



Via Health, Fitness & Enrichment Center
 (Senior Citizens Services, Inc.)
 1717 Dauphin Street
 Mobile, Alabama 36604
 Lynn Hudson
 lhudson@viamobile.org * 251.470.5222

RENTAL APPLICATION

Today's Date: _____
 Contact Person (Host): _____
 Organization: _____
 Address: _____ City _____ State _____ Zip _____
 Home #: _____ Work #: _____ Cell #: _____
 Email address _____

Requested Space:

Gym Auditorium Dining Room Meeting Room

Date of Rental: _____

Time of Rental: Beginning: _____ Ending: _____ (6 hour limit; includes set up & clean-up)

Additional Hours: Beginning: _____ Ending: _____ (_____ hours x \$50 hour = _____)

Purpose: _____ Expected Attendance: _____

Serving Alcohol: **Yes _____ No _____ **If yes, please note special requirements. ****NO SELLING**

Serving Food: **Yes _____ No _____ **If yes, please note special requirements.

Security needed for event: **Yes _____ No _____ **If yes, please note special requirements.

VIA USE ONLY:

| TOTAL AMOUNT DUE: | Special Arrangements and Additional Costs: | Set Up: |
|------------------------|--|--------------------|
| _____ Gymnasium | _____ | Chairs _____ |
| _____ Auditorium | _____ | 6ft Tables _____ |
| _____ Dining Room | _____ | Round Tables _____ |
| _____ Meeting Room | _____ | Card Tables _____ |
| _____ Additional Hours | _____ | |
| _____ Security | | |
| _____ Other _____ | | |
| _____ Deposit | | |

_____ **TOTAL AMOUNT DUE** **FULL PAYMENT DUE DATE** _____

_____ **Deposit** _____ **Date Paid** _____ **Balance**

_____ **Payment** _____ **Date Paid** _____ **Balance**

_____ **Payment** _____ **Date Paid** _____ **Balance**

Insurance Received by _____ **Date** _____

Attendant(s) Assigned _____ **Contact #'s** _____



HEALTH • FITNESS • ENRICHMENT

Updated 04/2021 Page 2

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Rates: BASED ON A MAXIMUM OF 6 HOURS

**PRICES INCLUDE: Set-up with a limited number of tables and chairs per rental.

Table with 2 columns: Regular Hours (Monday - Friday, 8AM - 5PM) and Rental Fee/Deposit. Rows include Gymnasium, Auditorium, and Meeting Room.

After Hours - Evenings/Weekends

Table with 2 columns: After Hours (Evenings/Weekends) and Rental Fee/Deposit. Rows include Gymnasium, Auditorium, Dining Room, Aud/Dining Combo, and TV Room.

Additional Charges:

- Via will withhold deposit if excessive clean-up is necessary or property is damaged.
Additional time: If any additional time is needed over the 6 hours, the charge is \$50.00 per hour per room.
Security: One security guard is required for 75-150 guests. Events with more than 150 guests will require and additional security guard for every 75 guests.

RENTAL POLICY

Please read all materials concerning Via (Senior Citizens Services, Inc.) rules and regulations. Only the completed application and full deposit will reserve a date.

Payment Policy

- Payment is due in full thirty days prior to rental date. This includes all additional fees applicable (ex. security guards additional time, etc.). Payment may be made in the form of cash, personal check, credit/debit card, or cashier's check.
If an event is booked within 30 days, no personal checks will be accepted. Deposit and payment must be made in the form of cash, credit/debit card, or cashier's check and must be paid in full at time of booking.

Security Deposit

- A security deposit is required at the time of reserving your date. This deposit is in addition to your rental fee. The deposit will only be refunded to the applicant after the reserved area has been inspected for damage and proper cleanup. Up to 100% of deposit may be retained by Via, in the event any of these policies are not followed.



HEALTH • FITNESS • ENRICHMENT

Updated 04/2021 Page 3

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AN EXIT AGREEMENT MUST BE SIGNED BY ALL APPLICABLE PARTIES LISTED BELOW AT THE BEGINNING AND THE END OF THE RENTAL.

1. The Applicant and Via staff member must sign in and sign out on the Exit Agreement.
2. Applicant must meet all requirements presented on the Exit agreement to receive refund.
3. Exit agreement does not guarantee refund.

Initial here _____

Should Via property be damaged in any way that the expense of the repair, replacement, or cleaning exceeds the deposit, the balance of the repairs, replacement, or cleaning will be at the expense of the applicant.

Initial here _____

A 45-day notice is required for cancellations. Deposit will not be refunded on cancellations made within 45 days of rental date. If a reservation is accepted with less than 30 day notice, 100% of the deposit and the rental price will be retained if the event is canceled.

Initial here _____

Renter is responsible for removing all items brought in for rental. Trash from the event must be removed and placed in the dumpster located on the west side of the building. Deposit will not be refunded if trash is left in the building. This includes decorations, excessive amounts of food on the floor, and spills.

Initial here _____

The Executive Director retains the authority to reschedule events as necessary and the deposit and rental fee will be fully refunded.

Initial here _____

Event Security

Rentals with 75-150 people require 1 security guard. Rentals with more than 150 participants must have 1 additional guard per 75 guests. Via will arranged security guards. Security guards are \$30 per hour per guard.

Initial here _____

If police are called for by Via staff during any event, deposit will not be refunded.

Initial here _____

The applicant must comply with all statutes and laws of the federal, state, and municipal governments including laws regulating alcoholic beverages and traffic and noise abatement. Alcohol consumption in the parking lot is strictly prohibited and individuals will be asked to leave the property immediately.

Initial here _____

No weapons, including concealed or open firearms are allowed on the premises or in the facility.

Initial here _____

Via reserves the right to mandate additional security officers to any rental event (i.e. Mardi Gras functions, Holiday functions, large receptions, etc.), regardless of number of guests.

Initial here _____

The Executive Director, Rental Manager, security officer, or designee, retains the authority to evict any person from the premises.

Initial here _____



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Updated 04/2021 Page 4

It is strictly prohibited to use areas of the building not specified in the rental agreement.

Initial here _____

If children are present during event, they must be supervised at all times. Any damage caused from lack of supervision will be the applicant's responsibility. Please see the security deposit advisory listed above.

Initial here _____

If children are not supervised properly, the person responsible for the children will be asked to leave the premises immediately with the children. Children are not to be left alone at any time.

Initial here _____

Please be advised \$25 will be deducted from deposit if puzzle in the hallway is disturbed.

Initial here _____

Via is not responsible for items brought onto the premises. Via is not responsible for any injuries to persons participating in the rental event.

Initial here _____

Insurance

Event Insurance is required for hosts and caterers. It must be a minimum General Liability coverage of \$1,000,000 per occurrence and name Via (Senior Citizens Services, Inc.) as an additional insured.

Initial here _____

Alcohol (Host Liquor) Liability insurance is required for all hosts and caterers serving alcohol.

Initial here _____

Event /Alcohol Insurance must be presented 30 days prior to the event.

Initial here _____

The sale of alcohol is strictly prohibited

Initial here _____

General

Birdseed, rice, sparklers, fireworks, candles, glitter, any type of confetti, and/or silly string is prohibited. Bubbles are permitted and battery powered imitation candles are permitted.

Initial here _____

Due to city ordinance, smoking is not allowed on premises or in the facility.

Initial here _____

Tape is not allowed on the walls or furniture. Violators will be charged for removal.

Initial here _____



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Updated 04/2021 Page 5

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Items dropped off prior to event require approval and Via is not responsible for safekeeping. Items require special approval to be left after an event and must be removed by 9am on the first business day following the event. All dishes, trash, and other items must be removed at the end of the event.

Initial here _____

No alcoholic beverages or glass allowed outside the building.

Initial here _____

All members and guests are asked to abide by any federal CDC guidelines that may be in effect.

Initial here _____

No alcoholic beverages are allowed on the premises without proper insurance and approval. If alcohol is served without proper insurance and approval, the event will immediately be shut down. The security deposit and rental fees will not be reimbursed.

Initial here _____

All individuals consuming alcohol must have proper identification on them at all times. They MUST BE 21 or older. Via will not be responsible for any legal action, damages, or bodily harm before, during, or after your event.

Initial here _____

Special Arrangements

Rentals may not last later than 1:00 AM without approval from the Executive Director.

Initial here _____

Any assistance the applicant requests of Via staff before, during, or after the rental event that is not expressly written into the contract will be charged based on services performed. Fee charged at the discretion of Via and deducted from the deposit.

Initial here _____



HEALTH • FITNESS • ENRICHMENT

Updated 04/2021 Page 6

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WAIVER AND RELEASE FROM LIABILITY FOR VIA/SENIOR CITIZENS SERVICES, INC.

I, _____, HEREBY WAIVE AND RELEASE, indemnify, hold harmless and forever discharge **Senior Citizens Services, Inc.** and its agents, employees, officers, directors, affiliates, successors, managers and assigns, of and from any and all claims, demands, debts, contracts, expenses, causes of action, lawsuits, damages and liabilities, of every kind and nature, whether known or unknown, in law or equity, that I ever had or may have, arising from or in any way related to my participation in any of the events or activities, conducted by, on the premises of, or for the benefit of, **Senior Citizens Services, Inc.** provided that this waiver of liability does not apply to any acts of gross negligence, or intentional, willful or wanton misconduct.

I have inspected the premises and believe them to be satisfactory for the purpose of this activity. I understand that the activities or function in which I participate may be inherently dangerous and can cause serious or grievous injuries, including bodily injury, damage to personal property and/or death. On behalf of myself, my heirs, assigns, and next of kin, I waive all claims for damages, injuries and death sustained to me or my property that I may have against the aforementioned released party to such activity.

By this Waiver, I assume any risk, and take full responsibility and waive any claims of personal injury, death or damage to personal property associated with **Senior Citizens Services, Inc.** including but not limited to using the facility, and its equipment in any manner, form or fashion, and practicing and/or engaging in **Senior Citizens Services, Inc.** activities or other related activities on and off the premises.

This WAIVER AND RELEASE contains the entire agreement between the parties, and supersedes any prior written or oral agreements between them concerning the subject matter of this WAIVER AND RELEASE. The provisions of this WAIVER AND RELEASE may be waived, altered, amended or repealed, in whole or in part, only upon the prior written consent of all parties.

The provision of this WAIVER AND RELEASE will continue in full force and effect even after the termination of the activities conducted by, on the premises of, or for the benefit of **Senior Citizens Services, Inc.**, whether by agreement, by operation of law, or otherwise.

I have read, understand and fully agree to the terms of this WAIVER AND RELEASE. I understand and confirm that by signing this WAIVER AND RELEASE I have given up considerable future legal rights. I have signed this Agreement freely, voluntarily, under no duress or threat of duress, without inducement, promise or guarantee being communicated to me. My signature is proof of my intention to execute a complete and unconditional WAIVER AND RELEASE of all liability to the full extent of the law. I am 18 year of age or older and mentally competent to enter into this waiver.

Date

Printed Name

Signature



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STATEMENT OF RESPONSIBILITY

I have read this document and fully understand its terms and my obligations. I understand that this document is contractual in nature and my signature below indicates my agreement to comply with Via! (Senior Citizens Services) Rental Policy. I understand that up to 100% of my deposit may be retained for failure to comply with any of the listed policies. I understand that any verbal agreement prior to or after the signing of this contract is null and void unless I have spoken directly with the Executive Director.

Signature Date

Name (please print)

Current Address

City, State, Zip Phone

Signature of Via (SCS) Representative Date