

# Fitzpen Place

11247 Highway 31  
Spanish Fort, AL 36527  
Telephone 251-621-6665

[www.fitzpenplace.com](http://www.fitzpenplace.com)

P.O. Box 7008  
Spanish Fort, AL 36577  
Fax 251-621-6654

## RENTAL CONTRACT

### PERSON OR GROUP REQUESTING FACILITY:

Name: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Telephone Number: ( ) \_\_\_\_\_ Other:( ) \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Phone Number: ( ) \_\_\_\_\_ Other:( ) \_\_\_\_\_  
Driver License: State \_\_\_\_\_ # \_\_\_\_\_ Exp. Date \_\_\_\_\_  
DATE(S) REQUESTED: \_\_\_\_\_  
HOURS REQUESTED : \_\_\_\_\_

### BALLROOM

*Weekend Rentals (minimum 4 hr rental on Saturday and Sunday)*

\_\_\_\_\_ 5pm to 1am Fri. \$100/hr x \_\_\_\_\_ hrs = \$ \_\_\_\_\_  
\_\_\_\_\_ 8am to 1am Sat. - Sun. \$100/hr x \_\_\_\_\_ hrs = \$ \_\_\_\_\_  
\_\_\_\_\_ 1am to 8am Sat. - Sun. \$150/hr x \_\_\_\_\_ hrs = \$ \_\_\_\_\_

*Weekday Rentals*

\_\_\_\_\_ 7am to 5pm Mon. - Fri. \$50/hr x \_\_\_\_\_ hrs = \$ \_\_\_\_\_  
\_\_\_\_\_ 5pm to 12am Mon. - Thurs. \$75/hr x \_\_\_\_\_ hrs = \$ \_\_\_\_\_  
\_\_\_\_\_ 12am to 7am Mon. - Thurs. \$150/hr x \_\_\_\_\_ hrs = \$ \_\_\_\_\_

### TENT (includes two patio heaters or fans)

\_\_\_\_\_ With Ballroom Rental \$50/hr x \_\_\_\_\_ hrs = \$ \_\_\_\_\_  
\_\_\_\_\_ Tent only \$100/hr. x \_\_\_\_\_ hrs = \$ \_\_\_\_\_

### SPACE RENTAL \$ \_\_\_\_\_

As part of this application, and as consideration for the approval for rental of above indicated Fitzpen Place rentals, the undersigned have given \$ \_\_\_\_\_ ( \_\_\_\_\_ Cash, \_\_\_\_\_ Credit, \_\_\_\_\_ Check# \_\_\_\_\_ ) as a non-refundable security deposit to reserve the above noted date(s) and times. The remainder of the fees for other amenities as indicated on the attached addendum are due 7 days prior to the event. An additional refundable damage deposit of \$250 is required and due 3 days prior to the event date. The damage deposit is refundable if the facility is used on the date noted above, during the times noted above, for the purpose noted above, for the activities noted above, with no more people than noted above, if no damage is done to the facility rentals or the grounds, if decorations are removed, and if clean-up is complete as required. Cancellations must be made in writing and given to the manager 8 days prior to the event date. Refunds will be issued in the form of a check made payable to the person or group listed above as the renter of the facility.

I/We have read and understand all the rules and regulations for the use of this facility, and will abide by them. I understand that if any of the required chaperons and/or law enforcement personnel are not present, then the function will be terminated.

Lessee shall not permit the said premises to be used for lodging rooms. Lessee will not assign this lease, nor suffer any use of Fitzpen Place, other than as herein specified, nor sublet Fitzpen Place, or any part thereof, without the express written consent of Fitzpen Place. If a disaster or immense of an emergency of any kind, then Fitzpen Place shall have the right to terminate any event and vacate the premises. Fitzpen Place shall be excused from performance of any obligation under this agreement which are rendered impractical due to acts of God or other cause beyond the reasonable control of management. All monies paid to Fitzpen Place in association with said event will be refunded.

### HOLD HARMLESS AND INDEMNIFICATION:

Fitzpen Place assumes no responsibility whatsoever for any property placed in the premises, and Lessee hereby releases, discharges, and indemnifies Fitzpen Place from any and all liability for any loss, injury, or damage to person or property including death, that may be sustained by reason of occupancy of Fitzpen Place under this rental contract. Lessee assumes all risk of damage to and loss by theft or otherwise of fixtures, appliances or other property of Lessee's exhibitors, contestants, persons, or those contracting with Lessee, as well as employees thereof, and Fitzpen Place is expressly released, discharged, and indemnified from any and all liability for such loss. In the receipt, handling, care or custody of property of any kind shipped or otherwise delivered to the premises of Fitzpen Place, either prior to, during, or subsequent to the use of said premises by Lessee, Fitzpen Place and its officers, agents, and employees are acting solely for the accommodation of Lessee and shall not be liable for any loss, damage, or injury to or destruction of such property.

It is further mutually agreed by and between the parties that all terms and conditions of this written Rental Contract shall be binding upon the parties and cannot be varied or waived by any oral representation of any agent of the parties unless the same be in writing and mutually signed by the duly authorized agent who executed this rental contract.

\_\_\_\_\_  
LESSEE

\_\_\_\_\_  
Date

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
Date

ctc 06-10-08