

Name:\_\_\_\_\_

Contact #:\_\_\_\_\_

Date of Event:\_\_\_\_\_

# MCCOMB RECREATION DEPARTMENT

## SPORTS PARK (Tournaments)



# LEASE AGREEMENT

SECTION 1: DEFINITIONS

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- 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 should be an adult.

## 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.
- 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 non-refundable reservation fee.
- C. Reservations for an event can be made no more than one (1) year in advance.

## SECTION 5: RESERVATION INFORMATION

A. A walk through of the facilities should be performed within 2 days prior to the event.

**SECTION 6: RENTAL HOURS**

A. Games may begin at 8:00 am, with staff and lessee preparations beginning no earlier than 7:00 am.

B. There is a 12:00 p.m. curfew on all City owned ball fields and parks. Any game in process must be called at 12:00 midnight. It must not be continued for any reason. The lights must be turned off no later than 12:20 a.m. (This is to allow participants and spectators time to leave the park and allow the renter time to clean up.)

C. The renter is responsible to be on site at all times during rental hours. If the renter cannot be there, a designee should be appointed, and their name(s) should be turned into the Recreation Department upon returning the lease agreement and paying all rental fees.

D. Fields used for league play will be on a limited basis and must be approved by the Recreation Director or Deputy Director.

**SECTION 7: RENTAL RATES**

**\$50.00 Per Event: Non-Refundable Reservation Fee. Must be paid two (2) weeks prior to event.**

**\$100.00 per field per day (paid at conclusion of event)**

**\$40 per hour - per field for lights (paid at conclusion of event)**

**SECTION 8: 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 9: 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.

#### SECTION 10: SETUPS

- A. MRD staff will unlock and lock facilities before and after event.
- B. Fields will be prepared and chalked prior to the event.

#### SECTION 11: 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 12: 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.

#### PLEASE ADHERE TO THE FOLLOWING GUIDELINES:

1. DO NOT PLAY ON THE FIELD IF IT IS WET OR MUDDY.
2. REPAIR ANY DAMAGED AREAS AFTER YOUR PLAY HAS ENDED.
3. CLEAN UP ANY LITTER LEFT BY PARTICIPANTS AND SPECTATORS.
4. PROFANITY OF ANY FORM WILL NOT BE ALLOWED IN THE PARK.
5. NO GAMBLING OF ANY FORM IS ALLOWED. VIOLATORS WILL BE PROSECUTED.
6. NO PETS ALLOWED IN THE PARK

#### SECTION 13: 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 the MRD staff on duty or any 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;
- d. 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.

Alcoholic beverages of any type are not permitted in the park under any circumstances, per the City Ordinance Book, Chapter 5, Article 1, Section 5-15. The renter(s) are responsible for the actions of the participants and spectators as it pertains to the presence of alcohol. The renter is to ask violators to leave the park immediately and call for police assistance to enforce the City Ordinance or violations of any rules listed on this form. Failure to report violators will result in forfeiture of your deposit and bar your

right to reserve any ball field in the future. (It is suggested that a gate attendant be present at all times to discourage attendants from bringing alcoholic beverages into the park and to report any violators to the renter and police department.) The McComb Police Department will be notified of the date and time that you will be utilizing the ball park. The City of McComb will press charges against ordinance violators, that the police arrest for drinking and any other violations in the park. Uniformed and un-uniformed police officers will be patrolling inside the park during your rental times. The Recreation Department staff will also be making site inspections to the rented facility to check on any renter agreement violations.

**SECTION 14: 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.

**SECTION 15: SOLICITATIONS**

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

**SECTION 16: FOOD AND BEVERAGE SERVICE**

- A. No alcoholic beverage will be allowed in the Sports Park.
- B. 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 facility manager and the kitchen manager.
- C. ABSOLUTELY NO OUTSIDE FOOD OR BEVERAGE ALLOWED INSIDE THE SPORTS PARK.**

**ABSOLUTELY NO SMOKING IS PERMITTED IN THE SPORTS PARK.**

**Field Dimensions:**

**Base Path Lenth:** \_\_\_\_\_

**Mound:** \_\_\_\_\_

**Portable Fencing:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**McComb Sports Park Tournament(s)**

Rental Date: \_\_\_\_\_ Time In: \_\_\_\_\_ am/pm Time Out: \_\_\_\_\_ am/pm

Type of Activity: \_\_\_\_\_

Lessee: \_\_\_\_\_ Email: \_\_\_\_\_

Business Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

**\$50.00 Non-Refundable Reservation Fee:**

Receipt # \_\_\_\_\_ Date Paid: \_\_\_\_\_ Staff: \_\_\_\_\_

**1. Rental Fee (\$100.00 Per Field Per Day)**

**2. Lights (\$40.00 Per Hour Per Field)**

1. # of fields used \_\_\_\_\_ X # of days \_\_\_\_\_ X \$100.00 = \$ \_\_\_\_\_

2. # of lighted hours \_\_\_\_\_ X \$40.00..... = \$ \_\_\_\_\_

**Total Payment 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: \_\_\_\_\_