

**STATE OF ALABAMA
COUNTY OF MOBILE**

**RENTAL AGREEMENT
MOBILE GOVERNMENT PLAZA
MOBILE, ALABAMA**

THIS AGREEMENT is made and entered by and between Mobile County, Alabama, acting by and through the Mobile County Commission (the County), and:

NAME: _____
EVENT: _____
CONTACT PERSON: _____
ADDRESS: _____
TELEPHONE #: _____
CELL #: _____
FEDERAL TAX ID #: _____

(the Licensee). This Agreement is not binding upon the County until approved by the Mobile County Commission in open meeting, and will be effective on that date.

WITNESSETH:

WHEREAS, the County owns and operates Mobile Government Plaza (the Facility) in Mobile, Alabama; and

WHEREAS, the Licensee desires to lease area(s) space in the Facility for the purposes and upon the terms set out herein;

NOW, THEREFORE, the County and the Licensee agree as follows:

1. The County grants to the Licensee the use and enjoyment of the following areas, including the necessary entrance and exit ways, lobbies, corridors, and sidewalks, at the following times and for the following fees, payable in advance:

<u>AREA</u>	<u>DATE</u>	<u>TIME</u>	<u>FEE</u>
____ ATRIUM	_____	_____	_____
____ AUDITORIUM	_____	_____	_____
____ MULTI-PURPOSE ROOM	_____	_____	_____
____ CEREMONIAL COURT ROOM	_____	_____	_____
____ PRE-CONFERENCE ROOM	_____	_____	_____

For the following purpose or event: _____
_____ and for no other purpose
or event without the written consent of the County.

2. The total fee(s) set out above shall be paid in full not later than _____. All amounts payable hereunder must be paid to the person designated in Paragraph 23. No monies or compensation of any form should be paid to any other representative of the County at any time.

3. The Licensee shall pay a damage and security deposit of \$_____, which shall bear no interest. Such deposit is not to be applied to the rental fees set out above. The deposit will be returned upon cancellation by the Licensee not less than ninety (90) days in advance. Thereafter, such deposit will be applied to any damage resulting from the Licensee's use of the Facility; provided, however, the Licensee shall remain liable for any damage in excess of the deposit. Should there be no damage in excess of the deposit, and should Licensee have fully paid all amounts due hereunder, the deposit (or the balance thereof) will be refunded within thirty (30) days after the event.

4. The Licensee shall provide the County a written, detailed description of the Event, in advance.

5. The Licensee shall also provide a full and complete floor plan for the Event and a description of all electrical and communication systems needs. The County reserves the right, as a condition of the Licensee's use of the Facility, to require such changes, deletions and additions in the floor plan as the County deems necessary to insure the safe and efficient operation of the Facility.

6. The County shall furnish on the date of use, without cost to Licensee, normal air conditioning or heat, overhead lighting, and restroom facilities. Failure to furnish any of the foregoing due to circumstances beyond the control of Operator shall not be construed as a breach of this Agreement. The County shall not furnish other services, equipment or personnel including, but not limited to guest services; traffic personnel; nursing or medical personnel; insurance; equipment other than as agreed; food or beverages; exhibit aisle and booth cleaning services; or move-in and move-out air conditioning and/or heat.

7. The Licensee must use County-furnished services and personnel. No exclusions or exceptions. Operator specifically reserves the right to determine the number of personnel required to perform any of the services described herein, whether provided at the Licensee's expense or by the Licensee.

8. The County may require Licensee to pay additional fees for special staffing and/or equipment rentals. The County shall provide Licensee a written estimate of all additional fees and may revise such estimate from time to time. The Licensee may be required to pay such fees in advance.

9. The Licensee shall use the Facility in a dignified manner with full regard for public safety and in conformity with the County's Rules and Regulations, as may from time to time be effective. All such Rules and Regulations are incorporated herein by reference. The Licensee shall not knowingly use the Facility, or knowingly permit its use by any employee, agent, patron or invitee, for any illegal purpose; in conflict with fire regulations or any other applicable law, ordinance, rule or regulation of any governmental authority, including the County; in any manner which could vitiate the insurance or increase the rate of insurance on the Facility; or in any manner which causes damage to the Facility.

10. The Licensee shall obtain at its own expense and maintain in full force and effect during the use or occupancy of the Facility, including move-in and move-out periods, a policy of comprehensive general liability insurance having limits of not less than \$1,000,000 for bodily and personal injury per person and \$3,000,000 each occurrence combined single limit for bodily injury and property damage, including coverages for personal injury, contractual liability, operation of mobile equipment, and products/completed operations. Such policy shall be issued by a company or companies licensed to do business in the State of Alabama, having at least an "AVIII" rating in the Current Best's Manual; shall be endorsed to be primary of all other valid and collectible coverages maintained by the County in respect to its activity at the Facility; and shall be written on an occurrence basis. Claims made policies are not acceptable. Such policy shall be specifically endorsed to cover this Agreement and specifically mention coverage for the indemnification found in Paragraph 11 hereof. **Each such policy shall name Mobile County, Alabama, its officers, agents and employees, as additional insureds.** Licensee shall furnish a certificate of insurance to the County not less than one week prior to use of the Facility. Should Licensee fail to do so, the County may terminate this Agreement without penalty.

11. Licensee shall indemnify and hold the County harmless from all loss, cost and expense arising out of any liability, or claim of liability, for injury or damages to persons or property sustained or claimed to have been sustained by reason of the use or occupancy of the Facility, whether such use is authorized or not, by any act or omission of Licensee or any of Licensee's officers, agents, employees, guests, patrons, or invitees. Further, Licensee shall pay for any and all damage to the property of the County, or loss or theft of such property, done or caused by such persons, regardless of amount and whether or not in excess of Licensee's deposit.

12. Licensee waives any and every claim which arises or may arise in its favor and against the County during or arising out of Licensee's use of the Facility, for any and all loss or damage covered by valid and collectible insurance policies, to the extent that such loss or damage is covered under such policies. Such waiver shall be in addition to, and not in derogation of, any other waiver or release contained herein with respect to any loss or damage to property of Licensee. Inasmuch as the waiver will preclude the assignment of any aforesaid claim by way of subrogation (or otherwise) to an insurance company (or any other person), Licensee is advised to provide each insurance company written notice of the terms of such waiver, and to have insurance policies properly endorsed, if necessary.

13. Licensee assumes full responsibility to safeguard display booths, advertising material, goods held for display and all other property owned or used by Licensee, or Licensee's guests and invitees. Licensee **hereby waives any and all claims against the County, its officers, agents and employees, for damage to or loss of the such property, unless resulting solely from the gross negligence or willful misconduct of the Operator.**

14. Licensee shall have the right, upon request, to conduct an inspection with the County, in advance, of the areas to be used by Licensee, and any existing damages or problems found in the inspection shall be noted in writing. All damage or problems noted during inspection may be repaired prior to Licensee's use of the Facility if, in the County's sole discretion, the repairs are necessary for Licensee's use of same.

15. If the Facility or any portion thereof is damaged by any act, omission, default or negligence of Licensee or Licensee's agents, subcontractors, employees, patrons, invitees, guests or any person admitted to Facility by Licensee, then Licensee will pay to the County, upon demand, in cash, a sum equal to the cost of repairing and restoring Facility to its condition as of the commencement of Licensee's use.

16. The County's obligations hereunder may be terminated or suspended if performance is delayed, prevented or rendered impractical by fire, flood, riot, earthquake, civil commotion, insurrection, acts of God, labor disputes, strikes, war, shortage of or inability to obtain materials, supplies or utilities, or any law, ordinance, rule or regulation. In any such event, the County shall be liable to Licensee only for repayment of all fees, including deposits, theretofore paid by Licensee.

17. The Facility and all areas therein shall at all times be subject to the County's right to control. The County retains the right to enforce all rules for the management and operation of such space. Representatives of the County shall at all times have the right to enter into areas utilized by Licensee without notice to Licensee.

18. The County shall have the right to use or permit the use of any portion of the Facility not utilized by Licensee by any other person, organization, or entity regardless of the nature of the use of such other space. The County shall have full and final authority as to the use of such space. Licensee agrees to cooperate in good faith with the County and the County's personnel and with those persons using other portions and areas of the Facility, especially during periods of ingress and egress, in order to make mutual use of the Facility harmonious and agreeable.

19. Licensee shall not display any advertising matter of any description inside, on front of, or on any part of the Facility except as approved by the the County. Unauthorized advertising matter will be removed, and any costs associated with such removal will be charged to Licensee. Licensee agrees that all advertising of its event will be honest and true and will include accurate information on show times and ticket prices.

20. The County may extinguish all lights in the Facility, cease operation of the air condition system, terminate service of any other utilities within the Facility, order evacuation of all or any portion of the Facility, including areas utilized by Licensee, or cause to be removed there from any person, material, equipment or other items if, in the County's judgment, circumstances of a dangerous or unusual nature have occurred, or County personnel reasonably believe are about to occur, and such action is necessary to secure the safety and welfare of persons and/or property. Licensee waives any rights and/or claims for damages against the County, its officers, agents and employees, in such eventuality.

21. If Licensee defaults in the performance of the terms and conditions of this Agreement, including payment of fees and maintenance of required insurance in strict accordance of this Agreement, and said default is not cured within ten (10) days after the County provides written notice of the default to Licensee, then the County, at its option, may immediately terminate this Agreement by written notice to Licensee. The County may also terminate any other contracts with Licensee. In addition, the Licensee shall be liable for all damages caused by such default.

22. Licensee may not assign this Agreement or any interest therein or permit the use of the authorized areas or any part thereof, without the prior written consent of the County. Any attempted assignment without the prior written consent of the County shall be null and void.

23. All notices required or permitted to be given to any party pursuant to this Agreement shall be in written form and delivered personally, or sent by registered or certified mail, return receipt requested, or by generally recognized, prepaid overnight air courier services. All such notices to either party shall be deemed to have been provided when delivered to entities addressed as below.

To Operator: Dena L. Pollard
Mobile County Public Information officer
205 Government Street
10th Floor – South Tower
Mobile, Alabama 36644-1001
Phone: 251-574-3208
Fax: 215-574-5101

To Licensee: To the contact person at the address shown of the first page of this Agreement.

24. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

25. All rights, powers, privileges conferred hereunder upon the County shall be cumulative and shall not be restricted to those given by law.

26. This Agreement shall be governed by, construed and enforced in accordance with laws of the State of Alabama. Venue for any litigation arising out of or in connection with this Agreement shall be in Mobile County, Alabama.

27. This Agreement contains the complete and exclusive agreement between the parties and is intended to be a final expression of their agreement. No promise, representation, warranty or covenant not included in this Agreement has been or is relied upon by either party. Each party has relied upon its own examination of the full Agreement and the provisions thereof, the counsel of its own advisors, and the warranties, representation, and the covenants expressly contained herein. No modification or amendment of this Agreement shall be in force or effect unless in writing executed by all parties hereto.

ATTEST:

MOBILE COUNTY, ALABAMA

John F. Pafenbach
County Administrator

BY: _____
President
Mobile County Commission

DATE: _____

WITNESS:

(LICENSEE)

Witness as to Licensee

BY: _____
Its: _____

DATE: _____