

Name: _____
Contact #: _____
Date: _____

Martin Luther King Community Center

601 MLK Drive, McComb, MS 39648

Terms and Lease Agreement

Deposit: _____ Receipt # _____ Date Paid: _____ Staff: _____

Rental Fee: _____ Receipt # _____ Date Paid: _____ Staff: _____

SECTION 1: RIGHT TO ALTER REGULATIONS AND RENTAL RATES

The Department of Recreation reserves the right to change, alter, amend or cancel any or all of the regulations and rental rates contained herein at any time. The Department of Recreation reserves the right to cancel any reservation for the use of the Community Center due to local, state or federal emergency needs. A full refund will be given in this event. The user may not use the facility for any other than the stated purpose. Failure to comply can cause cancellation of the event.

SECTION 2: RENTAL HOURS/ACCESS

A. All late-night usage of facilities must end no later than 10:00 p.m. Lessee, bands, DJs, caterers and all occupants must vacate the facilities no later than 10:00 p.m. Failure to leave the premises by 10:00 p.m. will result in loss of deposit and will be grounds for refusal of future facility lease to the lessee. Some late night events may require police security to remain on duty until facilities are completely vacated and the building can be closed.

B. Setup or Teardown Time: When choosing a Package lessee should allow for appropriate Setup and Teardown time, to include the setup and take down of tables and chairs.

SECTION 3: RENTAL RATES/FEES

Pre-Event and Post Event Meeting

A. It is mandatory that the Lessee arrange a pre-event meeting with the MRD staff, a minimum of the five (5) days prior to the event.

Security may be required for rentals at the Department of Recreation management's discretion at a rate of \$15.00 per hour.

A. **All Security fees will be added to the rental charges to be paid by the Lessee.**

B. **Any damages to the building and/or equipment will result in loss of deposit. If the amount of damages exceed the deposit then the lessee will be required to pay the difference.**

C. **DEPOSITS REQUIRED PER FACILITY:**

To cover damages, early entry, late hours, excessive cleaning, storage of property remaining on premises, accessory items, failure to put back tables and chairs, failure to return building back to its pre-event condition and any other usage fees:

See Package listing for Deposit amounts on page 3.

SECTION 4: CLEANING REQUIREMENTS

Lessee must clean up any and all trash, litter or decorations and remove any equipment within the contract lease period; or they may lose their deposit. Lessee is responsible for cleanup of the facility similar to pre-event condition. Lessee is responsible for cleaning the kitchen after usage (clean counter tops, mop floor and dispose of all trash from area into available receptacles outside). Lessee is responsible for all table and chair set up as well as returning all tables and chairs back to storage. Failure to do so **within the rental time** will result in forfeiture of deposit.

MLK PACKAGES

		RATES	DEPOSIT	OCCUPANCY
<u>1</u>	Full Package: All Day (8:00 am to 10:00 pm) Rooms Included: Main Room, Kitchen, Meeting Room, Office 2, Office 3, All Restrooms	\$650	\$200	Tables & Chairs- 125 Chairs Only- 225
<u>2</u>	Full Package: 6 Hours Rooms Included: Main Room, Kitchen, Meeting Room, Office 2, Office 3, All Restrooms Choice of Beginning Time (after 8:00 am) with no start time later than 4:00 pm.	\$500	\$200	Tables & Chairs- 125 Chairs Only- 225
<u>3</u>	Main Room Only: All Day (8:00 am to 10:00 pm)	\$500	\$150	Tables & Chairs- 125 Chairs Only- 225
<u>4</u>	Main Room Only: 6 Hours Choice of Beginning Time (after 8:00 am) with no start time later than 4:00 pm.	\$300	\$100	Tables & Chairs- 125 Chairs Only- 225
<u>5</u>	Main Room Only: 3 Hours Choice of Beginning Time (after 8:00 am) with no start time later than 7:00 pm.	\$150	\$100	Tables & Chairs- 125 Chairs Only- 225
<u>6</u>	Main Room and Kitchen: All Day (8:00 am to 10:00 pm)	\$525	\$150	Tables & Chairs- 125 Chairs Only- 225
<u>7</u>	Main Room and Kitchen: 6 Hours Choice of Beginning Time (after 8:00 am) with no start time later than 4:00 pm.	\$375	\$100	Tables & Chairs- 125 Chairs Only- 225
<u>8</u>	Main Room and Kitchen: 3 Hours Choice of Beginning Time (after 8:00 am) with no start time later than 7:00 pm.	\$225	\$100	Tables & Chairs- 125 Chairs Only- 225
<u>9</u>	Meeting Room Only: All Day (8:00 am to 10:00 pm)	\$300	\$100	Tables & Chairs- 50 Chairs Only- 50
<u>10</u>	Meeting Room Only: 6 Hours Choice of Beginning Time (after 8:00 am) with no start time later than 4:00 pm.	\$200	\$50	Tables & Chairs- 50 Chairs Only- 50
<u>11</u>	Meeting Room Only: 3 Hours Choice of Beginning Time (after 8:00 am) with no start time later than 7:00 pm.	\$100	\$50	Tables & Chairs- 50 Chairs Only- 50
<u>12</u>	Meeting Room and Kitchen: All Day (8:00 am to 10:00 pm)	\$375	\$100	Tables & Chairs- 50 Chairs Only- 50
<u>13</u>	Meeting Room and Kitchen: 6 Hours Choice of Beginning Time (after 8:00 am) with no start time later than 4:00 pm.	\$275	\$100	Tables & Chairs- 50 Chairs Only- 50
<u>14</u>	Meeting Room and Kitchen: 3 Hours Choice of Beginning Time (after 8:00 am) with no start time later than 7:00 pm.	\$175	\$100	Tables & Chairs- 50 Chairs Only- 50
<u>15</u>	Full Package: (2nd Day) (3rd Day) and All Following Consecutive Days	\$545 \$435	\$50 \$50	Tables & Chairs- 125 Chairs Only- 225

SECTION 5: FIRE & SAFETY REGULATIONS

The City of McComb Fire Code will be enforced at all events. Fire and Safety Regulations: Exits shall not be blocked or covered. Parking and unloading in the fire lanes in front of the Martin Luther King Center is not allowed. Fire lanes must remain clear at all times. Lighted candles can be used as decorations for banquets on the tables only if candles are completely enclosed in a glass container. Materials used in decorations or displays must be fire resistant. Violations of these rules and regulations will result in removal from facility property.

- a. **Absolutely no drinking of Alcoholic Beverages on City Park Property. Violation will result in the loss of deposit and possible discontinuation of the event.**
- b. **Absolutely no Smoking on City Park Property.**
- c. Use or possession of illegal, or controlled substances or a lookalike and/or firearms of any kind is prohibited; violators will be prosecuted.
- d. No speeding or reckless use of vehicles or equipment will be permitted.
- e. Exit doors may not be blocked with equipment, display materials, etc.
- f. Regular exit doors, walkways and fire extinguishers shall not be blocked.
- g. Marked fire lanes will be kept open at all times.
- h. No portions of the sidewalks, entries, walkways, passageways, doors, aisles, vestibules or other ways of access to the public utilities of the premises shall be permitted to be obstructed, nor shall any windows, ventilators or lighting fixtures be obstructed.

Fire Detection and Reporting System: Upon activations of heat/smoke detector in the Martin Luther King Center an audible alarm will sound in the building and alarm notification will go to the McComb Fire Department. If you discover a fire, contact the facility manager or call 911.

Building Capacities of all facilities are posted in the buildings and must be enforced by the Lessee at all events.

BUILDING OCCUPANT CAPACITIES:

Main Hall – 125 with tables & chairs / 225 with chairs only

Meeting Room – 50 with chairs

SECTION 6: SETUPS AND DECORATIONS

- A. Community Center tables and chairs may be used in the Community Center building only. Tables and chairs are not permitted outside of the building. Lessee is responsible for setting up and taking down all tables and chairs.
- B. Tables and chairs are for exclusive use of the Lessee and will not be sublet by the Lessee.
- C. Decorating is the responsibility of the Lessee. Decorations may be of any type or design as long as installation and placement does not interfere with emergency ingress or egress, violate the fire code or cause damage to the Community Center. Decorations may be

freestanding only; tape, pins, tacks, staples are **NOT** allowed. **No decorations may be attached to the walls.** Balloons may be used in the free standing decorations. Decorations may not be hung from ceilings. The Community Center does not provide devices for attachment of decorations. All decorations must be removed by the Lessee and within the time-frame of the facility rented.

SECTION 7: INSURANCE (when needed)

The Lessee shall be required to obtain policies of insurance issued by companies authorized to do business in the State of Mississippi. The Insurance policies shall contain an endorsement providing Contractual Liability coverage to insure the liability assumed herein. Lessee must also provide Certificates of Insurance (Liability), naming the City of McComb as an additional insured in the following amounts:

A. Comprehensive General Liability – (Including spectator liability) providing the following limits:

A Combined single limit policy form (Bodily Injury and Property Damage limits combined) of \$300,000.00 per occurrence, or...

Bodily Injury Liability - \$300,000.00 per occurrence
Property Damage Liability - \$100,000.00 per occurrence

The MRD staff shall be provided with a Certificate evidencing all such insurance as specified herein, and any other insurance which the City of McComb may require.

The Recreation Director or his designee may waive or reduce the insurance requirement in certain instances where the general public will not be in attendance at a particular program or where a particular program or event involves limited exposure to liability.

SECTION 8: LIABILITY FOR LESSEE’S PROPERTY

Neither the City of McComb, nor its employees shall be liable for any loss, damage or injury to property of any kind that is shipped or otherwise delivered to or stored in or on the premises. Property shall not be received until Lessee has made proper arrangements for receiving, handling, and storage of such materials with the Department of Recreation.

SECTION 9: ADVERTISING OF EVENTS

Commercial advertising, whether promotion of a product, service, or endorsement of Lessee’s event is permitted with Department of Recreation approval.

SECTION 10: OBSERVANCE OF LAWS, TERMS, AND REGULATIONS

The Lessee shall comply with all city, county, state and federal laws, and with the terms and regulations pertaining to the Martin Luther King Community Center. Violations by the Lessee or its agents or employees may result in cancellation of the Lease and/or discontinuation of use of the facility. Future rentals may be impacted .

SECTION 11: OBJECTIONABLE CONDUCT

Any person at the Community Center whose conduct is disorderly or disruptive in one or more of the following respects, may be ejected from the premises by the Department of Recreation Personnel of designated representative or any police officer.

- 1. Intoxication
- 2. Use of abusive, indecent, profane or vulgar language
- 3. Making offensive gestures or displays
- 4. Abusing or threatening another person in an obviously offensive manner or fighting with another person
- 5. Vandalism

The Lessee for the event at which any such ejection occurs shall hold harmless, indemnify and defend the City, its officers, agents and employees against any claim related to any such ejection.

SECTION 12: ABANDONED EQUIPMENT OR ARTICLES

The City shall not be held responsible for property left on the premises. Said articles shall remain on the Community Center premises for (7) seven days and then shall be deemed abandoned by the Lessee and may be disposed of by the Department of Recreation. The City assumes no responsibility for losses of property when such losses are caused by theft or disappearance. Property left on premises that must be stored may result in the loss of deposit.

SECTION 13: SOLICITATIONS

No Lessee shall solicit or collect donations and admission fees at the Community Center without approval of the Department of Recreation.

SECTION 14: COPYRIGHT INFRINGEMENT

The Lessee must accept all responsibility for, and hold harmless, indemnify and defend the City of McComb, from any liability or expense arising out of the use of any compositions of members of the American Society of Composers, Authors and Publishers, or any other copyright owner, that shall be performed in connection with any use of the Community Center whether amplified, televised or otherwise not in the form of a mechanical recording or personal rendition, unless the sponsor of the program has first paid any fee required; and the Lessee shall provide satisfactory evidence of such payment to the Department of Recreation prior to such program.

SECTION 15: BASIC SERVICE

A. The Martin Luther King Community Center’s rental includes the following services:

- 1. Electricity (wall outlets)
- 2. Lights
- 3. Water
- 4. Public Address System
- 5. Heat and/or Air Conditioning
- 6. Table/Chair
- 7. Stage

- B. Failure to furnish any of the services as noted in Subsection A above resulting from circumstances beyond the control of the Community Center will not be considered breach of contract by the City.

SECTION 16: FOOD AND BEVERAGE SERVICE

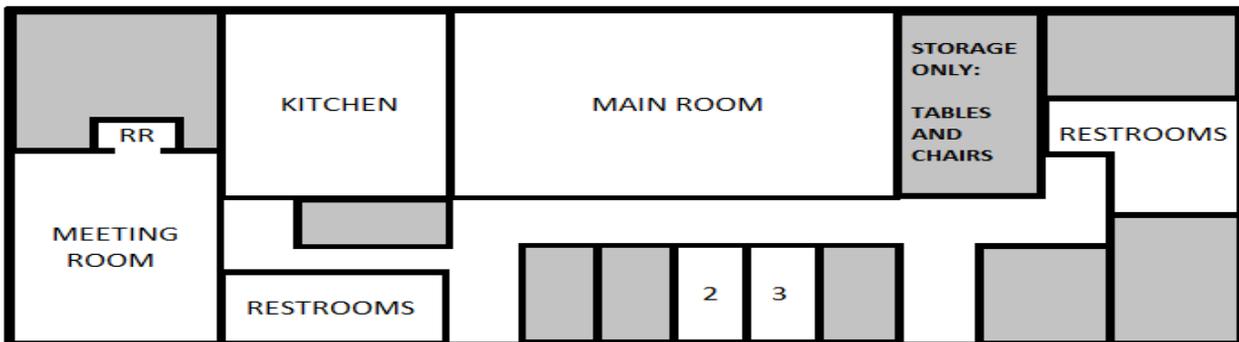
- A. No alcoholic beverage will be allowed in the Martin Luther King Center or on City Park property. Full deposits will be forfeited for non-compliance as well as possible discontinuation of the event. The Lessee is responsible for their guests and should encourage them to obey the rules and regulations agreed upon in their rental agreement.
- B. Food and beverage can be catered at the facility. Food preparations can be done at the facility under the supervision of Department of Recreation personnel or designated representative.
- C. The Department of Recreation Management will not allow food and beverage to be sold at the facility. All matters concerning food and beverage must be considered with the Department of Recreation Management at the time the rental agreement is executed.

ABSOLUTELY NO SMOKING IS PERMITTED IN THE COMMUNITY CENTER. FULL DEPOSIT WILL BE FORFEITED FOR NON-COMPLIANCE. PLEASE NOTIFY GUESTS OF THIS REGULATION. SMOKING ON CITY PARK PROPERTY IS A VIOLATION OF A CITY ORDINANCE.

In the event that any portion of this contract is held invalid, the remaining provisions of the contract shall remain in full force and effect.

Any decision affecting any matter not herein expressly provided for shall rest solely with the discretion of the **DEPARTMENT OF RECREATION.**

Layout of MLK Building: ONLY HIGHLIGHTED AREAS RENTED





McComb Recreation Department Martin Luther King Community Center

Rental Date: _____ Time In: _____ am/pm Time Out: _____ am/pm

Number attending: _____ Type of Activity: _____

Lessee/Organization: _____

Name of Individual Responsible: _____

Address: _____ City: _____ State: _____ Zip: _____

Home Phone: _____ Work Phone: _____ Cell Phone: _____

EVENT INSURANCE (SECTION 11) YES ___ NO ___ If yes, attach copy. INITIAL HERE _____

Deposit: _____ Receipt # _____ Date Paid: _____ Staff: _____

Rental Fee: _____ Receipt # _____ Date Paid: _____ Staff: _____

Additional Charges: _____ Receipt # _____ Date Paid: _____ Staff: _____

Description: _____

In order for the City of McComb to hold your reservation, payment and this form must be received at least 14 calendar days prior to the event. Failure to do so will result in loss of reservation. Rental fees must be paid in full 14 calendar days prior to the event.

I agree to abide by the policies and rules of the City of McComb. I understand that I am responsible for any damages to City property that may occur during my usage. I understand I should report any problems to the Department of Recreation. I intending to be legally bound, hereby, waive, and decline any and all rights and claims for damages I may have against the McComb Recreation Department, City of McComb, and sponsors, and their representatives, successors and assigns for any and all injuries suffered by myself.

Lessee's Signature: _____ Date: _____

Authorized By(MRD): _____ Date: _____

Notes regarding set up:

Kitchen use Contract and Release from Liability

Liability: I understand that if I am injured while acting as an unpaid member of the staff, I must depend on my own health insurance to provide for my care. I acknowledge that I am not an employee of City of McComb or the City of McComb Department of Recreation with respect to the matters covered by this document and, accordingly, I am not covered by Mississippi State Worker’s Compensation Law.

KITCHEN DUTIES AND HAZARDS: I am aware that working in the kitchen can be a potentially hazardous activity. Those hazards include, but are not limited to, injuries from slips and falls; back injuries from lifting and standing; burns and cuts. I am voluntarily participating in these activities with the knowledge of the danger involved and therefore agree to personally accept, and be responsible for, all risks of injury or death and confirm this statement by **placing my initials here:** _____.

RELEASE: As consideration for being permitted by the City of McComb and the City of McComb Department of Recreation to participate in these activities and the use of their facilities, I hereby agree that I, my assignees, heirs, spouses, guardians, and legal representatives will not make a claim against, sue, or attach the property of the City of McComb and the City of McComb Department of Recreation or any of its agents, directors, employees, representatives, contractors, or volunteers from injury or damage resulting from the negligence or other acts, however caused, by any agent, director, employee, representative, contractor or volunteer of the City of McComb and the City of McComb Department of Recreation as a result of my participation. I hereby furthermore release the City of McComb and the City of McComb Department of Recreation and its agents, directors, employees, representatives, contractors, and volunteers from all actions, claims, or demands that I, my assignees, heirs, spouses, guardians, and legal representatives now have or may hereafter have from injury of damage, whether currently known or unknown, resulting from my participation. This release of liability and assumption of risk, in addition to covering any past occurrences, is intended to discharge in advance their respective successors and assigns from and against any and all liability arising out of or connected in any way with the City of McComb and the City of McComb Department of Recreation property, even though that liability may arise out of negligence or carelessness on the part of the persons or entities above mentioned, or any other cause.

Food and Beverage can be catered at the facility under direction of the Lessee and with approval of the MRD.

I HAVE CAREFULLY READ THIS CONTRACT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE FROM LIABILITY AND A CONTRACT BETWEEN MYSELF AND THE CITY OF MCCOMB AND THE CITY OF MCCOMB DEPARTMENT OF RECREATION, AND I SIGN IT OF MY OWN FREE WILL.

Name (please print) _____

Signature: _____ Date: _____

Address: _____ City _____ Zip _____

Phone _____ E-mail _____