

Lincoln Civic Center

RENTAL CONTRACT (Standard Commercial)

STATE OF MISSISSIPPI
COUNTY OF LINCOLN

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, _____ whose address is _____, and whose telephone is _____, desires to enter into a Rental Contract for certain facilities of the Lincoln Civic Center.

WHEREAS, the Lincoln Civic Center Commission, by and through its duly appointed Facility Manager desires to let a Rental Contract on certain facilities of the Lincoln Civic Center.

THEREFORE BE IT KNOWN that a Rental Contract (hereinafter referred to as "Contract"), for the hereinbelow identified Lincoln Civic Center facilities, is hereby entered into between the Lincoln Civic Center Commission (hereinafter referred to as "Lessor") and _____, (hereinafter referred to as "Lessee") in accord with the following terms, privileges, responsibilities, rights, duties, restrictions and subrogation, all of which are a material part of this Rental Contract, to-wit:

Standard Commercial:

Applies to:

- Commercial ventures including, but not limited to, registered horse/cattle shows or sales, concerts, rodeos, truck-pulls, etc.
- To any for-profit individual, organization, company, or entity that has ticket sales, gate admissions and/or have non-food (concession) products, good or services for sale.
- To any non-profit organizations that are NOT located in Lincoln County or the four neighboring counties of Pike, Franklin, Lawrence, and Copiah. Situs of each organization shall be determined by their address and/or primary funding source.

Covered Arena: (includes arena, restrooms, show office, showers, announcer's booth w/PA system & wash rack):

- Weekday rental @ \$600.00/day.
 Mon. Tue. Wed. Thur\$ _____
- Weekend single-day rental (Fri. or Sat. or Sun.)\$ 600.00
- Weekend multi-day rental:
 Fri. and Sat. @ \$500.00/day\$1,000.00
 Sat. and Sun. @ \$500.00/day\$1,000.00
 Fri. and Sat. and Sun. @ \$500.00/day\$1,500.00
- Special pen/panel setup requested, @ \$50.00 charge\$ 50.00
- Contract Date(s): _____ Event Description: _____

Stall Barn: (includes exhibit area of barn, restrooms, show office, showers & wash rack):

- Weekday rental @ \$200.00/day, () Mon. () Tue. () Wed. () Thur\$ _____
- Weekend single day rental (Fri. or Sat. or Sun.)\$350.00
- Weekend multi-day rental:
 Fri. and Sat. @ \$350.00 /day\$700.00
 Sat. and Sun. @ \$350.00 /day\$700.00
 Fri. and Sat. and Sun. @ \$350.00 /day\$1,050.00
- Special pen/panel setup requested, @ \$50.00 charge\$50.00 Contract
- Contract Date(s): _____ Event Description: _____

Stalls (wood shavings are required at the sole expense of the lessee):

- _____ stalls @ \$10.00/day each\$ _____
- Contract Date(s): _____ Event Description: _____

Multi-Purpose Building (includes hall room, restrooms, tables, chairs, stage & speaker's PA system):

- Weekday rental @ \$600.00/day, () Mon. () Tues. () Wed. () Thur\$ _____
- Weekend single-day rental (Fri. or Sat. or Sun.)\$ 600.00
- Weekend multi-day rental:
 Fri. and Sat. @ \$500.00/day\$1,000.00
 Sat. and Sun. @ \$500.00/day\$1,000.00
 Fri. and Sat. and Sun. @ \$500.00/day\$1,500.00
- Kitchen @ \$50.00/day\$ _____
- Contract Date(s): _____ Event Description: _____

Audio and Visual requirements:

Lessee is responsible for making sure prior to their event that their audio and visual needs have been communicated to lessor as describe below but not limited to:

Visual: Yes. No

- Screen resolution setting on lessees devices to be set at 1280 x 1024
- Proper adapters supplied or on hand
- Screen operation and input setting mastered.

Audio: Yes No

- Proper adapters supplied or on hand
- No music to be played other than background and/or support music
- Number and placement of microphones and respective stands

Recreational Vehicle (RV) Hookups (all RV hookups are First Come, First Serve, includes water, sewer, and electrical):

- _____ RV Hookups @ \$25.00/day each (Single Day)\$ _____
- _____ RV Hookups @ \$22.00/day each (Multiday)\$ _____
- Contract Date(s): _____ Event Description: _____

Entire Complex (includes covered arena, stall barn, multi-purpose building & kitchen):

- Weekday rental @ \$1,000.00/day.
 Mon. Tue. Wed. Thur\$ _____
- Weekend single-day rental (Fri. or Sat. or Sun.)\$ 1,000.00
- Weekend multi-day rental:
 Fri. and Sat. @ \$1,000.00/day 1st day + \$750.00 each consecutive day\$1,750.00
 Sat. and Sun. @ \$1,000.00/day 1st day + \$750.00 each consecutive day\$1,750.00
 Fri. and Sat. and Sun. \$1,000.00/day 1st day + \$750.00 each consecutive day\$2,500.00
- Special pen/panel setup requested, @ \$50.00 charge\$ 50.00
- Contract Date(s): _____ Event Description: _____

CONCESSIONS:

The Parties hereby agree that the Lessee has first-right-of-refusal option to operate a concession stand at the facility during the contract period. Should the Lessee elect to operate a concession stand, the parties hereby agree that ten percent (10%) of the gross concession sales shall be determined and the same shall be transferred to the Lessor as a concession fee. Should the Lessee elect to not operate a concession stand, the Lessor shall have the absolute right to elect to operate, or not to operate, a concession at the facility during the contract period. Further, should the Lessor elect thereby to operate a concession during the contract period, then all proceeds therefrom shall become the property of the Lessor.

CONTRACT RENTAL PERIODS AND POST-CONTRACT CLEANUP:

The Lessor and Lessee agree:

- All contract periods shall be on a calendar basis of 24 hours each, or multiples thereof based upon the number of days in the contract period. Accordingly, all contract periods shall begin at 7:00 o'clock a.m. on the first day of the calendar-day(s) contract period and ending at 7:00 o'clock a.m. on the day following the calendar-day(s) contract period.
- For all single-day contracts NO free post-contract cleanup period shall be allowed the Lessee. Any hold-over by the Lessee past 7:00 o'clock a.m. at the end of the contract period, for the purposes of clean up, shall trigger an additional contract charge to the Lessee at the following rate:
 - Under a single-day Standard Commercial Contract, as set out hereinabove, a hold-over charge of \$100.00 per hour, or any part of an hour thereof; and
 - Under a single-day Community Commercial Contract or a single-day Non-Commercial Contract, as set out hereinabove, a hold-over charge of \$50.00 per hour, or any part of an hour thereof.
- For all multi-day contracts a free post-contract cleanup period shall be allowed the Lessee prior to a post-cleanup contract charge being attached. The free post-contract cleanup period, and subsequent hold-over charge, if any, shall be as follows:
 - Under a multi-day Standard Commercial Contract, as set out hereinabove, a free post-contract cleanup period is allowed until 12:00 o'clock noon following the contract period. Any post-contract cleanup period utilized by the Lessee past 12:00 o'clock noon shall incur a hold-over charge at the rate of \$100.00 per hour, or any part of an hour thereof; and
 - Under a multi-day Community Commercial Contract or a multi-day Non-Commercial Contract, as set out hereinabove, a free post-contract cleanup period is allowed until 12:00 o'clock noon following the contract period. Any post-contract cleanup period utilized by the Lessee past 12:00 o'clock noon shall incur a hold-over charge at the rate of \$50.00 per hour, or any part of an hour thereof.

PROHIBITED ACTS, TAXES, DAMAGES AND SECURITY:

The Lessor and Lessee agree:

- That all facilities rented by the Lessee are designated to be Illegal Drugs Free, Smoke Free and Alcohol Free, and the Lessee agrees to abide by, be bound by, and to enforce this designation/restriction.
- That the Lessee must provide the Lessor with a properly signed release from the Mississippi State Tax Commission (of 1385 Johnny Johnson Drive, Brookhaven, MS 39601, telephone number 601-833-4761) prior to receiving possession of the keys to the rented facility. Failure to timely provide the stated release to the Lessor will act as a cancellation of the Contract with the penalties. (LCC _____) (Lessor _____)
- The parties agree that the Lessor reserves the right to provide, at the sole discretion of the Lessor and at the sole expense of the Lessee, security personnel at any function of the Lessee in order to protect the facility and for the protection of the participants and spectators of the event. The cost of the security provided shall be reasonable in relation to the event and shall be paid in advance by the Lessee as a deposit for the providing of said security.

PAYMENTS SCHEDULE AND CANCELLATION POLICY:

The Lessor and Lessee agree:

- All Rental Contracts must be signed and a **non-refundable deposit of fifty percent (50%) of the total rental fee** must be paid to the Lessor within seven (7) days of scheduling the event;
- To preserve/secure the contract, the remaining fifty percent (50%) of the total contract rental fee, if said total was not paid at the time of the initial scheduling of the event, must be paid to the Lessor no later than thirty (30) days prior to the first day of the contract period;
- A Key/Security/Housekeeping Deposit of \$200.00 is required when a Lessee picks up a key to the facility; The Facility Manager reserves the right to require the key deposit to be in U.S. Currency cash; The Key/Security/Housekeeping Deposit total will only be refunded when post-contract cleanup is complete; Should the Lessee not elect to conduct post-contract cleanup, the Key/Security/Housekeeping Deposit total shall become non-refundable. Payment for any and all damages during the rental contract will first be paid by retaining Lessee Key/Security/Housekeeping Deposit up to the full amount of said deposit at the sole discretion of the Lessor. The Lessee agrees to be responsible for any and all damages that may occur to the herein rented facilities during the tenure of this Contract; and further agrees to either repair the damages incurred at demand, or to reimburse the Lessor for the cost of the repair of the damages. (LCC _____) (Lessor _____)
- If the **total rental fee** has been paid at the time of the scheduling the event, or in accord with items 1 and 2 hereinabove as related to amounts and time, and the event is canceled at least thirty (30) days prior to the scheduled event, then the Lessor shall refund fifty percent (50%) of the total rental fee to the Lessee within thirty (30) working days of the notice of cancellation.
- The Lessee covenants and contracts to save and hold harmless the Lessor from any damages to the property during the Rental Contract period, normal wear and tear excepted, either by repairing the same at his sole expense or reimbursing the Lessor for the costs of said repairs.

LESSEE NON-PROFIT STATUS DETERMINATION:

The Parties agree that to qualify as a non-profit entity, the Organization(s) represented by the Lessee(s) must be registered with the State of Mississippi as a non-profit [501(3)(C)] to qualify as a non-profit entity, and is required to furnish the Lessor with proof of the same prior to entering the Rental Contract herein.

DETERMINATION OF CATEGORY RATES:

The parties agree that a commercial rate status of the Lessee, or non-commercial rate status of the Lessee, is determined by and at the sole discretion of the Lessor. By way of example, but not by limitation, the fees charged to participate and/or the number of potential participants in the venture events are examples of the facts or information that may be used to classify an entity's category status. The category status when determination by the Lessor is final and binding upon the parties.

MISCELLANEOUS:

- Condition of Facility.** It is the intent of the Lessor and Lessee that the facility is being rented "as is", in its present condition and state of repair and that the Lessee has made or caused to be made an inspection of the facility with the facility manager or other designated representative of the Lincoln Civic Center, and that they have listed on the back of this Rental Contract any irregularities and/or property/equipment that is damaged or in a state of ill repair, if any, and that all Parties have agreed to the same as evidenced by their initials thereunder.
- Warranties and Representations.** The Lessor hereby expressly disclaims and negates any representations or warranties of any kind, expressed or implied, relating to the fitness of the rental facility for a particular purpose, and especially for the purpose for which the Lessee is intending to utilize the facility. The Lessee hereby expressly acknowledges that the Lessor has not made any representations or warranties whatsoever concerning the facility or any matters pertaining to the facility and in entering into this Rental Contract, the Lessee is not relying on any such representations or warranties.
In the event of war, acts of God, other force majeure events, a State of Emergency declared by the Governor of Mississippi and/or a State of Emergency declared by the Lincoln County, Mississippi Board of Supervisors the parties hereby agree that the Lincoln Civic Center management has the absolute unilateral right to declare this contract cancelled, null and void for all purposes. The parties further agree that should the Lincoln Civic Center management declare this contract cancelled, null and void due to one of the said events enumerated, the Lincoln Civic Center shall immediately refund all monies deposited and/or rental monies paid by the renting party and these monies remitted shall constitute the total damages due. The parties hereby agree that the renting party has no other regress for damages that they might have incurred as a result of the contract cancellation. The parties further agree that this clause is a material part of this contract and will not be waived for contract purposes.
- Waiver of Liabilities.** The Lessee, for themselves and their heirs, hereby waives and releases Lessor from any and all contractual, statutory, common law, and/or other liabilities, obligations, claims or causes of action, known or unknown, that Lessee or their heirs may be entitled to assert against the Lessor arising in whole or in part of, or relating or connected in any way to, the condition of the facility including, but not limited to any such liabilities, obligations, claims or causes of action based in whole or in part upon any applicable federal, state or local environmental law, rule or regulation or the environmental condition of the property.
- Waiver of Jury Trial.** EXCEPT AS PROHIBITED BY LAW, EACH PARTY HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION (ACTION, PROCEEDING OR COUNTERCLAIM) DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS RENTAL CONTRACT, ANY DOCUMENT OR AGREEMENT ENTERED INTO IN CONNECTION HEREWITH AND ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY.
- Attorneys' Fees.** If either party hereto is required to retain an attorney to enforce any provision of this Rental Contract, whether or not a legal proceeding is commenced, the substantially prevailing party shall be entitled to reasonable attorney's fees regardless of whether at trial, on appeal, in any bankruptcy proceeding, or arbitration, or without resort to suit.
- Invalidity.** In the event any portion of this Rental Contract should be held to be invalid by any court of competent jurisdiction, such holding shall not affect the remaining provisions hereof unless the court's ruling includes a determination that the principal purpose and intent of this Rental Contract are thereby defeated.
- Legal Relationships.** The Parties to this Rental Contract execute the same solely as a Lessor and a Lessee. No partnership, joint venture or joint undertaking shall be construed from these presents, and except as herein specifically provided, neither party shall have the right to make any representation for, act on behalf of, or be liable for the debts of the other. All terms, covenants and conditions to be observed and performed by either of the parties hereto shall be joint and several if entered into by more than one person on behalf of such party, and a default by any one or more persons shall be deemed a default on the part of the party with whom said person or persons are identified. No third party is intended to be benefited by this Rental Contract.
- Assignment.** Lessor shall not have the right to assign its rights under this Rental Contract.
- Time.** Time is of the essence of this Rental Contract and whenever a date or time is set forth in this Rental Contract, the same has been entered into and formed a part of the consideration for this Rental Contract.
- Possession and Responsibility.** Possession of the facility, and responsibility for the facility, for the rental period shall be granted to the Lessee at the time the time of 7:00 o'clock a.m. on the first day of the rental period. Any earlier entry onto the rented facility for the purpose of decorating, event preparation, etc. shall be at the sole discretion of the Lessor.
- Counterparts.** This Rental Contract may be executed in counterparts, each of which shall be deemed to be an original instrument. All such counterparts together shall constitute a fully executed Rental Contract.
- Organization and Authority.** Lessor and Lessee represent and warrant to the other that each has the full right, power and authority to execute this Rental Contract and perform their respective obligations under this Rental Contract; and that the execution and delivery of this Rental Contract has been duly authorized, and no further action or approval is required to cause this Rental Contract to be valid, binding and enforceable against the respective party in accordance with its terms.
- Governing Law.** This Rental Contract shall be construed and enforced in accordance with the laws of the State of Mississippi.
- Liability.** The Lessee hereby contracts to save and hold harmless the Lessor from any damages, actionable at law or equity, including attorneys' fees, as a result of injuries sustained or damages incurred by any spectator, invitee, member, participant, or anyone else associated in any manner with the Lessee's events held during the contract period.

WARNING:

Under Mississippi law, an equine or livestock activity sponsor or an equine or livestock professional is not liable for an injury to or the death of a participant in equine activities or livestock shows resulting from the inherent risks of equine activities or livestock shows, pursuant to this Laws, 1994, ch. 443, § 4; Laws, 2003, ch. 451, § 4, eff from and after July 1, 2003.

The Lessor and Lessee each attest that they each have read, and understand, agree to, and agree to abide with, all and each of the terms and conditions set forth hereinabove in this Rental Contract.

WITNESS our signatures on the dates as setout hereinbelow:

LINCOLN CIVIC CENTER
 1096 Beltline Dr. NE
 Brookhaven, MS 39602
 Telephone Number: 601-823-9064
 www.lincolnciviccenter.com
 qjordan@co.lincoln.ms.us

BY: _____

Title: _____

Date of execution: _____

LESSEE, printed name: _____

BY: _____

Title: _____

Address: _____

Tel: _____

Date of execution: _____