

# **City of Pearl Community Center**

RENTAL POLICY & PROCEDURES, RENTAL RATES AND RENTAL CONTRACT

2420 Old Brandon Rd - Pearl, MS 39208 Phone: 601-932-2262

The Pearl Community Center ("PCC") has been constructed and maintained by the tax revenues of the taxpayers of the City of Pearl, MS, ("the City") and is intended for use by the citizens of the City. The following rules have been adopted for the purpose of placing reasonable restrictions on the use of the Facilities which will further this purpose. It is necessary that all persons using these facilities adhere to the following rules and regulations.

#### Facility Policies

To ensure the maximum and most efficient usage of the Facilities, the City has policies governing their uses. These policies shall be administered and enforced by the PCC.

- The Facilities will be made available for rental for events on a first come, first serve basis. However, the PCC reserves the right to cancel or reschedule any events to use the facility for events sponsored by the City on those dates deemed appropriate in carrying out its mandate. Renters will be contacted immediately by the PCC Director if the need arises.
- Pearl Civic Organizations/Clubs, Churches, Public Schools, Scout Groups and Non-profit organizations <u>composed</u> <u>primarily of citizens of the City of Pearl</u> may use the PCC for no fee, <u>provided they set-up and clean up the Facilities</u>. If needed, clean-up will be available for the Pearl Community Rooms & Kitchen for a charge of up to \$250. <u>Set-up and</u> <u>cleanup of the Rented Rooms will be the responsibility of the reservation applicant</u>.
- County, State or Federal governments will be able to reserve the Facilities at a rate to be determined, at the Mayor's discretion, provided it's during normal facility hours from 8:00 am to 5:00 pm.
- To be considered for the Non-Resident, Non-Profit rate, you must provide a copy of your 501(c) Non-profit status to the PCC Director.
- For-Profit Individuals or Groups requesting rental of the Facilities will pay the adjusted rate for rental of the Facilities.
- The person holding the reservation permit is solely responsible and answerable for damages and for any and all accidents or injuries to persons or property resulting from his/her actions to the Facilities or grounds and by renting one of the Facilities agrees to indemnify and hold the City of Pearl harmless from same.
- The only person allowed to modify the reservation is the person holding the rental contract. They are the responsible party and primary contact person. In the case that this person is not able to be present upon initial opening/closing of the building, they can designate any person(s), along with contact numbers, that they give permission to take responsibility of the reservation upon entering/leaving the building (Wedding coordinators, Event Planners, etc.)
- All materials and equipment shall be removed immediately upon completion of the use of the Facilities and the City will not be responsible for property left in the Facilities. <u>Any such property, which is not removed, shall be disposed of by the City as determined by the PCC Director.</u>

#### **Rental Procedures**

- <u>The Reservation Deposit must be paid in full to complete reservation online at {COMING SOON}</u>. The total rental fee <u>must be paid in full by 14 business days prior to event date</u>. The rental & reservation deposit fees may be paid online by credit/debit card. The reservation deposit is a portion of the total rental fee required to reserve the PCC rooms and is <u>non-refundable</u>, unless the cancellation falls within the Cancellation Policy Guidelines and/or approved by the PCC Director.
- <u>A credit card and a copy of your valid Driver's License will be REQUIRED</u>. The City of Pearl reserves the right to charge the credit card on file for damage, cleaning services, etc as described in this contract, if applicable. Renter will be contacted concerning any incidental charge, if applicable, within 3 business days following their event.
- Reservations may not be made more than 12 months in advance, without prior consent by the PCC Director.
- May arrive no earlier than thirty (30) minutes prior to rental time, unless otherwise scheduled ahead of time and approved by the PCC Director. Rental time must include all SET-UP, EVENT & CLEAN UP. *The facility must be vacated within the agreed rental time. Failure to do so could result in additional charges.*
- Doors will automatically UNLOCK 30 minutes prior to the agreed rental time. The doors will automatically LOCK and lights will automatically turn off 30 minutes after the agreed rental time has ended. This does not apply to the "ALL DAY" rentals, unless approved by the PCC Director. Any changes to the door/light schedule will need to be approved by the PCC Director 7 business days prior to the reservation date.
- NO ADDITIONAL TIME may be purchased at time of event. All additional hours must be purchased in advance, during regular business hours Monday-Friday 8:00 am to 5:00 pm (closed on State observed holidays).

• Reservations are <u>not</u> confirmed until a Signed Rental Agreement Confirmation is obtained and the Reservation Deposit has been paid in full. Credit card for incidentals will required to reserve a room. <u>Reservation Deposit is a</u> portion of the rental fee, not an additional charge. See "Cancellation Policy".

#### **Renter's Responsibilities**

Rental Agreement holder will be responsible and accountable for:

- Abiding by all policies and procedures of the PCC as directed by the instructions in the contents of this packet.
- Maintaining and cleaning the building and grounds following the event. It is the responsibility of the person(s) holding the reservation permit to comply with all of the policies and procedures.
- Failure to properly clean building and grounds, or failure to abide by policies and procedures established by the City, could result in a cleaning fee of up to \$250, charged to your credit card on file and/or denial of future use of the PCC.

#### Police Security

Additional charges for security may be required:

• The PCC Director reserves the right to require police security at ANY function deemed necessary at the expense of the person, group or organization using the PCC Facilities. There is a minimum requirement of two (2) Pearl Police officers (off-duty) per event with a minimum charge of \$25.00 per hour, per officer. The hiring of the off-duty Police Officers is the responsibility of the Renter named in the contract. This fee must be paid in full with cash by the reservation date. Any additional hours needed must be paid in full prior to the event start time.

#### Use of Premise Rules

- PCC Facility Hours of Operation: Monday Friday 8:00 am to 10:00 pm; Saturday & Sunday 8:00 am to 11:59 pm
- Nonexclusive Use: Rental includes only the room(s) rented, plus access to common facilities such as hallways and restrooms. Renter acknowledges that other renters may by using the PCC and will not, nor allow any person attending their event to, interfere with the right of use of the other Renter.
- Please note that with the rental of the Gold Room (Large room with stage) or Blue Room (Small room); access is limited to the main front entrances and one back entrance to the kitchen for caterers. All other entrances are EMPLOYEE ONLY access areas. Gold Room access is the main doors at the front of the building. Blue Room access is just behind the clock tower in front of the building.
- **Right of Entry by the City:** The City reserves the right of entry to any and all areas of the PCC by the PCC Director, agents, employees to insure compliance with this agreement and any laws, rules and regulations.
- **Right to Eject:** The City and/or Pearl Police Dept reserves the right to eject any objectionable or disruptive person(s) at the discretion of The City and/or PCC Director, should the need arise. The City, nor any of its officers, agents or employees shall be liable to Renter, or any associated person attending event, for any damages that may be sustained by Renter, or associated person(s), through the exercise by the City of such right.
- The City shall not be liable for any item(s) lost, damaged, destroyed or stolen which is brought onto or stored on the premises or used during the event.
- NO SMOKING OR USE OF TOBACCO in any form is allowed on City property.
- ALCOHOLIC BEVERAGES will be permitted. **Police Security will be** <u>required</u> at events for which alcohol will be served. The renter assumes sole responsibility for any and all damages incurred to the PCC property or any persons attending the event outlined in this agreement, including but not limited to cleaning of the facility at the end of the event.
- RENTER agrees to indemnify, defend and hold the City, its agents, officers, employees and contractors harmless from and against any and all costs, expenses or liability incurred as a result of any claim, suit lien, or other legal proceeding resulting from RENTER's use of the PCC Facility.
- NO ANIMALS of any kind are allowed on City property, except as provided by law.
- With the rental of the PCC Rooms, tables and chairs may be set up for you as a courtesy. **In order for us to do so, you must provide the PCC Director with a set up diagram at** <u>least two (2) weeks prior to your event.</u> PRIOR APPROVAL IS REQUIRED BY THE PCC DIRECTOR, TO BRING OUTSIDE TABLES AND CHAIRS.
- THE EVENT & ALL DECORATIONS MUST BE CONTAINED IN YOUR RENTED ROOM ONLY! NO DECORATIONS IN HALLWAY OR LOBBY/FOYER AREAS. Registration table ONLY may be used in Hallway at the entrance of your rented room only.
- <u>Materials such as nails, tacks, staples, glue, etc. may not be used to attach decorations to walls. Damage to walls will result in additional charges of up to \$250.</u>

- Fresh flowers, petals, bubbles and flameless candles (battery operated) are recommended for weddings. **NO birdseed**, **NO candles**, **NO sparklers NO rice is allowed! If confetti, glitter, bird seed**, **etc is used**, **renter is responsible for clean-up**. Failure to clean up may result in additional charges of up to \$250.
- <u>No property, furniture, equipment, sound equipment or any other item may be removed or moved including banners, plaques, etc. from the PCC Facilities. Removal of PCC Property will result in charges in an amount to be determined & could result in criminal charges.</u>
- All spills must be cleaned up immediately; any spills/messes left behind or causing stains/damage to the PCC facility will result in additional charges of up to \$250, at the renter's expense and/or denial of future use of the PCC Facilities.
- The rented facility must be completely cleaned and vacated within the agreed rental time or additional charges will apply. If renter has not vacated the premises at the end of the agreed rental time and the doors lock, the renter must wait until the next business day to retrieve any items left behind. It is the renter's responsibility to call and schedule a time with the PPC Director to pick up remaining items asap, or items will be discarded at PPC Director's discretion and additional cleaning/item removal fees may apply.

Failure to comply with all the terms of these regulations, or violations of any federal, state or municipal law, ordinance or regulation in conjunction with the use of the Facilities, will result in immediate cancellation of the privilege of using the Facilities and will be grounds for future denial of similar reservations.

#### **Cancellation Policy**

- CANCELLATION REQUEST <u>MUST</u> BE IN WRITING BY THE PERSON ON THE CONTRACT AND SENT TO THE PCC DIRECTOR.
- The City has agreed to commit the PCC room(s) as outlined in this agreement to the Renter. The City will hold this the designated room(s) reserved exclusively for the Renter during the times specified within this agreement. If the PCC room(s) are released or go unused by the Renter, and the City is unable to re-rent the room(s), the Renter will be responsible for any unpaid amount of the total expected rental fees for the reservation date in this agreement, and will forfeit any fees already paid to the City for the reservation date within this agreement.
- Cancellation of a reservation by the Renter must be done in writing and sent to the PCC Director. **The Reservation Deposit will be forfeited** unless the cancellation is done **14 business days prior to reservation date**, or otherwise due to a death, serious illness or other unforeseen hardship and is approved by the Mayor and Board of Alderman.
- In the event of a cancellation is not done prior to 14 business days of the reservation date, the Reservation Deposit and the rental fee will be forfeited unless the cancellation is due to a death, serious illness or other unforeseen hardship and is approved by the Mayor and Board of Alderman
- The City reserves the right to unilaterally cancel any event at any time for any reason when in the City's discretion the event will cause or create unreasonable disruption or otherwise cast the City in a negative light. For example, the Renter intends an event, which when considered as a whole, will be considered divisive or otherwise cause turmoil and unrest in the City.

# **PCC Rental** Fee Schedule

# **Pearl Community Center Hours of Operation:**

### Monday - Friday 8:00 am - 10:00 pm Saturday & Sunday 8:00 am - 11:59 pm

	<u>Gold Room (Large Room with stage)</u>	
	Occupancy 300 - 4340 sq. ft. OR 70 ft. x 62 ft.	
CITY OF PEARL RESIDENT	Resident and City Businesses - 4 hrs:	\$400
	Resident and City Businesses - 8 hrs:	\$500
	Resident and City Businesses - ALL DAY:	\$650
	Resident & City Businesses Reservation Deposit:	\$250
COUNTY STATE FEDERAL NON-PROFIT	County, State, Federal Gov Agencies & Non-Resident Non-Profit Organizations: <i>At the Mayor's/PCC Director's Discretion</i>	PCC Director Will Advise
NON- RESIDENT	Non-Resident & Non-City Businesses - 4 hrs:	\$600
	Non-Resident & Non-City Businesses - 8 hrs:	\$900
	Non-Resident & Non-City Businesses - ALL DAY:	\$1,200
	Non-Resident & Non-City Business Reservation Deposit:	\$400
	For PROFIT - 8 hrs:	\$1,200
FOR PROFIT	For PROFIT - ALL DAY:	\$1,500
	For PROFIT Reservation Deposit:	\$500

	<u>Blue Room (Small Room)</u>			
Occupancy 60 - 1161 sq. ft. OR 43 ft. x 27 ft.				
CITY OF PEARL RESIDENT	Resident and City Businesses - 4 hrs:	\$100		
	Resident and City Businesses - 8 hrs:	\$200		
	Resident and City Businesses - ALL DAY:	\$300		
	Resident & City Businesses Reservation Deposit:	\$150		
COUNTY STATE FEDERAL NON-PROFIT	County, State, Federal Government Agencies & Non-Resident Non-Profit Organizations: <i>At the Mayor's/PCC Director's Discretion</i>	PCC Director Will Advise		
NON- RESIDENT	Non-Resident & City Businesses - 4 hrs:	\$300		
	Non-Resident & City Businesses - 8 hrs:	\$400		
	Non-Resident & City Businesses - ALL DAY:	\$500		
	Non-Resident & City Business Reservation Deposit:	\$200		
	For PROFIT - 8 hrs:	\$500		
FOR PROFIT	For PROFIT - ALL DAY:	\$700		
	For PROFIT Reservation Deposit:	\$200		

TINED BY OPERATIONAL HOURS LISTED ABOVE AND WITHIN THE POLICY \*\*\* NOTE: Use of KITCHEN is an Additional Fee:

**<u>\$100</u>** per reservation/event Non-Residents & Non-City Businesses

<u>\$50</u> per reservation/event Residents & City Businesses. \*\*\*
\*\*\* NOTE: Additional cleaning charges, up to \$250, could result for failure to clean properly. \*\*\*

## City of Pearl Community Center Rental Agreement

I understand that confirmation and acceptance of the Application is subject to review by the PCC Director. I have read the Room Rental Policies and Procedures for the use of a room owned and/or operated by the City of Pearl and I will insure that I, or my organization if applicable, am in compliance with the outlined procedures. I and my organization releases, indemnifies and will hold harmless the City of Pearl, their officers, agents and employees, from any and all claims for injuries, damages, or loss which may arise or which may be alleged to have arisen out of or in connection with the scheduled event. I understand that I am responsible for all damages and cleanup resulting from this use of the facility.

Submitted by:		Date:	
Submitted Signature:			
Address:			
City:	State:	Zip:	
Phone Number:	Email Address:		
Requested PCC Room(s):			
Requested Reservation Date(s):		Times:	to
Description of Event:		Est #	of People:
Table/Chair Setup Request Details:			
Credit Card No:			Zip:
Name on Card:			
Driver's License No:	State:Exp	Date:	
For PCC Office Use Only: PCC Director Approval:			
Total Rental Fee:		<b>6</b>	
	Receipt/Confirmation#:		
-	Pagaint (Confirmat	ion#:	
Reservation Deposit Paid: Rental Fees Paid: PCC Director Notes:			