



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 1/29/2026

File ID: TMP-6478

Department: Parks and Recreation

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into a Facility Use Agreement between the City of Huntsville and The Arts Council, Inc. d/b/a Arts Huntsville for the event "Panoply Arts Festival".

Resolution No.

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:N/A

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: Big Spring Park, 200 Church St. SW Huntsville AL 35801

District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☒ District 5 ☐

Additional Comments:

RESOLUTION NO. 26-____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, is hereby authorized to enter into a Facility Use Agreement between the City of Huntsville and The Arts Council, Inc. dba Arts Huntsville, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as "Facility Use Agreement between the City of Huntsville and The Arts Council, Inc. dba Arts Huntsville" consisting of six (6) pages and the date of January 22, 2026, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

ADOPTED this the 22nd day of January, 2026.

President of the City Council of
the City of Huntsville, Alabama

APPROVED this the 22nd day of January, 2026.

Mayor of the City of
Huntsville, Alabama

FACILITY USE AGREEMENT
BETWEEN THE CITY OF HUNTSVILLE
AND THE ARTS COUNCIL, INC. d/b/a
ARTS HUNTSVILLE FOR THE
PANOPLY ARTS FESTIVAL

STATE OF ALABAMA

MADISON COUNTY

FACILITY USE AGREEMENT

This lease agreement is made and entered into on the 22nd day of January, 2026, by and between the City of Huntsville, a municipal corporation in the State of Alabama, hereinafter referred to as "Licensor," and The Arts Council, Inc. d/b/a Arts Huntsville an Alabama nonprofit corporation, hereinafter referred to as "Licensee."

Licensor hereby grants a license unto Licensee for that period beginning at 6:00 o'clock a.m. on Sunday April 19, 2026, through and including 5:00 o'clock p.m. on Monday, April 27, 2026; for that period beginning at 6:00 o'clock a.m. on Sunday, April 18, 2027, through and including 5:00 o'clock p.m. on Monday, April 26, 2027; and for that period beginning at 6:00 o'clock a.m. on Saturday, April 23, 2028, through and including 5:00 o'clock p.m. on the Monday, May 1, 2028, those premises owned by Licensor which are depicted generally on the map attached hereto as Exhibit "A," hereinafter referred to as "Licensed Premises" (and being a portion of Big Spring Park and other properties located at 200 Church Street, Huntsville, AL 35801) which is made a part of this lease agreement as if fully set out herein. Licensor and Licensee acknowledge and agree that site conditions may require adjustments to the boundaries of the Licensed Premises from year to year during the period of this lease. Such lease is according to the following terms and conditions:

1. Licensee agrees to produce an arts festival event denominated as "Panoply Arts Festival" ("Panoply") on the Licensed Premises during the period of the lease.

2. Licensee shall be permitted to erect a fence around the perimeter of the Licensed Premises provided **NO** holes are drilled in any existing concrete, asphalt, brick or other impervious surface and further provided that the fence is not anchored in concrete or any other permanent material. Licensee understands and agrees that the actual fence location, as depicted on Exhibit "A" may be modified as directed by Licensor to provide for traffic and pedestrian safety. Licensee agrees that no fencing shall be erected prior to Monday of the week during which Panoply occurs each year. Except as provided in this paragraph, road closings associated with each Panoply covered by this lease shall be governed by the required special events permit issued to Licensee by Licensor prior to each Panoply. It is the intent of the parties to this Agreement that roads to be closed in connection with Panoply shall remain open as long as is reasonably practicable preceding the event. Road closings for Panoply 2026, 2027, and 2028 shall be as approved by the Huntsville Police Department for the Special Event Permit issued for Panoply for those years.

President of the City Council of
the City of Huntsville, Alabama
Date: _____

3. Licensee agrees to comply with all ordinances, laws, rules, and regulations pertaining to the use of the Licensed Premises and shall not use the premises in an unlawful manner. The Licensee shall obtain all licenses and permits and pay all fees necessary or required to hold events and sell food, beverages and other concessions on the Licensed Premises.

4. Licensee shall be permitted to sell alcoholic beverages on the Licensed Premises. Prices charged for alcoholic beverages shall remain fixed for the duration of Panoply. Licensee agrees to prevent any person from bringing alcoholic beverages into the Licensed premises, except as provided hereinabove. Licensee agrees to prevent any person from leaving the Licensed premises while in possession of any alcoholic beverage. Licensee further agrees to post signs at each access way into the Licensed premises informing patrons or visitors that (1) access will be denied to any person who attempts to bring alcoholic beverages into the Licensed Premises, and (2) that no alcoholic beverages will be allowed to be removed from the Licensed Premises.

5. Licensee shall indemnify and hold harmless and does hereby agree to indemnify and hold harmless Licensor, its officials, officers, employees, agents, contractors and volunteers performing an authorized city function, (hereinafter referred to as "indemnitees") from and against any and all claims, liability, loss, judgments, suits, penalties, costs, expenses and damages arising out of the use or occupancy of the Licensed Premises by Licensee (including but not limited to reasonable attorneys' fees and expenses and court costs and fees). Licensee's duty to indemnify shall not apply to loss, injury, death or damage arising by reason of the negligence or misconduct of the indemnitees. Licensee's duties hereunder shall survive the termination or expiration of this Agreement.

Nothing contained in this section 5 shall be construed as a waiver of any immunity or statutory protection of the City of Huntsville, Alabama, and no third party may expand any recovery against the City due to the Licensee's duty of indemnification.

6. Licensor agrees not to issue any licenses or permits to any entity other than the Licensee for the use of the public rights-of-way in the Central City area for those dates covered by this agreement. Licensee shall have the right to control access to the Licensed Premises during each Panoply covered by this agreement in accordance with established festival policy, including, but not limited to, prohibiting access for pets, bicycles, electric scooters, skateboards, rollerblades, portable radios, cassette or compact disc players, weapons, and prohibiting distribution of literature and sales of any food, beverage or product by individuals or groups not authorized by Licensee.

7. Licensee agrees to pay all cost associated with clean-up of trash and garbage within the Licensed Premises.

8. Licensee shall obtain and maintain in effect throughout the term of this agreement, Commercial General Liability with the following minimum limits:

\$1,000,000 Per Occurrence Limit
\$1,000,000 Personal and Advertising Injury
\$1,000,000 Products/Completed Operations

\$2,000,000 General Aggregate Limit

Such insurance shall be written on an occurrence basis and shall specifically insure Licensee against all liability assumed by it hereunder as well as liability imposed by law. The City of Huntsville, its officers, employees, agents, contractors and specified volunteers shall be named as additional insureds through ISO Additional Endorsement CG 20 10 or equivalent that is sufficient to provide coverage for ongoing operations and CG 20 37 or equivalent to provide coverage for completed operations. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, employees, agents, contractors or specified volunteers except it shall be limited in the case of the indemnitee or indemnitees' sole negligence. Coverage under the Licensee policy shall be written or endorsed to provide primary coverage to any other valid or collectible insurance. Any City of Huntsville coverage is noncontributory except in the event of the sole negligence of the additional insured(s). Licensee shall provide a Certificate of Liability Insurance evidencing required insurance coverage and contractual verbiage prior to the commencement of any use of the facilities. However, failure of The City to procure the Certificate of Insurance does not waive any insurance provisions. The Certificate Holder section shall read as follows:

City of Huntsville, AL its officers, employees, agents, contractors and specified volunteers
Attn: City Attorney
P.O. Box 308
Huntsville, AL 35804

Such policy of insurance shall be issued by a company authorized to engage in the insurance business in the state of Alabama and shall be approved by the City Attorney of the City of Huntsville prior to Licensee entering upon the Premises upon the terms of this agreement. It is not the intention of the parties to limit the insurance coverage to the minimum limits stated in the contract but the entire limits of coverage carried if limits are higher than those noted on the Certificate of Insurance.

9. No later than February 15th of each year covered under this agreement, Licensee shall provide to Licensor a final site plan for that year's Panoply and shall conduct a coordination meeting with area businesses and appropriate departments of Licensor to address issues related to Panoply. Licensee shall provide the City Council with an event status report not less than two (2) weeks prior to the event.

10. The parties agree that nothing in this agreement shall be construed to invalidate pre-existing arrangements for in-kind assistance rendered by various City of Huntsville Departments and Divisions, including, but not limited to, the Police Department and the Divisions of Landscape Management, Recreation Services, Facilities, Parking and Transit.

11. Licensor reserves the right to terminate this Lease, for any reason by way of a resolution adopted by the City Council, not later than thirty (30) days following the conclusion of any Panoply event.

[Signatures follow on the next page.]

IN WITNESS WHEREOF, the parties have hereunto entered into this agreement on the day first above written.

LICENSOR:

CITY OF HUNTSVILLE, ALABAMA

By: _____

Tommy Battle

Its: Mayor

ATTEST:

By: _____

Shaundrika Edwards

Its: City Clerk

LICENSEE:

THE ARTS COUNCIL, INC. d/b/a
ARTS HUNTSVILLE

By: _____

Its: President

By: _____

Its: Executive Director

ATTEST:

By: _____

Exhibit A: Big Spring Park, 200 Church Street SW, Huntsville, AL 35801

