



Check One:

- ACTIVITY CENTER**
- GROUNDS OF CITY HALL**
- TWIN LAKES PAVILION**
- _____

City of Diamondhead
 5000 Diamondhead Circle
 Diamondhead, MS 39525
 (228) 222-4626

State of Mississippi
 County of Hancock

The CITY of Diamondhead, by its duly authorized representative, hereby agrees to the following rental Agreement for the use of the location indicated above. The Rental Application and Rules for Use are attached and made a part of this contract.

AGENDA FOR EVENT

NAME OF INDIVIDUAL OR GROUP (LESSEE): _____

TYPE OF EVENT: _____ EVENT DATE(S): _____

SET UP TIME: _____ AM/PM START TIME: _____ AM/PM CLOSE TIME: _____ AM/PM

ALCOHOL: WILL or WILL NOT be available during the event. If alcohol is served, security is required.

CONTACT PERSON: _____

ADDRESS: _____ CITY _____ ZIP _____

TELEPHONE: HOME / CELL (_____) _____ - _____ WORK (_____) _____ - _____

EMAIL ADDRESS: _____

RENTAL RATE SCHEDULE

Rental Fee: \$ _____

Supplemental Fees: \$ _____

Security Fees: \$ _____ (*Number of Officers _____ x _____ Hours at \$35/hour)
 * (4 hour minimum)

Total All Fees: \$ _____

Deposit Required: \$ _____

Outstanding

Balance Due: \$ _____ (this must be paid no later than _____)

Herein, the parties hereto agree as follows:

1. DEFINITIONS:

- A. The term “**CITY**” shall mean the City of Diamondhead, Mississippi.
- B. The term “**CITY MANAGER OR HIS DESIGNEE**” shall refer to the City Manager or his designee of the City of Diamondhead.
- C. The term “**LESSEE**” shall refer to the person, firm, partnership, corporation or other legal entity, other than the CITY, who is signatory party to this agreement, and shall also refer to the officers, employees, agents, contractors, successors, assigns, and invitees of the aforesaid signatory party.
- D. The term “**FACILITIES**” shall mean those portions of the City Hall Activity Center; Grounds of City Hall; Twin Lakes Pavilion; or other designated city property that are designated for use by LESSEE as per the CONTRACT.
- E. The term “**EVENT**” shall mean the purpose or purposes for which FACILITIES shall be used and occupied.
- F. The term “**SUPPLEMENTAL EXPENSES**” shall mean the cost and expenses incurred by the CITY for such personnel, services and equipment as are specifically requested by LESSEE to accommodate the EVENT and occupancy and use of the FACILITIES.
- G. The term “**CONTRACT**” shall mean the document containing all the specifics of the EVENT, including but not limited to date, space, rental and supplemental fees, times, additional services required, and payment method.
- H. The term “**AGENDA AND RATE SCHEDULE**” shall refer to the documentation listing usage of the FACILITIES by LESSEE by date, time and size, and showing the contracted rental rate and supplemental fees.
- I. The term “**SECURITY**” shall mean law enforcement provided by the Diamondhead Police Department.

2. DESCRIPTION OF PORTION OF FACILITY TO BE USED AND OCCUPIED

The City hereby grants to LESSEE and LESSEE hereby accepts a CONTRACT to occupy and use, subject to the term and conditions listed, the designated portions of the Facilities which include the Activity Center at City Hall; the Grounds of City Hall; Twin Lakes Pavilion; and includes parking lots, restrooms and hallways.

3. PAYMENT

- A. Fees: The Lessee agrees to the payment of “**FEES**” as detailed on the Rental Rate Schedule in this Contract.
- B. Deposit: If required, the LESSEE shall pay a deposit by the date indicated on the CONTRACT, in the amount which shall have been predetermined by the CITY at the issuance of CONTRACT. That amount shall be listed on the CONTRACT. Failure to make the deposit by the date indicated on the CONTRACT may result in the CONTRACT being cancelled.
- C. Outstanding Balance Due: Unless otherwise indicated on the CONTRACT, the balance of all RENTAL FEES and SUPPLEMENTAL EXPENSES shall be **paid by the LESSEE to the CITY 10 DAYS PRIOR TO THE EVENT.**

- 4. Default/cancellation: The entire deposit shall be forfeited if the LESSEE cancels this CONTRACT within 30 days of the EVENT. In the event the CITY cannot carry out the performances of this CONTRACT, in its entirety and must cancel the CONTRACT due to labor troubles, disputes, strikes, accidents, governmental (federal, state and municipal) regulation of, or restrictions upon travel or transportation, non-availability of supplies, riots, national emergencies, act of God and other causes whether enumerated herein or not, which are

beyond reasonable control of the CITY, a full refund shall be granted the LESSEE of all monies the LESSEE has paid on the CONTRACT up until the time of cancellation.

5. DAMAGE TO PROPERTY

LESSEE shall pay for any and all damages to the City of Diamondhead's property, or loss, or theft of such property, done or caused by Lessee except to the extent arising out of any negligence or willful misconduct of the CITY, its employees, or its representatives.

6. INDEMNITY

If required by CONTRACT, LESSEE hereby agrees to hold harmless and indemnify the CITY, city council members and the CITY MANAGER OR HIS DESIGNEE against any claims of liability for compensation under the law or other statutory law of this State, by reason of injuries sustained by LESSEE's employees or any other employee utilized under the terms of CONTRACT by LESSEE whose services are required to be paid for by LESSEE or whose services are required by LESSEE. LESSEE hereby agrees to fully indemnify and hold harmless the CITY, city council members and the City Manager or his designee from and all claims of any nature for damages brought by any party against them, or any of them, including but not limited to the amount of any judgements, reasonable settlements, costs, or attorney's fees incurred in defense of any such claim wherein LESSEE, its agents servants or employees, are claimed or shown to be in any manner negligent, solely or contributingly, or claimed to have been sustained by reason of the use or occupation of the FACILITIES, whether such use is authorized or not, or by any act or omission of LESSEE or any of its officers, agents, employees, guests, patrons or invitees. It is expressly provided that it is a condition precedent to the leasing of the FACILITIES that the LESSEE must show proof of a "hold harmless" policy of insurance with the CITY OF DIAMONDHEAD, city members, and its City Manager or his designee being held harmless by such policy. Such policy shall be in such amounts as meets with the approval of the City Manager or his designee.

7. INSURANCE

If required by CONTRACT, LESSEE shall furnish the CITY of Diamondhead, Mississippi, **ten (10) days before the aforementioned EVENT**, approved and satisfactory general comprehensive liability insurance in the amount of at least \$1,000,000, naming the CITY and staff as additional insureds and as certificate holder. Such general comprehensive liability insurance, the premiums for which have been paid by LESSEE, shall cover any claim for damages of whatever nature brought by any person, or corporation, against the named insured or any one of them arising out of or in any manner connected with the EVENT, during any period in which LESSEE has charge of any portion of the FACILITIES or may be working there in prior to and/or in preparation of or in cleaning up after said EVENT except to the extent arising out of any negligence or willful misconduct of the CITY, its employees, or its representatives. Such general comprehensive liability insurance shall be obtained from an insurance provider which has received a rating of "A" from the A.M. Best Insurance Register. A certificate of insurance shall be provided by its producing insurance agent to the CITY MANAGER OR HIS DESIGNEE within a reasonable time but in no case less than THIRTY (30) days prior to the EVENT. In the event the CITY is not provided with the copy(s) of certificate(s) within the above stated time, the CITY may, at its option, procure, on its behalf, general comprehensive liability insurance with that limit of coverage specified in CONTRACT, to protect the interest of the CITY with respect to the EVENT and other occupancy and use of the FACILITIES by LESSEE, or cancel the EVENT. In the event the CITY chooses to secure such insurance, LESSEE agrees to reimburse the CITY for the actual costs of such insurance. LESSEE further agrees that it shall not be entitled to rely on any such insurance obtained by the CITY to fully protect the interest of LESSEE with respect to its EVENT and its other occupancy and use of the FACILITIES. LESSEE hereby waives any claim that any insurance obtained by the CITY under this paragraph is sufficient for any reason. If LESSEE is an agency or political subdivision of the State of Mississippi, it may meet the CONTRACTS requirement for insurance by furnishing the CITY with a copy of the certificate of coverage issued to it by the Mississippi Tort Claims Board. The requirement of approved and satisfactory insurance imposed by this section may be waived at the sole and exclusive discretion of the CITY MANAGER OR HIS

DESIGNEE. Unless waived, the requirement shall constitute a material element of this CONTRACT and the failure of the LESSEE to provide same shall constitute a material breach hereof allowing the CITY or its CITY MANAGER OR HIS DESIGNEE to terminate same without incurring any liability, therefor.

7. CONCESSIONS AND/OR CATERING

The CITY of Diamondhead, Mississippi, does not provide any food, beverage, water, or linen services. Alcohol is permitted, and SECURITY will be required for any and all events where alcohol is present or consumed.

8. ADVERTISEMENTS

LESSEE will not post or exhibit signs, advertisements, showbills, lithographs, posters or cards of any description on any part of said building without CITY MANAGER OR HIS DESIGNEES prior approval.

9. CONTROL OF THE FACILITIES

All duly authorized representatives of the CITY shall have the right to enter the FACILITIES and all parts thereof at all times for the necessary performance of their duties. LESSEE shall be responsible for the orderly conduct of all its invitees, officers, employees, agents, contractors, successors and assigns who may be at or in the FACILITIES during the contract period. The CITY reserves the right to eject or cause to be ejected from the FACILITIES any person or persons whose conduct if unlawful or otherwise objectionable. In addition, the CITY shall have the right to make announcements at any time during the EVENT in the interest of public safety, crowd control and compliance with rules, regulations, laws, etc.

10. OBSERVANCE OF LAW

LESSEE shall not engage or permit any activity which may directly or indirectly cause physical damage to the FACILITY or bring discredit to the CITY. LESSEE shall observe and obey all laws, ordinances, regulations, and rules of the municipality, state or federal governments which may be applicable to LESSEE and its occupancy and use of the FACILITIES. LESSEE will obtain and maintain any and all permits and licenses.

11. UTILITIES

The CITY shall provide and maintain the necessary utility connections and service including water, electricity, sewage disposal, heat and air conditioning at the designated portion of the FACILITIES for the EVENT. The costs and expenses incurred by the CITY in providing special plumbing, electrical, carpentry and like work as may be required shall be assessed to LESSEE as SUPPLEMENTAL EXPENSES. The CITY does not warrant against interruption in or failure of such utility connections and services, and the CITY shall not be liable to LESSEE for any loss, damage, cost, or expenses which may result or arise from any such interruption or failure, except to the extent arising out of any negligence or willful misconduct of the CITY, its employees, its representatives.

12. DANGEROUS MATERIALS

LESSEE shall not, without the advance written consent of the CITY MANAGER OR HIS DESIGNEE, put up or operate any engine or motor machinery or use any flammable, toxic or explosive items inside or outside the FACILITIES. LESSEE agrees that all decorative materials used in the facility will be flame-proof and not attached to walls and that all questions of safety will be resolved to the CITY MANAGER OR HIS DESIGNEE'S satisfaction.

13. OCCUPANCY INTERRUPTION

If, irrespective of fault of the CITY, the FACILITIES or any part thereof shall be destroyed or damaged by fire or other cause, or the elements, or if any casualty or unforeseen occurrence shall render the FACILITIES or any part thereof unusable and thereby make the fulfillment of the CONTRACT impossible, EITHER PARTY shall not in any such case be held liable or responsible to the OTHER PARTY for any damage caused to him. If said FACILITIES shall be destroyed or damaged after the commencement of the EVENT, rendering the fulfillment of this CONTRACT by the CITY impossible, then this CONTRACT shall be terminated, and LESSEE shall pay rental for use of said designated FACILITIES only up to the time of such termination, at the rate specified, and the LESSEE waives any claim for damages or compensation should this CONTRACT so terminate.

14. SCHEDULING

The CITY shall be privileged to schedule other EVENTS before, during and after the EVENT without notice to LESSEE, but agree to respect the integrity of said event.

15. VACATING THE FACILITY

Upon vacating the City Hall Activity Center and Grounds, LESSEE will be responsible for cleaning this facility.

16. SURRENDER-REMOVAL OF PROPERTY

That the FACILITIES, including those designated and named in this agreement, shall at the termination of this contract, be returned to the CITY in as good and sage condition as same were in when LESSEE began to operate under this agreement, and if any portions of said FACILITIES are damaged or destroyed through negligence of LESSEE, the same shall be replaced, or repaired or restored or compensated for by the LESSEE to the complete satisfaction of the CITY before the termination of this contract. In the event the LESSEE fails to vacate said premises within the time limits established in the agenda and CONTRACT, the LESSEE may be asked to pay additional rental of the space equal to a percent of the posted daily rental for that space; said determination to be made by CITY MANAGER OR HIS DESIGNEE. LESSEE must have CITY MANAGER OR HIS DESIGNEE'S approval for extension of time limits over and above those established in the contract.

17. WRITTEN/VERBAL MATERIALS

The CITY shall approve the written and/or verbal use of the FACILITIES' name and/or logo on all materials, advertisement, printed material, etc.

18. NOTICES AND CONSENTS

All notices and all consents required of the CITY or LESSEE shall be in writing and shall be given or made by U.S. registered or certified mail addressed to THE CITY as follows: THE CITY OF DIAMONDHEAD, MS ATTN: CITY CLERK - 5000 DIAMONDHEAD CIRCLE, DIAMONDHEAD, MS 39525 or to LESSEE at the address provided on the Rental Application. Any notice or consent so sent shall be deemed to have been given on the date same was deposited in the U.S. Mail as registered or certified matter. In addition such consents to be given by the CITY shall not be deemed enforceable unless signed by the CITY MANAGER OR HIS DESIGNEE.

19. PARTIAL INVALIDITY

If any term, covenant or condition of CONTRACT or general conditions or the application thereof to any person or circumstances shall, at any time or to any extent, be invalid or unenforceable, the remainder of same shall not be affected, and each term or condition of same shall be valid and enforceable to the fullest extent permitted by law.

**RULES FOR USE:
ACTIVITY CENTER AT CITY HALL; GROUNDS OF CITY HALL; TWIN LAKES PAVILION
And ALL OTHER CITY PROPERTIES LEASED TO THE PUBLIC**

GENERAL:

1. To rent the City Hall Activity Center; Grounds of City Hall; Twin Lakes Pavilion; and all other City properties that may be leased to the public, please contact the City Manager or his designee.
2. Regularly scheduled activities of the City of Diamondhead are not cancelled in order to provide room for rental. All available properties for rent are open for rental only when it is not used for City-related events or business.
3. Violation of the rules and regulations pertaining to the use of City property may result in immediate termination of the event and future facility use request may be denied.
4. **SMOKING IS NOT ALLOWED IN THE FACILITY.** Outside areas must remain free of trash, cigarette butts, etc.
5. A certificate of insurance shall be required when renting property from the City.

HOURS:

1. The Activity Center may be used from 6:00am to 11:00pm. Thus, no one is allowed to enter before 6:00am and everyone must be out of the building by 11:00pm. Set up and clean up for an event must be done during these hours. Any deviation from this time must be approved by the City Manager or his designee. Hours for the Grounds of City Hall and Twin Lakes Pavilion are subject to approval by the City Manager or his designee.
2. Set up, start and closing times for the event will be enforced. If your time frame changes, it must be brought to the attention of the City Manager or his designee in advance.

OCCUPANCY LOAD FOR THE ACTIVITY CENTER:

1. Fifty-four (54) people are allowed in the Activity Center when tables and chairs are used by occupants.
2. Eighty (80) people are allowed in the Activity Center for theatre-style seating when no table are used.
3. If a group, organization or individual does not comply with occupancy load policy, the function will be **shut down** by security due to safety concerns. Additionally, violations may jeopardize future rentals.

DECORATIONS:

1. Decorating is to be done during the time reserved by the Lessee. Any exception must be approved by the City Manager or his designee, and this shall be recorded on the contract request.
2. The City Manager or his designee must approve decorating plans and materials.
3. Confetti and glitter are NOT allowed to be used at any City property.
4. Can glitter spray and silly string are NOT allowed at any City property.
5. Smoke machines and fog machines are NOT allowed in the Activity Center. It can be used outside on the Grounds of City Hall or at Twin Lakes Pavilion, with prior approval by the City Manager or his designee.
6. Use of candles are not allowed inside the Activity Center. Nails, push pins, thumb tacks and tape are prohibited on the walls of the Activity Center.
8. Fireworks and Pyrotechnics ARE NOT ALLOWED in or outside the Activity Center or outside at any City property.
9. Rice may not be used for wedding receptions or any other type functions. (BIRD SEED MAY BE USED OUTSIDE ONLY).

SECURITY:

1. The Chief of the Diamondhead Police Department will determine the number of security officers required for your event.
2. If security is required, this fee is added to the rental agreement and paid to the City of Diamondhead prior to the event as part of the rental agreement.
3. If alcohol is served, security is required.
4. The hourly rate per officer is \$35 (4-hour minimum required).
5. Failure to arrange for security will be grounds for cancellation of the contract.

KEYS:

1. The lessee can pick up keys to the Activity Center and the Restrooms at Twin Lakes the day before the scheduled event.
2. Keys must be returned no later than the next business day after the scheduled event.

BATHROOMS:

1. There are two (2) bathrooms available for use in the Activity Center and two (2) bathrooms available for use at the Twin Lake Pavilion. Paper towels, hand soap and toilet paper are provided at both locations.
2. Depending on the type of event, additional port-o-lets may be required at the expense of the lessee.

USE OF KITCHEN:

1. The kitchen at City Hall is NOT available for use.

CLEANING REQUIREMENTS AFTER USE:

1. Cleaning is required immediately after the event.
2. Cleaning tools and supplies are provided in the maintenance closet in the hallway.
3. Wipe all tables and chairs which were utilized.
4. Sweep and mop entire facility, including the bathrooms and hallway.
5. Clean all appliances and counter tops.
6. Clean all bathroom facilities; Pick-up trash, sweep and mop. Clean sinks, toilets and mirrors.
7. Empty all trash cans and bring trash bags to the dumpster at City Hall.
8. Sweep and pick-up trash from front entrance of Activity Center. Also, if any trash is left on the grounds outside facility, you will need to pick-up and put in trash receptacle. This includes the parking areas.
9. Failure to comply with the cleaning requirements may result in clean up being completed with city labor and associated costs will be assessed to Lessee and/or Guarantor.
10. Failure to clean as required may result in denial of future use of the facilities.

TABLES AND CHAIRS FOR USE AT THE ACTIVITY CENTER ONLY:

1. Nine (9) standard 5' round tables with fifty-four (54) chairs are provided as the normal set up for the facility (6 chairs at each table).
2. The lessee will return table and chairs to the normal set up after use.
3. Tables and chairs can be removed from the Activity Center and put in the storage closet if these are not needed during use of the facility.

EQUIPMENT AVAILABLE FOR USE AT THE ACTIVITY CENTER ONLY:

5 ft. round tables – 25
Chairs – 100
Coffee maker – 2
Sink – 1

6 ft. rectangle tables – 10
Tea maker – 2
Garbage cans – 2
Podium – 1

RENTAL FEE SCHEDULE:

- | | |
|----------------------------|----------|
| 1. Standard Rental Fee | \$150.00 |
| 2. Governmental Rental Fee | \$0.00 |

SUPPLEMENTAL EXPENSES:

1. In the event that additional services or costs are needed to be incurred by the City of Diamondhead, these expenses are required to be paid by the Lessee and/or Guarantor.
2. Some supplemental expenses include, but are not limited to, the following:
 - a. Security \$35 per hour per officer (4-hour minimum required)
 - c. Clean up of grounds during or after an event.
 - d. Professional cleaning of Activity Center.
 - e. Assistance during event with garbage cans or other needs.
 - f. Utilities (i.e. water and electricity)
3. The cost for any supplemental services will be determined by the City Manager, or his designee, and must be paid by the Lessee and/or Guarantor prior to the event.

The person requesting this rental agrees to personally accept responsibility for any damage done to the facility or equipment by persons in his/her group during the reserved time and to maintain order and control over person(s) in their group. Failure to comply with all the terms of these regulations or violations of any federal, state or municipal law, ordinance or regulations in conjunction with the use of this facility will result in immediate cancellation of the privilege of using this facility and will be grounds for future denial of similar reservations.

I hereby agree that I have read, understand and agree to all the Rules for Use of the Activity Center at City Hall; Grounds of City Hall; Twin Lakes Pavilion; and any other City property that is leased to the public which are attached to this rental application.

INDIVIDUAL GUARANTEE

As consideration for the City of Diamondhead permitting use of the grounds, facility, and equipment the undersigned, in his/her individual capacity, does hereby personally guarantee and accept responsibility for any damages done to the grounds, facility, or equipment by persons in the group during the reserved time and to maintain order and control over said persons.

IN WITNESS WHEREOF, the parties have made their assent to the above and foregoing conditions on the respective dates below each signature.

LESSEE:

THE CITY OF DIAMONDHEAD, MISSISSIPPI

By: _____

By: _____

City Manager or His Designee

Date: _____

Date: _____