

RESOLUTION NO. 5439-25

A RESOLUTION REPLACING RESOLUTION NO. 1409-07 SETTING FORTH THE RULES AND REGULATIONS FOR THE OPERATION OF THE JAMES P. NIX CENTER COMPLEX LOCATED AT ONE BAYOU DRIVE, FAIRHOPE, ALABAMA.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, as follows:

- I. The James P. Nix Center members will have priority use of the Center. The Ballroom and the Doris Chennell Cardroom may be rented to individuals or groups when available.

- II. RESERVATIONS
 - A. Reservations shall be on a first come, first served basis, except for Governmental functions which shall take precedence over all other functions and may necessitate the cancellation or postponement of an event.
 - B. Persons or groups wishing to reserve the Ballroom or Cardroom must complete, date, and sign the Application for Use of Activity Center Form, Cancellation Policy, Indemnity/Hold Harmless Agreement, Rental Rates and Rules Form, and pay the required rental fee in order to reserve the James P. Nix Center Ballroom or Doris Chennell Cardroom. No reservations will be confirmed until the rental fee is paid in full.
 - C. Cancellations or date changes must be in writing and signed by the application holder and must be given to the Rental Coordinator or Manager at the James P. Nix Center not less than sixty (60) days prior to the event for any refund to be given. Fee refunds will be made by check, less a 20% handling charge. No refunds will be made for cancellations made within sixty (60) days of the event.
 - D. Groups that have events that occur annually and have rented the ballroom for at least five (5) consecutive years shall have the right for advance booking provided that the James P. Nix Center receives the completed application(s) and payment(s) in full at least four (4) months prior to the requested dates.
 - E. The James P. Nix Center may not be rented on a weekly basis.
 - F. Rental rates shall be as follows:
 1. The Ballroom is \$1,250.00 per eight (8) hour day Fairhope Resident Rate and \$1,750.00 per eight (8) hour day Fairhope Non-Resident Rate.

2. Rentals on recognized city holidays will be charged an additional \$600.00.
 3. An additional (2) two hours, over and above the already included (8) eight hours, may be purchased for \$100.00 (\$250.00 on recognized city holidays).
 4. Audio/visual equipment is also available upon request, for an additional \$100.00 fee.
 5. The Doris Chennell Cardroom may be rented on weeknights for meetings for \$500.00 Fairhope Resident Rate and \$750.00 Non-Resident Rate for four (4) consecutive hours of use after 5:00pm.
- G. Rentals at the James P. Nix Center will not be permitted after 12:00 a.m. Event breakdown and clean-up (at minimum) should start at least one hour prior to the 12:00 a.m. closing time.
- H. The rental fee for the ballroom includes tables, chairs, one-time set-up, and commercial kitchen. The furniture, tables and chairs in the Doris Chennell Cardroom may not be moved.
- I. The Fairhope Public Schools and Thomas Hospital may use the James P. Nix Center provided it is available. See Resolution No. 4871-23 or Resolution adopted for the present fiscal year and Ordinance No. 1486.
- J. The City of Fairhope, its departments and agencies, and city sponsored functions shall be exempt from rental fees provided the functions will improve the skills, finances, or betterment of the sponsoring department or portray the City of Fairhope in the best light for the good and benefit of the citizens of Fairhope. This does not relieve the said departments from clean-up, cleaning fees, security responsibilities or any of the Rules & Regulations set forth in this Resolution.

III. RULES AND REGULATIONS

- A. The number of Ballroom seating is to be given at the time of booking. Maximum seating and/or crowd capacity will be as per the Fire Code and event layout. Fire and exit lanes will be open at all times.
- B. Members and guests of the James P. Nix Center shall have priority of parking spaces during normal operating hours.

- C. Law Enforcement Personnel must be scheduled through the Fairhope Police Department and must be present during the entire event. Events requiring Law Enforcement Personnel include any event where alcohol is present, or any function at which security is deemed necessary by the City of Fairhope.
- D. Alcohol must be served by a bartender or caterer. If a cash bar is used, alcohol is sold, or alcohol is provided at a ticketed event, renter/caterer must show proof of proper ABC licensure.
- E. The Rental Coordinator or Manager will be the final authority regarding decorations.
 - 1. The James P. Nix Center does not provide cloth linens. However, paper tablecloths may be available for a fee.
 - 2. Decorations must be placed on the day of the event. No equipment or materials will be placed in the Ballroom or in the Doris Chennell Cardroom prior to the day and time of use unless approved by the Rental Coordinator or Manager.
 - 3. No painting will be permitted inside or outside the facility.
 - 4. All decorations are to be free-standing or approved by the Rental Coordinator or Manager. No nails, tacks, brackets or self-adhesive tape will be allowed on or in the walls, ceilings, floors, windows or any material that will deface, mar, or cause damage. No inflatables allowed.
 - 5. No shaving cream, toilet paper, silly string, rice, birdseed, sparklers, glitter, confetti (including decorative jewels), or the like will be thrown or used for decoration inside or outside the facility. Wedding sendoff items/throws must be approved by Rental Coordinator or Manager. All candles must be self-contained, battery candles preferred. If any of these are found on the floor, there will be additional clean-up/damage fees.
 - 6. All decorations, personal equipment, supplies, and other materials must be removed following an event before the renter leaves the premises.
- F. In order to maintain health standards as required by state and county regulations, all users of the kitchen must comply with Alabama Department of Health guidelines.

1. The kitchen, along with its appliances and equipment, will be used only by City Personnel or in conjunction with the rental of the Ballroom or the Doris Chennell Cardroom.
 2. The renter must use a licensed catering service, with a current business license and health permit, for the event. The renter and/or caterer serving food/drink will furnish pots, pans, trays, plates, saucers, cups, serving dishes, glasses, and silverware all of which will be washed before use.
 3. Grease shall be disposed of properly by renter or caterer.
 4. It is the responsibility of the renter to inform the caterer and other vendors of the rules and regulations. The caterer and/or renter are responsible for ensuring that the kitchen is clean and sanitized. The Rental Coordinator or Manager can provide a detailed list of responsibilities.
- G. All garbage will be removed from the building by the renter as needed during, and at the close of the function before leaving the premises. Debris must be removed from the premises by the renter.
- H. Permission from the Rental Coordinator or Manager will be required for any person or group using appliances with special power requirements and/or cooking apparatus other than that provided by the Nix Center.
- I. The piano will remain in the Ballroom at all times. Nothing will be placed or stored in or on this instrument.
- J. If children are present during the function, they must be supervised at all times. Any damaged or broken items will be the renter's financial responsibility as determined by the City of Fairhope.
- K. All groups and organizations are responsible for their own clean-up of the kitchen, decorations, garbage, and debris. Anything brought in by the renter and/or caterer must be removed by the renter and/or caterer. It is the responsibility of the renter to ensure that the Rules and Regulations are adhered to. The Rental Coordinator or Manager will review the clean-up schedule prior to the function and will conduct an inspection after the function to assess whether or not additional clean-up fees will be charged. An additional clean-up fee at the rate of \$50.00 per hour will be charged for any time and/or required personnel necessary to complete the responsibilities of the renter.

- L. Additional fees will be charged for any damaged or missing items which include, but are not limited to, any broken or missing items from the facility, and carpet and/or tile restoration (e.g. dragging coolers and other heavy equipment across the floors).

- M. The James P. Nix Center is a smoke-free facility. In compliance with City Ordinance No. 1311, “smoking is prohibited within a reasonable distance often (10) feet outside an enclosed area where smoking is prohibited, so as to ensure that tobacco smoke does not enter the area through entrances, windows, ventilation systems or other means.” No smoking, use of other tobacco products, e-cigarettes, vaping, or other forms of smokeless tobacco are permitted in City facilities. The area around the fountain outside the main entrance is a designated smoking area. It is the renter’s responsibility to ensure that all of those present at the function are made aware of and adhere to this Ordinance.

- N. The James P. Nix Center rentals and events shall not violate any Federal, State or Local law, including but not limited to the Code of Alabama, Section 13A-6-68 and Section 13A-12-130. The City of Fairhope reserves the right to deny to rent to any individual, group or organization which may pose a threat to public safety.

- O. Persons or groups using one or more of the facilities must also obtain a Special Event Insurance Policy naming the City of Fairhope as additional insured for any event open to the public, where tickets are sold, and/or alcohol is on the premises.
 - 1. A mandatory Certificate of Liability Insurance policy showing the minimum requirements must be provided to and accepted by the City, at least seven days prior to the submitted rental date. The insurance policy naming the City of Fairhope as additional insured for any event open to the public or where tickets/money/donations are exchanged.

 - 2. Special Event Insurance Policy coverage and minimums:
Commercial General Liability
Coverage on an Occurrence from with a combined single limit of (Bodily Injury and Property Damage combined as follows:
Each occurrence \$1,000,000
Personal and Advertising Injury \$1,000,000
Products/Completed Operation Aggregate \$2,000,000
General Aggregate \$2,000,000

3. Coverages to include:
 - Premises and operations
 - Personal injury and Advertising Injury
 - Products/completed operations.
 - Independent Contractors
 - Blanket Contractual Liability
 - Broad Form Property Damage

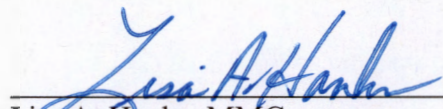
The Council reserves the right to amend, delete, adjust, or waive any and all stipulations set out herein.

Adopted on this 29th day of April, 2025



Jack Burrell, Council President

Attest:



Lisa A. Hanks, MMC
City Clerk