

# EUPORA CIVIC EVENT CENTER

## Policies on Use and Rental Agreement



The following sets forth use and rental policies for the Eupora Civic Event Center. By its signature below, the Renter agrees to abide by all policies set forth below and by all terms and conditions set forth on the accompanying Rental Application, as approved by the Town.

1. **Hourly Rentals:** The Renter must honor the specific start and finish times stated on Rental Agreement below. The renter is responsible for setup and replacing tables and chairs, etc. to the storage areas. **A cleaning/damage deposit is required.**
2. **Full Use Rentals:** Based on at least 6 hours of rental. The Renter must honor the specific date stated on the Rental Agreement below. Set up and dismantling must be completed on the date and during the hours of rental unless other arrangements are made with the City Clerk's office and noted in the special conditions section below. The renter is responsible for setup and replacing tables and chairs, etc. to the storage areas. **A cleaning/damage deposit is required.**
3. **Non-Profit Events:** Non-profit is defined as any religious, charitable, social, educational, or civic group, which does not distribute profits or dividends to the members thereof, and where profit is not its primary objective. The renter is responsible for setup and replacing tables, chairs, etc. to the storage areas. **A cleaning/damage deposit is required.**
4. **Kitchen Rental:** A fee for the kitchen will be charged for use of the ovens and/or food preparation. The kitchen prep area, tables, sinks, and refrigerator must be wiped down. User must remove all items placed by user from the refrigerator and freezer.
5. Security deposits will not be charged to groups who use the Center on a regular basis.
6. No unauthorized animals are allowed in the Center or on the grounds.
7. No nails, tacks, holes, duct tape, staples, or any other form of attachment to the walls, ceiling, floors or other surfaces in the building.
8. **No glitter or small confetti** may be used in decorations or activities at the Civic Event Center. Failure to comply will result in the loss of the deposit and additional charges for damage may apply.
9. **No open flame candles are permitted.** The renter may use flameless LED candles. The renter agrees the use of open flame candles are not allowed anywhere in the building.
10. Smoking is not allowed in any part of the Civic Event Center.
11. All Renters will be billed and/or charged for any additional costs associated with unreasonable wear or breakage to the Civic Event Center, and/or custodial costs required due to leaving the facility in an unclean or damaged condition.

12. The City of Eupora and its officers and employees will not be liable or responsible for any injury, accident, loss, or damage to any person or to any property of any person arising out of Renter's use of the Center.
13. Music and noise must be kept to a reasonable volume level with particular attention paid to this during the hours the Center is open for public use, and under curfew/noise laws, in consideration of the proximity of private dwellings.
14. In case of a disaster (tornado, etc.) the Center may be used as a Red Cross Shelter and all prior agreements will be canceled at the City Clerk's discretion. In such event, all deposits will be refunded in full and the City of Eupora will not be responsible for any inconvenience, loss, or damage incurred by the Renter.
15. The Center must be reserved at least 10 days prior to the rental date. Damage/Security rental deposits and fees are required to be paid in full no later than 10 days prior to event. Refunds will be made for cancellations if notice is given 48 hours before use time.
16. A cancellation of the event and/or required for refund must be submitted in writing to the City of Eupora and a determination will be made, at the City of Eupora's sole discretion.
17. **At any function or activity where any alcoholic beverage is served or available, an additional one-time special permit fee of \$50 is required.** All charges must be paid in advance of the use of the Center.
18. Groups or individuals using the Center are legally and financially responsible for any and all damages incurred while under their use. In the event damages occur, the cost of repair or replacement will first be deducted from the deposit. Should the damages and costs exceed the deposit, the Renter agrees to reimburse the city for the excess within 30 days from the date of a statement, therefore. The City Board reserves the right to cancel or deny any further rental/use agreements with said individual and/or group.
19. Groups or individuals using the Center are responsible for the behavior and actions of guests and children. Rooms used must be left clean and in the same arrangement as prior to being used by Renter. This includes restrooms, counters, equipment, and chairs returned to their proper places.
20. At no time shall any portion of the sidewalks, entries, or other access ways into the Center or to public utilities on the premises be obstructed from use.
21. Renter agrees to collect and adhere to any and all applicable sales tax laws forth by the City of Eupora.
22. Use of the Center in no way shall constitute an endorsement by the City of Eupora of Renter's event or activities. Unless otherwise authorized in writing by the City, Renter shall not imply in any way that the City is sponsoring, co-sponsoring, or endorsing Renter's event or activities. In advertising for the event, the Center shall be listed only as the location for the event.
23. Prior to entering the Center for the use allowed hereunder, the Renter shall, at its sole cost and expense, procure and maintain during the entire period of this Agreement the following coverages and limits of insurance with companies acceptable to the Town, if applicable.

- a. Workers Compensation, including occupational disease and employer' liability insurance in accordance with any applicable worker's compensation laws, on all owners, employees, servants, and/or agents connected with or engaged in the performance of the Renter's activities or obligations at the Center.
- b. Commercial General Liability insurance with personal injury and property damage limits at a combined single limit of not less than \$150,000 per person and \$600,000 per occurrence.

The above coverages represent only the minimum insurance required by the City and Renter should rely on its expertise to obtain additional insurance coverage needed for its activities. The Renter's liability insurance must establish the City of Eupora as "Additional Insured" for the date (s) of Renter's scheduled event (s). Renter shall provide the City with certificates of insurance indicating Renter is covered by insurance as set forth above and copy of the "Additional Insured" endorsement, establishing such additional insured status. Renter must provide such certificates of insurance to the City prior to the first date of use. Failure to comply with this requirement may result in the immediate cancellation of this Agreement and may also result in the elimination of any future use of the Center by the Renter. Renter shall require that the insurers providing the above-noted coverages give the City notification of any cancellation or termination by refusal to renew the policy or any change in coverage of the policy in the manner provided by law. The parties hereto understand and agree that the City is relying on and does not waive or intend to waive by this Agreement, any provision hereof, including the provisions of this paragraph, the monetary limitations or any other rights, immunities, and protections provided by the Mississippi Governmental Immunity Act, MS Code Title 11, Chapter 46-9, as from time to time amended, or otherwise available to City of Eupora.

24. Private parties shall be defined as: Weddings Receptions, Anniversaries, Company Parties etc., that are given or sponsored by individuals or groups for entertainment purposes of invited guests. They shall be closed to the public.
25. During the use of the Center Renter agrees to comply will all state, fire, and police rules and regulations and all City laws, codes ordinances, and regulations either contained herein, now in force or as hereinafter amended or enacted. Renter must strictly observe all occupancy.
26. **INDEMNITY, RELEASE AND HOLD HARMLESS – PLEASE READ CAREFULLY.** In consideration for being permitted to use the Civic Event Center, the Renter agrees to indemnify and hold harmless and on behalf of itself, and its officers, employees, members, and invitees expressly exempts and releases the City, its officers, employees, and insurers, from and against all liability, claims, and demands, which are incurred, made, or brought by any person or entity, on account of damage, loss, or injury, including without limitation claims arising from property loss of damage, bodily injury, personal injury, sickness, disease,

death, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with the use of the Center, whether any such liability, claims, and demands result from the act, omission, negligence, or other fault on the part of the City, its officers, or its employees, or from any other cause whatsoever.

27. All rental agreements must be signed by an authorized representative of the City to be effective. A copy of the rental agreement must be kept by the Renter at the Center during times of Renter's use.
28. Renter acknowledges that it has read and understands all provisions of this Agreement and agrees. Renter will communicate to individuals using the Center under this Agreement all policies and requirements regarding the use of the Center.

**An entry code for the Civic Event Center, for each individual group will be assigned 24 hours before the event, with a signed Rental Agreement and Security Code Agreement, unless other arrangements have been made. The code will only be assigned if the Rental Agreement and Security Code Agreement have been signed.**

The cleaning/damage deposit will be returned only when it's deemed that the Renter abides by the terms of the agreement.

**MY SIGNATURE VERTIFIES THAT I HAVE FULLY READ THIS RENTAL AGREEMENT AS WELL AS THE CONDITIONS OF RENTAL AGREEMENT, AND I AGREE TO AND DO ACCEPT FULLY RESPONSIBILITY TO ABIDE BY THESE CONDITONS AS WELL AS ALL OTHER APPLICABLE LAWS AND REGULATIONS.**

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RENTER'S SIGNATURE

DATE

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AUTHORIZED EMPLOYEE

DATE

IN WITNESS WHEREOF, this Agreement is executed this \_\_\_\_\_ day of \_\_\_\_\_

**CITY OF EUPORA**

**RENTER**

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Authorized Employee

Printed Name

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Signature

**RENTAL APPLICATION**

Rental Date: **From** Date \_\_\_/\_\_\_/\_\_\_ Time: \_\_\_\_\_ **to** Date \_\_\_/\_\_\_/\_\_\_ Time: \_\_\_\_\_

Name of Responsible Party: \_\_\_\_\_

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

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

Rental Purpose: \_\_\_\_\_

Estimated Attendance: \_\_\_\_\_

**Please Check the Rooms Needed:**

\_\_\_\_\_ Main Hall (Capacity 200)

\_\_\_\_\_ Meeting Room (Capacity 30)

\_\_\_\_\_ Kitchen (Includes use of Oven, Stove Refrigerator, and Sink)

Damage Deposit: \$175 – Main Hall    \$50 – Meeting Room

**Main Hall Rental Fee (Up to 6 Hours) - \$200**

Additional Time \$50 per additional 2 hours      Additional Hour(s): \_\_\_\_\_

**Meeting Room Rental Fee (minimum two hours): \$50 per two hours**

Additional Time \$10 per additional hour      Additional Hour(s) \_\_\_\_\_

Kitchen Fee: \$75                                      **Check if Required:** \_\_\_\_\_

Alcohol Special Permit: \$50                      **Check if Required:** \_\_\_\_\_

**Security Fee \$50 per hour per Officer**      **Check if Required:** \_\_\_\_\_

**Total Deposit Required:** \_\_\_\_\_

**Total User Fees Required:** \_\_\_\_\_

Certificate of Insurance Provided: \_\_\_\_\_

Special Conditions/Requirements: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

***Please mail payments to: City of Eupora, 390 Clark Avenue, Eupora, Mississippi 39744.***

***After Hours Number: 662.258.2291***

***In the event of an emergency, please call 911***

**This Section for City of Eupora Use Only**

**City Clerk's Office**

Approved

Denied

Date: \_\_\_\_\_

Comments:

**Accounting**

Date: \_\_\_\_\_

**Deposit** Amt Rcvd/Date: \_\_\_\_\_ Date of Refund: \_\_\_\_\_

**Eupora Public Works &  
Parks Department Notified**

Date: \_\_\_\_\_

**Calendar**

Date: \_\_\_\_\_

Add

Remove

**After Hours/On-Call Number: 662-258-2291**

**City Hall Business Hours**

- Monday – Friday: 8:00 a.m. – 5:00 p.m.
- Saturday & Sunday: Closed