

**ORDINANCE NUMBER 3184**

**AN ORDINANCE TO AUTHORIZE THE CITY MANAGER AND DIRECTOR OF PARKS AND LEISURE SERVICES TO SIGN A REVISED CIVIC CENTER FACILITY AGREEMENT AND DEPOSIT FORM FOR FACILITY RENTAL**

**WHEREAS**, the Parks and Recreation Board recommended revisions to the existing Facilities Agreement for the Vestavia Hills Civic Center rentals. Revisions were recommended as follows: (1) Page 3 *“Birthday Parties in One Rebel Room (Room 140) to remove the sentence, “Meal items such as pizza and chicken nuggets must be ordered from the preferred vendors list.”;* and (2) on page 5, add the following paragraph, *“All rental spaces in the VHCC will require a \$100.00 refundable fee at the time of the signing of the contract. The fee may be refunded at the conclusion of the event upon Vestavia Hills Park and Leisure staff acceptance of the rooms return to its original condition.”;* and (3) page 5, under Food and Beverage, add *“Rental of any other space in the Civic Center will not require the use of preferred caterer.”;* (4) page 5, Food and Beverage to add *“Without the prior approval from the Vestavia Hills Park and Leisure staff, use of the warming kitchens in the Civic Center will be exclusive to the preferred caterers.”* Said corrections are indicated in red in the revised agreement marked as Exhibit A, attached to and incorporated into this Ordinance Number 3184; and

**WHEREAS**, the City Attorney reviewed the recommended revisions of the Facilities Agreement and Deposit Form and documented in a letter dated June 21, 2023 indicating that there are no legal issues with said recommendations. Said letter is marked as Exhibit A, attached to and incorporated into this Ordinance Number 3184 as if written fully therein; and

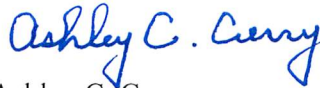
**WHEREAS**, the City Attorney drafted a replacement to the Facilities Agreement and Deposit Form, highlighting the changes and has recommended that the City Council accept said changes as detailed in the copy of the revised agreement, also marked “Exhibit A,” a copy of which is attached to and incorporated into this Ordinance Number 3184 as if written fully therein; and

**WHEREAS**, the Mayor and City Council feel it is in the best public interest to accept the recommendations of the Park Board and the City Attorney as detailed in the attached Exhibit A.

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

1. That Facilities Agreement and Deposit Form as detailed in the attached Exhibit A and recommended by the Vestavia Hills Parks and Recreation Board is hereby accepted as the official Facilities Agreement to be utilized at the Vestavia Hills Civic Center; and
2. This Facilities Agreement and Deposit Form shall be utilized for all tenants of the City's Civic Center; and
3. The City Manager and Director of Parks and Leisure Services are hereby authorized to sign said forms for rental of facilities at the Civic Center; and
4. This Ordinance Number 3184 shall become effective immediately upon approval and publishing/posting as required by Alabama law.

**ADOPTED and APPROVED** this the 10<sup>th</sup> day of July, 2023.



Ashley C. Curry  
Mayor

ATTESTED BY:

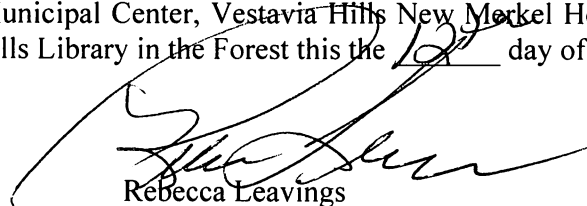


Rebecca Leavings  
City Clerk

**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 3184 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 10<sup>th</sup> day of July, 2023 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 10<sup>th</sup> day of July, 2023.



Rebecca Leavings  
City Clerk



VESTAVIA HILLS

**VESTAVIA HILLS CIVIC CENTER  
DEPOSIT FORM  
1090 MONTGOMERY HIGHWAY  
VESTAVIA HILLS, ALABAMA 35216  
205-978-0166**

DATE: \_\_\_\_\_

LESSEE: \_\_\_\_\_ RESIDENT: \_\_\_\_\_ NON-RESIDENT: \_\_\_\_\_

ORGANIZATION NAME (If applicable): \_\_\_\_\_

ADDRESS: \_\_\_\_\_ EMAIL ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP: \_\_\_\_\_

CONTACT (If different from above): \_\_\_\_\_ CELL: \_\_\_\_\_

DATE OF EVENT: \_\_\_\_\_ NUMBER OF GUESTS: \_\_\_\_\_

FACILITY TO RESERVE: \_\_\_\_\_

PURPOSE: \_\_\_\_\_

To reserve the above requested space, a \$100 cleaning fee deposit is required. This fee will be charged at the conclusion of your event, upon inspection of the Vestavia Hills Parks and Leisure Staff, if the space is not returned to its original condition.

Please choose the following option for your payment.

Credit Card # \_\_\_\_\_ Exp. Date \_\_\_\_\_ CVC \_\_\_\_\_

Name as it appears on Credit Card \_\_\_\_\_

Personal Check Check # \_\_\_\_\_ Bank \_\_\_\_\_

Name(s) as it appears on Check \_\_\_\_\_

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



VESTAVIA HILLS

VESTAVIA HILLS CIVIC CENTER  
FACILITY AGREEMENT  
1090 MONTGOMERY HIGHWAY  
VESTAVIA HILLS, ALABAMA 35216  
205-978-0166

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: \_\_\_\_\_

INSURANCE COVERAGE: \_\_\_\_\_

SPECIAL REQUESTS: \_\_\_\_\_

**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. Hours of Operation: Monday – Thursday 7:00 AM-9:00PM  
Friday – 7:00 AM – 5:00 PM  
Saturday – 8:00 AM – 5:00 PM  
Sunday – 1:00 PM – 5:00 PM

Hours may be extended on Friday and Saturday to 12:00 AM. **Rental time includes your setup, decorating, event, and clean up.**

## ACCESSIBILITY

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

## ALCOHOL

The Civic Center has specific guidelines for the sale of alcoholic beverages. These guidelines are outlined below:

- Provision of alcohol as part of the lessee event will require the use of the Civic Center's alcohol vendor. No alcohol will be allowed to be brought in the Civic Center premise except as provided by the Civic Center's alcohol vendor. Your event manager will provide the details.
- All lessee events with alcohol are required to utilize two off-duty Vestavia Hills Police Officers for the duration of the event. See pricing under Security.
- Alcohol will not be served to anyone under the age of 21.
- If the lessee states that alcohol will not be served and/or consumed and the facility discovers alcohol, the police will be called, the event will be closed down and deposit forfeited.

## ANIMALS

Animals or pets are not permitted in the Civic Center, with the exception of service animals, which may accompany individuals with disabilities in all areas of the facility.

## AUDIO VISUAL

The Civic Center is equipped to accommodate most audio visual and technological needs. Please contact the Event Manager for additional information.

## 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.

## BIRTHDAY PARTIES IN ONE REBEL ROOM (Room 140)

Birthday cakes, cupcakes, ice cream, homemade snack foods, and non-alcoholic beverages may be brought into the facility without the use of a preferred vendor. ~~Removed this sentence " Meal items such as pizza and chicken nuggets must be ordered from the preferred vendors list."~~

## BUSINESS LICENSE

Event Manager will be able to give you the information if a business license is needed. All exhibit shows will require a business license.

## CANCELLATION

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

## CAPACITY

ROOM #	SPACE	SQUARE FOOTAGE	CEILING HGHT	CONF	THEATER	CLASS-ROOM	BOOTH	BANQ
112	Magnolia Room	2,833	10'	50	196	90	n/a	144
117	Dogwood Room	2,774	10'	38	180	84	n/a	128
140	One Rebel Room	2,158	25'	n/a	n/a	n/a	n/a	104
208	Vestavia Hills Ballroom A/B	10,141	12'6"	n/a	733	344	47	600
233	Sara Wuska Conference Rm	413	10'	20*	n/a	n/a	n/a	n/a

\*The Conference Table will seat 12 and there is additional seating around the room.

All events must comply with the above occupancy limitations. Any event that exceeds building capacity will be asked to reduce the number of attendees. Failure to comply will result in the event being closed down.

## CLEAN UP AND DAMAGES

The Civic Center 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 Civic Center all items brought in to 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 need 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 Civic Center must be followed at all times. The Vestavia Hills Civic Center 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 Civic Center rules, regulations or policies.

## 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 will need to be flameless. Your Event Manager will be able to offer acceptable alternatives.

## DEPOSIT

A 50% fee deposit is due with a signed contract. The balance is due 15 days before the event. If the event is within 30 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.

### ADDED THE PARAGRAPH BELOW:

All rental spaces in the VHCC will require a \$100.00 refundable fee at the time of the signing of the contract. The fee may be refunded at the conclusion of the event upon Vestavia Hills Park and Leisure staff acceptance of the rooms return to its original condition.

## 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 AND BEVERAGE

The Vestavia Hills Civic Center requires the use of the Preferred Caterers in the Vestavia Hills Ballroom. The list is attached. Rental of any other space in the Civic Center will not require the use of preferred caterer. – (ADDED THIS LINE)

All Food and Beverages charges will be paid to the caterer. Wedding cake vendors will be required to purchase a one-day business license from the City, if they are not a preferred vendor.

Without the prior approval from the Vestavia Hills Park and Leisure staff, use of the warming kitchens in the Civic Center will be exclusive to the preferred caterers. –(ADDED THIS LINE)

## INDEMNITY

To the fullest extent permitted by law, the lessee shall defend, indemnify and hold harmless the City of Vestavia Hills, Alabama, a municipal corporation, its City Manager, Parks and Recreation Board and individual members, its Mayor and other elected public officials, employees, as Owner (hereinafter collectively referred to as the "Indemnitees") from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of, related to, or resulting from activities of the lessee and its guests, or anyone for whose acts they may be liable, resulting from activities of the lessee and its guests, or anyone for whose acts they may be liable, regardless of whether such claim, damage, loss or expense is caused in part or is alleged but not legally established to have been caused in whole or in part by the negligence or other fault of the party indemnified hereunder. 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.



## INSURANCE

Insurance is required for rental of the Vestavia Hills Civic Center. The lessee shall produce and deliver to the Event Manager a policy or certificate of insurance (COI) with the lessee as the named insured and providing for limits of liability equal to or greater than the coverage types and amounts provided below. Furthermore, the City of Vestavia Hills, Alabama, its City Manager, Parks and Recreation Board and its members, its Mayor and other elected officials and employees shall be listed as additional insureds on said policy or COI. The policy or COI shall require the insurance company to give the City of Vestavia Hills' Civic Center Event Manager written notice of any reduction or cancellation or coverage during the terms of the lease. Written notice shall be sent to Vestavia Hills Civic Center Event Manager, 1090 Montgomery Highway, Vestavia Hills, AL 35216.

Insurance requirements may be waived for events anticipating fewer than 500 attendees. The City of Vestavia Hills has a Tenant User Liability Insurance Program (TULIP) to assist lessees who find it difficult to obtain insurance coverage as referenced above. Please contact the Event Manager for more information.

### Required Coverage Type and Limits of Liability for Lessee:

General Liability: \$1,000,000 each occurrence, \$2,000,000 aggregate

Damage to Premises: \$300,000

Personal and Advertising Injury: \$1,000,000 each occurrence

## LINENS

Linens are not provided.

## LOSS/THEFT

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

## PARKING

The Civic Center has 185 parking spaces with an additional 100 at City Hall. There is a walking bridge provided between City Hall and the Civic Center 2<sup>nd</sup> floor. Charging for parking is not permitted by any user group.

## SECURITY

Two police officers are required for all events where alcohol is served. 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.

## SMOKING

The Vestavia Hills Civic Center is a smoke-free facility. Smoking is not permitted in the facility including vapor cigarettes. Smoking is allowed outside the facility in the designated smoking area.



**CITY OF VESTAVIA HILLS  
PARKS & RECREATION  
INTER-DEPARTMENT MEMO**

**July 10, 2023**

**To:** Jeff Downes, City Manager

**Cc:**

**From:** Jamie Lee

**RE:** Public Hearing - Ordinance Number 3184 - An Ordinance to authorize the City Manager and Director of Parks and Leisure Services to Sign a revised Civic Center Facility Agreement and Deposit Form for Facility Rentals at the Civic Center

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**Background:**

In accordance with a recommended change from the Vestavia Hills Park and Recreation Board, renters will no longer be required to use a preferred caterer for any rental spaces in the VHCC other than the ballroom. Additionally, a \$100 "cleaning deposit" will now be required to reserve any rentable space in the VHCC

**Recommendation:**

It is recommended that the City Council accept this change to the facility rental contract and deposit form to include the new changes related to use of preferred caterers and a cleaning deposit.

**Fiscal Impact:**

na

**Attachments:**

1. Ordinance 3184
2. Exhibit A Facilities Agreement with Boone Opinion

## RATES

ROOM #	SQUARE FOOTAGE	RESIDENT 4 HOURS	NON - RESIDENT HOURS	RESIDENT 8 HOURS	NON-RESIDENT 8 HOURS	ADD HOURS
112	2,833	\$300.00	\$400.00	\$600.00	\$800.00	\$100.00
117	2,774	\$300.00	\$400.00	\$600.00	\$800.00	\$100.00
140	2,158	\$125.00	\$175.00	\$250.00	\$350.00	\$100.00
208	10,141	\$600.00	\$700.00	\$1,200.00	\$1,400.00	\$100.00
233	413	\$125.00	\$175.00	\$250.00	\$350	\$100.00

## SETUP

The table and chair setup plan 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. We 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.

Move In/Move Out activities from an event space will utilize the Civic Center loading dock. No move in/move out will be allowed through the front doors of the facility.

## 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 secured by the Event Manager. The cost is \$50 per hour with a minimum of four (4) hours. Every hour over four hours will be charged at \$50 per hour. No outside security will be allowed. These security fees are paid to the Civic Center.
- 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 need to leave a valid credit card and authorization form on file as a security deposit for any damages. The Customer will be notified of any damages before the credit card is charged.

LESSEE SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

CITY MANAGER SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

PARKS & LEISURE  
DIRECTOR SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_