

Name:_____

Contact #:_____

Date of Event:_____

MCCOMB RECREATION DEPARTMENT

SPORTS PARK Conference Room/Event



LEASE AGREEMENT

SECTION 1: DEFINITIONS

- A. The McComb Sports Park of the City of McComb: Hereinafter called the Sports Park means any meeting room, office, concession/kitchen area, gift shop, or other facility (including all paved and unpaved areas) located 701 South Magnolia Street McComb, MS 39648 under the jurisdiction of City of McComb.
- B. Recreation Programmer employed by the City of McComb to schedule the Sports Park events, activities and programs. The Recreation Programmer or an authorized representative is present during the use of the facility or grounds and has access to all rooms of the facility and grounds at all times and is responsible for locking and unlocking.
- C. Lease: As used herein means the written Rental Agreement issued to an applicant by the Sports Park Management or its authorized representative for use of the Sports Park or any portion thereof under the authority and condition as herein provided, including any amendment or supplement to such an agreement.
- D. Lessee: As used herein includes any person, association, public organization, partnership, company or corporation that is granted a contract to use any part of the Sports Park in accordance with these regulations. Person must be an adult (age 21).

SECTION 2: 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 Sports Park 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 3: AUTHORITY

Violations of these regulations and rental rates or any portion thereof may result in cancellation of use of facility which may impact future use of facility.

The Department of Recreation Management, hereinafter referred to as management shall have full responsibility for the operation of the Sports Park and shall act on behalf of the City of McComb. The management shall be authorized to enter into agreements subject to Sec. 2 (above). The right is reserved by the manager or other duly authorized representatives of the City of McComb to enter the Sports Park and all parts thereof at all times.

SECTION 4: RENTALS AND RENTAL AGREEMENT

- A. All rentals of Sports Park facilities will require a signed rental agreement between the Lessee and the City of McComb Department of Recreation through its duly authorized representatives. No verbal agreements for the use of the Sports Park will be valid.
- B. A reservation for the Sports Park will be considered confirmed only upon the receipt in the Sports Park office of a signed Lease Agreement accompanied by the prescribed minimum down payment or other appropriate fee as described herein.
- C. Reservations for an event can be made no more than one (1) year in advance.

SECTION 5: RENTAL HOURS

The Sports Park Conference Room/ facilities may be reserved for meetings during regular business hours 8:00 A.M. until 12:00 P.M. and 1:00 P.M. to 5:00 P.M. After hours and weekend rentals are available at a separate rate listed below.

SECTION 6: RENTAL RATES

\$30.00 Non-Refundable Reservation Fee

\$50/hr with 2hr. minimum: Mon. – Fri. 8am – 5pm

\$75/hr with 2hr. minimum: After 5pm and Weekends

SECTION 7: CLEANING REQUIREMENTS

Lessee must clean up any and all trash and remove any equipment within the contract lease period; otherwise, additional fees may be charged or deducted from deposits for the additional time used. Lessee is responsible for cleanup of the facility similar to pre-event condition.

SECTION 8: 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. Violations of these rules and regulations will result in removal from facility property.

- a. Absolutely no drinking of alcoholic beverages.
- b. No horseplay, practical jokes, etc.
- c. Use or possession of illegal, or controlled substances or a look-a-like 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 activation of a heat/smoke detector in the Sports Park 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 MRD staff on duty or call 911

Building Capacities of all facilities are posted in the buildings and will be enforced by the Fire Marshall at all events. It is the Lessee's responsibility to conform to these capacity ratings.

Building Occupant Capacities: Maximum 100 people

SECTION 9: SETUPS

- A. Conference room tables and chairs may be used in the building. Tables and chairs are not permitted outside of the building.
- B. Tables and chairs are for exclusive use of the Lessee and will not be sublet by the Lessee.

SECTION 10: LIABILITY FOR LESSEE'S PROPERTY

Neither the City of McComb, nor its employees shall be liable for any lost, damaged 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 Sports Park management.

SECTION 11: OBSERVANCE OF LAWS AND REGULATIONS

The Lessee shall comply with all city, county, state and federal laws, and with regulations pertaining to the Sports Park. Violations by the Lessee or its agents or employees may result in cancellation of the lease and/or discontinuation of use of the facility.

SECTION 12: OBJECTIONABLE CONDUCT

Any person at the Sports Park whose conduct is disorderly or disruptive in one or more of the following respects, may be ejected from the premises by MRD staff or a police officer:

- a. Intoxication;
- b. Use of abusive, indecent, profane or vulgar language;
- c. Making offensive gestures or displays;
- d. Abusing or threatening another person in an obviously offensive manner or fighting with another person;
- e. Making unreasonably loud noise;
- f. Vandalism.

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

SECTION 13: ABANDONED EQUIPMENT OR ARTICLES

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

SECTION 14: SOLICITATIONS

No Lessee shall solicit or collect donations at the Sports Park without the approval of the MRD management.

SECTION 15: BASIC SERVICE

A. The Sports Park rental includes the following services:

Electricity (wall outlets)	Lights
Water	Public address system
Heat and/or air conditioning	Table/chair setups

SECTION 16: BASIC REQUIREMENTS AND CLEANUP

User of the Sports Park agrees to:

- a. Clear tables of any debris of food;
- b. Bag and remove all trash to outside containers-Any trash which will create odors must be removed;
- c. Use of nails, tacks, staples or scotch tape during presentation or meeting setup is strictly prohibited;
- d. Remove all personal belongings at end of event;
- e. No tape such as duct, electrical or other is allowed on floors;
- f. Pick up trash in parking lot;
- g. Clean up spills on tables, chairs and floors;

All guests are the responsibility of the renter and should remain inside the room of the event, unless using facilities outside of rented area. (i.e. restrooms or telephones)

SECTION 17: FOOD AND BEVERAGE SERVICE

- A. No alcoholic beverage will be allowed in the Sports Park.
- B. Food and beverage can be catered at the facility. (All beverage products must be approved by the Sports Park Management and must not conflict with our beverage sponsorship agreement.) **All beverage products MUST be Coca-Cola brand products!!!!** Products may be purchased through MRD. All orders MUST be placed 14 days prior to the event. Pricing to be determined at the time of order. All sales are final after purchase and no product may be returned for refund or credit.
- C. The Sports Park Management will not allow food and beverage to be sold at the facility. All matters concerning food and beverage must be considered with the MRD staff.

**ABSOLUTELY NO SMOKING IS PERMITTED IN THE SPORTS PARK.
PLEASE NOTIFY GUESTS OF THIS REGULATION.**

McComb Sports Park Conference Room/Event

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

Number attending: _____ Type of Activity: _____

Lessee: _____ Email: _____

Business Name: _____

Address: _____

City: _____ State: _____ Zip: _____

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

\$30.00 Non-Refundable Reservation Fee

Receipt # _____ Date Paid: _____ Staff: _____

Rental Fees:

\$50/hr with 2hr. minimum: Mon. – Fri. 8am – 5pm

\$75/hr with 2hr. minimum: After 5pm and Weekends

of hours _____ X \$ _____ = \$ _____

of hours _____ X \$ _____ = \$ _____

Total Amount Due..... = \$ _____

Receipt # _____ Date Paid: _____ Staff: _____

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: _____ Date: _____

Updated: 4/23/12