

APPLICATION FOR USE OF JAMES P. NIX CENTER

We the undersigned, hereby apply for the use of certain facilities at the James P. Nix Center and, in connection with said application, furnish the following:

1. We wish to use: _____ Ballroom
_____ Doris Chennell Room
2. Date requested: _____ Hours: from _____ to _____
3. Renters Name: _____ Phone (H): _____
Billing Address: _____ Phone (W): _____
City: _____ State: _____ Zip: _____ Phone (C): _____
Person to Contact: _____ Phone: _____
4. Approximate number of persons expected (Adults & Minors): _____
5. Purpose of use: _____
6. Will alcohol be served? _____ If so, it must be served by a licensed bartender. If cash bar is used or alcohol is sold, renter/caterer must show proof of proper ABC licensure.

We further stipulate that we have read and understand all the rules and regulations as set forth by the governing body of the City of Fairhope for the use of this facility and will abide by same and understand that if any required chaperons and/or law enforcement personnel are not present the function will be terminated.

Renter's Signature: _____ Date: _____

Fees paid: \$ _____ Check No.: _____ Date: _____ City Personnel: _____

James P. Nix Center Usage Cancellation Policy

Any and all cancellations and/or date changes must be in writing and signed by the same person who signed the application and paid the rental fees and must be given to the Banquet Manager not less than 30 days prior to the event. Fee refunds will be made, by check, less a \$10.00 or 20% handling charge, whichever is greater and will be delivered by mail. No fee refunds will be made for cancellations made within 30 days of the event.

I have read and understand the above policy.

Renter's Signature: _____ Date: _____

City Personnel: _____ Date: _____

INDEMNITY AND HOLD HARMLESS AGREEMENT

In consideration of the permission granted to me by the City of Fairhope to use the James P. Nix Center of the City of Fairhope, I hereby indemnify and hold harmless the City of Fairhope, its agents, servants and employees from any and all claims and causes of action that may arise from injury to me or third parties using the facilities at the James P. Nix Center who are injured or suffer property damage that is in any way caused by my use of the James P. Nix Center. This indemnity and hold harmless agreement is given to the City of Fairhope to protect the City and its agents, servants and employees from cost of defense and claims for injuries and damages that may be caused either directly or indirectly by my use of the James P. Nix center.

Person or Company giving Indemnity: _____ Date: _____

Application _____ Cancellation Policy _____ Indemnity _____ Deposit _____ Entered in Calendar _____

RESOLUTION NO. 1409-07

A RESOLUTION REPLACING RESOLUTION NO. 1074-04 SETTING FORTH THE RULES AND REGULATIONS FOR THE OPERATION OF THE JAMES P. NIX CENTER COMPLEX LOCATED AT ONE BAYOU DRIVE, FAIRHOPE, ALABAMA.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, as follows:

- I. The Fairhope Senior Citizen Department will have priority use of the James P. Nix Center. The Main Ballroom and the Doris Chennell Room may be rented to individuals or groups when available.

- II. RESERVATIONS
 1. Reservations shall be on a first come, first served basis, except for Governmental functions which shall take precedence over all other functions and may necessitate the cancellation or postponement of an event.
 2. Persons or groups wishing to reserve one or more of the facilities must complete, date, and sign an Application for Use of Activity Center form, Cancellation Policy, Indemnity/Hold Harmless Agreement, and pay the required rental deposit in order for the reservation to be entered on the Activities Calendar located in the James P. Nix Center. No reservations will be confirmed until the rent is paid.
 3. Cancellations or date changes must be in writing and signed by the same person who signed the application and paid the rental fees and must be given to the Banquet Manager at the James P. Nix Center not less than thirty (30) days prior to the event for any refund to be given. Fee refunds will be made by check, less a \$10.00 or 20% handling charge, whichever is greater. No refunds will be made for cancellations made within 30 days of the event.
 4. Groups that have events that occur annually and have rented the auditorium for at least five consecutive years shall have the right for advance booking provided that the date is requested and deposit paid prior to the current event.
 5. Religious groups may use the complex facilities for meetings, conventions, dinners, etc., but will not be permitted use of any part of the facility as a permanent sanctuary on a regular Sunday or weekday basis.
 6. Rental rates shall be as follows:

- a. Ballroom, \$485 per day; Doris Chennell Room, \$385 per day or \$100 per hour.
 - b. An hourly rate of \$20 per hour will be charged for each consecutive hour of use after 5:00 p.m. on weekdays and all day on weekends from the time the first person arrives until the last person leaves. This hourly charge will be \$50.00 per hour on recognized City holidays.
7. The rental fee includes tables, chairs, one-time set-up, and kitchen with its appliances and ice machine. Audio/visual equipment is also available upon request.
8. From 8:00 a.m. until 5:00 p.m. on regular working days of the City of Fairhope, when it is not being used by a paying group, the Nix Center may be used by:
 - a. the Fairhope Public Schools, when the principal requests, in writing, such use and rental fee waiver and the Director approves such use as one that will not interfere with the regular operations of the Nix Center.
 - b. Thomas Hospital, as long as it remains a not for profit community hospital, and the Administrator of the Hospital requests, in writing, such use and rental fee waiver, and the Director approves such use as one that will not interfere with the regular operations of the Nix Center.
 - c. any Fairhope community organization, whether senior or otherwise, which is not a commercial venture for private gain, and pays a membership fee of \$100.00 a year which allows said member organization use of the facility for free, as long as their use will, at the Nix Center Director's opinion, not interfere with the regular operations of the Nix Center. This includes civic groups, churches, or clubs such as coffee clubs, investments clubs, etc. Clubs whose members are all members of the Nix Center do not have to pay the \$100.00 a year membership fee.
 - d. After 5:00 p.m., only the Fairhope Public Schools or Thomas Hospital may use the Nix Center with a waiver of rental fees provided it has not been booked by a paying customer.
11. Any and all requests for a waiver of rental fees must be in writing with a signature, and a waiver of rental fees does not mean a waiver of cleaning fees

and hourly fees. Cleaning fees and hourly fees will still apply to any and all groups renting the facility.

12. The Mayor and the City Budget and Finance Committee, which is made up of three city council members, have sole discretion to waive the rental fee for other non-profit groups whom they deem to be offering a service for the Fairhope Citizens.
13. The City of Fairhope, its departments and agencies, and city sponsored functions shall be exempt from rental fees provided the functions will improve the skills, finances, or betterment of the sponsoring department or portray the City of Fairhope in the best light for the good and benefit of the citizens of Fairhope. This does not relieve the said departments from clean-up, cleaning fees, security responsibilities or any of the Rules & Regulations set forth in this Resolution.

III. RULES AND REGULATIONS

1. The number of Ballroom seating is to be given at the time of booking. Maximum seating and/or crowd capacity will be as per the Fire Code. Fire and exit lanes will be open at all times. Chairs will not be disconnected and moved into aisles.
2. Access to the building must be arranged with the Banquet Manager.
3. Members and guests of the James P. Nix Center shall have priority of parking spaces. During normal operating hours, 8:00 a.m. until 5:00 p.m., renters may use the parking area across the street from the Nix Center on Bayou Drive.
4. Law Enforcement Personnel and/or chaperons must be approved by the Fairhope Chief of Police and will be present during entire event. Events requiring Law Enforcement Personnel and/or chaperons include any event open to the public where alcohol is being served, any school function, or any function at which security is deemed necessary by the Banquet Manager.
5. The furniture, tables and chairs in the Doris Chennell Room will not be moved. Tables and chairs may be moved in the Ballroom by renters.
6. The Banquet Manager will be the final authority regarding decorations:

- a. The James P. Nix Center does not provide cloth linens. However, paper tablecloths are available for a small fee.
 - b. Decorations must be placed on the day of the event. No equipment or materials will be placed in the Ballroom or in the Doris Chennell Room prior to the day and time of use unless approved by the Banquet Manager.
 - c. No painting of any type will be permitted inside the facility.
 - d. All decorations are to be free-standing or approved by the Banquet Manager. No nails, tacks, brackets or self-adhesive tape will be allowed on or in the walls, ceilings, floors, or any material that will deface, mar, or damage a finished surface.
 - e. No shaving cream, toilet paper, silly string, rice, birdseed, sparklers, glitter, confetti (including decorative jewels), or the like will be thrown or used for decoration inside or outside the facility. All candles must be self-contained. If any of these is found on the floor there will be additional clean-up/damage fees.
 - f. Only rose petals, lavender, or bells are permitted at the James P. Nix Center when the bride and groom are leaving.
 - g. All decorations must be removed following an event before the renter leaves the premises. Decorations that are to be shared with other groups may be left in place if prior arrangements are made with and approved by the Banquet Manager.
7. In order to maintain health standards as required by state and county regulations, all users of the kitchen must comply with the following:
- a. All pots, pans, trays, plates, saucers, cups, serving dishes, glasses, and silverware belonging to the James P. Nix Center are to be used by City Personnel only and are to be washed before use.
 - b. After food serving has been completed, and before leaving the complex, all items listed in 7.a. will be washed and separated (all spoons together, etc.) and stored in proper locations as found prior to use. Tables will be cleaned.

- c. The kitchen, along with its appliances and equipment, will be used only by City Personnel or in conjunction with the rental of the Ballroom or the Doris Chennell Room.
 - d. The renter must provide a licensed catering service for their event. The renter and/or caterer serving food/drink will furnish own pots, pans, trays, plates, saucers, cups, serving dishes, glasses, and silverware all of which will be washed before use.
 - e. Alcohol must be served by a licensed bartender or caterer. If a cash bar is used or alcohol is sold, renter/caterer must show proof of proper ABC licensure.
 - f. All equipment and appliances including stoves, ovens, microwaves, refrigerators, sinks, work areas, utility carts, slicing equipment, coffee and tea urns, keg coolers, and ice chests will be cleaned after use.
 - g. Grease shall be disposed of properly by renter or caterer.
 - h. It is the responsibility of the renter to inform the caterer and other vendors of the rules and regulations. The caterer and/or renter are responsible for ensuring that the kitchen is clean and returned back to us as delivered. The Banquet Manager can provide a detailed list of responsibilities.
8. Garbage and Debris:
- a. All loose debris, including cups, plates, napkins, cans, and bottles on tables, countertops, and other areas throughout the building must be removed and disposed of properly before leaving the premises.
 - b. Only garbage bags and dishtowels will be furnished by the City. Any other accessories will not be furnished by the City.
 - c. All garbage and debris will be removed from the building by the renter as needed during and at the close of the function before leaving the premises.
 - d. All garbage bags must be tied and placed in the garbage containers provided outside the facility.

- e. The City will not clean up debris left by a decorating group. All debris is to be hauled off by the renter.
9. Permission from the Banquet Manager will be required for any person or group to bring into the building and use an appliance with special power requirements.
10. If a sound or lighting system is required it must be furnished by the renter.
11. A fee will be charged for use of the piano. The piano will remain in the Ballroom at all times. Nothing will be placed or stored in or on this instrument.
12. If children are present during your function, they must be supervised at all times. Any damaged or broken items caused from lack of supervision will be the renter's responsibility.
13. All personal equipment, supplies, decorations, and other materials will be removed at the close of the activity.
14. No inventory items, such as chairs, tables, podiums, movie projectors, screens, kitchen utensils, pots, pans, silverware, dishes, etc. will be loaned or permitted to be removed from the premises under any condition.
15. All groups and organizations are responsible for their own clean-up of the kitchen, decorations, garbage, and debris. Anything brought in by the renter and/or caterer must be removed by the renter and/or caterer. It is the responsibility of the renter to ensure that the Rules and Regulations are adhered to. The Banquet Manager will review the clean-up schedule prior to the function and will conduct an inspection after the function to assess whether or not additional clean-up fees will be charged. An additional clean-up fee at the rate of \$20.00 per hour will be charged for any time and/or required personnel necessary to complete the responsibilities of the renter.
16. Additional fees will be charged for any damaged or missing items which include, but are not limited to, any broken or missing items from the facility, and carpet and/or tile restoration (coolers and other heavy equipment may not be dragged across the floors at the James P. Nix Center).

17. The James P. Nix Center is a smoke-free facility. In compliance with City Ordinance No. 1311, “smoking is prohibited within a reasonable distance often (10) feet outside an enclosed area where smoking is prohibited, so as to ensure that tobacco smoke does not enter the area through entrances, windows, ventilation systems or other means.” The area around the fountain outside the main entrance is a designated smoking area. It is the renter’s responsibility to ensure that all personnel at their function are made aware of and adhere to this Ordinance.

The Council reserves the right to amend, delete, adjust, or waive any and all stipulations set out herein.

ADOPTED this 10th day of September, 2007.

Timothy M. Kant, Mayor

Attest:

Geniece W. Johnson, City Clerk