

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. Purpose of use: _____
5. Approximate number of persons expected (Adults & Minors): _____
6. Will alcohol be served? _____ If so, it must be served by a licensed bartender, and Security will be required. 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 according to Resolution No. 1409-07 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: _____