

RESOLUTION NO. 23-145

**A RESOLUTION ADOPTING THE
RENTAL AGREEMENT AND FEE SCHEDULE FOR
THE ORANGE BEACH EVENT CENTER AT THE WHARF
LOCATED AT 4671 WHARF PARKWAY**

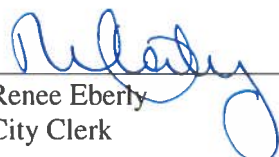
FINDINGS:

1. The City currently owns and operates the Orange Beach Event Center at The Wharf located at 4671 Wharf Parkway, Orange Beach, Alabama 36561.
2. The City allows individuals and groups to rent the Event Center for various events including, but not limited to, birthday parties, musical performances, seminars, etc.
3. The current Rental Agreement, Policies and Procedures, and Fee Schedule under which the Event Center currently operates requires revision to bring them up to date with current legal and financial advice.
4. The Council has determined that it is in the best interest of the City and its residents to adopt the Rental Agreement and Fee Schedule (attached Exhibit A) for the Orange Beach Event Center at The Wharf.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ORANGE BEACH, ALABAMA, AS FOLLOWS:

1. That the City of Orange Beach will have priority use of the Orange Beach Event Center at The Wharf. The facility and/or individual rooms may be rented to individuals or groups when available;
2. That the Event Center Coordinator is authorized to enforce rules, regulations, policies and procedures established by the Council;
3. That the Mayor is authorized to impose and enforce additional rules, regulations, and policies as is deemed necessary for the proper and efficient operation of the facility in accordance with all applicable state laws, municipal ordinances and policies;
4. That the Mayor is hereby authorized to grant exceptions to the Fee Schedule for local civic and community groups and organizations, as well as professional conferences and events hosted by professional organizations and groups of which City Departments/Employees are members in their professional capacity. These exceptions shall only be granted when appropriate and in furtherance of a public purpose and benefit as determined by the Mayor under authority of the City Council;
5. That the attached Rental Agreement and Schedule of Fees are hereby adopted for the operation of the Orange Beach Event Center at The Wharf; and
6. That this Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 1st DAY OF AUGUST, 2023.



Renee Eberly
City Clerk

CERTIFICATE

I, Renee Eberly, City Clerk of the City of Orange Beach, Alabama, do hereby certify that the foregoing is a true and correct copy of Resolution No. 23-145, which was duly and legally adopted at a regular meeting of the City Council on August 1, 2023.





City Clerk

Additional Rental/Usage Pricing

Item Description	Cost	(Check item(s) to include in your rental)
Air conditioning (non-event hours)	Pricing varies. See Event Center Coordinator.	
AV services- breakout space	\$150 for microphone, speaker, and video function.	
AV services- main hall or large breakout space	\$300 for microphone, speaker, and screen in wall function.	
AV services- entire facility or T-shape	\$400 for microphone, arrays, and screen in wall function.	
AV services- conference/entire facility, main hall and breakout spaces	\$500 for microphone, arrays, and video function in each room.	
AV services- panel setup, simple performance, extra mics	Pricing varies. See Event Center Coordinator.	
Auxiliary power	\$100 per 220 outlet. Vendor booths see Vendor Booth Info below.	
Carts and hand trucks (without operator)	Included in facility rental.	
Chair setup and teardown	Included in facility rental.	
Chandeliers	White, Large chandelier, \$25 each Color, Large chandelier, \$50 each Lit, small chandeliers included in facility rental, \$50 total	
Crowd barriers / stanchions	\$10 per section.	
Flags: US flag and Alabama flag with bases and poles	Included in facility rental.	
Hanging and removal (banners, balloons, specialty lighting, etc.)	\$40-\$100 per item. See Event Center Coordinator for specific pricing.	
Heavy equipment (forklift and scissor lift) with operator	1 hour \$200 minimum. \$50 per each additional hour.	
Heavy equipment (forklift and scissor lift) without operator	\$500 per event (if available).	
Lighting: Stage Wash	\$150 fixed lights	
Lighting: Dance Floor Wash and Movers	\$200	
Pipe and drape (3' or 8')	\$15 per 10ft section.	
Pipe and drape (12' or 16')	\$20 per 10ft section	
Pipe and drape- bars or other special spaces	\$40 and up. See Event Center Coordinator for specific pricing.	
Risers- 4'x8' sections, 12" or 24" high	\$25 each.	
Staffing- AV Equipment Operator	\$40 per person per hour.	

Staffing- after hours room setup/changeover/teardown	\$40 per person per hour.	
Staffing- custodial staff	On duty \$25 per person per hour. After hours \$40 per person per hour. Commercial event \$50 per hour	
Stage- 4'x8' sections	Stage set as is: Included in facility rental. Stage panels rearranged or placed in other areas of building: Riser: 8' x 4' , 2ft high \$25 each Riser: 8' x 4' , 4ft high \$30 each	
Tables- 72" round banquet 30" round highboys	Included in facility rental.	
Tables- 8'x18" rectangle, 8'x72" rectangle	Included in facility rental.	
Table Linens	\$10 per table. (Limited number of linens available.)	

Vendor Booth Info- Expos/Conferences

Vendor Booths- includes one covered table, two chairs, 8' drape in back and 3' drape on sides. Booths are approx. 8'x8' or 8'x10'	\$40 per booth.	
Power for booths (110 volt) *If 110 power is requested by the event host, it will be supplied to all booths. If the event host does not request power, it will only be available to booths placed along the wall with access to a power outlet.	Up to 24 booths- \$100 Up to 48 booths- \$200 Up to 96 booths- \$400	
Power for booths (220 volt) *220 power is very limited and must be requested in advance.	\$100 per outlet.	

Deposit Amount and Terms:

- Deposit is due upon execution of the Rental Agreement
- All rentals will require a minimum \$250 deposit. The OBEC Coordinator may require additional deposit as determined necessary to protect the interests of the City of Orange Beach.
- New Events or New Groups will require a minimum \$500 deposit.

6. Total Fee: _____ Deposit: _____

Deposit paid: \$ _____ Date: _____ City Personnel: _____

Fees due: \$ _____ Date due: _____

ALCOHOL

7. Will there be any alcohol on the premises during the event? _____

If alcohol is served and there are more than 100 people in attendance, it is the tenant's responsibility to contact the Orange Beach Police Department for Security Personnel. If alcohol is being sold, regardless of the number of attendees, Security Personnel will be required. If alcohol is to be served, it must be served in accordance with Alabama Law. If a cash bar is used or alcohol is sold, the renter (or caterer) will be required to obtain the proper ABC licensure. The tenant will also be required to obtain liquor liability insurance with the City of Orange Beach named as an additional insured.

RULES AND REGULATIONS

The following Rules and Regulations are established by the City Council for the use of the Orange Beach Event Center.

EVENT ENTERTAINMENT

8. Events: It is the OBEC preference not to accept space bookings for like or similar public events and trade shows within 60 days of one another. However, bookings are within the sole discretion of the OBEC and staff reserves the right to do so. All events of public nature must be appropriate for all ages.

9. Performance Approval: The OBEC retains approval right of performance, exhibition, event or entertainment to be offered under this agreement. Tenant agrees that no such activity or part thereof shall be given or held if the OBEC staff denies approval. Grounds for disapproval include but are not limited to those events/acts offensive to public morals, contrary to event advertising claims or in violation of event content restrictions agreed to by both parties at the time of execution of this agreement. All public events, performances and advertising for same must be appropriate for all ages and/or not be contradictory to the family friendly image and position statement of the City of Orange Beach and its elected officials.

10. Live Entertainment: A fully executed License Agreement with any related contracts and/or riders pertaining to technical requirements, performing acts, and related information must be received by the OBEC 10 days prior to the date of the event. The use of any special effects other than standard stage lights must be submitted for review and approval by the OBEC and the City of Orange Beach Fire Department, Orange Beach Fire Marshal and any other applicable City staff.

11. Copyrighted Materials: The Tenant will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music, material, devices, processes or dramatic rights used on or incorporated in the event. The tenant agrees to indemnify, defend and hold harmless the City of Orange Beach and its agents, servants and employees from any claims or costs, including legal fees, which might arise from the use of any such material described above.

STATE AND LOCAL LAWS

12. Compliance with Laws: The Tenant shall comply with all Federal, State and local statutes, ordinances or regulations; and all of the facility's policies and procedures for the OBEC.

13. Licenses/Permits/Taxes: The Tenant shall be responsible for acquiring and shall pay the costs of any and all licenses, excises, permits and taxes, including copyright fees, required by authorities having jurisdiction over the OBEC. The Tenant must acquire and pay the cost of any and all licenses, permits and taxes 10 days prior to the first move-in day or event day or the event cannot occur.

14. Taxes: the Tenant is obligated to declare and pay all applicable taxes on revenues and sales according to Alabama law and to share this information with any vendors.

15. Funds: The OBEC will not be responsible for handling, storing or dispersing any of the Tenant's funds. No funds should be stored or left at the OBEC. OBEC is not responsible for the loss of any funds.

16. Outside Services: Renters are allowed to use outside vendors for services at OBEC. They must have an Orange Beach Business License and be approved by the OBEC.

UTILITIES AND EQUIPMENT

17. General Building Services: Services included in the basic rental without additional charges are: General room lighting, heating/air conditioning during event hours, one time room set-up, wi-fi and one on duty staff person. Services that will be subject to charges: off-hours heating/air conditioning (above or below set point), room change overs, custodial services, shipping/drayage services, custom lighting, audio/visual services, table covers (if available), changes to approved floor plan on day of event, auxiliary power and other services as available.

18. Utility Services: The OBEC is the contractor for all utility services. All utility connections, including electrical and water, shall be made by City of Orange Beach staff or approved contractors. Any exceptions must be approved in writing by OBEC staff. All requests must be made at least 30 days in advance.

19. Lighting, Ventilation, Heat, Air-Conditioning: Lighting, ventilation, heat or air-conditioning will be provided as required during event hours. Full house lighting, ventilation, heating and air-conditioning are maintained from one hour prior to event until close of event. Different levels of lighting, ventilation, heating and air-conditioning are maintained during setup, tear down and non-event hours.

20. Audio/Visual Equipment: To accommodate tenant and to simplify events, OBEC has a selection of basic audio visual equipment on site to rent. Equipment rates are outlined on a separate rate schedule. There is no restriction placed upon the tenant bringing in its own equipment to the event or meeting as long as the setup/installation is reviewed and approved by authorized OBEC personnel. However, prior to the event, tenant will meet with the a/v specialist to discuss needs to ensure that the audio and video of presentations will play properly. This meeting needs to occur at least one week prior to the event.

21. Rental Equipment: The OBEC has available for rent various pieces of equipment including, but not limited to, stage sections, pipe and drape, a/v equipment, and lighting. These rates are subject to change without notice. All OBEC equipment will be set up and operated by authorized OBEC staff only.

CLEANING, DAMAGE, AND DÉCOR

22. Clean-up and Disposal Fees: Applicable fees and service charges may be levied at the discretion of the OBEC event personnel for excessive clean-up at the direct cost of tenant. The tenant shall accept the premises in the condition it is found and shall leave the premises in the same condition at the conclusion of the event. The OBEC shall provide general janitorial services of public areas (restrooms, lobby, etc.). If necessary, janitorial charges will be assessed during event planning as determined by the OBEC staff. If the facility is left in excessive disarray, as determined by the OBEC staff, additional cleaning or damage fees may be assessed. Fees may be charged for excessive dumpster fees incurred, bulk trash removal or additional custodial needs. If left in a less than satisfactory condition, the tenant will not be allowed to rent the facility in the future.

23. Literature/Handouts/Leaflets: Distribution of any printed materials on the premises must have prior approval of the OBEC. A fee to clean up litter created by such distribution may be imposed.

24. Damage to Facility: the OBEC will not be responsible for any damage or injury that the tenant or its agents, servants, employees, or property sustain from any cause prior to, during, or subsequent to, the period covered by the Rental Agreement; and the tenant shall expressly release said the City of Orange Beach, its agents, servants and employees from any and all claims for such loss, damage, or injury. The tenant will indemnify, save and hold harmless the City of Orange Beach, its agents, servants and employees from any and all claims or causes of action arising from the tenant's occupancy of the leased premises or resulting from any acts or omissions intentional, negligent or accidental, whether said acts or omissions are those of the tenant, its agents or employees, or persons participating in or attending the function contemplated by the Agreement. The City of Orange Beach shall not be liable to the Lessee for any damage, loss, or expense of any kind sustained by the tenant, its agents, servants, employees or guests as a result of vandalism or malicious mischief.

25. Decorations, Signs and Special Displays: the use of confetti, glitter, silly string, helium balloons, mylar balloons or adhesive backed decals, stickers, or tags is prohibited. Signage and decorations must be hung with adhesive approved by OBEC. The use of tacks, glue, nails, staples or any other type of fasteners to hang signage or decorations is prohibited. For assistance with the hanging of banners, signage or decorations from the ceiling, please make arrangements in advance. Signage may not be adhered to doors or windows without approval. At move out, all decorations and signage must be removed. If tenant leaves materials in or on facility property, the items will be disposed of and the tenant will be billed for the labor costs associated with removal or cleaning.

26. Painting: The act of painting is prohibited inside the OBEC and may only be allowed on the property (outdoor) with OBEC written permission.

27. Rigging/Hanging of Lights, Sound, etc.: No one shall rig/hang anything from the ceiling without the expressed permission of the Event Facilities Coordinator who will deem the safety of the activity and load to be hung. This includes but is not limited to equipment such as projectors, screens, LED screens, and banners. Load limits are available in the administration office for the designing of safe rigging in the facility. No fixed items of the Event Center will be moved (curtain, speakers, etc.) to accommodate rigging needs.

28. Treatment of Floors in Facility: Exhibitors wishing to lay any floor covering may not adhere covering to floor. The only adhesive tape allowed on floor in the event of a/v production, trade show, etc. is Gaffers Tape. No other adhesive tape is allowed on any floors, including the lobby floor, the carpeted floor or the dance floor. The Tenant will assume all costs arising from violation from this policy (whether from participants, contractors, volunteers).

29. Tenting: Tenting is allowed only in specific areas of the OBEC property. Please coordinate with OBEC staff for specific locations and requirements. Tents cannot be attached to the outside of the facility. No holes may be staked into the ground, concrete or pavement. All tents are subject to a Fire Marshal inspection prior to and during the event.

30. No Smoking Policy: The use of tobacco products are prohibited inside the building. The use of tobacco will be allowed outside in designated areas only. This includes E-cigarettes and all other smoking devices.

SAFETY

31. Parking/Loading Dock: Cars and/or trucks parked illegally in marked fire lanes, loading docks, ramps or on the exhibit floors will be towed at the expense of the owners to insure the safety of all our guests and employees. Recreational vehicles, trailers, trucks or other vehicles are not allowed to park in loading dock or dock area. RV's and trucks may use the designated parking spaces for daily parking only. Overnight parking is strictly prohibited without express written consent from OBEC staff. If special parking requirements are required, please contact event staff. Tenant may not charge guests for parking. Events that have demonstrations, expo, classes, etc. in the parking lot are subject to a \$200 street cleaning fee and Tenant is responsible for removal of all trash and debris.

32. Vehicles: Vehicles are permitted in the facility only as part of display. This includes ATV's, golf carts, mules, etc. Any public demonstration or exhibition involving a mechanized or motorized part powered by either propellant or electrical system may not be operated without prior approval of OBEC staff. Vehicles parked inside must have battery cables disconnected and have no more than one gallon of gasoline in the tank. Gas caps must be taped. Vehicles powered by propane fuel are not allowed in the building. Combustion engines may not be operated as part of the show. Floors must be covered underneath the vehicles.

33. Fire and Safety Regulations: The City of Orange Beach and the OBEC staff reserves the right to cause the interruption of any event, set up or tear down of event in the interest of public safety and to likewise cause the termination of the event when in the sole judgement of the City of Orange Beach agents or the OBEC staff such termination is in the interest in public safety.

- All aisles must be kept clear, clean and free of obstructions.
- Exits shall not be blocked or covered.
- The OBEC reserves the right to designate points of entrance, exit and concession areas.
- Parking and unloading in the fire lanes is not allowed and must be kept clear at all times.
- Use of pyrotechnics is prohibited at all times.
- The use of lighted candles is prohibited unless enclosed in a completely enclosed glass container at all times.
- All materials used in decorations and displays must be flame retardant and are subject to an inspection by the Fire Marshal at any time.
- Operation of gasoline powered vehicles will be permitted during move-in and move-out periods. Gasoline operated vehicles may not be operated at any other time.
- All pressurized tanks holding any type of gas (helium, nitrogen, LP, Propane, etc) must be approved by OBEC staff in advance and must be secured in the upright position while being used in the facility.
- All cords and cables in aisles and walkways must be matted and taped in place by approved tape.
- All plantings, fountains, coolers, etc. should have waterproof plastic materials underneath.
- Standing on chairs by event attendees is prohibited.
- The OBEC reserves the right to make or have announcements made pertaining to safety or other issues at appropriate times during the event.

34. Emergency Procedures: The OBEC is equipped with alarm systems and illuminated exit signs. In the event of an emergency, the highest ranking OBEC staff person on duty assumes control of the building and acts as liaison with the police, fire and medical services. The OBEC staff is responsible for keeping the tenant and service contractors informed and involved in decisions relating to events in progress.

35. Insurance: Tenant is required to secure and retain throughout the term of the Rental Agreement the following insurance: Comprehensive General Liability- coverage shall have limits of not less than \$1,000,000 each occurrence combined single limit for bodily injury and property damage including coverages for personal injury, contractual liability, operation of mobile equipment, and products/completed operations. Tenant shall name as additional insured, the City of Orange Beach, its officers, agents and employees. Tenant may be required to furnish certificate of insurance at least 10 days in advance of event. If the Lessee fails to obtain said coverage, the OBEC may cancel the event without penalty to the OBEC or the City of Orange Beach. Tenant will be responsible for insurance verification of vendors.

36. Security: The security profile will be determined by the OBEC staff in conjunction with the tenant and the Orange Beach Police Department. It is the responsibility of the tenant to disclose estimated attendance figures, activities, entertainment and all other pertinent information needed to determine security measures. The use of alcohol, profile of attendees, history of event, duration of event, type of entertainment and space utilized will be taken into account to deem the necessary security personnel which must be hired at the sole expense of the tenant. In all cases, the City of Orange Beach reserves the right to determine the appropriate amount of security and fire marshal protection during all events held at the OBEC. Should the Tenant fail to disclose accurate event statistics, such as attendance figures, the OBEC has the right to prevent attendees from continuing to enter the facility during the event. In general, sporting events that have more than 300 people in the building at one time will be required to hire a minimum of 2 Orange Beach Police Officers for the duration of the event. Weddings, parties and social events serving alcohol and having 100 attendees or more must hire Orange Beach Police Officers. Any event where alcohol is sold will require Orange Beach Police Officers.

PAYMENT, CANCELLATION, ETC.

37. Event Settlements: Billing for all services provided by OBEC/City of Orange Beach to the Tenant will take place immediately after the close of the event. Payment is due upon the receipt. In some circumstances, OBEC may require deposit monies equal to the anticipated billing which may be incurred by the tenant and/or a security deposit for possible building damages prior to the issuance of the Rental Agreement, the deposit monies as defined or required by the rental agreement shall be submitted with the lease.

38. Overtime: Events that run beyond the scheduled agreed upon running time as it appears on the event rental agreement may result in an overtime charge as listed on the rate sheet. In general, this is 12am.

39. Owner Rights of Entry: In permitting the use of the Authorized Areas to the tenant, the OBEC does not relinquish and does hereby retain the right to enforce all rules for the management and operations of such space. Representatives of the OBEC shall at all times retain the Facility's right of control.

40. Cancellation: 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. Notice of Cancellation and/or Date Change must be given to the Event Center Coordinator 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 given for cancellations made within 30 days of the event. Additional terms of cancellation are set forth in the attached policies and procedures.

LEGAL

41. Force Majeure: LOSS OF USE OF FACILITY. Should the OBEC or any part thereof be destroyed or damaged by fire or by any other cause, or if any other casualty, riot or civil disturbance, strike or act of God, floods, epidemics, quarantine restrictions, terrorist acts from a foreign or domestic source, failure of public utilities, exercise of the police power or a proclaimed state of emergency, or any other unforeseen occurrences shall render the fulfillment of a scheduled event impracticable as determined by the Mayor or City Council, the OBEC shall not in any way be liable or responsible to the Lessee for any damage or loss caused thereby. If because of any occurrences listed above or any other such unforeseeable occurrence causes an event in progress to be cancelled or terminated, the City of Orange Beach shall not be liable or responsible to the Lessee for any damage or loss caused thereby.

The OBEC and/or City of Orange Beach reserve the right to delay, postpone or cancel the rental agreement or event conducted at the OBEC. In the event that the rental agreement is cancelled under this clause, the tenant shall be entitled to a full refund of all monies paid. The City of Orange Beach shall not be liable for any damages in connection with cancellations under this clause and tenant expressly waives same and will indemnify and hold harmless the City of Orange Beach for any claims arising hereunder.

42. Reservation of Rights: The OBEC reserves the right to refuse to do business with any individual or entity with a record of illegal activities, law enforcement violations, deceptive business practices or excessive consumer complaints (of either a civil or criminal nature). Should such activities of tenant be discovered or disclosed subsequent to the execution of a Rental Agreement with the OBEC, the OBEC staff shall have the exclusive and immediate right to terminate such Rental Agreement. In the event of said termination, City of Orange Beach, its agents, officials and employees shall not be liable for any damages in connection with said termination. In the event of said termination, any deposits or rental amounts paid will be forfeited to the extent the OBEC is not thereafter rented for like or greater monies.

43. Rental Agreement: The OBEC has no commitment to Tenant until a Rental Agreement has been executed by both parties and payment of the required deposit has been received. Without an executed Rental Agreement, reservations or holds of days or space are merely for the convenience of the Tenant. No commitment for dates or space on behalf of the OBEC shall be final until a Rental Agreement is signed by the Tenant and accepted by the OBEC.

44. Jurisdiction: Any claims arising from this agreement shall be decided by the Courts of Baldwin County, Alabama.

45. Indemnification & Hold Harmless: In consideration of the permission granted to me by the City of Orange Beach to use the Orange Beach Event Center at the Wharf, I hereby indemnify and hold harmless the City of Orange Beach, 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 Orange Beach Event Center at the Wharf who are injured or suffer property damage that is in any way caused by my use of the Orange Beach Event Center at the Wharf. This indemnity and hold harmless agreement is given to the City of Orange Beach 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 Orange Beach Event Center at the Wharf.

I have read and understand the above terms and agree to abide by the same.

Renter's Signature: _____ Date: _____

City Personnel: _____ Date: _____