



# Huntsville, Alabama

305 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 2/26/2026

**File ID:** TMP-6566

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**Department:** Fire and Rescue

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing Mayor to enter into an agreement between the City of Huntsville and The Huntsville Dream Center, Inc. for a facility lease.

Resolution No.

**Finance Information:**

**Account Number:** 1000-42-42100-515050-00000000

**City Cost Amount:** NTE \$25,000

**Total Cost:** NTE \$25,000

**Special Circumstances:**

**Grant Funded:** NA

**Grant Title - CFDA or granting Agency:** NA

**Resolution #:** NA

**Location: (list below) NA**

**Address:**

**District:** District 1  District 2  District 3  District 4  District 5

**Additional Comments:** NA



**RESOLUTION NO. 26- \_\_\_\_\_**

**BE IT RESOLVED** by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized to enter into an Agreement by and between the City of Huntsville, a municipal corporation in the State of Alabama, and the Huntsville Dream Center, Inc. for the rental of The Dream Theatre for Huntsville Fire and Rescue and Huntsville Police ceremonies which said Agreement is substantially in words and figures similar to that certain document attached hereto and identified as “Agreement between the City of Huntsville and The Huntsville Dream Center, Inc.” consisting of eleven (11) pages and the date of February 26, 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 26<sup>th</sup> day of February 2026.

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

**APPROVED** this the 26<sup>th</sup> day of February 2026.

\_\_\_\_\_  
Mayor of the City of Huntsville,  
Alabama

**FACILITIES USE CONTRACT**  
**The Huntsville Dream Center**  
*The Dream Theatre*

This Facilities Use Agreement “Agreement” is entered into and effective as of the date of signing by and between The Huntsville Dream Center, Inc., herein referred to as the “Lessor”, a corporation of the State of Alabama, and the City of Huntsville, a municipal corporation in the State of Alabama, hereinafter referred to as the “City or Lessee”.

The City desires to rent The Huntsville Dream Center’s Dream Theatre (hereinafter “Venue” located upon The Rock Family Worship Center campus (the “Premises”) to City upon the terms set forth herein to conduct graduation ceremonies for Huntsville Fire and Rescue and Huntsville Police Department Cadet Academies (the “Events”).

**1. SUMMARY OF RENT PROVISIONS:**

A. THE HUNTSVILLE DREAM CENTER, THE DREAM THEATRE

3401 Holmes Avenue, NW

Huntsville, Alabama

Telephone: (256) 533-9292

Contact Person: Kat Holder, Ashlynn Belle, or Andrea Valverde

B. RENTER INFORMATION

Huntsville Fire and Rescue:

Contact Person: Annie Helms

Email: [annie.helms@huntsvilleal.gov](mailto:annie.helms@huntsvilleal.gov)

Address: 2100 Clinton Avenue, W

Huntsville, AL 35805

Telephone: 256-427-6774

Huntsville Police Department:

Contact Person: Jessi Winn

Email: [jessi.winn@huntsvilleal.gov](mailto:jessi.winn@huntsvilleal.gov)

Address: 815 Wheeler Avenue

Huntsville, Alabama 35801

Telephone: 256-427-7002

C. SCHEDULING

Rental reservations will be held for a period of 10 working days after which, if a Purchase Order is not received, the desired dates may be released to another renter.

D. PREMISES/VENUE DESCRIPTION

Capacity: Audience 737 (800 with rows added to the front)

Currently there are no seating restrictions on the Venue. We follow the guidelines put in place statewide and will update contracts as needed.

- o 700 seat theater with colored LED lighting
- o Full working stage house with loading dock

- o *Standard lighting*
- o *State of the art audio*
- o *Intercom/Paging system in each dressing space*
- o *Multiple dressing rooms with paging*
- o *Video monitor lobby kiosk*
- o *Free Parking*

E. PRODUCTION STAFF

To be provided by contracted company: Venue Staff or approved production company.

F. AVAILABLE PARKING

On premise Visitor Parking. Reserved parking not available.

**2. RENT AND SERVICE FEES:**

Base Rent: \$950 per 12-hour day

Partial Day: \$550.00 6-hour day

Sound and Lighting Techs: 2 Venue staff members at \$30 per hour each

Venue House Manager Fee: \$30 per hour for one staff member

Custodial Fee: \$250 per day

Filming Services: \$500 each event

LED Wall – No Charge

Security to be provided by Lessee

**MISCELLANEOUS FEES:**

Miscellaneous fees for requests made by City may include, but are not limited to: administrative/clerical, additional tables, chairs, ballet barres, genie lift, gels, projector, piano and piano tuning to be negotiated on an as needed basis.

**3. CONTRACT DURATION:**

The contract shall be effective for a period beginning June 23, 2026 and remain in effect for a period of three years with venue rental and services provided on an as-needed basis. This agreement can be terminated by either party with a thirty (30) day written notice.

**4. USE OF THE PREMISES:**

The Lessor hereby grants to City permission to use the Premises for uses in connection with the Events, during the dates and times specified above. In using the Premises, The City shall abide by all the conditions of this Agreement, the conditions set forth in Exhibit B attached hereto and Addendum 1, "Building Use Regulations". The City shall not make any alterations or improvements to the Premises, or install any signs, floor coverings or fixtures, without the Lessor's written approval. The Lessor shall have the

right to enter the Premises at all times to inspect and confirm City's compliance with the terms of this Agreement. All other portions of the Building, other than the Premises, will remain under the Lessor's control and may be used for any and all purposes, as Lessor may deem appropriate.

**5. MOVE-IN/MOVE-OUT:**

The City shall not begin moving equipment, furnishings, other property or personnel onto the Premises beginning at 1:00 pm on load in date. Any equipment, furnishings, or other property belonging to the City remaining upon the Premises after the move-out date shall be deemed abandoned and may be disposed of by Lessor, at such time and in such manner as the Lessor may determine at its sole discretion. The City will be billed at the rate of \$50 per hour for this service. The City acknowledges that the Lessor shall have no liability whatsoever for any loss of or damage to City's equipment, materials or other property which may arise as a result of such disposal. At the end of event, the facility and equipment used must be returned to standard rental condition.

**6. FEES AND PAYMENT:**

**A. BASE RENT AND SERVICE FEES**

The City agrees to pay to the Lessor the Rent and other fees in the amounts specified in the Summary of Rent Provisions. The Lessor reserves the right to charge additional fees, based upon Lessor's customary rate for any services, equipment or personnel provided by Venue in connection with Renter's use of the Premises, as described in the Summary of Rent Provisions. Renter shall be responsible for ticket sales for its event if applicable.

**B. PAYMENT**

The City shall issue a Purchase Order to the Lessor within 10 days scheduling the rental reservation. At the completion of the rental and upon receipt of an invoice, a check or EFT payable to: "The Huntsville Dream Center" and shall be delivered to Lessor at 3401 Holmes Avenue NW, Huntsville, AL 35816, Accounting Department, and to no other entity, will be issued terms Net 30. The Lessor reserves the right to refer the City's account to a collection agency and the City will be responsible for any additional charges incurred.

**7. SERVICES, PERSONNEL AND EQUIPMENT:**

The Lessor's Production Staff hired by the City shall operate all Venue equipment, and the City is not authorized to handle or operate such equipment unless otherwise previously agreed to in writing by the Production Director (PD). The Lessor shall

provide, at no additional cost to the City, normal HVAC, electricity, overhead lighting, and water. The Lessor agrees to provide, at the City's expense, the additional services, personnel, equipment and other requirements as described in the Summary of Rent Provisions, or as otherwise agreed to in writing by the Lessor and the City. The Lessor may also provide, at City's expense, such other services, personnel (excluding security and law enforcement), equipment or other requirements as the Lessor may, in its discretion, determine are reasonably necessary or appropriate for the protection of the Premises, Building or other interests of the Lessor. All other services, personnel, equipment or other requirements (including without limitation security, furnishings, electrical, communications and other equipment) which are beyond the normal operation and maintenance of the Premises, shall first be approved by the Lessor, and shall be arranged and paid for by the City.

**8. THIRD PARTY SERVICES:**

The City may require certain security or other services not provided by the Lessor. The City may contract for such services with third party service providers (a "**Service Provider**") subject to the terms set forth herein. If the City chooses to retain a Service Provider, the City shall first notify the Lessor of the name of the Service Provider and the general nature of services to be provided. All Service Providers will be subject to Lessor's prior written approval. Lessor may require that Service Providers be selected only from a Venue-prepared list of Service Providers pre-approved by the Lessor. All Service Providers (including without limitation, subcontractors or other third parties) shall, before performing any services in connection with this Agreement, secure and maintain commercial general liability insurance, property insurance, workers compensation, automobile insurance, employers liability insurance, and such other insurance coverage, in such forms and amounts as the Lessor may reasonably require relative to the nature of the services to be provided, and shall provide the Lessor with certificates of proof of all required insurance. All Service Providers shall also comply with all applicable permitting, bonding and other requirements of any governing authorities, including without limitation all applicable licensing requirements.

**9. ADVERTISING:**

The City shall not place any signs, banners, posters (containing commercial identification or otherwise) or other advertising on the Premises, in or on the Building, or otherwise on the Premises, without prior written approval of Lessor. The City shall not post or exhibit or allow to be posted or exhibited any signs, advertisements, show bills or posters of any description on any part of the Premises or the Building, or otherwise on the Premises, except upon the regular billboards provided for such purpose by PD, or as otherwise approved in writing in advance by the Lessor. The City will use, post or exhibit only such signs, advertisements, show bills and/or posters upon said billboards as they relate to the

performance or exhibition to be given under this Agreement and which meet with the approval of PD. The City shall not, without the consent of PD, distribute or circulate, or permit to be circulated or distributed, any advertising matter or programs in or about the Premises or the Building. The City shall also not include the name or any trademark of the Venue in any advertising, sales promotion or other publicity matter without the Lessor's prior written approval.

**10. SUITABILITY OF SPACE:**

The Lessor makes no representation warranty or agreement that the Premises, parking, or ancillary facilities are suitable for City's intended purpose. The City acknowledges that they have inspected the Premises and agrees to accept the Premises as they are on the date of this Agreement, subject to such changes as the Lessor and the City may agree to in writing.

**11. CONDITIONS OF USE:**

In using the Premises, the City, its employees, agents, guests, invitees, subcontractors, and Service Providers shall:

- A. Comply with all applicable federal, state and local laws, codes, regulations, rules and orders, and all regulations and policies of Venue. The City shall obtain, at its expense, all required government licenses, permits and approvals except those licenses, permits and approvals to be obtained by the Venue as specified herein.
- B. Refrain from using any portion of the Building, the Premises, or any other part of the Venue campus in any manner that may create a fire or other hazard, is inconsistent with applicable fire codes or policies, or could invalidate or increase the rate of insurance on the Building. The City shall not construct any tents or other temporary structures on or around the Premises without the written approval of the Venue, the City Fire Marshal, and all other appropriate authorities.
- C. Refrain from using any portion of the Building or the Premises in any manner that constitutes a waste, nuisance, or causes injury to the building.
- D. Conduct its business within the building in a dignified and orderly manner, with full regard for the public safety, and in conformity with Venue fire and safety regulations.
- E. Disclose all potential liability issues including nudity, adult content, and the use of any potentially dangerous props or other equipment at the time of the signing of the contract.

**12. RETURN OF PREMISES:**

The City shall return the Premises and the building to Lessor in the same condition as received by the City, normal wear and tear excepted, and shall pay any costs to repair or

restore the Premises or the Building (and all Venue property located thereon) to such condition, unless the damage is caused by the sole negligence or willful misconduct of Venue, its employees or subcontractors.

**13. LIABILITY/INDEMNIFICATION:**

The City agrees to conduct its activities upon the Premises so as not to endanger any person or property, including without limitation the Building and the Premises and all furnishings, fixtures, or equipment thereon.

**14. INSURANCE:**

The City is self-insured. The City will provide a letter to this affect.

**15. DEFAULT/CANCELLATION:**

A. **Default.** Should either party default in the performance of any material term or condition of this Agreement, the non-defaulting party may give written notice of default to the defaulting party. If the defaulting party should fail to correct or take reasonable steps to correct such default within ten (10) days of notice, the non-defaulting party shall have the right to terminate this Agreement by providing written notice of termination to the defaulting party. In the event of default by the City resulting in termination, the Lessor shall retain the Rental Fees and all other fees previously paid by Renter as outlined below (B.). In addition, the City shall immediately pay to Venue compensation for all previously unreimbursed expenses for equipment, personnel or services incurred by Venue in connection with this Agreement. In the event of default by Venue resulting in termination, Venue shall refund to the City the entire Rental Deposit and all other fees previously paid to Venue by the City with the exception of the administrative/clerical fees.

B. **Cancellation by Lessor.** Should Lessor cancel the Event ninety-days (90) or more before Event, the Venue shall refund ninety percent (90%) of the Rental Deposit and all other fees previously paid by Renter. Should Renter cancel the Event thirty days (30) to eighty-nine days (89) before the Event, the Venue shall refund fifty percent (50%) of the Rental Deposit and other refundable fees\* previously paid by Renter. Should Renter cancel the Event less than thirty days (30) before the event, Venue shall refund twenty-five percent (25%) Rental Deposit and all other fees previously paid by Renter. In addition, Renter shall immediately compensate Venue for all previously unreimbursed expenses for equipment, personnel or services incurred by Venue in connection with this Agreement.

C. **Cancellation by Venue.** Venue reserves the right to cancel any performance and terminate this Agreement for the protection of public health and safety, or for reasons

arising from events outside of the Venue's reasonable control. In the event of such termination the Venue, Venue shall refund to Renter the Rental Deposit, together with all fees previously paid by Renter, less all reasonable expenses, incurred by Venue in connection with this Agreement prior to the date of termination.

**16. UNCONTROLLABLE CIRCUMSTANCES:**

Neither the City nor the Lessor shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to uncontrollable circumstances the effect of which by the exercise of reasonable diligence, the non performing party could not avoid. The term "uncontrollable circumstances" shall mean: any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the control of the nonperforming party. It includes, but is not limited to, acts of other governing authorities, fire, flood, earthquakes, weather, lightning, epidemic, war, terrorism, riot, civil disturbance, sabotage, police action, inability to procure permits, licenses, or authorizations from any state, local, or federal agency, strikes, work slowdowns or other labor disturbances, and judicial restraint. In the event of an uncontrollable circumstance, the party unable to perform shall immediately notify the other party and shall resume performance of its obligations immediately upon cessation of the uncontrollable circumstance. In the event the building or any part thereof shall be destroyed or damaged by fire or any other uncontrollable circumstances and such destruction or damage shall render the fulfillment of this Agreement by the Lessor reasonably or practically impossible, then and thereupon this Agreement shall terminate and the City shall pay rental for the Premises only up to the time of such termination at the rate herein specified. The City hereby waives any claim for damages or compensation should this Agreement be so terminated.

**17. TAXES:**

The City shall promptly pay all sales, use, excise, and any other taxes and any license fees which are required to be paid by the City to any governmental or accepted licensing authority, and at Venue's request, shall provide evidence of such payment.

**18. LIENS:**

Should any mechanic's or other lien be filed against the Premises, the building or any part thereof by reason of the City's acts or omissions or because of a claim against the City, the City shall cause the same to be canceled and discharged of record by bond or otherwise within ten (10) days after notice by the Lessor.

**19. NO SMOKING IN BUILDINGS:**

The City acknowledges that the Lessor prohibits smoking within all indoor public buildings. Smoking within the building by any person, including without limitation, the

City, its invitees, and guests, is prohibited. Smoking is permitted at approved locations outside of the building.

**20. MISCELLANEOUS:**

A. **Assignment.** The City shall not assign, sublease or transfer any interest in this Agreement, or permit the use of the Premises by any person other than the City and its guests and invitees, without the prior written consent of the Lessor.

B. **Entire Agreement.** The Rental Information Sheet and all of the exhibits attached hereto are incorporated into this Agreement by this reference and are deemed a part of the Agreement. This Agreement, and the applicable laws, regulations and policies referenced herein, constitute the entire Agreement between the parties regarding the subject matter hereof and are intended to be a final expression of the agreement between the parties. No promise, representation, warranty or covenant not included in this document has been or is relied upon by any party. Each party has relied upon its own examination of the full agreement and the counsel of its own advisors. This Agreement may be not modified except by written instrument executed by both parties.

C. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns.

D. **Notices.** Except as otherwise specified herein, any notice or other communication required to be given in writing shall be deemed to have been properly given and effective: (a) if delivered in person during recipient's normal business hours; or (b) if delivered by courier, express mail service or registered or certified U.S. mail. Any such notice shall be sent or delivered to the respective addresses of the parties set forth in the Summary of Rent Provisions, and are effective upon receipt or upon attempted delivery in the above manner to such addresses.

E. **Governing Law.** This Agreement shall be interpreted and construed in accordance with the laws of the State of Alabama, without application of any principles of choice of laws. The forum and venue for any claim or judicial action to enforce the terms of this Agreement shall be located exclusively in Madison County.

F. **Non-waiver.** A waiver by either party of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

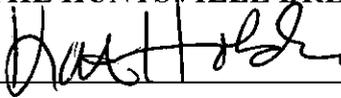
G. **Execution of Counterpart.** This Agreement may be executed separately or independently in any number of counterparts, each and all of which together, will be deemed executed simultaneously and for all purposes to be one Agreement.

H. **Headings.** The headings used in this Agreement are for convenience only and in no way define, limit, or describe the scope of this Agreement or the intent of any provision.

I. Collections, outstanding balances and fines for damages are subject to a fee of 10% of the balance due for each month it is outstanding. Renter agrees to pay all collection costs and attorney fees should collections be required.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives effective on \_\_\_\_\_, 2026.

**THE HUNTSVILLE DREAM CENTER, INC.**



\_\_\_\_\_

ITS:

**CITY OF HUNTSVILLE, ALABAMA**  
a Municipal Corporation

BY: \_\_\_\_\_

Tommy Battle

ITS: Mayor

ATTEST:

BY: \_\_\_\_\_

Shaundrika Edwards

ITS: City Clerk

## **EXHIBIT A**

**RENTER AGREES TO THE FOLLOWING ADDITIONAL TERMS, CONDITIONS, RESTRICTIONS AND/OR LIMITATIONS:**

- 1. RENTER'S ACTIVITIES** – Renter agrees to conduct Renter's activities upon the Premises so as not to endanger any person lawfully thereon and agrees not to put up or operate any engine or motor or machinery on the Premises, or use oils, burning fluids, camphene, kerosene, naphtha, or gasoline for either mechanical or other purposes or use any agent other than electricity for illuminating the Premises, unless the Venue's Production Director ("PD") has specifically previously approved the same in writing. Renter shall not do, or permit to be done, upon the Premises anything that will tend to injure, mar, or in any manner deface said Premises, and will not drive or install, or permit to be driven or installed, any nails, hooks, tacks, or screws into any part of the Premises or the Building.
- 2. OBJECTIONABLE PERSONS** – The Venue and PD reserve the right to eject or cause to be ejected from the Premises any objectionable person or persons; and neither The Huntsville Dream Center nor any of its officers, agents or employees shall be liable to Renter for any damages that may be sustained by Renter through the exercise of said right.
- 3. HANDLING FUNDS** – Renter is responsible for all handling, control, custody and keeping of funds, whether the same are received through the box office or otherwise. The Huntsville Dream Center, including, without limitation, The Huntsville Dream Center, shall not be liable to Renter nor to any other person for any loss, theft, or defalcation thereof. The Renter will handle outside the Building and off campus all registrations, payment of registration and conference fees, travel, lodging, etc.
- 4. OBSTRUCTIONS** – No portions of the sidewalks, entries, passage, vestibules, halls, elevators, ways or access to public utilities of the Premises, shall be obstructed by Renter, the doors, skylights, stairways or openings that reflect or admit light into any portion of the Building, including hallways, corridors and passageways, air circulation vents and house lighting attachments, shall in no way be obstructed by Renter. Any damage resulting from any misuse of any portion, facility or equipment of the Building, of whatsoever character shall be paid for by Renter as a reimbursable cost payable to Venue within thirty-days (30).
- 5. FLAMMABLE MATERIALS** – No flammable materials such as bunting, tissue paper, crepe papers, etc., will be permitted to be used without written approval of the Fire Marshal.
- 6. EXHIBIT ENTRANCE** – All articles, exhibits, fixtures, materials, displays, etc., shall be brought to or out of the Building only at such entrances as may be designated by the PD.
- 7. CONTROL OF BUILDING** - The Building and Premises, including keys, shall be at all times under the control of PD, and he or other duly authorized representatives of the Venue shall have the right to enter the Premises at all times during the period covered by this Agreement. The entrances and exits of the Premises shall be locked and unlocked at such times as may be reasonably required by Renter for Renter's use of the Premises; but Renter at Renter's own expense, must at all times place proper watchmen at all entrances and exits when the same are unlocked.

8. LOST ARTICLES – The PD shall have the sole right to collect and have custody of articles left in the Building or parking lot by persons attending any performance, seminar, conference, audition, exhibition or entertainment given or held in Premises, and Renter shall not collect or interfere with the collection or custody of such articles.

9. COPYRIGHT INFRINGEMENT INDEMNIFICATION – Renter warrants and represents that no artistic work or other property protected by copyright will be performed, reproduced or used in the performance of this Agreement unless Renter has previously thereto obtained written permission from the copyright holder. Renter will indemnify, save and hold harmless the Venue and its trustees, officers, agents, employees and servants from and against all claims, costs and expenses (including legal fees), demands, actions and liability of every kind and character whatsoever with respect to copyright and the performance of artistic works.

10. CHANGING OF CLOTHING – All changing of clothing must be done in defined dressing rooms, **not in the public restrooms.**

11. PAINTS - NO PAINTS OF ANY KIND MAY BE USED IN ANY AREAS OF THE BUILDING.

12. RESTROOM AREAS - Public restrooms are not to be used for changing costumes or applying make-up. The dressing rooms are for this purpose.

13. HAZE - Only water-based haze is permitted in the theater. No oil-based hazers permitted.