



**ST. BERNARD PARISH GOVERNMENT
AYCOCK BARN RENTAL AGREEMENT
CONTRACT FOR USE OF FACILITY**



Contracting Party Applicant Information		
CONTRACTING PARTY:		
Address, City, State, Zip:		
Authorized Rep:		
Contact phone/ email:		
Name of Event:		
Event Specific Information		
A	Function:	
B	Facilities Use:	AYCOCK BARN
C	Event Date:	
D	Setup Date: <i>Same day set up unless otherwise negotiated</i>	
E	Event Time:	
F	Move-in/Move-out Time: <i>One hour set up/teardown unless otherwise negotiated</i>	
G	Rental Fee for use of Aycock Barn: <i>Minimum rental fee of \$100.00 per hour for general public and \$50.00 per hour for non-profits and government agencies</i>	
H	Small Radio/PA System: <i>Optional, rental fee \$15.00 per hour</i>	
	<i>The Required amount for execution of this contract is:</i>	
	<i>Contract Final balance to be PAID in FULL on or before:</i>	
I	Fireman required per Section XV: <i>Cost of fireman</i>	

DEFINED TERMS: Whenever used in this contract, the term “Barn” shall mean and refer to the Aycock Barn, owned by St. Bernard Parish Government. Whenever used in this contract, the term “Parish” shall mean and refer to the St. Bernard Parish Government.

Pursuant to its RULES and REGULATIONS, Parish, hereby grants to Contracting Party permission to use space in the Aycock Barn, on the dates specified and at the fees stipulated all as described below.

This contract shall have no force or effect whatsoever unless it is executed by Contracting Party and returned to the St. Bernard Parish Government with the required rental deposit within (30) days after the date of issuance and approved by the St. Bernard Parish Government. Contracting Party shall sign this contract in the space(s) provided and by said signature, Contracting Party shall covenant and agree that it will perform or abide by each and every item and/or restriction and/or limitation of this contract.

(I) PAYMENT- Contracting Party agrees to pay to the St. Bernard Parish Government the minimum rental fee for facilities used in accordance with the specified rates at the time of execution of this contract. Contracting Party agrees to pay to the Parish any additional fees to be paid by invoice immediately following event (maximum 1 week), which may be applicable for services and/or equipment provided by the St. Bernard Parish Government. The minimum rental fee shall be due and payable (Make checks payable to St. Bernard Parish Government) in the manner specified below prior to the occupancy of the Barn. In no case shall there be any occupancy of the Barn by Contracting Party or its agents until the minimum rental fee has been paid, and the executed waiver as described in Section (2) below are received by the St. Bernard Parish Government and verified.

(II) INDEMNITY- Contracting Party agrees to conduct its activities upon the premises so as not to endanger any person or property and agrees to indemnify, defend, reimburse and hold harmless Aycock Barn and St. Bernard Parish Government, and their respective directors, officers, shareholders, employees, partners, agents, contractors, sub-contractors, representatives, experts, attorneys, licensees, affiliates, mortgagees, trustees, successors, assigns, and invitees, from and against any and all liabilities, claims, demands, causes of actions, obligations, actions, orders, directives made by any person or organization (including its members) and/or, judgments for money, losses of any type, property damage, personal injury resulting in injury and/or death, cost and expenses, including, attorney's fees and court costs, associated with, arising from or out of the activities conducted by the Contracting Party, its agents, organization (including its members), and/or guests pursuant to its use of the Aycock Barn and in accordance with this contract. This indemnification and hold harmless obligation shall include, but not be limited to, the burden and expense of defending all claims (attorney fees and court cost included, but not limited to same), suits, obligations and administrative proceedings, even if such claims, suits or proceedings are groundless, false or fraudulent, and conducting all negotiations of any description, and paying and discharging, when as the same become due, any and all judgments, penalties and other sums due against such indemnified persons in accordance with this Contract.

HOLD HARMLESS AND INDEMNITY AGREEMENT
I have fully read the Aycock Barn Rental Agreement and understand that I have agreed to by execution below and by execution of this contract to a Hold Harmless and Indemnity Agreement as it pertains to liability of any nature resulting from an injury or claim of any type as outlined herein above that occurs on the date of the event at the Aycock Barn regardless of whether or not it occurs prior to the event during the set up for the event, during the event, or after the event, during the clean up process.

Print Contracting Party's Name

Contracting Party's Signature

(III) UNAVAILABILITY OF PREMISES – In the event that the Premises contracted hereunder or any portion thereof are not available for occupancy upon commencement or during the term of the contract due to fire, casualty, Act(s) of God, national emergency, civil disorder, or other cause beyond the control of the

St. Bernard Parish Government, Contracting Party hereby waives any claim against the St. Bernard Parish Government and Aycock Barn for damages by reason of unavailability of the premises. Any unearned portion of the rent for the use of the Barn, or affected area hereunder, shall abate, or if previously paid, will be refunded by St. Bernard Parish Government to the Contracting Party.

(IV) DEFAULT – If a default is made by Contracting Party or the St. Bernard Parish Government on the performance of any of the material covenants or agreements hereof and said default is not cured or remedied to the satisfaction of either party within a reasonable time after notice thereof, the following procedures in the sequence indicated will be undertaken to remedy it: (a) Negotiation; (b) Alternative Dispute Resolution via a Non-Binding Arbitration program; (c) Litigation.

- (A) Reasonable notice and time to cure or remedy a contract default do not apply to situations involving personal safety, immediate waste and damage to facilities.
- (B) In the event of litigation, the Prevailing Party (Contracting Party or the St. Bernard Parish Government) shall be entitled to reimbursement of all reasonable expenses (including legal/attorney's fees and court costs) and loss profits substantiated by the Prevailing Party if cancellation or default is made by Contracting Party or St. Bernard Parish Government in the performance of any of the obligations contained in this contract.
- (C) The filing by or against Contracting Party of the petition of bankruptcy or insolvency, or for reorganization or arrangement, or for appointment of a receiver or trustee of all or a portion of Contracting Party's property, or making of an assignment for benefit of creditors of Contracting Party, shall constitute a default under this contract, and above mentioned notice period and procedures shall not be required in such a case.

(V) CANCELLATION – If Contracting Party cancels its commitment for reasons other than those outlined in Section (III) above to the date and space outlined herein, the following policies and payments to the St. Bernard Parish Government shall apply:

- (A) Payments: (1) all specified deposits will be forfeited with cancellation at any time. (2) 25% of the minimum rental cost plus all specified deposits will be forfeited if cancellation occurs within one hundred eighty (180) days of the first occupancy date, or (3) 100% of the minimum rental cost which would include all specified deposits will be forfeited if cancellation occurs within sixty (60) days of the first occupancy date. (4) Payment for partial cancellation of space will be determined on a prorated basis.
- (B) The St. Bernard Parish Government will make every effort to re-lease Contracting Party's space and dates and shall apply rent received against the Contracting Party's cancellation payment, excluding its deposits. This provision applies only to new events occupying the canceled space and dates and does not apply to events moved into Contracting Party's space and dates from within the same year.
- (C) Cancellation payments are due at the time of cancellation. Rent received by the St. Bernard Parish Government for the re-lease of space will be refunded to Contracting Party not later than sixty (60) days following the scheduled last day of occupancy. _____ **Initial**

(VI) COMPLIANCE WITH GOVERNMENTAL LAWS AND REGULATIONS – Contracting Party shall comply with all laws, ordinances and regulations adopted or established by federal, State, Local or Municipal governmental bodies. Contracting Party shall obtain all permits or licenses required by law, ordinances and rules and regulations.

(VII) COMPLETE AGREEMENT – The parties hereto agree that the terms and conditions of this contract, including any addenda attached hereto set forth the entire agreement of the parties and supersedes all prior negotiations, representations or agreements, either written or oral, between the parties, and that this contract cannot be changed or modified except by a written instrument signed by both the St. Bernard Parish Government and Contracting Party.

(VIII) ENFORCEMENT OF TERMS – The Aycock Barn and St. Bernard Parish Government’s failure to strictly enforce any term or condition of this contract shall not operate as a waiver of the Aycock Barn and St. Bernard Parish Government’s rights hereunder and shall not preclude Aycock Barn or St. Bernard Parish Government from the subsequent enforcement of any such term or condition.

(IX) NOTICE – Notice under this agreement shall be given by hand delivery, receipt required or by certified mail, return receipt required or by certified mail, return receipt requested.

In the case of St. Bernard Parish Government, addressed to:

St. Bernard Parish Government
8201 W. Judge Perez Drive
Chalmette, LA 70043

In case of the Contracting Party, addressed to:

(X) GOVERNING LAW – The parties agree that this contract shall be governed by and construed under the laws of the State of Louisiana and venue shall be the 34th Judicial District Court, Chalmette, Louisiana.

(XI) SEVERABILITY CLAUSE – If any one or more of the provisions contained in this contract shall, for any reasons, be held to be invalid, illegal or unenforceable, in whole or in part, such invalidity, illegality or unenforceability shall not affect any other provisions of this contract, and in such an event, this contract shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

(XII) NON-DISCRIMINATION – The Contracting Party agrees that it will not discriminate against any persons in connection with admission, services or privileges offered to or enjoyed by the general public because of race, creed, ancestry, sexual orientation, disability, color, sex, marital status, age, religion or national origin.

(XIII) SUBLETTING AND ASSIGNMENT – The Contracting Party hereby agrees that it shall not sublet or assign its rented space in the facility or any its rights in this contract without prior written consent of the St. Bernard Parish Government.

(XIV) MOVE-IN/MOVE-OUT – When move-in/move-out exceeds the specified amount(s) above, an hourly rate based on the facility move-in rate will be charged to the Contracting Party. _____ **Initial**

(XV) RULES AND REGULATIONS – All terms and provisions contained in the RULES AND REGULATIONS/GENERAL POLICY REGULATIONS pertaining to the rental of the Aycock Barn are applicable to this contract and are made part hereof as though printed in their entirety. By signing this

Contracting Party acknowledges receipt of a copy of the RULES AND REGULATIONS/GENERAL POLICY REGULATIONS and agrees to abide by its terms.

- (A) NO Smoking in or in the surrounding area of the Aycock Barn
- (B) Exterior bathrooms, exterior lighting, water fountain features, and an ice machine is available for use upon written request and approval for use by St. Bernard Parish Government
- (C) NO glass containers of any type
- (D) NO glitter, confetti or rice (long confetti/streamers may be approved St. Bernard Parish Government)
- (E) NO Fog machines without approval and testing by St. Bernard Parish Government.
- (F) NO pyrotechnics, fire displays, or candles without approval of St. Bernard Parish Government and the Fire Chief. Contracting Party will be required a minimum of 1 fireman on duty for the event in the case that any of the such above items are approved by the St. Bernard Parish Government, which is not included in the rental and shall be denoted on the Contracting Party's quote or invoice.
- (G) Contracting Party must have a minimum of 1 sheriff deputy or security staff for any events that shall have in attendance 75 or more persons of any age (at the discretion of St. Bernard Parish Government) on duty for the event, which is not included in the cost of the rental agreement. This price shall be denoted on your quote or invoice. St. Bernard Parish Government requires one deputy or security staff per floor per event. Additional deputies or security staff may be required at the discretion of St. Bernard Parish Government.
- (H) For any event or rehearsal, there shall be outside food or drinks allowed.
The rental time includes a setup and a cleanup time. Check how many hours your rental includes and plan accordingly if you need additional hours.
- (I) Small radio and PA system may be provided for an additional \$15.00 per hour
- (J) NO equipment- chairs, tables, or other set up equipment is provided by Aycock Barn or St. Bernard Parish Government
- (K) Contracting Party shall abide by the St. Bernard Noise Ordinance in effect at the time of the function.
- (L) NO paint allowed at any time in the building or on the grounds. This includes paint during the performance.
- (M) NO building of props or any laboring with saws or various cutting instruments inside of this building.
- (N) All decorations and/or props and belongings must exit the building when you move out. Any decorations and/or props or belongings left behind shall be thrown out and Contracting Party will be responsible for the disposal fee & any additional labor cost.
- (O) If you have outside vendors or anyone doing work for your event, please include their setup and cleanup time in your rental time.
- (P) St. Bernard Parish Government must approve any tape product used in the building prior to entering for the event. If there is glue or other adhesives left behind the Contracting Party is responsible for the charges.
- (Q) No palettes or heavy objects that threaten to damage the facility are allowed inside the Barn at any time during the event.

_____ **Initial** that you have read and fully understand all Rules and Regulations.

(XVI) RESPONSIBILITIES- It is the responsibility of the Contracting Party to remove all trash generated during the duration of the Event. During each day, any garbage generated must be properly bagged and any trash in excess of four bags shall be removed from the premises by the Contracting Party. Garbage collection must occur throughout each day of the Event, and must occur in such a manner that the Barn will remain in a sanitary and healthy condition. Material used in the preparation or cooking process must be contained and disposed of in the proper manner and in the proper containers. Contracting Party shall be responsible for disposing of trash generated by Event attendees.

_____ **Initial** that you have read and fully understand the Responsibilities.

(XVII) PARKING RESTRICTIONS- The Contracting Party shall provide adequate barriers and security to prevent parking in areas that would cause a hazard, obstruct the designated roadway, and/or violate any local, state, federal or other law, ordinance, or regulation.

(XVIII) GENERAL PROCEDURES FOR BOOKINGS-

- (A) If applicable to your event, prices are subject to change based on labor or food cost at any time at the discretion of St. Bernard Parish Government.
- (B) As of 3/9/2012, any booking that has been given a previous quote will now abide by our current rates and conditions. If they have paid in full for that previous quote than we will allow the transaction. Otherwise, the client will be issued a new invoice as of 3/9/2012 with correct pricing.
- (C) St. Bernard Parish Government will confirm bookings, contracts, production orders and deposits for all events on our books. All deposits should be deposited within two business days after the Contracting Party books their event to assure valid funds.
- (D) A 50% non-refundable room rental deposit shall be paid in order to reserve a date. _____ **Initial**
- (E) A temporary “penciled in” hold can be put on a date without a deposit. However, if anyone else wishes to book that date, there is a 24-hour window to claim by making a deposit in order to book that date. Otherwise, the date will be released to the next available Contracting Party that signs a contract and makes a deposit. _____ **Initial**
- (F) The Contracting Party shall be allowed entry to the Barn one hour prior to the scheduled event on the day of the scheduled event to set up. _____ **Initial**
- (G) There will be a walk through before each event and sign off by the Contracting Party and Facility Coordinator to record any existing damages to the building or equipment. After the event both parties will do a final walk through to ensure there was no damage incurred during the event. The Contracting Party is responsible for payment of any damages incurred during the event. _____ **Initial**
- (H) Any checks that are returned NSF require an additional \$35 charge. The client will also have to pay any future payments in full in cash. After 30 days past due for any charges, a 10% fee will be assessed for remaining balance per month that payment is late. _____ **Initial**

(XIX) CATERING-The Parish has no catering services available to the Contracting Party. The Contracting Party may retain the services of a caterer. The Parish shall not be responsible for any debt incurred by the Contracting Party for the use of a caterer.

(XX) AUDIO/VISUAL- To use any audio or visual equipment, proper review of materials must be submitted no later than 48 hours prior to event or Contracting Party will **NOT** be allowed to use equipment. On the

