

# 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

Name(s) of person or group renting facility: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ Phone # ( ) \_\_\_\_\_

Contact Person(s): \_\_\_\_\_ Phone #s ( ) \_\_\_\_\_ ( ) \_\_\_\_\_

Driver License: State \_\_\_\_\_ # \_\_\_\_\_ Exp. Date \_\_\_\_\_

DAY/DATE Requested: \_\_\_\_\_

### WEEKEND AND HOLIDAY RENTALS:

- \_\_\_ BALLROOM First 6 hrs. \$150/hr  
Each additional hour \$100/hr
- \_\_\_ Fri. 5pm to 1am (min 3 hrs rental) Requires \$450 nonrefundable deposit
- \_\_\_ Sat. 8am to 1am (min 4 hrs rental) Requires \$600 nonrefundable deposit
- \_\_\_ Sun. 8am to 1am (min 4 hrs rental) Requires \$600 nonrefundable deposit
- \_\_\_ TENT\* Open \$100/hr  
Cathedral sides \$125/hr
- \_\_\_ Fri. 5pm to 1am (min 3 hrs rental) Requires \$300 nonrefundable deposit
- \_\_\_ Sat. 8am to 1am (min 4 hrs rental) Requires \$400 nonrefundable deposit
- \_\_\_ Sun. 8am to 1am (min 4 hrs rental) Requires \$400 nonrefundable deposit

### WEEKDAY RENTALS:

- \_\_\_ Mon. - Fri. 7am to 5pm (min 2 hrs rental)
- \_\_\_ BALLROOM \$50/hr Requires \$100 nonrefundable deposit
- \_\_\_ TENT \* Open \$50/hr Requires \$100 nonrefundable deposit  
Cathedral sides \$75/hr Requires \$150 nonrefundable deposit
- \_\_\_ Mon. - Th. 5pm to 12am (min 3 hrs rental)
- \_\_\_ BALLROOM \$75/hr Requires \$225 nonrefundable deposit
- \_\_\_ TENT \* Open \$50/hr Requires \$150 nonrefundable deposit  
Cathedral sides \$75/hr Requires \$225 nonrefundable deposit

### OTHER:

\*If rented with the ballroom, then no additional deposit required

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( \_\_\_ MC \_\_\_ VISA ), \_\_\_ 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 10 business days prior to the event. An additional refundable damage deposit of \$250 is required and due 10 business days prior to the event date. Any money paid to Fitzpen Place after the date specified by 10 business days before the event date, then the payment must be in either cash or cashier check form. The damage deposit is refundable if the facility is used on the date noted above, during the times noted on Event Details form, for the purpose noted on Event Details form, for the activities noted on Event Details form, with no more people than noted on Event Details form, if no damage is done to the facility rentals or the grounds, if decorations are removed, and if clean-up is complete as required. 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. 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 at the sole discretion of the management. Fitzpen Place assumes no responsibility whatsoever for any property placed on the premises, and Lessee hereby releases, discharges, holds harmless, 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, held harmless 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. In event Lessee, including but not limited to, their agents, servants, guests or those persons attending said function, damage any property belonging to Fitzpen Place and the deposit is not adequate to fully compensate Fitzpen Place Lessee shall be responsible for the difference. In the event legal action is ensued to enforce this contract Lessee shall be responsible for all court costs and fees to include a reasonable attorneys fee. Lessee agrees to indemnify, defend and hold harmless Fitzpen Place, LLC, its owners, managers, members as well as their heirs successors and assigns against all claims, costs, losses, expenses, demands, actions, causes of action, including reasonable attorney's fees and other costs and expenses of litigation which may be asserted against or incurred by Fitzpen Place, LLC, or for which Fitzpen Place, LLC, may be liable, which arise from reason of occupancy of Fitzpen Place, LLC under this rental agreement as well as the rules and regulations as executed between the parties. 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 \_\_\_\_\_  
WITNESS \_\_\_\_\_

Date \_\_\_\_\_  
Date \_\_\_\_\_

UD 102709