

**MCCOMB RECREATION  
DEPARTMENT**

**SPORTS PARK  
(Tournaments)**

**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

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.

SECTION 5: 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:

McComb Sports Park  
701 S. Magnolia St.  
McComb, MS 39648  
Or  
McComb Sports Park  
P.O. Box 667  
McComb, MS 39649

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

- B. The Sports Park will be rented on a first-come first-served basis. Reservation request conflicts will be resolved by the management or his authorized Representative.
- C. Reservation Confirmation: 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 rental fees or other appropriate fee as described herein.
- D. Telephone reservations will be accommodated by the City of McComb Department of Recreation. All such verbal reservations must be made a minimum of fourteen calendar days prior to the event date. The signed rental agreement and all applicable rental fees must be returned within fourteen calendar days prior to the event, or reservation is automatically void.
- E. Reservations for an event can be made no more than one (1) year in advance.
- F. A walk through of the facilities must be performed within 2 days prior to the event.
- G. If the reservation is cancelled for any reason within the fourteen calendar days prior to the event your deposit is non-refundable.
- H. NO ONE IS ALLOWED TO RENT OR RESERVE FIELDS FOR SOMEONE ELSE. IF YOU ARE CAUGHT DOING THIS, YOU WILL LOSE YOUR DEPOSIT AND TWO YEARS USE OF THE FIELD.

## 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 by groups for invitational games or tournaments will be on a limited basis and must be approved by the Recreation Director.
- E. The Recreation Department may reserve fields for certain groups if those groups are part of a registered program or represent a non-profit organization. The Director reserves the right to determine which charity organizations will be able to utilize the softball fields with all or partial fees waived for the requested event.

## SECTION 7: RENTAL RATES

\$100 per field per day

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

\$15 per hour security fee (five hour minimum; minimum \$75 to be paid with rental agreement with difference to paid at conclusion of event)

\$200 deposit (to be returned within thirty days after event minus any payments for damages or penalties)

Notice Lessee: \$2 gate fee will be charged to all spectators (no charge for infants- i.e. can't walk on their own)

**Concession Stand:** The MRD will negotiate a split of net profit up to 15%.  
Net profit = total sales – (cost of food+materials+overhead+employee wages)

**Gate:** The MRD will negotiate a split of net profit up to 15%.  
Net profit= total gate – employee wages

Lessee may receive up to 10% of net profit at gate up to 500 people; may receive up to 15% of net profit at gate if over 500 people.

## 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.

**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 facility manager, or call 911. The Sports Park Administrative office becomes the command post in all emergency situations.

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. The room on the south end of the main building may be used for staff and tournament meetings.
- C. Fields will be prepared and chalked prior to the event. The lessee will be responsible for maintaining the fields in between games (equipment provided).
- D. The lessee must provide an "authorized person(s)" list to the MRD staff prior to the event for those person(s) using the MRD equipment to maintain the fields during 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 with forfeiture of fees and deposit.

### 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. DO NOT ADD ANY DRYING AGENTS OR UNAUTHORIZED MATERIALS TO THE FIELD FOR ANY REASON.
4. CLEAN UP ANY LITTER LEFT BY PARTICIPANTS AND SPECTATORS, AND TAKE WITH YOU.
5. PROFANITY OF ANY FORM, WHETHER ON T-SHIRTS, OR SPOKEN WILL NOT BE ALLOWED IN THE PARK.
6. NO GAMBLING OF ANY FORM IS ALLOWED. VIOLATORS WILL BE PROSECUTED. RENTERS WILL LOSE THEIR DEPOSIT IF ALLOWED.

## 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 Manager or the Manager's designated representative or any police officer:

Intoxication;

Use of abusive, indecent, profane or vulgar language;

Making offensive gestures or displays;

Abusing or threatening another person in an obviously offensive manner or fighting with another person;

Making unreasonably loud noise;

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: OBSTRUCTION OF ACCESS

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.

SECTION 15: 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 30 days and then shall be deemed abandoned by the Lessee and may be disposed of by the Manager. The City assumes no responsibility for losses when such losses are caused by theft or disappearance.

SECTION 16: SOLICITATIONS

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

SECTION 17: FOOD AND BEVERAGE SERVICE

- A. No alcoholic beverage will be allowed in the Sports Park. Full deposits will be forfeited for non-compliance as well as possible discontinuation of the event.
- 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. FULL DEPOSIT WILL BE FORFEITED FOR NON-COMPLIANCE. PLEASE NOTIFY GUESTS OF THIS REGULATION.

SECTION 18: INDEMNITY AGREEMENT

\_\_\_\_\_ (ORGANIZATION) does hereby agree to indemnify and hold harmless the City of McComb City, Mississippi, and its agents and employees from any and all loss and expense of any kind which the City of McComb may sustain or which may be asserted against the City of McComb as the result injuries to persons or property resulting or alleged to result from any fault or negligence of \_\_\_\_\_ (Organization), its agents or employees from the use, occupancy or maintenance of the above described City property as set forth in this FACILITY LEASE & INDEMNITY AGREEMENT entered into by the City of McComb and this organization.

\_\_\_\_\_  
 (OFFICERS OR LEGAL REPRESENTATIVE OF ORGANIZATION)

\_\_\_\_\_  
 (DATE)



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

Lessee's Name: \_\_\_\_\_

Contact Phone Number: \_\_\_\_\_

Deposit: \_\_\_\_\_

Rental Fee: \_\_\_\_\_

Additional Charges: \_\_\_\_\_

Total: \_\_\_\_\_

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

List any Authorized additional person(s) (Section 10: D / 6: C): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Lessee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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**(FOR OFFICE USE ONLY)**

Authorized By: \_\_\_\_\_ Date: \_\_\_\_\_