



HEALTH • FITNESS • ENRICHMENT

Revised 3/12/2024

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 Ben May Lobby

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:

Table with 3 columns: TOTAL AMOUNT DUE, Special Arrangements and Additional Costs, Set Up. Rows include Gymnasium, Auditorium, Dining Room, Meeting Room, Additional Hours, Security \$210 per officer, Other, Deposit, Chairs, 6ft Tables, Round Tables, Card Tables.

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 \_\_\_\_\_



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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.**

<b>Regular Hours: Monday – Friday, 8AM – 5PM</b>		<b>Rental Fee/Deposit</b>
<u>Gymnasium</u>	(7630 sq ft)	\$ 1000.00 / 300.00
<u>Auditorium</u>	(2091 sq ft)	\$ 350.00 / 200.00
<u>Meeting Room</u>	(576 sq. ft)	\$ 50.00
<b>After Hours – Evenings/Weekends</b>		
<u>Gymnasium</u>		\$1,350.00 / 300.00
<u>Auditorium</u>		\$ 700.00 / 200.00
<u>Dining Room</u>		\$ 600.00 / 200.00
<u>Aud/Dining Combo</u>		\$ 1,100.00 / 300.00
<u>TV Room</u> or <u>Ben May Lobby</u>		\$ 300.00 / 100.00

**Additional Charges:**

Via will withhold deposit if excessive clean-up is necessary or property is damaged or if birdseed, rice, sparklers, fireworks, candles, glitter, any type of confetti, and or silly string is used during rental.

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**Additional time:** If any additional time is needed over the 6 hours, the charge is \$50.00 per hour per room. This includes **time to set-up, decorate, and clean-up for any event.** Any excess time used for set-up or clean-up will be deducted from the deposit at a rate of \$50.00 per hour.

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**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.

**Date Due** \_\_\_\_\_

Initial here \_\_\_\_\_

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. If event is booked within 30 days, half of deposit will not be refunded.

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**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. The deposit will be refunded on the next check distribution. Checks are distributed on a bi-weekly basis.

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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.

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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.

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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.

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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.

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

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**Event Security**

Security: One security guard is required for 75-150 guests unless alcohol is being served, which will require 2 officers regardless of party size. Events with more than 150 guests will require an additional security guard for every 75 guests. Via will arrange security. The cost is \$35 per hour, per security guard.

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

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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.

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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.

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

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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.

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

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

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**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.

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

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

Initial here \_\_\_\_\_

The sale of alcohol is strictly prohibited

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**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 \_\_\_\_\_

The Dauphin Street Café/kitchen and serving line is strictly off limits. No renter or caterer or guests are to enter the kitchen. Deposit will not be returned if anyone is found to have entered.

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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 12:00 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.

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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