THE CITY OF BAY SAINT LOUIS COMMUNITY HALL
POST OFFICE BOX 2550
301 BLAIZE AVE
BAY SAINT LOUIS, MISSISSIPPI 39521
228-596-1285 • FAX 228-466-5490
www.baystlouis-ms.gov

State of Mississippi County of Hancock

EVENT#_____

GENERAL CONDITIONS OF CONTRACT- NON-COMMERCIAL CATEGORY

The CITY of Bay Saint Louis Parks and Beautification Department, by its duly authorized representative, and by its duly authorized representative, hereby agree that the following general conditions shall be applicable to the following described EVENT-

_____

_____

Herein, the parties hereto agree as follows:

1. **DEFINITIONS:**

   A. The term "**CITY**" shall mean the CITY of Bay Saint Louis, Mississippi.
   B. The term "**EVENT COORDINATOR**" shall refer to the **EVENT COORDINATOR** of the CITY of Bay Saint Louis Community Hall.
   C. The term "**LESSEE**" shall refer to the person, firm, partnership, corporation or other legal entity, other than the **CITY**, who is a signatory party to this agreement, and shall also refer to the officers, employees, agents, attractions, entertainers, contractors, lessees, and invitees of the aforesaid signatory party.
   D. The term "**FACILITIES**" shall mean those portions of the complex known as the City of Bay Saint Louis Community Hall, together with its banquet hall, kitchen, meeting rooms, and grounds, which are designated for use by **LESSEE** as per attached **CONTRACT.**
   E. The term "**EVENT**" shall mean the purpose or purposes and/or the **EVENT** 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 labor fees, times, additional services required, deposit and payment method.
   H. The term "**AGENDA AND RATE SCHEDULE**" shall refer to that documentation listing usage of the **FACILITIES** by **LESSEE** by date, time and size, and showing the contracted rental rate and labor fee thereof.

2. **DESCRIPTION OF PORTION OF FACILITIES TO BE USED AND OCCUPIED**

   The CITY hereby grants to **LESSEE** and **LESSEE** hereby accepts a CONTRACT to occupy and use, subject to all the terms and conditions listed, the designated portions as listed on agenda and rate schedule **CONTRACT** and/or the **CONTRACT.**

3. **PAYMENT**

   A. **Deposit:** **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.
   B. **Settlement**: Unless otherwise indicated on the **CONTRACT,** the balance of all **SUPPLEMENTAL EXPENSES** shall be paid by the **LESSEE** to the **CITY** 7 DAYS PRIOR TO EVENT.
   C. **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 performance of this **CONTRACT,** in its entirety and must cancel the **CONTRACT** due to labor troubles, disputes, strikes, accidents, governmental (federal, stage and municipal) regulation of, or restrictions upon travel or transportation, non-availability of supplies, riots, national emergencies, acts of God and other causes whether enumerated herein or not, which are beyond the 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.

4. **INDEMNITY**

   If required by **CONTRACT, LESSEE** hereby agrees to hold harmless and indemnify the **CITY,** City members, and the **EVENT COORDINATOR** 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. LESSEE** hereby agrees to fully indemnify and hold harmless the **CITY,** City members, and the **EVENT COORDINATOR** from any 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 judgments, 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 contributionly, 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 and,, also **LESSEE** shall pay for any and all damages to the **CITYOF BAY SAINT LOUIS'** property, or loss, or theft of such property, done or caused by such persons except to the extent arising out of any negligence or willful misconduct of the **CITY,** its employees, or its representatives. 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 BAY SAINT LOUIS,** City members, and its **EVENT COORDINATOR** being held harmless by such policy. Such policy of insurance shall be in such amounts as meets with the approval of the **EVENT COORDINATOR.**

5. INSURANCE
If required by CONTRACT, LESSEE shall furnish the CITYOF BAY SAINT LOUIS, MS, before the aforementioned EVENT, approved and satisfactory general comprehensive liability insurance in the amount specified in CONTRACT, naming the CITY, and staff as additional insured. 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 therein 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 EVENT COORDINATOR 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 claims that any insurance obtained by the CITY under this paragraph is insufficient for any reason. If LESSEE is an agency or political subdivision of the State of Mississippi, it may meet the CONTRACT'S 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 EVENT COORDINATOR. 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 EVENT COORDINATOR to terminate same without incurring any liability therefore.

6. CONCESSIONS, CATERING
The CITY of Bay Saint Louis, MS, does not provide any food, beverage, water, or linen services. However, the city will provide a list of approved local caterers only. Out of town caterers must be licensed and certified to use kitchen.

7. ADVERTISEMENTS
LESSEE will not post or exhibit signs, advertisements, showbills, lithographs, posters or cards of any description on any part of said building without EVENT COORDINATOR'S prior approval.

8. 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 officers, employees, agents, contractors, lessees and invitees 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 is 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.

9. 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 required permits and licenses.

10. 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 additional 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.

11. DANGEROUS MATERIALS:
LESSEE shall not, without the advance written consent of the EXECUTIVE COORDINATOR, put up or operate any engine or motor machinery or use any flammable, toxic or explosive items in 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 EVENT COORDINATOR'S satisfaction.

12. 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 this 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.

13. 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.

14. **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 operated under this agreement, and if any portion or 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 license. In the event the **LESSEE** fails to vacate said premises within the time limits established in the agenda and rate schedule **CONTRACT**, the **LESSEE** may be asked to pay additional rental of the space equal to % of the posted daily rental for that space; said determination to be made by **EVENT COORDINATOR. LESSEE** must have **EVENT COORDINATOR'S** approval for extension of time limits over and above those established in the agenda and rate schedule.

15. **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.

16. **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 BAY SAINT LOUIS, MS P.O. Box 2550, BAY SAINT LOUIS, MS 39521 -or- 688 HWY 90. BAY SAINT LOUIS, MS 39520 to LESSEE as follows:

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_____

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 **EVENT COORDINATOR.**

17. **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.

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

THE CITY OF BAY SAINT LOUIS, MS

By: _____
EVENT COORDINATOR

Date: _____

As LESSEE

By: _____

Title: _____

Date: _____

BAY ST. LOUIS COMMUNITY HALL
301 BLAIZE AVENUE
REQUEST FOR RENTAL

MAIL ALL CONTRACTS AND FEES TO
ATTENTION: BEAUTIFICATION DEPARTMENT
P.O. BOX 2550
BAY ST. LOUIS, MS 39521
PAYABLE TO: CITY OF BAY ST. LOUIS

GROUP (S) OR INDIVIDUAL (S) NAME (S): _____ (Lessee)

ADDRESS: _____
Zip Code

TELEPHONE #: Home _____ Work _____

TYPE OF EVENT: _____

NUMBER OF PARTICIPANTS: _____

SET UP TIME: _____

START TIME: _____

CLOSE TIME: _____

It is hereby agreed upon between the City of Bay St. Louis Parks and Beautification Department and the above Lessee that the named facility is reserved on: _____.

The person requesting this rental agrees:

1. To personally accept responsibility for any damages done to the facility or equipment by persons in his/her group during the reserved period of time and to maintain order and control over person (s) in their group.

2. To abide by all policies and procedures of the City of Bay St. Louis Parks and Recreation Department as directed by the instructions in the contents of this contract and by the employee on duty.

3. Set up, start and closing times for the event will be enforced. If you choose to clean the facility, you must clean and exit facility by 2:00 a.m. (NO EXCEPTIONS). If your time frame changes, it must be brought to the attention of the Reservationist is advance. You may not change your decision for clean-up the day or night of your function.

Failure to comply with all the terms of these regulations or violation 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 or permits.

To be considered for a non-profit fee you must provide a copy of your non-profit status to the Department of Parks and Recreation upon signing the contract.

I hereby agree that I have read and understand all the regulations and policies governing the use of the above named facility.

Signature _____ Date _____

.....

RENTAL FEE $_____ **RECEIPT** _____ **DATE** _____

DEPOSIT FEE $ _____ **RECEIPT** _____ **DATE** _____

CLEAN-UP FEE $_____ **RECEIPT** _____ **DATE** _____

COMMENTS: _____

HOURS:

1. Activities in the center must be completed and everyone should be out of the facility at 2:00 a.m. If the renter elects to clean, they you must shut the function down at 12:00 midnight, clean facility and be out by 2:00 a.m.

2. Regularly scheduled activities of the Parks and Recreation Department and the City are not cancelled in order to provide room for a permit. Center is opened only for bookings. Call Event Coordinator to make arrangements to look at Center.

STAGE MEASUREMENTS:

OCCUPANCY LOAD:

1. Four Hundred and twenty **(420)** people are allowed in auditorium provided chairs and tables used by occupants do not hamper access to exit doors and egress from exit doors. Six Hundred and fifty **(650)** people are allowed for theatre-style seating.

2. If group, organization or individual does not comply with occupancy load policy, the function will be **shut down** by security. Additionally, the chance of renting the facility again will be jeopardized. Tables and chairs are provided with this facility.

   The number of tables and chairs which are provided is:
   8' Rectangle tables – 60, 5' Round Tables – 60, Banquet Chairs – 700

DECORATIONS:

1. Decorating is to be done during the period of time reserved by the contract group. Any exception must be approved prior to signing and shall be recorded on the contract request.

2. The Event Coordinator must approve decorating plans and materials.

3. Confetti and glitter are not allowed on tables or floors. Can glitter spray and silly string are not allowed in facility or on grounds. Smoke machines and fog machines are not allowed in facility. (NO EXCEPTIONS).

4. All candles which are used in the facility must be placed in a fire resistance container or the Event Coordinator will remove them or have the fireman on duty remove them.

5. Fireworks and Pyrotechnics ARE NOT ALLOWED in or outside facility.

6. **ALCOHOL IS NOT ALLOWED TO REMAIN IN FACILITY ONCE FUNCTION HAS ENDED. IT MUST BE REMOVED. (NO EXCEPTIONS)**

7. **DRINKING ALCOHOLIC BEVERAGES DURING REHEARSALS IS NOT PERMITTED UNLESS SECURITY IS ASSIGNED TO THE REHEARSAL. ANYONE CAUGHT DOING SO WILL BE ASKED TO STOP DRINKING OR LEAVE THE FACILITY BY THE CITY EMPLOYEE ON DUTY.**

SUPERVISING:

1. The Event Coordinator will be available to give assistance when needed and to assure that the policies of the Department are followed.

THE EMPLOYEE ON DUTY WILL NOT SERVE AS A CHAPERON

2. Youth groups who do not have adults to supervise their function will not be able to book said facility. The adult must come in and contract the facility through the Event Coordinator.

3. The Event Coordinator and/or Director of Parks and Beautification must approve chaperons for youth groups prior to signing the contract request. One adult per (20) children. The names and other pertinent information about chaperons are to be listed on the contract retained by the Parks and Recreation Department when signed.

4. The Police Department will determine the number of security officers required for your booking. Arranging for security and payment for such is the responsibility of the person (s) signing the contract. Failure to arrange for security will be grounds for cancellation of contract. Failure to pay security will result in deduction from security deposit in an amount to cover cost of security.

OTHER REQUIREMENTS:

1. Violation of the rules and regulations pertaining to the use of the Community Hall may result in forfeiture of deposit fee. Also, the use of the facility may be denied for future requests.

2. SMOKING IS NOT ALLOWED IN FACILITY. Food and drinks are not permitted except in those areas designated for such. EATING AND DRINKING IS NOT ALLOWED IN THE RESTROOM AREAS. (NO EXCEPTIONS).

3. Under no circumstances shall equipment, chairs, tables, etc. be removed from the Community Hall.

4. Rice may not be used for wedding receptions or any other type function. **(BIRD SEED MAY BE USED OUTSIDE ONLY)**

USE OF KITCHEN:

1. Use of the kitchen is included in the rental fee for the facility.

2. The stove shall be used for warming food catered into the building. Frying fish, meats or other foods is not permitted. Major cooking must be done outside and will have to be approved by the Event Coordinator and/or Director of Parks and Beautification.

RENTAL FEE SCHEDULE

Introductory Prices:

Rental Fee (Ballroom)	$1,000.00	Deposit $400.00
Rental Fee (Entire Building)	$1,500.00	Deposit $500.00
Non-Profit Fee (Ballroom)	$500.00	Deposit $400.00
Non-Profit Fee (Entire Building)	$750.00	Deposit $500.00
Rehearsal/ 1 hour min.	$75.00 per hour	
Rental Fee (Meeting Rooms)	$250.00	Deposit $100.00
Non-Profit Fee (Meeting Rooms)	$125.00	Deposit $100.00

***Local Government Rental Fee**
(at city's discretion, fees for local government functions may be waived partially or entirely.)

Dear Lessee,

Upon vacating the Bay St. Louis Community Hall premises, you will be responsible for cleaning this facility. It is also your responsibility to walk through the hall with the Event Coordinator and/or Director of Parks and Beautification prior to leaving to ensure the facility is left in satisfactory condition.

Cleaning is to include:

1. Wipe all tables and chairs which were utilized.
2. sweep and mop entire facility
3. Clean kitchen to include all appliances and counter tops
4. Clean all bathroom facilities; Pick-up trash, sweep and mop. Clean sinks, toilets and mirrors.
5. Empty all trash cans and leave trash in designated area.
6. Sweep and pick-up trash from front entrance. Also, if any trash is left on the grounds outside facility you will need to pick-up and put in trash receptacle provided. This includes the parking areas.
7. Any digression in completing items 1 thru 6 will result in clean up being completed with city labor and associated costs taken from deposit.

SIGNATURE ______________________________ DATE ______________

I waive responsibility for clean-up and wish to have the City of Bay St. Louis provide this service. I understand that I will be responsible for paying the $400.00 clean-up cost for this service.

SIGNATURE ______________________________ DATE ______________