

CITY OF CRYSTAL SPRINGS, MISSISSIPPI
FACILITIES RENTAL APPLICATION AND AGREEMENT

Please read contract carefully before signing.

FACILITIES RENTED: _____

NAME OF RESPONSIBLE PERSON (S): _____

ADDRESS: _____

TELEPHONE (____) _____ - _____

FUNCTION/ACTIVITY: _____

1. I understand that I am responsible for any and all damage to the facility while it is rented to me and I am also responsible for the supervision of persons at my function. Damages and failure to return keys to the Police Department may result in \$50.00 penalty plus actual damages, plus a loss of rental privileges.
2. *I understand that FIREARMS AND ALCOHOLIC BEVERAGES are not allowed on any City property.*
3. *I am 18 year of age or older.*
4. **I UNDERSTAND THAT THE CITY OF CRYSTAL SPRINGS WILL NOT SUPERVISE OR CONTROL FUNCTION. I AGREE TO BE RESPONSIBLE FOR THE PERSONS ATTENDING MY FUNCTION AND I AGREE TO EXERCISE CONTROL OVER THE FUNCTION TO PREVENT ANY BREACH OF THE PEACE, DAMAGE OR INJURY TO PERSONS OR PROPERTY, AND DISORDERLY CONDUCT. I UNDERSTAND THAT ALL PERSONS MUST BE OUT OF THIS FACILITY BY 10:00 PM. FAILURE TO DO SO WILL RESULT IN THE LOSS OF MY RENTAL PRIVILEGES. I UNDERSTAND AND HAVE READ THIS AGREEMENT. I AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT AND I ACCEPT MY OBLIGATIONS UNDER THIS AGREEMENT. I UNDERSTAND THAT I AM SOLELY RESPONSIBLE FOR THE FACILITIES AND ANYTHING THAT OCCURS ON THE FACILITY WHILE RENTED BY ME AND UNTIL SUCH TIME AS I HAVE RETURNED THE KEY TO THE CITY, AND I AGREE TO HOLD HARMLESS THE CITY OF CRYSTAL SPRINGS, IT EMPLOYEES AND AGENTS FOR ANY CLAIM OR DAMAGE RESULTING FROM ANYTHING THAT HAPPENS AT THE RENTED FACILITY DURING MY FUNCTION.**
5. I understand that I will loose my \$50.00 deposit plus damages accessed if there is damage(s) to the equipment or building or if the building is not returned in a clean condition. *(Please check the facility carefully. If you find it in an undesirable condition, you must report it immediately to the Police Department, otherwise you will be charged with the damage.)*
6. I understand that I will not charge for anyone attending any function held at the pools or community centers.
7. POOL ONLY—I understand that I will not have more persons attending than one lifeguard for every 25 people.
8. I understand that I am responsible for the use of this facility. I agree not to allow possession or consumption of alcohol, profanity, nudity, immoral conduct, and loud noise that may disturb the peace of the community. Should the City determine that I have violated this contract, I understand that my event or use of the facilities may be terminated immediately even if my event or use of the facilities is not completed.
9. The Ball fields and The Sports Complex will not be rented on Christmas Day or Easter Sunday. Ball fields will not be used for concerts.
10. For special events and concerts which are expected to draw a large number of persons the event must be approved on a case by case basis by the Board of Aldermen to insure that security and liability insurance are adequate and the event details and agreement are

specifically approved. A special events or concert rider may be attached to this contract at the direction of the Board of Aldermen.

- 11. I understand that if rent a facility and offer entertainment with 50 people or more in attendance I will provide a certified law enforcement officer for security.
- 12. Use of chairs and tables located on the rented facility is included. No other chairs, tables, or other equipment not located at the rented facility is included. The City will not move any other chairs, tables, or other equipment. If any such additional items are needed, renter will need to make his own arrangements for the same.

I, _____ (RENTER), hereby agree to rent _____ (FACILITIES), on _____ (specify date) at _____ a.m./p.m. through _____ a.m./p.m. for a total of _____ hour(s).

OR

I, _____ (RENTER), hereby agree to rent _____ (FACILITIES), on _____ (specify date) **all day.**

I understand that there will be no refunds of the rent for the facilities unless I give notice to the City not less than three days prior to rental day or time set forth in the contract or if I am forced to cancel due to genuine family emergency requiring my personal attendance. I have read and understand this agreement and I agree to its terms and conditions

 Renter
 Date signed: _____

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FOR CITY USE ONLY:

- () Received rental payment on _____ in the amount of \$ _____ (Initial _____).
- () Driver's license **checked for date of birth** (Initial _____).
- () Keys returned to the City's Police Dept. _____ (Initial _____).
- () Penalty fees \$50.00. (Initial _____).
- () Damage fees in excess of penalty. Total cost \$ _____.
- () Loss of rental privileges. (Initial _____).

03.24.09