

BRICK CHURCH RENTAL AGREEMENT
STATE OF ALABAMA COUNTY OF LIMESTONE

This Rental Agreement made and entered into on this the ____ day of _____, 20____, by and between the Town of Mooresville, hereinafter referred to as the LESSOR, and _____, hereinafter referred to as the LESSEE.

CONSIDERATION

That, in consideration of the respective agreements on the part of the LESSOR and the LESSEE hereinafter contained, LESSOR does hereby rent and lease to the LESSEE, for and during the term hereinafter provided, and upon and subject to the terms and conditions hereinafter specified, the premises known as the Brick Church situated on the northwest corner of Broad and Lauderdale Streets in Mooresville, Alabama.

1. Term of the Rental. The term of this Rental Agreement shall be for two (2) days limited to one evening prior to the planned event (for a rehearsal) from 5:00pm to 9:00pm the ____ day of _____, 20____; as well as for four (4) hours (for set-up) prior to the planned event which is to be performed at _____ o'clock on the ____ day of _____, 20____; and no later than 9pm the day of the event (for clean-up).
2. Cost of Rental and Deposit. The LESSEE shall pay the LESSOR one thousand (\$1,000.00) dollars for the use of the Brick Church per event. A non-refundable deposit in the amount of five hundred (\$500.00) dollars is required to reserve the date for the event. Payment in full of the remaining five hundred (\$500.00) dollars is due eight (8) days before the event. There is a two hundred and fifty dollar (\$250.00) refundable cleaning/damage deposit required with the remainder of the rental fee. The cleaning/damage deposit will be refunded if no violations are found following a post-event inspection by the LESSOR.

LESSEE may postpone the event to a date within 365 days of the original date of the event by giving notice of postponement no later than 90 days prior to the original event. If notice of postponement of the event is given less than 90 days prior to the event, such a postponement is considered a cancellation and LESSEE forfeits the deposit and must pay a new deposit to book a new date.

3. Premises Rented "As Is". LESSEE agrees to rent the premises "as is". LESSEE acknowledges that the building is not handicap accessible and does not have toilet facilities, heat or air conditioning. Fans and space heaters are permitted. Fire code limits occupancy to a maximum of 120 people.
4. LESSEE Assumption of Liability for Damage. LESSEE is responsible for the conduct of all those in attendance. LESSEE will assume responsibility for any damage to the property, equipment, or facility. The Mooresville Brick Church was built in 1838 and many parts of the structure are in fragile condition. LESSEE acknowledges the delicate

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condition and agrees to the restrictions listed below. Any violation of these restrictions will result in the forfeiture of the cleaning/damage deposit and other damages to church property, equipment or facilities that may be reasonably determined by the LESSOR.

RESTRICTIONS: (Please initial after each restriction.)

- a. No smoking is allowed within the building or alcove. _____
- b. No food or drink is allowed inside the building with the exception of a communion service. _____
- c. No furniture is to be removed from the Church at any time. _____
- d. Inside decorations are limited to windowsills, pew arms, floors, one front wall hook and the alter rail. No items may be affixed to the walls or furniture by nails, tacks or adhesive tape. Nothing may be hung from the ceiling hooks, light fixture, window sashes or on the doors. _____
- e. Any vases or flowerpots set on wood surfaces must be placed on protective trays. _____
- f. Candles or lanterns must be within a glass chimney or votive holder on a stable base. LESSEE is responsible for candles or lanterns being extinguished immediately following the event. We highly encourage the use of electric or "flameless" candles. _____
- g. The windows are extremely delicate and must not be touched in any way. They should not be cleaned. If the two north windows need to be opened for ventilation, this must be requested of the Brick Church Rental Coordinator no later than 24 hours prior to the event. _____
- h. Outside decorations are limited to the grounds of the corner lot immediately surrounding the church and the single wall hook between the doors. No confetti or rice may be used. Birdseed is allowed outside the building only. Candles or lanterns may only be used within a glass chimney or votive holder on a stable base and must be extinguished immediately following the event. No releasing of balloons, fireworks, or sky lanterns (fire balloons) is allowed. _____
- i. Any other common sense limitation not listed above is expected to be observed. _____

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5. Cleaning. It is the responsibility of the LESSEE to clean the building and grounds before and after the event. In general, this means dry dusting and sweeping before and after the event, picking up litter and removing all decorations after the event. No water or cleaning products are permitted to be used on the floor or wood surfaces. The windows may not be cleaned. All trash must be carried away by the LESSEE. A failure to comply with this policy will result in a forfeiture of the cleaning/damage deposit.

6. Photography. The Mooresville Professional Photography Permit and Business License requirement is WAIVED for your chosen photographer during the term of this Rental Agreement. In addition, the price of a one day Photography Permit and Business License is included with your deposit (\$80 value) for any photos to be taken outside the allotted rental time and within thirty (30) days of your event. Photographer or Lessee must contact the Photography Coordinator no less than one week prior to book the Brick Church for the photography session and to receive a permit and badge. All Town of Mooresville photography and parking rules and restrictions apply.

7. Parking. This is a residential town and in order to respect the resident's and their private property we have a very strictly enforced parking policy. All bridal party members, family members, wedding guests and vendors are to park on the pavement outside of Town on North Street or Old Hwy. 20 at all times. **THERE IS NO PARKING IN TOWN** at any time except for the delivery of flowers, decorations, musical instruments or equipment. **THERE IS NO PARKING OF ANY VEHICLES OFF THE PAVEMENT; ALL VEHICLES MUST STAY IN THE ROADWAY AT ALL TIMES.** During the event the block of Lauderdale Street in front of the church is closed to all traffic; dropping off passengers is permitted on Broad Street only. A single "getaway vehicle" for the bride and groom may park on Broad Street during the event. Parking assistance during the main event in the form of a Sheriff's Deputy or security officer will be provided when available. However, it is the LESSEE'S responsibility to communicate and enforce these restrictions to their bridal party, family, guests and vendors at all times. Any violators are subject to tickets or towing.

LESSEE understands the parking guidelines described above and mapped in the diagram provided and agrees to abide by the guidelines.

8. Acknowledgement. LESSEE has read and accepts the terms and conditions of this Rental Agreement. LESSEE also understands that in addition to any and all legal and equitable remedies, which the Town of Mooresville may have, and that at its option, it may cancel any contract and reservation in any case involving noncompliance with terms, conditions, and regulations, or for nonpayment of rental fees.

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IN WITNESS WHEREOF, LESSOR and LESSEE, being duly authorized, have caused this Rental Agreement to be executed this the ____ day of _____, 20_____.

LESSOR: Town of Mooresville

By: _____

LESSEE: _____

Revised: January 2012