

THE PHOENICIAN CLUB of BIRMINGHAM

301 Green Springs Avenue South
Birmingham, Alabama 35205
(205) 322-6182
www.TheCedarsClub.com

Phoenician Club Rental Agreement

This contract is applicable for rentals for portions of the Cedars Club building as described herein.

Name of renting entity (User): _____

Date(s) of event: _____ Type: _____

Responsible person: _____

Contact person: _____

Phone #(s): _____

Email: _____

Event times: from _____ to _____

Setup times: from _____ to _____

Estimated attendance _____ If a wedding, is it to be held at Cedars Club building? Y _____ N _____

Rehearsal (one hour)* Date _____ Time _____

Caterer _____ Arrival Time: _____ Phone # _____

Florist _____ Arrival Time: _____ Phone # _____

Cake delivery time: _____ Phone # _____

Will alcohol be served? Y _____ N _____ Security officer(s) is (are) required as per item 3 (a) of contract.

1. FACILITIES, FEES AND DEPOSITS:

- a. The Phoenician Club, Inc., (Club), will provide the use of its Phoenician Ballroom, to include round tables and chairs, the bar area, kitchen (for warming and serving of food only - see Caterer/User Kitchen Operation Requirements). The Private Dining Room and Lounge may also be rented for an additional fee. Setup of long banquet tables will be \$75 extra.
- b. Audio-visual equipment may be rented at additional cost (see Audio-Visual Rental Contract).
- c. A ballroom rental is for a period up to twelve total hours, including setup and cleanup no later than 1 am. Additional hours are at \$100/hour. **No functions may go past 12 am.**
- d. As indicated on the **Fees Work Sheet**, the undersigned User agrees to pay a **rental fee** of \$_____ for the event defined above, with a **rental deposit** (25% of the fee) \$_____ paid at the time of the execution of this

contract to secure the date(s) of the event until thirty days prior to the event, at which time the remainder of the rental will be due. Payments may be made by installments. Rental deposits are non-refundable. (Initial_____)

- e. The balance of the rental fee in the amount of \$_____ is due not later than _____ (30 days prior to event date). If said payment is not received, User agrees that the deposit is forfeited as liquidated damages to the Club and the Club will have the right to rent the club for the event date(s) to another user. (Initial_____) If the hall is reserved within 30 days of the event, the total rental fee is then due.
- f. A damage deposit of \$_____ is due not later than _____ (30 days prior to the event) (Initial_____). Deposit check will be returned within ten (10) business days following the event provided the premises are not **damaged** and no **excess cleanup** is required. The extent and amount of said damage to be in the sole judgment of the Club management. User will be responsible for damage costs in excess of the damage deposit amount.

2. HALL DECORATIONS AND CLEANING:

- a. The user shall make no alterations, installations, additions, or improvements to the facility including but not limited to signs, advertisements or notices without prior consent of the Club management.
- b. It is the responsibility of the User to decorate the hall. There shall be no rose petals, glitter, or confetti used on the tables or anywhere inside the Club. No rice or birdseed may be thrown inside or outside the Club. **No bubbles or smoke may be used inside the Club. Failure to abide by these rules will result in forfeiture of damage deposit.** (Initial_____)
- c. The Club will assume the responsibility of normal cleaning prior to and after each event. There will be no charge to the User for normal cleaning of the facility. **Cleaning beyond normal cleaning will be paid for by damage deposit.**

3. GUIDELINES AND RESTRICTIONS:

- a. Police / Security officers are required. Officers will be provided at an additional fee in the amount of \$35 per hour. They are required to be present at the start time of your event and remain on the premises until the event ends; no later than 12am and to remain during clean-up; no later than 1am. One officer per each 100 guests is required. Payment is due to the Security Contractor in cash prior to event date. (Initial_____)
- b. No alcoholic beverages may be consumed outside of the premises. Underage drinking is strictly forbidden and will be enforced. Failure to comply with these restrictions will result in forfeiture of the damage deposit.
- c. A 360-person seated limit or a 400-person standing limit shall be strictly enforced at all times to ensure compliance with applicable health and safety codes.
- d. All guest vehicles must be parked in the main parking lot. Those individuals who need assistance may be driven to the front door and use the ramp, however all vehicles must be returned to the parking lot. Parking outside of the marked parking spaces will result in the forfeiture of the damage deposit.
- e. All decorations, rental equipment, and personal properties not belonging to the Club shall be removed at the end of the event. The Phoenician Club is not responsible for any items left behind after the event.
- f. The Club is a smoke-free environment. **No smoking allowed.**
- g. Tables and chairs must not be dragged across the dance floor.

- h. No metal-tipped table or chair legs are allowed on the dance floor.
- i. No food, drinks or chewing gum are allowed on the dance floor at anytime. If food or drinks do get spilled on the dance floor, you are to contact the club Sitter immediately. Failure to comply with this restriction will result in the forfeiture of the damage deposit.
- j. Functions are to take place in the rented areas only, **not** in the **parking lot, foyer or hallway**. Members-only areas are off-limits. Should your guests loiter in these areas, security will ask them to move back into the ballroom and/or dining hall.

4. INDEMNIFICATION AND LIABILITY FOR DAMAGES OR INJURY:

In consideration of being granted permission to use the Club, the undersigned User does forever release and discharge the Club, its successors and assigns and its officers, board members, members, and employees from any and all causes of action, claims, damages, liability and loss of services, which User may or might have against the Club, its successors and assigns and its officers, board members, members, and employees resulting from any damage or injury which may or might be sustained by the User, its agents, officers, employees or guests, while the User has the use and/or custody of the Club. The User do further agree to indemnify and hold harmless the Club, its successors and assigns and its officers, board members, members, and employees from any claim made or loss that User may or might incur now or in the future as a result of participation of the User, its agents, officers, servants, and employees while the User has the use of the Club.

All personal property of User, its agent, servants, or guests, on the Club premises or on any part of the Club property shall be and remain at the sole risk of said parties and the Club shall in no event be liable to any party for any damage to or loss thereof. (Initial_____)

Print name and title: _____
 (Responsible party)

Address: _____

Home # _____ Cell # _____ Business # _____

E-mail: _____

Accepted this _____ day of _____

Signatures:

User _____
 (Responsible party)

Club _____

(Make checks payable to Phoenician Club)

ACCOUNTING:

RENTAL:

Deposit Receipt #: _____ \$ _____ Date: _____ Check#: _____ Cash(✓): _____

Payment Receipt #: _____ \$ _____ Date: _____ Check#: _____ Cash(✓): _____

Balance Receipt #: _____ \$ _____ Date: _____ Check#: _____ Cash(✓): _____

DAMAGE:

Deposit Receipt #: _____ \$ _____ Date: _____ Check#: _____ Cash(✓): _____

Refund Receipt #: _____ \$ _____ Date: _____ Check#: _____ Cash(✓): _____

KITCHEN:

Deposit Receipt #: _____ \$ _____ Date: _____ Check#: _____ Cash(✓): _____