

WEST MADISON UTILITY DISTRICT

P.O. Box 27
443 Livingston Vernon Road
Flora, MS 39071

Telephone: 601-879-9718

Kearney Park Community Center Rental Agreement

Date: _____ Name: _____
West Madison Utility District Account No. (if Applicable): _____
Organization (if Applicable): _____
Address: _____
Home/Work No.: _____ Cell No.: _____
Rental Date(s) _____
Hours Needed: _____ a.m./p.m. to _____ a.m./p.m.
Driver's License/ID No.: _____ State Issued: _____
Name & Address of Employer: _____

Name of Your Banking Institution: _____

NON-REFUNDABLE reservation fee to reserve a date for use of Community Center is \$75.00 and an additional \$300.00 rental fee for West Madison Utility District customers and \$500.00 rental fee for non West Madison Utility District customers that must be paid one week prior to the rental plus a REFUNDABLE deposit for cleaning/damages in the amount of \$175.00 that will be returned after the Community Center Manager inspects the premises and it is clean and there is no damage. Repasts lasting 2-3 hours will be charged \$175.00 to cover the costs of utility expenses, normal wear and tear from usage, and possible clean up fees.

Terms and Conditions: Only one event scheduled in the community center per day. Use of the room includes restrooms and kitchen area (including appliances), back storage room (including tables, chairs, mops, brooms, buckets), outside covered porch area, parking lot and grounds.

Reservation Fee: All deposits are to be paid in full at the time reservations are made. Reservation fees are \$75.00, and **no reservations shall be placed on the calendar until the \$75.00 is paid in full.** RESERVATION FEES ARE NON-REFUNDABLE.

Fees: All fees are to be paid at least one week in advance. If fees are not paid by this deadline, reservations will be cancelled. The rental fee is \$300.00 for WMUD customers and \$500.00 for non WMUD customers (not including the \$75.00 reservation fee), and the refundable deposit for the cleaning/damages deposit is \$175.00. The \$175.00 cleaning/damages deposit will be returned to the renter after the Community Center Manager inspects the premises and there is no damage and the facility is clean. Failure to hold an event is the same as a late cancellation. Under no circumstances are renters to charge an entrance/usage fee or solicit money for the event held.

Reservations: If you do not pay \$75.00 for the reservation of the community center, that date will be available to other renters. No one under the age of 21 can rent this facility.

Key: You will need to contact the Community Center Manager to unlock and lock the community center doors.

Equipment Setup: The renter is responsible for set up and placing the tables and chairs used for the event.

Care of the Equipment and Facility: Cover all tables with a tablecloth if food or drinks are served. Renters will provide their own tablecloths. DO NOT PUT ANYTHING ON THE WINDOWS OR LIGHT FIXTURES! All decorations or other material must be taken away after the event. The community center will not be responsible for any material or items left in the building. In consideration of the signing of this rental agreement by both parties, West Madison Utility District ("WMUD") agrees to allow the Renter to use the furniture now located in the community center, including all tables and chairs located therein. These articles are the property of the WMUD and shall remain upon the premises and be surrendered to WMUD at the expiration of this rental agreement without damage, excepting ordinary wear and tear.

Clean Up and Damage: Clean the facility and grounds at the end of the event. Cleaning is to include sweeping and mopping the floors, cleaning the walls, toilets, sinks, tables, chairs and appliances. Please be sure to turn off all the lights as well as the heating and cooling units when you are finished. Remove all trash and litter from inside and outside the building and surrounding grounds. Place all trash and litter in the outside garbage containers and return all tables, chairs and equipment to its storage location. If garbage cans were moved closer to the Community Center for ease in placing garbage, they must be placed back in the original location in the front parking lot prior to leaving. Incidental damage to the community center, parking lot, grounds, or equipment will require additional monies to be paid to the West Madison Utility District Board of Commissioners to cover the cost of repairs. If any tables/chairs are broken, please notify the Community Center Manager and place the items with the garbage cans in the parking lot.

Capacity/Safety: Maximum capacity is 200 people in the community center. It is unlawful to exceed this capacity. Open flames such as candles or burners are not allowed. All cookware, glassware and other utensils are allowed in the kitchen area only.

Children: An adult (21 years or older) must supervise minors at the following ratio: Age 0-12 years will require 1 adult per 4 children; age 13-17 will require 1 adult per 10 teenagers.

Alcoholic Beverages/Smoking: Any use of alcoholic beverages shall be consumed inside of the building only. NO ALCOHOLIC BEVERAGES ARE PERMITTED TO BE CONSUMED OUTSIDE OF THE COMMUNITY CENTER BUILDING. No smoking is allowed at the community center as it is a smoke free facility.

Police: Security is required for most events. Cost is not included in the rental fee and shall be paid for by the renter. Events not requiring an officer are family reunions, baby showers, repasts and parts for children 13 years and under.

Suitability of Premises: It is the responsibility of the renters to inspect the premises to ensure that they are adequate for use. West Madison Utility District Board of Commissioners does not guarantee that all electrical, plumbing or mechanical fixtures, components or devices will be operational and shall not be held accountable if such damages or disruptions may cause failures during your event. However, West Madison Utility District Board of Commissioners will do its best to keep such systems operational. If at any time you need assistance during your event, you may call the community center manager.

Indemnification: Renter shall protect, indemnify, defend, save, and hold harmless the West Madison Utility District Board of Commissioners, its officers, board members, employees and agents, from and against all claims, demands, liabilities, suits, injuries, and any and all losses or damages and cost of every kind and nature whatsoever ("loss"), including but not limited to, all court costs and attorney fees and all personal injury or death and/or damage to any person or entity including, but not limited to, Renter and his or her property or other loss arising out of any alleged noncompliance with laws or caused by Renter's exercise of his or her rights under this Rental Agreement and/or resulting from the actions or omission of renter in connection with his or her presence on or any use of the Kearney Park Community Center premises by renter, its officers, agents, subcontractors, employees or invitees. Provided, however, it is understood that the indemnity provided by renter as described in this paragraph shall not extend to intentional or negligent acts of West Madison Utility District Board of Commissioners, its officers or agents. In the event the intentional or negligent acts of West Madison Utility Board of Commissioners, its officers or agents, are not the direct or sole proximate cause for one hundred percent (100%) of the loss of claim, renter shall be responsible to fulfill its obligations under this paragraph for the percentage of liability not attributable to West Madison Utility District Board of Commissioners, its officers or agents.

ADDITIONAL TERMS AND CONDITIONS:

*All deposits and fees must be paid by check or money order. No cash accepted.

*\$75.00 non-refundable reservation fee, plus \$300.00 fee for West Madison Utility District customers or \$500.00 rental fee for non West Madison Utility District customers to be paid no later than one week in advance of the event. The \$175.00 refundable deposit for the cleaning/damages deposit must be paid by separate check or money order so that it can be refunded promptly after the community center is inspected by the Community Center Manager.

*Available time for rental is Monday through Sunday 7:00 a.m. to 1:00 a.m. Rental is for one day: 7:00 a.m. to 1:00 a.m. If you wish to enter the Community Center prior to the reserved date for decorating, you must first make sure no one else will be renting the facility. A possible rental takes precedence over someone wanting access to decorate for an event scheduled for a different day as you are only paying for one day. To be sure to have access for an additional day, you need to pay for two days' rental.

CONDITION OF THE PREMISES. The Renter covenants that he/she/it has examined the premises, knows the condition of the premises, has received the premises in good order and repair, and takes the space "as is", without any representations, express or implied, for the full term of this rental agreement.

COMPLIANCE WITH GOVERNMENT REGULATIONS. The Renter, at his/her/its own expense, shall comply with all laws, orders, and regulations of Federal, State, County and Municipal authorities, and also shall comply with any direction of a public officer or officers, pursuant to law (COVID-19 or otherwise) which shall impose any violation, order or duty upon WMUD or the Renter with respect to the premises, or the use or occupation thereof.

\$75.00 Reservation Fee (**Non-Refundable**); Paid _____ (date)

\$300.00 Rental Fee for West Madison Utility District customers due no later than one week prior to event:

Paid _____ (date) –**Non-Refundable**

\$500 Rental fee for non West Madison Utility District customers due no later than one week prior to event:

Paid: _____ (date) – **Non-Refundable**

\$175.00 Refundable Deposit for Damages/Cleaning Fee: Paid _____ (date); Refunded _____ (date)

NOTE: This \$175.00 fee is only refunded if the Community Center Manager has inspected the

Community

Center after the Rental and it is clean and there is no damage

Disclaimer: Granting permission to use the Kearney Park Community Center does not constitute an endorsement by the West Madison Utility District Board of Commissions of the renter or his or her beliefs and/or practices.

I have read, acknowledge and agree to the terms and conditions listed hereinabove:

Signed: _____ Date: _____

_____ (Print Name)