

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

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

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

# **MCCOMB RECREATION DEPARTMENT**

## **MLK COMMUNITY CENTER**



# **LEASE AGREEMENT**

## **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: AUTHORITY**

Violation of these regulations and rental rates or any portion thereof may result in cancellation of use of facility which impact future use of the facility. The Department of Recreation Management, hereinafter referred to as management shall have full responsibility for the operation of the Community Center and shall act on behalf of the City of McComb. The management shall be authorized to enter into agreements subject to the rental schedule contained in these regulations and subject to Sec. 1 (above). The right is reserved by the Recreation Director or other duly authorized representatives of the City of McComb to enter the Community Center and all parts thereof at all times.

## **SECTION 3: RENTALS AND RENTAL AGREEMENT**

All rentals of the Community Center facilities will require a signed rental agreement between the lessee and the Department of Recreation through its duly authorized representatives. No oral agreements for the use of the Community Center will be valid.

## **SECTION 4: RESERVATION INFORMATION**

A. Reservations will be taken at the offices of the McComb Sports Park, Monday through Friday, except for official holidays, between the hours of 8:00 A.M. until 12:00 Noon and 1:00 P.M. until 5:00 P.M. Correspondence or requests for information need to be mailed to the following address: Dept. of Recreation 701 South Magnolia St. McComb, MS 39649

Telephone reservations and information may be obtained by: 601-684-3056

B. The Community Center will be rented on a first-come, first-serve basis. Reservation request conflicts will be resolved by the Recreation Director or his authorized Representative.

C. **Reservation Confirmation:** A reservation for the Community Center will be considered confirmed only upon receipt of a signed Lease Agreement accompanied by the prescribed appropriate fee as described herein.

**D. RESERVATION TIME LIMITS AND CONDITIONS**

The Community Center may be reserved no more than 1 year in advance.

**SECTION 5: RENTAL HOURS**

A. The Community Center will be available for rental between the hours from 8:00 a.m. and 12:00 a.m. (midnight) which shall constitute a rental day.

B. The Community Center facilities will be leased on a daily basis. A schedule of arrival and departure times must be submitted in the lease agreement (2) two weeks prior to the event.

C. All late-night usage of facilities must end no later than 12:00 a.m. (midnight) Lessee, bands, DJs, caterers and all occupants must vacate the facilities no later than 12:30 a.m. Failure to leave the premises within the 30 minute grace period (12:00 a.m. to 12:30 a.m.) will result in a later hours extension charge being assessed 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.

**SECTION 6: RENTAL RATES**

**SECURITY FEES:** \$30/hr. may be required for an event/meeting scheduled at the Department of Recreation management’s discretion.

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

**\$50.00 Non-Refundable Reservation Fee** – This fee must be paid to lock in the reservation. This fee can only be refunded to the Lessee if the reservation is canceled 14 days prior to the event date.

**\$325.00 Entire Building (Main Room, Meeting Room & Kitchen) Full Day Rental (6 hours or more)**

**\$250.00 Entire Building (Main Room, Meeting Room & Kitchen) Half Day Rental (less than 6 hours)**

**\$150.00 Meeting Room Only (No Kitchen) Full Day Rental (6 hours or more)**

**\$100.00 Meeting Room Only (No Kitchen) Half Day Rental (less than 6 hours)**

**ALL RENTAL FEES MUST BE PAID 14 DAYS PRIOR TO THE EVENT.  
A RECEIPT WILL BE ISSUED TO THE LESSEE AT THAT TIME.**

## **SECTION 7: CLEANING REQUIREMENTS**

Lessee must clean up any and all trash and remove any equipment within the contract lease period. 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.

**ABSOLUTELY NO SMOKING IS PERMITTED IN THE MLK COMMUNITY CENTER.  
PLEASE NOTIFY GUESTS OF THIS REGULATION.**

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 Community 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 MRD staff on duty and/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.

### **Community Center Occupant Capacities:**

**Main Hall – 125 people with tables & chairs / 225 people with chairs only  
Meeting Room – 50 people with chairs**

## **SECTION 9: SETUP**

- A. MLK Community Center tables and chairs are included in the rental fee and are for exclusive use of the Lessee and will not be sublet by the Lessee.

**SECTION 10: LIABILITY INSURANCE & LIABILITY FOR LESSEE’S PROPERTY**

**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 manager 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.

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 Recreation Department 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 MLK Community Center 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 MLK Community Center 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 MLK Community Center without the approval of the MRD management.

**SECTION 15: BASIC SERVICE**

A. The MLK Community Center rental includes the following services:

- |                            |                              |       |
|----------------------------|------------------------------|-------|
| Electricity (wall outlets) | Lights                       | Water |
| Public address system      | Heat and/or air conditioning |       |
| Table/chair setups         | Full use of the Kitchen      |       |

**SECTION 16: BASIC REQUIREMENTS AND CLEANUP**

User of the MLK Community Center agrees to:

- a. Clear tables of any debris of food.
- b. Bag and remove all trash to outside dumpster.
- c. Use of nails, tacks or staples during presentation/meeting setup is strictly prohibited.
- d. Remove all personal belongings at end of event.
- e. No duct tape 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 beverages will be allowed in the MLK Community Center unless approval is given by the City of McComb Board of Mayor and Selectmen.
- B. Food and beverage can be catered at the facility.

## 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 potentially hazardous. 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.

**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 \_\_\_\_\_

**MLK COMMUNITY CENTER/EVENT**

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

Number attending: \_\_\_\_\_ Type of Activity: \_\_\_\_\_

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

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

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

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

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

**Rental Fees:**

**\$325.00 Entire Building (Main Room, Meeting Room & Kitchen) Full Day Rental (6 hours or more)**

**\$250.00 Entire Building (Main Room, Meeting Room & Kitchen) Half Day Rental (less than 6 hours)**

**\$150.00 Meeting Room Only (No Kitchen) Full Day Rental (6 hours or more)**

**\$100.00 Meeting Room Only (No Kitchen) Half Day Rental (less than 6 hours)**

**\$30.00 Security Fee (if necessary)**

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

