.

SECTION FIVE: BOTH SIGNATURES REQUIRED. The signatures of both the City Manager and Director of Parks and Leisure Services are necessary to bind the City to the terms, provisions, conditions and substance of the six (6) template contracts designated as Exhibits 1, 2, 3, 4, 5 and 6.

SECTION SIX: ARTICLE AND SECTION HEADINGS. The article and section headings and captions contained herein are included for convenience only, and shall not be considered a part hereof or affect in any manner the construction or interpretation hereof.

SECTION SEVEN: SEVERABILITY. If any part, section or subdivision of this Ordinance Number 3130 shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this ordinance, which shall continue in full force and effect notwithstanding such holding.

SECTION EIGHT: POSTING OF ORDINANCE NUMBER 3130: If the City Council approves, enacts and adopts Ordinance Number 3130, as written or as amended, then in such event, said ordinance shall be posted in three (3) public places within the City as required by Title 11-45-8(b)(1), *Code of Alabama, 1975*.

SECTION NINE: EFFECTIVE DATE OF ORDINANCE NUMBER 3130. This Ordinance Number 3130 shall become effective five (5) days after posting in accordance with Title 11-45-8(b), *Code of Alabama, 1975*.

DONE, ORDERED, APPROVED and ADOPTED on this the 10th day of October, 2022.

CITY OF VESTAVIA HILLS, ALABAMA

By Ashley C. Curry
Ashley C. Curry
Mayor

ATTESTED BY

Rebecca Leavings
Rebecca Leavings
City Clerk

CERTIFICATION:

I, Rebecca Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance Number 3130 is a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Vestavia Hills on the 10th day of October, 2022 as same appears in the official records of said City.

Posted at Vestavia Hills Municipal Center, Vestavia Hills New Merkel House, Vestavia Hills Civic Center and Vestavia Hills Library in the Forest this the 13th day of October, 2022.

Rebecca Leavings
Rebecca Leavings
City Clerk

**STATE OF ALABAMA
JEFFERSON COUNTY**

CATERER CONTRACT

WITNESSETH THIS CATERER CONTRACT ("Contract"), made and entered into on this the ____ day of _____, 2022, by and between the City of Vestavia Hills, Alabama, a municipal corporation, (hereinafter referred to as "City") and _____, whose business address is _____ in the City of _____, Alabama _____ (hereinafter referred to as "Caterer").

WITNESSETH THESE RECITALS:

WHEREAS, the City of Vestavia Hills, Alabama is the owner of the real estate and improvements situated at 1090 Montgomery Highway (adjacent to the Vestavia Hills Municipal Center) in the City of Vestavia Hills, Alabama (hereinafter referred to as "Civic Center"); and

WHEREAS, the City established the Park and Recreation Board of the City of Vestavia Hills (hereinafter referred to as "Board") by the approval and adoption of Ordinance Number 2258 on May 27, 2009 pursuant to the authority of Title 11-86-1, et seq., *Code of Alabama, 1975*; and

WHEREAS, the Board operates the Civic Center for and on behalf of the City by providing facilities, programs and opportunities for the use of said facilities by resident citizens of the City; and

WHEREAS, the City has found and determined that offering to the residents of the City the opportunity to use some of the facilities in the Civic Center for the purposes of wedding receptions, anniversary celebrations and other such parties will promote the health, safety, prosperity, comfort, order and convenience of the inhabitants of the residents of the City of Vestavia Hills, Alabama; and

WHEREAS, the City has further found and determined that if citizens using space at the Civic Center wish to hire a Caterer to serve food and beverage (excluding alcohol) to their guests, then in such event it would be in the public interest for said citizens to hire a qualified and responsible caterer that the City has preapproved, to use the equipment and facilities at the Civic Center; and

WHEREAS, the City and Caterer wish to reduce their agreement to writing.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That in consideration of the mutual covenants, premises and promises contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged by each of the parties hereto, the City and Caterer mutually agree as follows:

Exhibit 1

I. RECITALS

The recitals set forth above are incorporated herein by reference as though set out fully herein.

II. AUTHORITY

City agrees that subject to compliance of Caterer with conditions established herein, Caterer is hereby given non-exclusive permission to provide catered food and beverage services (excluding alcoholic beverages) within the Civic Center facilities and premises subject to the terms, provisions and conditions set forth herein.

III. REPRESENTATION AND WARRANTY BY CATERER

Caterer represents, confirms and warrants that Caterer can and will fulfill the duties, the responsibilities and requirements of this contract as listed below. The signatory for Caterer represents and warrants that he/she has full authority to agree to the terms and conditions of this contract and enter into it. In the event that the Caterer is a corporate entity, signatory further represents that no further corporate or other approvals are necessary for this contract. The individual signing will assume personal liability for this contract, should the corporate Caterer contest such authority or should the entity otherwise be unable to comply with all of the terms of this contract.

IV. TERM OF CONTRACT

The term of this Caterer Contract shall be for a period of one (1) year beginning on _____, 2022 and ending on _____, 2023.

V. RENEWAL OF CONTRACT

The City and Caterer may renew this contract for two (2) separate one-year extensions by mutual written agreement.

VI. TERMINATION OF CONTRACT

Either party may terminate this contract by providing ninety (90) days advance written notice to the other party. If Caterer terminates this contract, then the written notice shall be by first-class mail, postage prepaid, to the City at 1032 Montgomery Highway, Vestavia Hills, Alabama 35216. If City terminates this contract, then the written notice shall be by first-class mail, postage prepaid, to the Caterer at _____ in the City of _____, Alabama _____.

VII. DUTIES, RESPONSIBILITIES AND LEGAL OBLIGATIONS OF THE PARTIES

A. CITY: During the term of this contract, and any extension thereof, the City shall perform and complete the following duties, responsibilities and legal obligations:

1. All room setups. All setups will be completed three hours before the event to ensure the caterer has time to set their portion of the event.
2. City staff will clean and vacuum banquet rooms before and after the event.
3. A City staff member and a catering staff member must sign the caterer out after the event is over and the check list is complete.
4. City will copy the Caterer on all correspondence with the client that pertains to the client's catering needs.
5. City will provide warming boxes (2), refrigeration and freezer space.
6. All alcohol will be provided by another vendor. No alcoholic beverage shall be served by Caterer.

B. CATERER: During the term of this contract, and any extension thereof, the Caterer shall perform and complete the following duties, responsibilities and legal obligations:

1. Caterer will treat City facilities as if they were their own.
2. Caterer agrees to work in compliance with the rules and regulations of the Alabama Health Department.
3. Caterer is to provide the City with copies of the following: City of Vestavia Hills business license, ServSafe certifications, and the most current health department inspection form. A Health Department inspection of Caterer's facility will be required annually.
4. Caterer will copy the City on all correspondence with the client to include but not limited to Banquet Event orders, setup requests and final invoice.
5. Caterer will send the final invoice to the City no later than 3 business days prior to the event.
6. If client has additional guests not included on the final invoice, the Caterer will invoice the City the following business day.
7. Caterer must provide all food wraps, carry-out containers, garbage bags, disinfectant to wipe down all containers on departure and any other items needed for meal service.
8. All equipment used, counters and sinks are to be cleaned by Caterer and ready for the next use.

9. All food related trash is to be disposed of by Caterer in the dumpster provided.

VIII. INDEMNITY

Caterer shall indemnify, hold harmless and defend the City of Vestavia Hills, Alabama, a municipal corporation, its City Manager, Parks and Recreation Board and its individual members, its Mayor and other elected public officials, employees, as Owner (hereinafter collectively referred to as the "Indemnitees") from and against any loss, damage or liability resulting from demands, claims, suits or actions of any character presented or brought for any injuries or illnesses, including death, to persons or for damages to property caused by or arising out of any negligent (including strict liability), wanton, reckless or intentional act or omission of Caterer, any of its contractors, invitees, guests, employees, participants or agents, or which otherwise arises out of, relates to, or is attributable to, Caterer's food and beverage catering services and use of the Civic Center and City facilities, equipment or premises. This indemnity shall apply whether the same is caused by or arises out of the joint, concurrent or contributory negligence of any person or entity. The foregoing indemnity shall include, but not be limited to, court costs, attorney's fees, costs of investigation, costs of defense, settlements and judgments associated with such demands, claims, suits or actions.

IX. INSURANCE

The Caterer shall purchase and maintain insurance policy coverages with liability limits of not less than as set forth below.

A. WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:

1. Workers' Compensation coverage shall be provided in accordance with the statutory coverage required in Alabama. A group insurer must submit a certificate of authority from the Alabama Department of Industrial Relations approving the group insurance plan. A self-insurer must submit a certificate from the Alabama Department of Industrial Relations stating the Caterer qualifies to pay its own workers' compensation claims.

2. Employer's Liability Insurance limits shall be at least:
- | | | |
|-----|-----------------------------|---------------------------|
| (a) | Bodily Injury by Accident-- | \$1,000,000 each accident |
| (b) | Bodily Injury by Disease-- | \$1,000,000 each employee |

B. COMMERCIAL GENERAL LIABILITY INSURANCE:

1. Commercial General Liability Insurance, written on an ISO Occurrence Form (current edition as of the date of Advertisement for Bids) or equivalent, shall include, but need not be limited to, coverage for bodily injury and property damage arising from premises and operations liability, products and completed operations liability, personal injury liability and contractual liability. The Commercial General Liability Insurance shall provide at minimum the following limits:

<u>Coverage</u>	<u>Limit</u>
(a) General Aggregate	\$2,000,000.00 per project
(b) Products, Completed Operations Aggregate	\$2,000,000 per project
(c) Personal and Advertising Injury	\$1,000,000 per occurrence
(d) Each Occurrence	\$1,000,000

2. Additional Requirements for Commercial General Liability Insurance:

(a) The policy shall name the Owner (being the City of Vestavia Hills, Alabama, a municipal corporation, its City Manager, Mayor, elected officials, employees, Parks and Recreation Board of the City of Vestavia Hills, its individual members and employees) as additional insureds, state that this coverage shall be primary insurance for the additional insureds; and contain no exclusions of the additional insureds relative to job accidents.

(b) The policy must include separate per event aggregate limits.

C. COMMERCIAL BUSINESS AUTOMOBILE LIABILITY INSURANCE:

1. Commercial Business Automobile Liability Insurance which shall include coverage for bodily injury and property damage arising from the operation of any owned, non-owned or hired automobile. The Commercial Business Automobile Liability Insurance Policy shall provide not less than \$1,000,000.00 Combined Single Limits for each occurrence.

2. The policy shall name the Owner, City of Vestavia Hills, Alabama, a municipal corporation, its City Manager, Mayor, elected officials, employees, Parks and Recreation Board of the City of Vestavia Hills, its individual members and employees, and their agents, consultants and employees as additional insureds.

D. COMMERCIAL UMBRELLA LIABILITY INSURANCE:

1. Commercial Umbrella Liability Insurance to provide excess coverage above the Commercial General Liability, Commercial Business Automobile Liability and the Workers' Compensation and Employer's Liability to satisfy the minimum limits set forth herein.

2. Minimum Combined Primary Commercial General Liability and Commercial/Excess Umbrella Limits of:

- (a) \$5,000,000 per occurrence
- (b) \$5,000,000 aggregate

3. Additional Requirements for Commercial Umbrella Liability Insurance:

(a) The policy shall name the Owner, City of Vestavia Hills, Alabama, a municipal corporation, its City Manager, Mayor, elected officials, employees, Parks and Recreation Board of the City of Vestavia Hills, its individual members and employees, and their agents, consultants and employees as additional insureds.

(b) The policy must be on an "occurrence" basis.

X. ADDITIONAL INSUREDS

The Caterer shall cause all of the insurance policy coverages described in Section IX of the Caterer Contract above (except for the Worker's Compensation coverages) to include:

A. The City of Vestavia Hills, Alabama, a municipal corporation, its City Manager, Mayor, elected officials, employees, Parks and Recreation Board of the City of Vestavia Hills, its individual members and employees, and their agents, consultants and employees as additional insureds for claims caused in whole or in part by the Caterer's negligent acts or omissions during the Caterer's operations and/or performance of the work; and

B. The City of Vestavia Hills, Alabama, a municipal corporation, its City Manager, Mayor, elected officials, employees, Parks and Recreation Board of the City of Vestavia Hills, its individual members and employees, and their agents, consultants and employees as additional insureds for claims caused in whole or in part by the Caterer's negligent acts or omissions during the Caterer's completed operations and/or performance of the work; and

C. The insurance policy coverages shall state that these coverages shall be primary insurance for the additional insureds; and

D. Contain no exclusions of the additional insureds relative to job accidents; and

E. The policies must be on an "occurrence" basis.

XI. PAYMENT BY CATERER TO CITY

In consideration of the City granting permission to the Caterer to use space, equipment and other facilities in the Civic Center for the purpose of serving food and beverages to attendees at social functions described in the premises above (i.e., clients of Caterer), the Caterer shall pay to the City an amount equal to ten percent (10%) of the total amount charged by the Caterer to the client for food and beverages for each social event.

The process, amount to be paid and time of payment, shall be as follows:

A. SUBMISSION OF COPY OF INVOICE: The Caterer shall, no later than three (3) days prior to the scheduled event, furnish to the City a copy of the final invoice to be submitted to the client. The invoice shall itemize the different charges by the Caterer to the client. Included in the invoice shall be a detailed list of the cost of food and beverages charged to the client.

B. AMOUNT OF FEE: The fee to be paid by Caterer to the City shall be an amount equal to ten percent (10%) of the total cost of food and beverages as shown on the invoice.

C. BILL FROM CITY TO CATERER: The City shall send a bill to the Caterer for the amount of the fee.

D. PAYMENT BY CATERER TO THE CITY: The bill from the City to the Caterer shall be paid in full by the Caterer no later than ten (10) days after the event.

E. EXAMINATION AND AUDIT OF BOOKS AND RECORDS: City and Caterer both agree that City reserves the right, during normal business hours and at its own expense, for an independent auditor of its choosing or its duly designated representative to examine Caterer's books and records in such detail as is necessary to determine compliance with the terms and provisions of this Agreement.

XII. COMPLIANCE WITH ALL LAWS, ORDINANCES AND REGULATIONS

Caterer shall, during the term of this contract and any extension thereof, comply with any and all federal, state and local laws, ordinances and regulations, including specifically, but not limited to, those laws, ordinances and regulations governing the furnishing of food and beverage, catering services, safety, health, sanitation and the operation of its food and beverage catering business. Upon request, Caterer will furnish to City copies of Caterer's current licenses and permits required by state or local governmental authorities for Caterer's business, including health inspection records for the prior twelve (12) months.

XIII. NO RELATIONSHIP BETWEEN CITY AND CATERER

A. CATERER IS AN INDEPENDENT CONTRACTOR: Caterer's relationship with the City of Vestavia Hills and the Park and Recreation Board of the City of Vestavia Hills shall be that of an independent contractor and not an employee of the City of Vestavia Hills or the Parks and Recreation Board of the City of Vestavia Hills. Each party will be solely responsible for wages, salaries and other amounts due to its respective employees or subcontractors. Each party shall be responsible for all reports and obligations regarding its employees concerning social security, income tax, unemployment insurance, workers compensation and security matters.

B. NO PARTNERSHIP, JOINT VENTURE OF AGENTS: Nothing in this contract shall be construed to place the parties in the relationship of partners or joint venturers or agents, and Caterer shall have no power to obligate or bind the City or Board in any manner whatsoever. Caterer agrees that it shall neither state nor imply, either directly or indirectly, that the Caterer, or its activities, other than pursuant to exercise of this contract, are supported, endorsed or sponsored by the City or Board and, upon the direction of the City or Board, shall issue express written disclaimers to that effect. Caterer shall not use the City or Board's name, trademarks or logos without the prior express written permission of the City. This contract does not constitute nor shall it be interpreted as approval for the use of the City's name or any of its trademarks, logos or other indicia without prior specific written approval of City.

C. NO SPONSORSHIP: Caterer acknowledges that its food and beverage catering services are not sponsored, operated, performed or endorsed in any way by the City or Board. Caterer will not represent nor imply that Caterer's catering business is sponsored, operated, performed or endorsed in whole or in part by the City or Board.

XIV. IMMIGRATION LAW

By signing this Caterer Contract, the contracting parties affirm, for the duration of the contract, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

XV. COMPLIANCE WITH TITLE 41-16-5, CODE OF ALABAMA, 1975, BOYCOTT LIMITATIONS

The Caterer represents and warrants that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade in violation of Title 41-16-5, *Code of Alabama, 1975*.

XVI. ASSIGNMENTS AND SUBCONTRACTING

Caterer may not assign this contract to another entity or delegate its rights and obligations under this contract without the prior written consent of the City.

XVII. MISCELLANEOUS:

A. NON WAIVER: The failure of the City to insist, in any one or more instances, upon a strict performance of any of the covenants of this contract, shall not be construed as a waiver, or a relinquishment for the future of such covenant, but the same shall continue and remain in full force and effect.

B. WAIVER OF MODIFICATION: Any waiver, alteration or modification of any of the provisions of this agreement or cancellation or replacement of this contract shall not be valid unless in writing and signed by the parties hereto. This contract may be amended at any time by written agreement of the parties signatory hereto.

C. NOTICES: Any and all notices required or permitted to be given under this agreement will be sufficient if furnished in writing and sent by first-class mail, properly addressed and postage prepaid, to the parties' last known address.

D. GOVERNING LAW: This contract shall be interpreted, construed and governed to the laws of the State of Alabama.

E. ARTICLE AND SECTION HEADINGS: The article and section headings and captions contained herein are included for convenience only, and shall not be considered a part hereof or affect in any manner the construction or interpretation hereof.

F. EXECUTION IN COUNTERPARTS: The contract may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

G. BINDING EFFECT: The contract shall inure to the benefit of, and shall be binding upon City and Caterer and their heirs, successors and assigns.

H. SEVERABILITY: In the event any provision of this contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

I. CONSTRUCTION OF TERMS: Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision. Any ambiguities of this

contract shall be construed fairly and equitably regardless of the participation of either party in drafting this contract. The reference in terms to gender and number shall be modified as may be appropriate.

J. ENTIRE AGREEMENT: This written contract contains the entire agreement between the City and the Caterer.

IN WITNESS WHEREOF, the City of Vestavia Hills, Alabama, a municipal corporation, and _____ have caused this agreement to be executed by their duly authorized officers and their respective seals to be affixed hereto on this the ____ day of _____, 2022.

CITY OF VESTAVIA HILLS, ALABAMA
A Municipal Corporation

By _____
Ashley C. Curry
Its Mayor

By _____
Jeffrey D. Downes
Its City Manager

ATTESTED

By _____

Insert name of Caterer

By _____
Its _____

ATTESTED:

By _____

**STATE OF ALABAMA
JEFFERSON COUNTY**

ACKNOWLEDGMENT

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Ashley C. Curry, whose name as Mayor of the City of Vestavia Hills, Alabama, a municipal corporation, is signed to the foregoing Caterer Contract, and who is known to me, acknowledged before me on this day that, being informed of the contents of the contract, he, as such officer and with full authority, executed the same voluntarily for and as the act of said City of Vestavia Hills, Alabama.

Given under my hand and official seal, this the ____ day of _____, 2022.

Notary Public

My Commission Expires:

SEAL

**STATE OF ALABAMA
JEFFERSON COUNTY**

ACKNOWLEDGMENT

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Jeffrey D. Downes, whose name as City Manager of the City of Vestavia Hills, Alabama, a municipal corporation, is signed to the foregoing Caterer Contract, and who is known to me, acknowledged before me on this day that, being informed of the contents of the contract, he, as such officer and with full authority, executed the same voluntarily for and as the act of said City of Vestavia Hills, Alabama.

Given under my hand and official seal, this the ____ day of _____, 2022.

Notary Public

My Commission Expires:

SEAL

**STATE OF ALABAMA
JEFFERSON COUNTY**

CORPORATE ACKNOWLEDGMENT

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that _____ whose name as _____ of _____, an Alabama _____, is signed to the foregoing Caterer Contract, and who is known to me, acknowledged before me on this day that, being informed of the contents of the contract, (s)he, as such officer and with full authority, executed the same voluntarily for and as the act of said _____

Given under my hand and official seal, this the ____ day of _____, 2022.

Notary Public

My Commission Expires:

SEAL

**STATE OF ALABAMA
JEFFERSON COUNTY**

VENDOR CONTRACT

WITNESSETH THIS VENDOR CONTRACT (“Contract”), made and entered into on this the ____ day of _____, 2022, by and between the City of Vestavia Hills, Alabama, a municipal corporation, (hereinafter referred to as “City”) and

_____ whose business address is _____ in the City of _____, Alabama _____ (hereinafter referred to as “Vendor”).

WITNESSETH THESE RECITALS:

WHEREAS, the City of Vestavia Hills, Alabama is the owner of the real estate and improvements situated at 1090 Montgomery Highway (adjacent to the Vestavia Hills Municipal Center) in the City of Vestavia Hills, Alabama (hereinafter referred to as “Civic Center”); and

WHEREAS, the City established the Park and Recreation Board of the City of Vestavia Hills (hereinafter referred to as “Board”) by the approval and adoption of Ordinance Number 2258 on May 27, 2009 pursuant to the authority of Title 11-86-1, et seq., *Code of Alabama, 1975*; and

WHEREAS, the Board operates the recently constructed Civic Center for and on behalf of the City by providing facilities, programs and opportunities for the use of said facilities by resident citizens of the City; and

WHEREAS, the new Civic Center has a 10,000 square foot ballroom and five additional meeting rooms; and

WHEREAS, the City has found and determined that offering to the residents of the City the opportunity to use some of the facilities in the Civic Center for the purposes of wedding receptions, anniversary celebrations and other such parties will promote the health, safety, prosperity, comfort, order and convenience of the inhabitants of the residents of the City of Vestavia Hills, Alabama; and

WHEREAS, the City has further found and determined that if citizens using space at the Civic Center wish to hire a Vendor to serve alcoholic beverages to their guests, then in such event it would be in the public interest for said citizens to hire a qualified and responsible vendor that the City has preapproved, to use the equipment and facilities at the Civic Center; and

WHEREAS, Vendor desires the opportunity to provide its goods and services to members of the general public who rent space and facilities at the new Civic Center for various functions; and

WHEREAS, the City has found and determined that it will be in the public interest to allow members of the general public who rent space in the Civic Center to employ Vendor to provide its goods and services to guests who attend those various functions; and

WHEREAS, the City and Vendor wish to reduce their agreement to writing.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That in consideration of the mutual covenants, premises and promises contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged by each of the parties hereto, the City and Vendor mutually agree as follows:

I. RECITALS

The recitals set forth above are incorporated herein by reference as though set out fully herein.

II. AUTHORITY

City agrees that subject to compliance of Vendor with conditions established herein, Vendor is hereby given non-exclusive permission to provide alcoholic beverage services within the Civic Center facilities and premises subject to the terms, provisions and conditions set forth herein.

III. REPRESENTATION AND WARRANTY BY VENDOR

Vendor represents, confirms and warrants that Vendor can and will fulfill the duties, the responsibilities and requirements of this contract as listed below. The signatory for Vendor represents and warrants that he/she has full authority to agree to the terms and conditions of this contract and enter into it. In the event that the Vendor is a corporate entity, signatory further represents that no further corporate or other approvals are necessary for this contract. The individual signing will assume personal liability for this contract, should the corporate Vendor contest such authority or should the entity otherwise be unable to comply with all of the terms of this contract.

IV. TERM OF CONTRACT

The term of this Vendor Contract shall be for a period of one (1) year beginning on _____, 2022 and ending on _____, 2023.

V. RENEWAL OF CONTRACT

The City and Vendor may renew this contract for two (2) separate one-year extensions by mutual written agreement.

VI. TERMINATION OF CONTRACT

Either party may terminate this contract by providing ninety (90) days advance written notice to the other party. If Vendor terminates this contract, then the written notice shall be by first-class mail, postage prepaid, to the City at 1032 Montgomery Highway, Vestavia Hills, Alabama 35216. If City terminates this contract, then the written notice shall be by first-class mail, postage prepaid, to the Vendor at _____ in the City of _____, Alabama _____.

VII. DUTIES, RESPONSIBILITIES AND LEGAL OBLIGATIONS OF THE PARTIES

A. CITY: During the term of this contract, and any extension thereof, the City shall perform and complete the following duties, responsibilities and legal obligations:

1. All room setups. All setups will be completed three hours before the event to ensure the Vendor has time to set their portion of the event.
2. City staff will clean and vacuum banquet rooms before and after the event.
3. A City staff member and a catering staff member must sign the Vendor out after the event is over and the check list is complete.
4. City will copy the Vendor on all correspondence with the client that pertains to the client's needs.
5. City will provide refrigeration and freezer space.
6. Only alcohol will be provided and served by Vendor.

B. VENDOR: During the term of this contract, and any extension thereof, the Vendor shall perform and complete the following duties, responsibilities and legal obligations:

1. Vendor will treat City facilities as if they were their own.
2. Vendor agrees to work in compliance with the rules and regulations of the Alabama Health Department.
3. Vendor is to provide the City with copies of the following: City of Vestavia Hills business license, any and all licenses required by the State of Alabama Alcoholic Beverage Control Board, ServSafe certifications, and the most current health department inspection form. A Health Department inspection of Vendor's facility will be required annually.
4. Vendor will copy the City on all correspondence with the client to include but not limited to Banquet Event orders, setup requests and final invoice.
5. Vendor will send the final invoice to the City no later than 3 business days prior to the event.
6. If client has additional guests not included on the final invoice, the Vendor will invoice the City the following business day.
7. Vendor must provide all garbage bags, disinfectant to wipe down all containers on departure and any other items needed for meal service.
8. All equipment used, counters and sinks are to be cleaned by Vendor and ready for the next use.

9. All alcohol related trash is to be disposed of by Vendor in the dumpster provided.

VIII. INDEMNITY

Vendor shall indemnify, hold harmless and defend the City of Vestavia Hills, Alabama, a municipal corporation, its City Manager, Parks and Recreation Board and its individual members, its Mayor and other elected public officials, employees, as Owner (hereinafter collectively referred to as the "Indemnitees") from and against any loss, damage or liability resulting from demands, claims, suits or actions of any character presented or brought for any injuries or illnesses, including death, to persons or for damages to property caused by or arising out of any negligent (including strict liability), wanton, reckless or intentional act or omission of Vendor, any of its contractors, invitees, guests, employees, participants or agents, or which otherwise arises out of, relates to, or is attributable to, Vendor's alcoholic beverage services and use of the Civic Center and City facilities, equipment or premises. This indemnity shall apply whether the same is caused by or arises out of the joint, concurrent or contributory negligence of any person or entity. The foregoing indemnity shall include, but not be limited to, court costs, attorney's fees, costs of investigation, costs of defense, settlements and judgments associated with such demands, claims, suits or actions.

IX. INSURANCE

The Vendor shall purchase and maintain insurance policy coverages with liability limits of not less than as set forth below.

A. WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:

1. Workers' Compensation coverage shall be provided in accordance with the statutory coverage required in Alabama. A group insurer must submit a certificate of authority from the Alabama Department of Industrial Relations approving the group insurance plan. A self-insurer must submit a certificate from the Alabama Department of Industrial Relations stating the Vendor qualifies to pay its own workers' compensation claims.

2. Employer's Liability Insurance limits shall be at least:
- | | | |
|-----|-----------------------------|---------------------------|
| (a) | Bodily Injury by Accident-- | \$1,000,000 each accident |
| (b) | Bodily Injury by Disease-- | \$1,000,000 each employee |

B. COMMERCIAL GENERAL LIABILITY INSURANCE:

1. Commercial General Liability Insurance, written on an ISO Occurrence Form or equivalent, shall include, but need not be limited to, coverage for bodily injury and property damage arising from premises and operations liability, products and completed operations liability, personal injury liability and contractual liability. The Commercial General Liability Insurance shall provide at minimum the following limits:

<u>Coverage</u>	<u>Limit</u>
(a) General Aggregate	\$2,000,000.00 per project
(b) Products, Completed Operations Aggregate	\$2,000,000 per project
(c) Personal and Advertising Injury	\$1,000,000 per occurrence
(d) Each Occurrence	\$1,000,000

2. Additional Requirements for Commercial General Liability Insurance:

(a) The policy shall name the Owner (being the City of Vestavia Hills, Alabama, a municipal corporation, its City Manager, Mayor, elected officials, employees, Parks and Recreation Board of the City of Vestavia Hills, its individual members and employees) as additional insureds, state that this coverage shall be primary insurance for the additional insureds; and contain no exclusions of the additional insureds relative to job accidents.

(b) The policy must include separate per event aggregate limits.

C. COMMERCIAL BUSINESS AUTOMOBILE LIABILITY INSURANCE:

1. Commercial Business Automobile Liability Insurance which shall include coverage for bodily injury and property damage arising from the operation of any owned, non-owned or hired automobile. The Commercial Business Automobile Liability Insurance Policy shall provide not less than \$1,000,000.00 Combined Single Limits for each occurrence.

2. The policy shall name the Owner, City of Vestavia Hills, Alabama, a municipal corporation, its City Manager, Mayor, elected officials, employees, Parks and Recreation Board of the City of Vestavia Hills, its individual members and employees, and their agents, consultants and employees as additional insureds.

D. COMMERCIAL UMBRELLA LIABILITY INSURANCE:

1. Commercial Umbrella Liability Insurance to provide excess coverage above the Commercial General Liability, Commercial Business Automobile Liability and the Workers' Compensation and Employer's Liability to satisfy the minimum limits set forth herein.

2. Minimum Combined Primary Commercial General Liability and Commercial/Excess Umbrella Limits of:

- (a) \$5,000,000 per occurrence
- (b) \$5,000,000 aggregate

3. Additional Requirements for Commercial Umbrella Liability Insurance:

(a) The policy shall name the Owner, City of Vestavia Hills, Alabama, a municipal corporation, its City Manager, Mayor, elected officials, employees, Parks and Recreation Board of the City of Vestavia Hills, its individual members and employees, and their agents, consultants and employees as additional insureds.

(b) The policy must be on an "occurrence" basis.

X. ADDITIONAL INSUREDS

The Vendor shall cause all of the insurance policy coverages described in Section IX of the Vendor Contract above (except for the Worker's Compensation coverages) to include:

A. The City of Vestavia Hills, Alabama, a municipal corporation, its City Manager, Mayor, elected officials, employees, Parks and Recreation Board of the City of Vestavia Hills, its individual members and employees, and their agents, consultants and employees as additional insureds for claims caused in whole or in part by the Vendor's negligent acts or omissions during the Vendor's operations and/or performance of the work; and

B. The City of Vestavia Hills, Alabama, a municipal corporation, its City Manager, Mayor, elected officials, employees, Parks and Recreation Board of the City of Vestavia Hills, its individual members and employees, and their agents, consultants and employees as additional insureds for claims caused in whole or in part by the Vendor's negligent acts or omissions during the Vendor's completed operations and/or performance of the work; and

C. The insurance policy coverages shall state that these coverages shall be primary insurance for the additional insureds; and

D. Contain no exclusions of the additional insureds relative to job accidents; and

E. The policies must be on an "occurrence" basis.

XI. PAYMENT BY VENDOR TO CITY

In consideration of the City granting permission to the Vendor to use space, equipment and other facilities in the Civic Center for the purpose of serving alcoholic beverages to attendees at social functions described in the premises above (i.e., clients of Vendor), the Vendor shall pay to the City an amount equal to ten percent (10%) of the total amount charged by the Vendor to the client for alcoholic beverages for each social event.

The process, amount to be paid and time of payment, shall be as follows:

A. SUBMISSION OF COPY OF INVOICE: The Vendor shall, no later than three (3) days prior to the scheduled event, furnish to the City a copy of the final invoice to be submitted to the client. The invoice shall itemize the different charges by the Vendor to the client. Included in the invoice shall be a detailed list of the cost of alcoholic beverages charged to the client.

B. AMOUNT OF FEE: The fee to be paid by Vendor to the City shall be an amount equal to ten percent (10%) of the total cost of alcoholic beverages as shown on the invoice.

C. BILL FROM CITY TO VENDOR: The City shall send a bill to the Vendor for the amount of the fee.

D. PAYMENT BY VENDOR TO THE CITY: The bill from the City to the Vendor shall be paid in full by the Vendor no later than ten (10) days after the event.

E. EXAMINATION AND AUDIT OF BOOKS AND RECORDS: City and Vendor both agree that City reserves the right, during normal business hours and at its own expense, for an independent auditor of its choosing or its duly designated representative to examine Vendor's books and records in such detail as is necessary to determine compliance with the terms and provisions of this Agreement.

XII. COMPLIANCE WITH ALL LAWS, ORDINANCES AND REGULATIONS

Vendor shall, during the term of this contract and any extension thereof, comply with any and all federal, state and local laws, ordinances and regulations, including specifically, but not limited to, those laws, ordinances and regulations governing the furnishing of alcoholic beverages and the operation of its alcoholic beverage business. Upon request, Vendor will furnish to City copies of Vendor's current licenses and permits required by state or local governmental authorities for Vendor's business, including State of Alabama Alcoholic Beverage Control Board records for the prior twelve (12) months.

XIII. NO RELATIONSHIP BETWEEN CITY AND VENDOR

A. VENDOR IS AN INDEPENDENT CONTRACTOR: Vendor's relationship with the City of Vestavia Hills and the Park and Recreation Board of the City of Vestavia Hills shall be that of an independent contractor and not an employee of the City of Vestavia Hills or the Parks and Recreation Board of the City of Vestavia Hills. Each party will be solely responsible for wages, salaries and other amounts due to its respective employees or subcontractors. Each party shall be responsible for all reports and obligations regarding its employees concerning social security, income tax, unemployment insurance, workers compensation and security matters.

B. NO PARTNERSHIP, JOINT VENTURE OF AGENTS: Nothing in this contract shall be construed to place the parties in the relationship of partners or joint venturers or agents, and Vendor shall have no power to obligate or bind the City or Board in any manner whatsoever. Vendor agrees that it shall neither state nor imply, either directly or indirectly, that the Vendor, or its activities, other than pursuant to exercise of this contract, are supported, endorsed or sponsored by the City or Board and, upon the direction of the City or Board, shall issue express written disclaimers to that effect. Vendor shall not use the City or Board's name, trademarks or logos without the prior express written permission of the City. This contract does not constitute nor shall it be interpreted as approval for the use of the City's name or any of its trademarks, logos or other indicia without prior specific written approval of City.

C. NO SPONSORSHIP: Vendor acknowledges that its alcoholic beverage services are not sponsored, operated, performed or endorsed in any way by the City or Board. Vendor will not represent nor imply that Vendor's alcoholic beverage services business is sponsored, operated, performed or endorsed in whole or in part by the City or Board.

XIV. IMMIGRATION LAW

By signing this Vendor Contract, the contracting parties affirm, for the duration of the contract, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore a contracting party found to be in violation of this provision shall be deemed in

breach of the agreement and shall be responsible for all damages resulting therefrom. (Title 31-13-9(k), *Code of Alabama, 1975.*)

XV. COMPLIANCE WITH TITLE 41-16-5, CODE OF ALABAMA, 1975, BOYCOTT LIMITATIONS

The Vendor represents and warrants that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade in violation of Title 41-16-5, *Code of Alabama, 1975.*

XVI. ASSIGNMENTS AND SUBCONTRACTING

Vendor may not assign this contract to another entity or delegate its rights and obligations under this contract without the prior written consent of the City.

XVII. MISCELLANEOUS:

A. **NON WAIVER:** The failure of the City to insist, in any one or more instances, upon a strict performance of any of the covenants of this contract, shall not be construed as a waiver, or a relinquishment for the future of such covenant, but the same shall continue and remain in full force and effect.

B. **WAIVER OF MODIFICATION:** Any waiver, alteration or modification of any of the provisions of this agreement or cancellation or replacement of this contract shall not be valid unless in writing and signed by the parties hereto. This contract may be amended at any time by written agreement of the parties signatory hereto.

C. **NOTICES:** Any and all notices required or permitted to be given under this agreement will be sufficient if furnished in writing and sent by first-class mail, properly addressed and postage prepaid, to the parties' last known address.

D. **GOVERNING LAW:** This contract shall be interpreted, construed and governed to the laws of the State of Alabama.

E. **ARTICLE AND SECTION HEADINGS:** The article and section headings and captions contained herein are included for convenience only, and shall not be considered a part hereof or affect in any manner the construction or interpretation hereof.

F. **EXECUTION IN COUNTERPARTS:** The contract may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

G. **BINDING EFFECT:** The contract shall inure to the benefit of, and shall be binding upon City and Vendor and their heirs, successors and assigns.

H. **SEVERABILITY:** In the event any provision of this contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

I. **CONSTRUCTION OF TERMS:** Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision. Any ambiguities of this contract shall be construed fairly and equitably regardless of the participation of either party in drafting this contract. The reference in terms to gender and number shall be modified as may be appropriate.

J. **ENTIRE AGREEMENT:** This written contract contains the entire agreement between the City and the Vendor.

IN WITNESS WHEREOF, the City of Vestavia Hills, Alabama, a municipal corporation, and _____ have caused this agreement to be executed by their duly authorized officers and their respective seals to be affixed hereto on this the ____ day of _____, 2022.

CITY OF VESTAVIA HILLS, ALABAMA
A Municipal Corporation

By _____
Ashley C. Curry
Its Mayor

By _____
Jeffrey D. Downes
Its City Manager

ATTESTED

By _____

Insert name of Vendor

By _____
Its _____

ATTESTED:

By _____

**STATE OF ALABAMA
JEFFERSON COUNTY**

ACKNOWLEDGMENT

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Ashley C. Curry, whose name as Mayor of the City of Vestavia Hills, Alabama, a municipal corporation, is signed to the foregoing Vendor Contract, and who is known to me, acknowledged before me on this day that, being informed of the contents of the contract, he, as such officer and with full authority, executed the same voluntarily for and as the act of said City of Vestavia Hills, Alabama.

Given under my hand and official seal, this the ____ day of _____, 2022.

Notary Public

My Commission Expires:

SEAL

**STATE OF ALABAMA
JEFFERSON COUNTY**

ACKNOWLEDGMENT

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Jeffrey D. Downes, whose name as City Manager of the City of Vestavia Hills, Alabama, a municipal corporation, is signed to the foregoing Vendor Contract, and who is known to me, acknowledged before me on this day that, being informed of the contents of the contract, he, as such officer and with full authority, executed the same voluntarily for and as the act of said City of Vestavia Hills, Alabama.

Given under my hand and official seal, this the ____ day of _____, 2022.

Notary Public

My Commission Expires:

SEAL

**STATE OF ALABAMA
JEFFERSON COUNTY**

CORPORATE ACKNOWLEDGMENT

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that _____ whose name as _____ of _____, an Alabama _____, is signed to the foregoing Vendor Contract, and who is known to me, acknowledged before me on this day that, being informed of the contents of the contract, (s)he, as such officer and with full authority, executed the same voluntarily for and as the act of said _____

Given under my hand and official seal, this the ____ day of _____, 2022.

Notary Public

My Commission Expires:

SEAL

THE CITY OF VESTAVIA HILLS, ALABAMA
PARKS AND LEISURE SERVICES
RENTAL CONTRACT

DATE: _____
LESSEE: _____ RESIDENT: _____ NON-RESIDENT: _____
ORGANIZATION NAME (If applicable): _____
ADDRESS: _____ EMAIL ADDRESS: _____
CITY/STATE/ZIP: _____
CONTACT (If different from above): _____ CELL: _____

By the execution of this contract, the Lessee accepts the terms listed in the facility agreement for facility rental and affirms that the details below and in the attached facility agreement are correct.

DATE REQUESTED: _____ NUMBER OF GUESTS: _____
FACILITY TO RESERVE: _____
PURPOSE: _____
DATE: _____ TIME: _____ TOTAL FEE: _____
SPECIAL REQUESTS: _____
LESSEE INSURANCE REQUIREMENTS: _____

ACCEPTED BY: _____

Printed Name

Signature

Date

Parks & Leisure Services Designated Signee

1090 Montgomery Highway Vestavia Hills, Alabama 35216
205-978-0166

THE CITY OF VESTAVIA HILLS, ALABAMA
PARKS AND LEISURE SERVICES
RENTAL CONTRACT

DATE: _____

LESSEE: _____ RESIDENT: _____ NON-RESIDENT: _____

ORGANIZATION NAME (If applicable): _____

ADDRESS: _____ EMAIL ADDRESS: _____

CITY/STATE/ZIP: _____

CONTACT (If different from above): _____ CELL: _____

By the execution of this contract, the Lessee accepts the terms listed in the facility agreement for facility rental and affirms that the details below and in the facility agreement, are correct.

DATE REQUESTED: _____ NUMBER OF GUESTS: _____

FACILITY TO RESERVE: _____

PURPOSE: _____

DATE: _____ TIME: _____ TOTAL FEE: _____

SPECIAL REQUESTS: _____

LESSEE INSURANCE REQUIREMENTS: _____

ACCEPTED BY:

Printed Name

Signature

Date

Parks & Leisure Services Designated Signee

1090 Montgomery Highway Vestavia Hills, Alabama 35216
205-978-0166

VESTAVIA HILLS PARKS AND PAVILION
FACILITY AGREEMENT
1032 MONTGOMERY HIGHWAY
VESTAVIA HILLS, ALABAMA 35216
205-978-0166

GENERAL RULES AND INFORMATION

RESERVATIONS

- A. Reservations may be made Monday – Friday, 8:30-4:30 by calling the Civic Center office or through an online application. The application may be completed at VHAL.org under “Reserve a Space” in the Parks and Recreation section.
- B. Deposit: A 50% deposit is due at the time of rental. Full payment is due 15 days before arrival.
- C. Hours of Operation: All parks and trails open at 6:30 am to Sunset, unless otherwise stated.

ACCESSIBILITY

The Vestavia Hills Parks is committed to the needs of individuals with disabilities. The Parks are accessible to disabled patrons as required by the ADA and applicable regulations.

ALCOHOL

Alcoholic Beverages are strictly prohibited at all parks and pavilions. The presence of alcohol will result in immediate cancellation.

ANIMALS

Dogs and cats are permitted in all parks. Pets shall be on a leash and under control of the owner at all times. Any solid excretion matter from said pet must be picked up from any surface area. Farm animals are not allowed.

CANCELLATION

Cancellation of the event less than 15 calendar days before the event shall result in a 25% forfeiture of the deposit. Cancellation of the event 15 calendar days prior to the event, shall result in a full refund minus a \$10.00 processing fee.

CLEAN UP AND DAMAGES

Trash receptacles are provided in the parks. We ask that you place all trash in the receptacles provided. Please carry with you all items brought in to the park (Ex: decorations, flowers, etc.) Additional charges will be incurred for non-compliance.

The lessee is responsible for the total cost of replacement and /or repairs for damages caused by the Lessee, attendees, agents, or employees of the Lessee. Lessee will be required to leave a valid credit card and authorization form on file as a security deposit for any damages. The Lessee will be notified of any damages.

CONDUCT AND BEHAVIOR

The lessee is responsible for the conduct of their participants, workers and guests. All rules and regulations of the Parks must be followed at all times. The Vestavia Hills Park and Recreation reserves the right to require any lessee, guest, attendee or other person to vacate the premises, at its sole discretion, in the event of any behavior or conduct (including excessive noise) which is inconsistent with the Park rules, regulations or policies.

DEPOSIT

A 50% deposit and a credit card are due at the time the execution of the agreement. The credit card will be held on file for any damages. The balance is due 15 calendar days before the event. If the event is within 15 days, the full balance is due at the time of the reservation. The deposit and balance may be paid by check, cash or by credit card.

DECORATIONS

The use of tape, staples, stick pins or Velcro are **strictly prohibited**. The use of confetti, bird seed, or similar items is prohibited. No open flame is permitted in the pavilion. Birthday cake candles are the exception.

FOOD AND BEVERAGE

Food and non-alcoholic beverages are allowed in all parks. Food Trucks are allowed, but must be pre-approved by the City. Civic Center Staff will give you contact information for Food Truck Approval.

HOURS

All parks and trails are open at 6:30 am till Sunset.

INCLEMENT WEATHER

Vestavia Hills Park and Recreation reserves the right to cancel the reservation in the event of inclement weather. The Civic Center office will be happy to reschedule the event or issue a full refund.

INDEMNITY

The Lessee does hereby indemnify and agree to hold harmless the City of Vestavia Hills, Alabama, its Mayor, members of the City Council, the Vestavia Hills Park and Recreation Board and its individual members, City Manager, City Clerk, agents, servants, employees and/or any one or more of any thereof against any claim, demand, loss, cost, damage, suits, actions, causes of action, payments, claims or other expenses resulting in or caused by personal injuries, death or property loss or damage from any occurrence or incident while in, on or about the leased premises during the rental term described above; provided, however, the undersigned does not indemnify the City of Vestavia Hills or any of its representatives for anything attributed to the willful and/or wrongful act of the City or its duly authorized agents or representatives. This indemnification shall extend to all claims, damages, losses and expenses for injury or damage to adjacent or neighboring property, or persons injured thereon, that arise out of, relate to, or result from activities

of the lessee and/or its guests. The undersigned expressly agrees and acknowledges that the rental and damage deposit charged by the City to the undersigned represents and constitutes a valid consideration for the execution of this indemnity agreement.

LOSS/THEFT

Attendees are solely responsible for safeguarding of any valuables. The Vestavia Hills Park and Recreation Board will not be responsible for any loss.

PARKS AND PAVILIONS AMENITIES

1. Altadena Park 2501 Lakeland Trail, 35243
 - 66-acre park (Scheduled updates will begin in 2023)
 - Opens at 6:30 am and closes at sunset
 - Parking is restricted to designated areas.
 - No golf carts, go-carts, motorcycles, four-wheelers, three-wheelers or any other type of off-road vehicle is permitted in the park.
 - Pets are allowed on a leash and under control at all times. Any solid excretion matter from said pet must be picked up from any surface area.
 - Hitting golf balls is prohibited.
 - Reservations are not needed.

2. Boulder Canyon Nature Trail 1289 Montgomery Highway, 35216
 - Trail begins at the Library in the Forest, features a nature trail with bridge and a waterfall.
 - Reservations are not needed.

3. Byrd Park 2109 Tyson Drive, 35216
 - Walking track
 - Playground
 - Picnic Area
 - Reservations not required.

4. Cahaba Heights Park 4401 Dolly Ridge Road, 35243
 - Open Green Space
 - Turfed baseball fields
 - Enclosed play ground
 - Dog Park
 - Reservations are not available.

5. Liberty Park Sports Complex 4700 Sicard Hollow Road, 35242
 - Two playgrounds
 - Soccer fields
 - Softball fields
 - Reservations are not available.

6. McCallum Park 3332 Rosemary Lane, 35216
 - Picnic tables with Pavilions
 - Grills to cook over open flame (personal grills not allowed)
 - Trails
 - Restrooms
 - The park cannot accommodate groups larger than 50.
 - Reservations are required.

7. Meadowlawn Park 4041 Dolly Ridge Road, 35243
 - Pavilion
 - Walking Trail
 - Playground
 - No restroom facilities.
 - Reservations are required

8. Miracle League Field 2521 Waldrige Road, 35216
 - The Miracle League field removes the barriers for children with mental and physical disabilities.
 - Custom rubberized fields
 - Located in Wald Park
 - No cleats allowed
 - Reservations are required

9. Sicard Hollow Athletic Complex (SHAC) 4851 Sicard Hollow Road, 35242
 - A. Pickleball/Futsal Courts:
 - 3 Pickleball/Futsal Courts for open play between 7:00am – 10:00pm
 - Courts are a first come, first serve basis.
 - Tennis shoes must be worn.
 - Lights may be turned on by pushing button located outside the court.
 - Do not remove Futsal or Pickleball nets. If they need removing, please contact Park & Rec at 205-978-0166
 - No Private or Professional lessons are permitted without the approval of Park & Rec Staff.
 - Water is the beverage of choice. No other drinks allowed on courts.
 - No pets allowed, except service pets.
 - No bicycles, skate boards/hoverboards, skates or roller blades allowed.
 - Children under 12 must be accompanied by an adult.

 - B. Multipurpose Fields
 - Turf multi-purpose fields
 - Playground
 - Registrations are not available

C. Splash Pad

- Open 9:00 am till Sunset, May 1 through September 30
- Water sprays are controlled by a button on the black stand. Once activated it will run 15 minutes. It will then need to be pushed again for water to come on.
- ADA accessible play ground with features for Autistic Children.
- Adult fitness stations
- Pavilion can be rented includes 6 picnic tables and a small room for serving.
- Restrooms
- Splash Pad cannot be rented. Pavilion can be rented.

C. Walking Trails

- Blue Cross Blue Shield sponsored the trail system.
- Approximately 1.3 miles long.
- Connects the athletic fields.

D. Dog Washing Station

- Located near the Splash Pad
- Cost of \$10.00 for usage

10. Wald Park 2521 Waldridge Road, 35216

A. Ball fields

- 3 Ball fields and 1 Miracle league field
- Reservations are not available.

B. Park

- Picnic Tables
- Restrooms
- Walking Track
- 2 Playgrounds
- Open green space
- Amphitheater (Not rented out at this time)
- Reservations are not available.

PARKING

Each park and pavilion have parking available for you use. Vehicles must be parked in designated parking areas. Charging for parking at any event is not permitted.

SMOKING

Vestavia Hills is a smoke-free city. Any smoking is limited to the parking lot..

TAX EXEMPTION

For tax exemption, you must have a Tax ID and be able to provide us a copy.

TEEN EVENTS

- Teen Events are defined as events for Teenagers between the ages of 13-19.
- One parent per every 25 teenagers, must be present for the duration of the event.
- If the event has over 75 teenagers, two police officers are required for duration of the event. All police will be ordered by the Civic Center. The cost is \$50 per hour with a minimum of four (4) hours. Every hour over 4 will be charged at \$50 per hour. No outside security will be allowed. This is to paid at rental time.

NEW MERKEL HOUSE
FACILITY AGREEMENT
2150 HOLLIS CROSSINGS
VESTAVIA HILLS, ALABAMA 35243
205-967-5977

GENERAL RULES AND INFORMATION

RESERVATIONS

- A. Reservations may be made Monday – Friday, 9:00-4:00 by calling The New Merkle House or through an online application. The application may be completed at VHAL.org under “Reserve a Space” in the Parks and Recreation section.
- B. Deposit: A 50% deposit is due at the time of rental. Full payment is due 15 days before the event date. A credit card form is due at the time of the execution of the agreement and held on file for any damages.
- C. Hours for Rental: Saturday – 8:00AM -8:00PM
- D. Rental time includes your setup, decorating, event, and clean up.
- E. Only residents may rent this facility.

ACCESSIBILITY

The New Merkel House is committed to the needs of individuals with disabilities. The New Merkel House is accessible to disabled patrons as required by the ADA and applicable regulations.

ANIMALS

Animals or pets are not permitted in The New Merkel House, with the exception of service animals, which may accompany individuals with disabilities in all areas of the facility.

BANDS/DJS

All bands and DJ's must provide their own equipment and adhere to the rules of the facility. Each event space is equipped with power. Please provide Event Manager with a copy of the contract with the band or DJ two weeks prior to the commencement of the event.

CANCELLATION

Cancellation of the event less than 30 calendar days before the event date shall result in a 25% forfeiture of the deposit. Cancellation of the event before 30 calendar days or more prior to the event, shall result in a full refund minus a \$10.00 processing fee.

CAPACITY

Total capacity is 127 people. If your event exceeds the building capacity, you will be notified and asked to reduce the number of attendees. Failure to comply will result in the event being closed down.

CLEAN UP AND DAMAGES

The New Merkel House staff will remove trash and clean the floors at the conclusion of the event. We ask that you place all trash in the receptacles provided. Please remove from the New Merkel House all items brought into the facility at the conclusion of the event, (Ex: decorations, linens, flowers, etc.). Additional charges will be incurred for non-compliance.

The Lessee is responsible for the total cost of replacement and/or repairs for damages caused by the Lessee, attendees, agents, or employees of the Lessee. Lessee will be required to leave a valid credit card and authorization form on file as a security deposit for any damages. The Lessee will be notified of any damages before the credit card is charged.

CONDUCT AND BEHAVIOR

The Lessee is responsible for the conduct of their participants, workers and guests. All rules and regulations of The New Merkle House must be followed at all times. The New Merkel House reserves the right to require any Lessee, guest, attendee or other person to vacate the premises, at its sole discretion, in the event of any behavior or conduct (including excessive noise) which is inconsistent with The New Merkel House rules, regulations or policies.

DEPOSIT

A 50% deposit and a credit card are due at the time of execution of the agreement. The credit card will be held on file for any damages. The remaining unpaid balance is due 15 calendar days before the event. If the execution of the agreement is within 30 calendar days of the event, the full balance is due at the time of the reservation. The deposit and balance may be paid by check, cash or by credit card.

DECORATIONS

The use of tape, staples, stick pins or velcro on any wall or door or hung from the ceiling is **strictly prohibited**. The use of confetti, bird seed, rice or similar items is prohibited. Candles must be flameless. Your Event Manager will be able to offer acceptable alternatives.

EXHIBITS

Floor plans must be provided to the Event Manager 30 days before the event.

FIRST AID/EMERGENCY SERVICES

Fire Codes will be adhered to in all event spaces. All events are subject to an inspection and approval of the Fire Marshall. The use of fog machines, untreated hay, straw, cotton bales or any other flammable decoration is prohibited. All utility panels, fire hose cabinets, standpipes, fire extinguishers and fire alarms must remain visible and accessible at all times.

FOOD

The New Merkel House does not have a kitchen for private use. The New Merkel House staff will provide ice. Please provide a container. Food and non-alcoholic beverages may be brought into the facility.

INDEMNITY

The Lessee does hereby indemnify and agree to hold harmless the City of Vestavia Hills, Alabama, its Mayor, members of the City Council, the Vestavia Hills Park and Recreation Board and its individual members, City Manager, City Clerk, agents, servants, employees and/or any one or more of any thereof against any claim, demand, loss, cost, damage, suits, actions, causes of action, payments, claims or other expenses resulting in or caused by personal injuries, death or property loss or damage from any occurrence or incident while in, on or about the leased premises during the rental term described above; provided, however, the undersigned does not indemnify the City of Vestavia Hills or any of its representatives for anything attributed to the willful and/or wrongful act of the City or its duly authorized agents or representatives. This indemnification shall extend to all claims, damages, losses and expenses for injury or damage to adjacent or neighboring property, or persons injured thereon, that arise out of, relate to, or result from activities of the lessee and/or its guests. The undersigned expressly agrees and acknowledges that the rental and damage deposit charged by the City to the undersigned represents and constitutes a valid consideration for the execution of this indemnity agreement.

LINENS

Linens are not provided.

LOSS/THEFT

The New Merkel House does not provide security for personal property or valuables. Attendees are solely responsible for safeguarding any valuables. The New Merkel House will not be responsible for any loss.

PARKING

The New Merkel House has approximately 100+ parking spaces. These parking spaces are shared with Cahaba Heights Park. There are no parking fees.

RATES

The Rate is \$125.00 per hour with a minimum of 2 hours. Rental time includes your setup, decorating, event, and clean up.

SMOKING

The New Merkel House is a smoke-free facility. Smoking is not permitted in the facility including vapor cigarettes. Smoking is allowed outside the facility in the parking lot.

SETUP

The table and chair setup for the room rented must be received by the facility 14 days in advance of the event. If it is not received, \$50.00 will be deducted from your deposit. The New Merkel House will provide one setup per day.

Strict adherence with all approved and documented setup plans, starting and end times is required. Additional charges will be imposed at the rate of \$100 per every half hour that extends beyond the scheduled time. Fire codes will be adhered to in all event spaces. Modification to a room setup will result in additional charges.

TAX EXEMPTION

For tax exemption, Lessee must have a Tax ID and be able to provide New Merkel House a copy.

TEEN EVENTS

- Teen Events are defined as events for Teenagers between the ages of 13-19.
- One parent per every 25 teenagers, must be present for the duration of the event.
- If the event has over 75 teenagers, two police officers are required for duration of the event. All police will be secured by the Event Manager. The cost is \$50 per hour with a minimum of four (4) hours. Every hour over 4 will be charged at \$50 per hour. No outside security will be allowed. This is to be paid The New Merkel House.
- The lessee is responsible for the total cost of replacement and /or repairs for damages caused by the Lessee, attendees, agents, or employees of the Lessee. Lessee shall leave a valid credit card and authorization form on file as a security deposit for any damages. The Lessee will be notified of any damages before the credit card is charged.