

SIBYL TEMPLE USER HOLD HARMLESS AGREEMENT

This Hold Harmless Agreement is required in order to make complete a reservation for use of the Sibyl Temple site. It is considered part of the use agreement established between the user and the Sibyl Temple Foundation.

I. RESERVATIONS:

The Sibyl Temple Foundation operates and maintains the Sibyl Temple site, and the Sibyl Temple Foundation reserves the right to reject any reservation request. Please note that your reservation is NOT complete until you receive confirmation from the Sibyl Temple Foundation. While every effort will be made to make the Sibyl Temple site private for parties having a reservation, it will be the ultimate responsibility of the party having the reservation to ensure controls are in place at such a time to prevent the general public from accessing the site.

II. DAMAGES: Lessee is required to remove all personal items, including decorations, linens, flowers, etc. Neither the Sibyl Temple Foundation, Vestavia Garden Club, nor the City of Vestavia Hills are responsible for any losses related to items remaining on the site.

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. If the space is not returned to its original condition at the conclusion of your event, the lessee will be notified of any charges for damages prior to the credit card being processed.

III. CONDUCT AND BEHAVIOR: Lessee is responsible for the conduct of event participants, workers and guests. All VHCC rules and regulations must be followed at all times. The Sibyl Temple Foundation 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 City ordinance or Sibyl Temple rules, regulations or policies.

IV. INDEMNITY: To the fullest extent permitted by law, the lessee shall defend, indemnify and hold harmless the Sibyl Temple Foundation, Vestavia Garden Club, and 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.

V. LOSS/THEFT: The Sibyl Temple Foundation, City of Vestavia Hills, and Vestavia Garden Club do not provide security for personal property or valuables prior to, during, or after an event regardless of whether the site has been reserved. Attendees are solely responsible for safeguarding any valuables. Lessee is required to remove all personal items, including decorations, linens, flowers, etc.

The Sibyl Temple Foundation, City of Vestavia Hills, and Vestavia Garden Club are not responsible for any loss, theft, or damage to personal property

VI. PARKING: Charging for parking is not permitted by any user group.

Signature

Date

Printed Name

Phone Number