Frank Cochran Center - Facility Rental Agreement

Today's Date:

Group Name:
Event Name:

Group Point of Contact:
Phone:
Email:
Event Date:
Event Description:
Event Rental Fee: See Section One.
Maximum Estimated Guest Count:
Space is reserved and available to Group from **XXX** p.m. until **XXX** __. m.

Section One: Rental Space, Deposit and Fees:

Rental Space:

a. City of Meridian, Mississippi ("City") hereby grants Group limited and revocable permission to use the Frank Cochran Center ("Facility") located at 1725 Carousel Drive, Meridian, Mississippi 39307, only on the Event Date(s), during the hours specified, and for the purposes set forth in Agreement.
b. Facility is open for visitation upon appointment.
c. To ensure adequate set-up time for Facility and vendors, evening rentals cannot start earlier than 6:30 pm, and rentals must end no later than 11:00 p.m.

Reservation Deposit:

a. Group shall pay the City a non-refundable **"Reservation Deposit" of $750**, separate from the Rental Fee and Damage Deposit upon execution of the Agreement, and complete and sign a credit card authorization form. Credit card must remain valid through Event Date.
b. Events may be scheduled and considered tentative, but Facility shall have no obligations under the Agreement until receipt of the signed Agreement and full payment of the non-refundable Reservation Deposit to commit to Event Date.
c. **The Reservation Deposit shall be credited to the rental fee. **
d. The balance of the rental fee must be paid 60 days prior to the Event Date.

Damage Deposit:

a. Separate from the Reservation Deposit, a **Damage Deposit of $500** is due 60 days prior to the Event Date.
b. The Damage Deposit will be returned after the Event Date to the credit card on file if all policies contained in the Agreement are met and Group does not damage the facility. Violations of Agreement and/or damages to the Facility will result in forfeiture of Damage Deposit.
c. If the damages to the facility exceed the Damage Deposit, the cost for the damages to the Facility will be charged to the credit card on file and a copy of final statement setting forth the charges for damages will be sent to Group.

Base Rental Fees:

a. Group shall pay to City a base "Rental Fee" of $1,500 for the use of the facility.
b. As set forth above, a $750 Reservation Deposit is required to secure the Event Date.
c. The remaining balance of the Rental Fee shall be due 60 days prior to the Event Date or upon execution of the Agreement if less than 60 days to Event Date.
d. Rental Fee includes standard cleaning fee by on-site staff but does not include cost for catering and/or alcohol, décor, linens or additional rented furniture.

Additional Rental Fees:

a. Facility is equipped with a large LED video system. To utilize the video system, an additional rental fee of $200 must be paid to cover payment to staff to operate the video system. Only the Facility staff may operate the video system. The $200 fee includes 4 hours of Facility staff assistance. If additional time is required, the cost is $50 per hour.

Expected Guest Count:

a. Agreement is based on the estimated number of guests. If the number of guests exceeds the space's safety limitations, City reserves the right to terminate the Agreement should it be determined at the sole discretion of city that the Facility cannot safely and efficiently accommodate the size of the group.

Tables, Chairs, etc.:

a. Facility has a limited number of tables and chairs available. If Group requires additional tables and chairs, the rental of those items shall be the responsibility of the Group.

Section Two: Event Logistics

Final Detail Meeting:

a. City requires Group to complete a final detail meeting with the Rental Coordinator for Parks and Recreation on or before 15 days prior to event. At final detail meeting, group will provide final set-up, timeline, guest count, vendor list, photography location requests, rehearsal date (if wedding) and time and final rental order.

Designated Group Point of Contact:

a. To ensure proper use and care of facilities and equipment, City requires Group to designate a Group Point of Contact to be responsible during the event. The Group Point of Contact will serve in the capacity of decision-maker on behalf of Group with all vendors to include caterer, bar service, florist, entertainment, etc. and will collaborate with the staff during the event.
b. Group will provide Rental Coordinator the name and contact information for the designated Point of Contact no later than 60 days prior to Event Date. Group Point of Contact is required to attend the final detail meeting and to stay for the duration of the Event to complete final walkthrough.

Final Floor Plan and Timeline for Event

a. The final floor plan is due no later than the final detail meeting. Any changes to the event set-up after that date will incur a $500.00 fee per change. "Final set-up" is defined in the Agreement between Group and the Rental Coordinator regarding what equipment will be used, how the equipment will be arranged, and a timeline of the event.

Photography:

a. Photography is limited to the spaces and times rented pursuant to the Agreement unless arranged with Rental Coordinator by the final detail meeting. Group is responsible for communicating all policies outlined in the Agreement with photographer.

The Facility Staff:

a. Staff from the Facility will be present throughout the duration of Event. Rental Coordinator will coordinate add-on services and complete final walkthrough with Group Point of Contact following Event.

Animals:

a. Animals are not permitted at the Facility with the exception of certified service dogs trained to assist a person with a disability.

Smoking:

a. Smoking is strictly prohibited at the Facility. Anyone caught smoking cigarettes, e-cigarettes or vapor cigarettes on grounds, including parking lots, will be asked to extinguish their cigarette.
b. The Facility reserves the right to ask any individual(s) who repeat the offense to leave the premises. Repeated offenses by the same individual(s) may be reported to law enforcement.

Conduct:

a. To ensure the safety of the guests and the employees and property of the Facility, the Facility reserves the right to require any person to immediately leave the Facility premises who:

    1. Is behaving in a manner consistent with intoxication;

    2. Is belligerent towards guests and/or the Facility staff or representatives; or

    3. Destroys or threatens to destroy property of the Facility.

Section Three: Set Up and Breakdown

Set-Up:

a. Set-up and décor are the sole responsibility of the Group and must not interfere with regular operations of the Facility. Facility is available to Group one hour prior to the rental start time on the Event Date.
b. Arrangements to drop items off prior to the Event Date must be made with the Rental Coordinator by the final detail meeting. Available times may be limited by other bookings of Event Space.

Decorations:

a. Decorations shall be free-standing. Any decorations that need to be attached to any indoor or outdoor location may only be fastened with rubber-coated wire, string, or floss as approved by the Rental Coordinator.
b. Nails, screws, staples, tape, tacks, Velcro or adhesives of any kind are strictly prohibited.
c. The Facility reserves the right to deny décor items if it is determined the item(s) would constitute a safety hazard to guests or staff.

Prohibited Items:

a. Artificial petals/leaves, glitter, confetti, rice, birdseed, stir sticks, straws, balloons of any kind, fireworks, tiki-torches, and Chinese lanterns are strictly prohibited.
b. Bubbles, real flowers, and real flower petals are permitted but must be cleaned up thoroughly after the event.
c. Fires and/or open flames are prohibited. Candles are permitted if in a container that provides at least 2" space between top of flame and top of container.

Final Walkthrough:

a. At the conclusion of the Event, the Rental Coordinator and the Group Point of Contact will conduct a final walkthrough of the Facility to assess any possible damages or excessive clean-up.
b. If the Group Point of Contact leaves before the final walk-through is complete, Security Deposit will not be refunded to Group.

Cleaning:

a. A standard cleaning fee for the rented spaces is included in the Rental Fee. In the event additional treatment, excessive cleaning and/or damage repairs are required to return the Facility to its operating opening state, Group agrees to pay any additional cleaning fees which will be invoiced to Group.

Breakdown:

a. After Event has ended, one hour is provided to clear out the rental space. All décor, alcohol, personal items, catering equipment, trash and other equipment brought in by Group and/or third-party vendors must be removed or disposed of within this time.
b. Group agrees to return the Facility and equipment to original state and understands that any guests or vendors remaining on site after the allotted hour will result in a fee of $50 per 15 minutes.
c. The City assumes no responsibility for personal property brought into and/or left at the Facility. Any items or equipment left at the Facility without prior arrangement become property of the Facility.

Section Four: Equipment and Service

Tables and Chairs:

a. Rental Agreements include up _____ chairs, _____ 60" round tables OR _____ eight-foot rectangular tables.
b. Additional equipment, including audio/visual equipment, is the responsibility of Group.

Media:

a. All media (DVDs, flash drives, videos, slideshows, presentations, etc.) to be played at an event using the Facility equipment must be submitted no later than 48 hours prior to Event Date. The Facility cannot guarantee that changes or updates after submission will be accommodated.
b. The Facility will provide only the cables and cords necessary to power equipment rented from the Facility. Group must provide cables or cords needed for their own devices.

Section Five: Vendors

Alcoholic Beverage Service:

a. Alcoholic beverages are only permitted if served with food.
b. Alcoholic beverages must be served by a licensed professional, defined as a bartender, hired through a company that provides bartenders and has its own liability insurance, or a bartender hired through Group's contracted catering company with its own liability insurance.
c. All alcoholic beverage and food sales must obtain a sales tax license which can be obtained from the Mississippi Department of Revenue located at 900A Highway 19 South, Meridian, MS 39301.
d. Licensed professional bartenders must serve directly to guests. Bottles of alcohol such as wine cannot be placed on tables for self-service. Additionally, bartenders may not pre-pour drinks to be set out for guests to help themselves and must attend the bar at all times.
e. Group assumes all responsibility for complying with applicable laws and ordinances concerning the serving of alcoholic beverages and assumes all liability for actions resulting from consumption of alcoholic beverages by any and all persons attending Group's event, including Group's Agent(s).

Other Vendors:

a. Any equipment and/or vendors contracted by Group must be pre-approved by the Facility and complete all necessary paperwork. Group must provide contact information of the supplier or vendor and a description of their equipment and/or services by the final detail meeting.
b. The Facility assumes no responsibility or liability for equipment and services provided by a third party, including the condition, safety, or return of equipment brought on site or rented from a third-party vendor, nor will the Facility staff set-up or breakdown such equipment.
c. Group will be responsible and shall indemnify the Facility for any damages a third party (or its employees, agents or contractors) caused to persons or property located at the Facility. Third-party equipment may not be left overnight.

Music Volume:

a. The Facility has the right to control the volume of music played at events.

Section Six: Safety and Security

Security:

a. All events where alcohol is consumed whether being sold at the event or brought in by guests, requires security to be hired at the Group's cost from a pre-approved list of security companies provided by Facility.
b. The number of security officers depends upon the number of guests, type of event, and time of event. The number of security officers required is left to the sole discretion of Facility staff.
c. If the requisite number of security officers is not present at the beginning of the event, the Facility staff will cancel the event and no refunds shall be made to Group.
d. Exceptions may be made for events with less than 100 attendees where no alcohol is present.

Weapons:

a. Group understands and agrees that weapons are strictly prohibited at the Facility. The Facility may have metal detectors in place.

Publicity:

a. Group shall not publicize Event in any manner before the Agreement is properly and fully executed (counter-signed Agreement in place and no outstanding payments) and the reservation deposit has been paid.
b. Publicizing includes, but is not limited to, written and oral invitations, posters/flyers/brochures, tickets, media releases, and postings on the Internet to include web pages and social media sites (Facebook, TikTok, X, YouTube, etc.).
c. It is the policy of the Facility that its name shall not appear in any advertising or endorsement without the Facility's express written permission.

Photographic Release:

a. Group agrees that photographs and video taken by staff of the Facility during Group's event may be used in promotional material and thereby provides permission for such use.

Minors:

a. The Facility requires an adult to youth ratio for all events to be at least one (1) adult for every ten (10) youth under the age of 18.
b. Children under the age of 18 must have adult supervision at all times.

Laws and Ordinances:

a. Group agrees to abide by all pertinent local, state and federal laws and ordinances.

Section Seven: Indemnification, Governing Law and Force Majeure

Hold Harmless:

a. Group shall indemnify, hold harmless and defend the City, City employees and elected officials from any and all demands, liabilities, damages, losses or expenses of any kind or nature to persons or property, including attorney fees and court cost arising out of or related to the Group's rental at the Facility and the Event.
b. Group also agrees to indemnify the City and its employees from liability arising from any claim or cause of action arising from or relating to food safety or any allegations of food-borne illness or exposure to food allergens. All indemnifications for claims or causes of action arising during the term of the Agreement shall survive the termination of the Agreement.

Governing Law and Forum Selection:

a. This Agreement shall be governed in all respects by the laws of the State of Mississippi.
b. Parties irrevocably consent to the sole exclusive personal jurisdiction of the state courts located in Lauderdale County, Mississippi.
c. If any provision of the Agreement is held by a court of law to be illegal, invalid or unenforceable, (a) that provision shall be deemed amended to achieve as nearly as possible the same economic effect as the original provision, and (b) the legality, validity and enforceability of the remaining provisions of the Agreement shall not be affected or impaired thereby.

Force Majeure:

a. Group or the City is not liable for failure to perform the party's obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities,

nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity.

Section Eight: Required Insurance Coverage

Event Insurance Policy:

a. All Groups are required to purchase an event policy from an A rated insurance company (by A.M. Best, Fitch, Moody's or Standard and Poor's) naming The Facility as an additional insured with the following minimum limits of liability:

Bodily Injury:	$ 500,000.00 per individual
	$ 1,000,000.00 per occurrence
Property Damage:	$ 1,000,000.00

If current Certificate of Insurance is not on file with Facility 10 days before Event Date, the Event will be cancelled and no refunds are due to Group.

Liquor Liability Insurance:

a. If serving alcohol in any form, including, but not limited to: wine, beer, or liquor, Liquor liability insurance is mandatory. If a valid Certificate of Insurance covering Liquor Liability is not on file 10 days prior to Event Date, the Event will be cancelled and no refunds are due to Group.

Caterer or Entertainer Insurance Policy:

a. The Caterer or Entertainer will maintain in force at all times, during the term of a contract with the Facility, insurance of the type's customary to Company's field of service with minimum coverage levels as indicated:

Comprehensive General Liability:	
Bodily Injury:	$ 500,000.00 per individual
	$ 1,000,000.00 per occurrence
Property Damage:	$ 1,000,000.00

If serving alcohol, liquor liability coverage must be purchased at these same limits.
If no alcohol/liquor liability coverage is obtained, alcohol is **STRICTLY PROHIBITED AT THE EVENT.**

If current Certificate of Insurance is not on file with Facility 10 days before Event Date, the Event will be cancelled and no refunds are due to Group.

b. The City of Meridian, Mississippi shall be named as an additional insured on ALL POLICIES. A copy of this policy with the additional insured requirement shall be on file with the Event Coordinator 10 days prior to Event Date. The Facility reserves the right to reject any insurance carrier which does not have an A rating with A. M. Best, Fitch, Moody's or Standard and Poor's.

Section Nine: Cancelation

Termination:

a. Agreement may be terminated ("Cancellation") by either party at any time. However, failure by Group to comply with any terms of the Agreement will constitute grounds for immediate termination by the City and forfeiture by Group of Reservation Deposit, Security Deposit and Rental Fees.

Cancellation by The City:

a. The City may at any time cancel a reservation and terminate Event in progress if, in the sole determination of the City's Rental Coordinator or other designated City official, one or more of the following conditions exist:

   1. The space is not usable due to circumstances beyond the control of the City, such as substantial damage to the space and/or building or equipment, or closing of the facility due to inclement weather;

   2. The number of guests exceeds the limit set forth in Rental Agreement;

   3. One or more of Group's guests behave in a manner consistent with intoxication, become belligerent towards guests and/or staff or representatives, or destroys or threatens to destroy the City's property.

   4. Event, Group or its guests are or will be in violation of laws or ordinances or is likely to cause damage to the building, its exhibits and/or animals, or to any individuals on the premises, whether they are the City's workers/representatives, third-party vendors, or Group's guests;

   5. The actual use of the space(s) by the Group fundamentally differs from the use defined in the Agreement;

   6. Group cannot or will not meet one or more of the obligations of the facility use as defined in the Agreement.

b. If the Facility cancels a reservation for reason (1), as described above, Group will receive notification in writing and a full refund paid to the Facility.

c. If the Facility cancels a reservation for reasons (2), (3), (4), (5), or (6), as described above, the Facility will not refund the Security Deposit or Rental Fee paid to the Facility.

d. In either case, the Facility accepts no responsibility or liability for any losses to Group, Group's Agent(s), or Group's guest(s) because of the cancellation.

Group Cancellation:

a. All cancellations requested by Group after the Facility has received a signed Agreement and Security Deposit must be made in writing.

b. If request for cancellation is received at least six months prior to Event Date, the Facility will refund all deposits paid to the Facility less a $500 cancellation fee.

c. If request for cancellation is received less than 6 months from Event Date, Group forfeits Reservation Deposit, Security Deposit, and Rental Fee.

Section Ten: Signatures

Signatures:

When signed by representatives of both parties, this Agreement, which includes the Policies and Procedures and any addendums, constitutes a binding agreement between The Facility and the Group. All prior agreements, verbal or written, are no longer effective once this Agreement is signed by the parties.

ADD GROUP NAME HERE	**City of Meridian, Mississippi**
Authorized Representative	Authorized Representative
Signature: _____	**Signature: _____**
Print Name: _____	**Print Name: _____**
Title: _____	**Title: _____**
Date: _____	**Date: _____**