

STATE OF ALABAMA )

COUNTY OF MADISON )



## **FACILITY RENTAL CONTRACT**

This contract for the rental of the below described venue (“contract”) by and between, PMS Enterprises, Inc. d/b/a The Event Center at Roto-Rooter - Huntsville, (“Owner”), and \_\_\_\_\_ Renter”) and shall be effective on the date of the last signature of either party to this contract.

Owner agrees to temporarily lease to Renter, and Renter agree to temporarily lease from Owner the following described venue, subject to the following terms and conditions.

Business Address: 1435 Paramount Drive Huntsville, Alabama 35806

Description of Venue Event: \_\_\_\_\_

Rental Price: \$ \_\_\_\_\_

Refundable Damage Deposit: \$ \_\_\_\_\_

### ADDITIONAL PROVISIONS:

- Rental Period and Use of Premises.** Renter shall have access to the above described Event center at Roto-Rooter (also referred to as the “premises”) beginning on \_\_\_\_\_ until \_\_\_\_\_ for the sole purposes of hosting Renter’s event. Renter shall not use or occupy the premises, or permit the premises to be used or be occupied, in any manner that is unlawful, or that would violate any certificate of occupancy issued for the Premises, or that would vitiate or any increase the premium charged for insurance on the Premises or building or that would cause damage to or waste upon the building, that would constitute a public or private nuisance, or that would disturb the quiet enjoyment of others.
- Payment.** Payment of the Rental Price shall be due from Renter to Owner at a rate of ½ at time upon execution of this contract. The remaining amount will be due prior to the events schedule date and time.
- Damage Deposit.** Payment of the Refundable Damage Deposit shall be due from Renter to Owner upon execution of this contract. Renter agrees that if Owner’s property is damaged in any way by Renter, Renter’s guests, invitees, attendees, employers, contractors or volunteers, in the

sole and absolute discretion of the Owner, that Renter shall be liable for that damage and shall pay to Owner, upon demand, the amount necessary to restore the premises to its original condition. Owner may apply the Refundable Damage Deposit to any costs incurred as a result of Renter, or Renter's guests, invitees, attendees, employers, contractors or volunteers, damage to the premises. If no damage occurs, in the sole and absolute discretion of the Owner, Owner shall return the Refundable Damage Deposit to Renter within fourteen (14) days.

4. **Insurance.**

- a. If Renter is an individual, Renter agrees to provide proof of their personal insurance coverage (e.g. Homeowner's or Tenant's Policy) stating Liability limits of at least \$250,000, including damage to Owner's property, naming PMS Enterprises, Inc. d/b/a The Event center at Roto-Rooter - Huntsville as Additional Insured. Proof of coverage shall come as a Certificate of Insurance, dated for the event and delivered to Owner at least 14 days prior to the event. The insurance specifications listed above shall not limit of liability for any claim made against the Individual Host.
- b. If Renter is a Corporation, Group or Business (whether profit or non-profit) agree to provide proof of Commercial General Liability insurance with limits not less than \$1,000,000 per occurrence, \$2,000,000 aggregate, including damage to Owner's property, naming PMS Enterprises, Inc. d/b/a The event center at Roto-Rooter - Huntsville as Additional Insured. This General Liability insurance shall be primary and non-contributory. Proof of coverage shall come as a Certificate of Insurance, dated for the event and delivered to 1435 Paramount Drive, Huntsville, AL. 35806 at least 14 days prior to the event. The insurance specifications listed above shall not limit of liability for any claim made against the contracting party.

5. **Vendors and Caterers.** If services of Vendors or Caterers are utilized as part of the event, all Vendors and Caterers agree to provide proof of Commercial General Liability insurance with limits not less than \$1,000,000 per occurrence, \$2,000,000 aggregate, including property damage to Owner's property, naming PMS Enterprises, Inc. d/b/a Roto-Rooter - Huntsville as Additional Insured. This General Liability insurance shall be primary and non-contributory. Statutory Workers Compensation shall be provided for all employees, independent contractors and sub-contractors of any tier and shall include a Waiver of Subrogation in favor of PMS Enterprises, Inc dbaThe Event center at Roto Rooter. Proof of coverage shall come as a Certificate of Insurance, dated for the event. It shall be the responsibility of the Renter to communicate this requirement to each Vendor and Caterer and deliver the Vendor(s) and/or Caterer(s) Certificate of Insurance to 1435 Paramount Drive at least 14 days prior to the event. All Vendors and Caterers must be pre-approved by The Event Center at Roto-Rooter Director Ashlyn Smith. The insurance specifications listed above shall not limit of liability for any claim made against the Vendor(s) or Caterer(s).

6. **Parking.** Owner assumes no liability for any damage to any vehicle or its contents while on Owner's property. Parking is not permitted on any sidewalk, grassy areas, or any other non-road areas. Parking space on Owner's property is limited. Renter agrees to inform its guests and invitees of the stated parking requirements.

7. **Alcohol.** Under no circumstances may alcohol be brought onto Owner's property by Renter or Renter's guests or invitees. Any individual, including the Renter who does not comply with this policy will be asked to immediately leave.

8. **Illegal Substances.** The use or possession of any legal substances on the premises is prohibited.
9. **Security.** Unless otherwise agreed, Owner does not provide any third party security services. Security of Renter's property is Renter's responsibility. Any property left on the premises will not be protected by Owner. Renter may make arrangements for outside security so long as Owner is notified.
10. **Chaperones.** Any person under the age of eighteen (18) must be accompanied by an adult at all times.
11. **Smoking.** Smoking is not permitted in the premises nor twenty (20) feet from the outside of any entrance.
12. **Decorations.** Event Center Director must approve all decorations being used. No sticky tape, Command Hooks, putties or similar items are allowed on any surfaces. No nails or hooks may be used on any surface. Decorations may not be attached to the walls, floors, lighting fixtures, or ceilings. No glitter or fog machines are allowed. No candles may be lit unless approved by Event Center Director Ashlyn Smith. Any permitted decorations must be removed immediately following the event.
13. **Cleanup.** Renter agrees to be responsible for cleaning up any areas used on the premises. The premises shall be returned to Owner in the same condition as it was at the time that Renter took possession of the premises. Renter will be responsible for the removal of all trash, including the removal of all food, beverages, containers, and outside rental vendor's rental equipment.
14. **Force Majeure.** Should a natural disaster, fire, war or other event out of the control of both parties occur that would prevent the event from occurring, this contract shall be terminated and Renter shall be entitled to a return of the Rental Price and the Refundable Damage Deposit. However, the illness of Renter or its guests shall not be considered under this section.
15. **Hold Harmless and Indemnification.** Renter, to the fullest extent permitted by law, shall hold harmless and indemnify Owner, its Directors, Officers, Shareholders, Employees, Contractors and Volunteers against any and all claims, damages, losses and expenses, including, but not limited to, attorney's fees, and fees arising out of or resulting from any events at the premises or the use of the premises.
16. **Binding Effect.** This contract is binding upon and shall inure to the benefit of all parties hereto, their respective heirs, successors, legal representative and assigns.
17. **Singular and Plural.** Unless the context requires otherwise, singular words may be construed as plural, and plural words may be construed as singular.
18. **Governing Law.** This contract shall be governed and interpreted in accordance with the laws of the State of Alabama.
19. **Entire Agreement.** This contract states the entire agreement between the parties and merges in this agreement all statements, representations, and covenants heretofore made, and any other agreements not incorporated herein are void and of no force and effect.
20. **Severability.** If any term or provision of this contract is held to be illegal, invalid, unenforceable,

or inoperative as a matter of law, then the remaining terms and provisions shall not be affected thereby but shall be valid and in full force and effect.

21. **Cancellations.** Renters may cancel up to 1 month prior to the rental date by submitting in writing the cancellation requests to receive a refund of the rental amount, however, upon cancellation, the renter will forfeit their damage deposit. For cancellations made within 1 month prior to the rental date, renters will forfeit their damage deposit and half rental fee that was required to execute this contract.
22. **Overtime Extensions.** For any renters or guests or property that have not left the premises by the designated end time of the event, the above-named renter will be charged two times the hourly rental price, which is \$200 times 2, for any minute on each additional hour.
23. **Modifications.** No extensions, changes, modifications, or amendment to this contract shall have any force or effect unless shown in writing executed by the parties.

WITNESS OUR HAND AND SEAL this the \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

**Owner:**

PMS Enterprises, Inc. d/b/a The Event center at Roto-Rooter - Huntsville hereby agrees to lease the above described real property according to the terms and conditions stated above.

\_\_\_\_\_  
PMS Enterprises, Inc. by Its President  
Paul Smith or Event Center Director Katie Smith

**Renter:**

\_\_\_\_\_, hereby agrees to rent the above described property according to the terms and conditions stated above.

**Renter Information**

Printed Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Phone: \_\_\_\_\_

Instrument Prepared By:  
Brodowski, McCurry, Maynor & Miller  
415-A Church Street, Suite 200  
Huntsville, AL 35801  
(256)534-4571

Inclusions to this lease agreement: