



CITY OF PEARL COMMUNITY CENTER

POLICY, REGULATIONS & RENTAL CONTRACT

2420 OLD BRANDON RD, PEARL MS 39208

601-932-2262 EXT 1100 – MON-FRI – 8 AM to 5 PM

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 Director and/or CITY of Pearl Authorized Personnel.

- The Facilities will be made available for rental for events on a first-come, first-served 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 composed primarily of citizens of the CITY of Pearl may use the PCC for no fee at the PCC Director and/or Mayor’s Discretion, provided they setup and cleanup the Facilities. If needed, clean-up will be available for the Pearl Community Rooms & Kitchen for a charge of up to \$250. Setup and cleanup of the Rented Rooms will be the responsibility of the reservation applicant.
- 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 is during normal facility hours (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, including but not limited to third-party rental items, such as inflatables, décor, etc. Any such property, which is not removed, shall be disposed of by the CITY as determined by the PCC Director.

RENTAL PROCEDURES

- The Reservation Deposit must be paid in full to confirm reservation date/time. The total rental fee must be paid in full by 14 business days prior to event date. *The reservation deposit is a portion of the total rental fee required to reserve the PCC rooms and is non-refundable, unless the cancellation falls within the Cancellation Policy Guidelines within this contract and/or is approved by the PCC Director.*



- **A Credit Card and a copy of the RENTER's valid Driver's License will be REQUIRED. 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 by PCC Director or Authorized Personnel.**
- Reservations may not be made more than 12 months in advance, without prior consent by the PCC Director.
- RENTER 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 SETUP, EVENT & CLEANUP. ***The facility must be vacated within the agreed rental time. Failure to do so may result in additional charges.***
- **Doors will automatically UNLOCK 30 minutes prior to the agreed rental time. The doors will automatically LOCK 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 schedule should be approved by the PCC Director seven business days prior to the reservation date.
- NO ADDITIONAL TIME may be purchased at the time of the 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 **not** 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. **NO DEBIT OR PREPAID CARDS WILL BE ACCEPTED ON CONTRACT FOR INCIDENTALS.** *Reservation Deposit is a portion of the rental fee, not an additional charge. See "Cancellation Policy".*

RENTER'S RESPONSIBILITIES

RENTER/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 the credit card on file and/or denial of future use of the PCC.**

RENTER'S CLEANUP REPSONIBILITIES ARE DEFINED AS FOLLOWS:

- The removal of all trash from rented room and bags taken to the dumpster located behind the Community Center building
- Sweep up all food, trash, etc from floors in rented room; as well as kitchen if used
- Kitchen: Wipe down all surfaces, remove any debris from sinks & wash out, remove all trash, serving items, foods
- Clean up any and all spills in any area of building made by a member of your event
- Bathrooms should be left in good condition – sweep up any paper products/feminine products left behind by persons at your event, bag and dispose of bathroom trash in dumpsters located behind PCC building
- Tables and Chairs may be left in rented room. RENTER must place tables/chairs used in hallway for event registration/etc inside the rented room at the end of the event. Tables/Chairs must be wiped down removing any food, spills, paper products, etc
- RENTER is responsible for cleanup of all debris/trash left behind by persons in attendance, inside and outside of the facility, including grass areas and parking lot.

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.



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 \$30.00 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.

In the event of an emergency, call 911.

USE OF PREMISE RULES

PCC Facility Hours of Operation:

Sunday – Thursday 8:00 am to 10:00 pm; Friday - Saturday 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 be using the PCC and will not, nor allow any person attending their event, to interfere with the right of use of the other RENTER. This also includes not removing/changing the other RENTERS table or chair setup in their reserved room.
- 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. **A minimum of two Pearl Police Officers (at \$30 per hour) will be required at events for which alcohol will be served, at RENTERS expense. The officers are required from the time the alcohol is brought on the PCC grounds/facility, until the event is over and every person has vacated the building.** The RENTER assumes sole responsibility for any and all damages incurred to the PCC property/facility (including video/audio/technical equipment within the facility) 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 and/or all Video/Audio/Tech Equipment within the facility.
- **NO ANIMALS** of any kind are allowed on CITY property, except as provided by law.
- Included 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 least 7 business days prior to your event. PRIOR APPROVAL IS REQUIRED BY THE PCC DIRECTOR, TO BRING OUTSIDE TABLES AND/OR CHAIRS.**



- THE EVENT & ALL DECORATIONS MUST BE CONTAINED WITHIN 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.
- ALL rental items from a third-party rental company/person(s) obtained by the RENTER, MUST be removed from the PCC facility by the end of the event. It is the sole responsibility of the RENTER to return the third-party rental company/person(s) rented item(s) OR ensure that the third-party rental company/person(s) retrieves the item(s) rented for the event, no later than 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 the RENTER's failure to return items rented from a third party for utilization at their event.
- 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.
- Fresh flowers, petals, bubbles and flameless candles (battery operated) are recommended for weddings. **NO birdseed, NO candles, NO fire/flames, NO sparklers NO rice, NO glitter is allowed! If confetti, glitter, etc is used, RENTER is responsible for cleanup (inside and outside facility).** Failure to clean up may result in additional charges of up to \$250.
- 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.
- 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 PCC 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.
- **Facility ICE Machines are not to be used as coolers. Ice MUST be scooped into a secondary container for ALL events, using the provided ice scoop.** DO NOT use hands, cups, etc to scoop ice into drinks directly from the Ice Machine. RENTER is subject to additional charges of up to \$250, should the CITY be required to drain, disinfect and refill ice machines due to failure to comply with this policy.

CANCELLATION POLICY

- **CANCELLATION REQUEST MUST BE MADE IN WRITING TO THE PCC DIRECTOR, BY THE PERSON LISTED ON THE CONTRACT.**
- The CITY has agreed to commit the PCC room(s) as outlined in this agreement to the RENTER. The CITY will hold 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** (a portion of the total Rental Fee used to reserve the room) **will be forfeited** unless the cancellation is done in writing **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.
- 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

Gold Room (Large Room with stage)		
Max Occupancy: 300 Room Size: 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
	Video Board Usage Fee: <u>\$150/Event</u> - IT Staff Fee: <u>\$100-4 hrs; \$150-8 hrs; \$200-All Day</u>	
COUNTY STATE FEDERAL NON-PROFIT	County, State, Federal Gov Agencies & Non-Resident Non-Profit Organizations: <i>At the PCC Director's Discretion</i>	PCC Director Will Advise
	Video Board Usage Fee: <i>At the Mayor/PCC/ IT Director's Discretion</i>	
NON-RESIDENT	Non-Resident & Non-CITY Businesses - 4 hrs:	\$1,200
	Non-Resident & Non-CITY Businesses - 8 hrs:	\$1,600
	Non-Resident & Non-CITY Businesses - ALL DAY:	\$2,000
	Non-Resident & Non-CITY Business Reservation Deposit:	\$400
	Video Board Usage Fee: <u>\$200/Event</u> IT Staff Fee: <u>\$150-4 hrs; \$200-8 hrs; \$250-All Day</u>	
FOR PROFIT	For PROFIT - 8 hrs:	\$2,000
	For PROFIT - ALL DAY:	\$2,500
	For PROFIT Reservation Deposit:	\$500
	Video Board Usage Fee: <u>\$300/Event</u> IT Staff Fee: <u>\$250-4 hrs; \$300-8 hrs; \$350-All Day</u>	

Blue Room (Small Room)		
Max Occupancy: 60 Room Size: 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
	Video Conference Equip Usage Fee: <u>\$50</u> - IT Staff Fee: <u>\$100-4 hrs; \$150-8hrs; \$200-All Day</u>	
COUNTY STATE FEDERAL NON-PROFIT	Non-Resident Non-Profit Organizations: <i>At the Mayor's/PCC Director's Discretion</i>	PCC Director Will Advise
	Video Conference Equipment Usage Fee: <i>At the Mayor/PCC/ IT Director's Discretion</i>	
NON-RESIDENT	Non-Resident & CITY Businesses - 4 hrs:	\$600
	Non-Resident & CITY Businesses - 8 hrs:	\$700
	Non-Resident & CITY Businesses - ALL DAY:	\$800
	Non-Resident & CITY Business Reservation Deposit:	\$300
	Video Conference Equip Usage Fee: <u>\$100</u> - IT Staff Fee: <u>\$100-4 hrs; \$150-8hrs; \$200-All Day</u>	
FOR PROFIT	For PROFIT - 8 hrs:	\$900
	For PROFIT - ALL DAY:	\$1,200
	For PROFIT Reservation Deposit:	\$500
	Video Conference Equip Usage Fee: <u>\$125</u> - IT Staff Fee: <u>\$100-4 hrs; \$150-8hrs; \$200-All Day</u>	

***Reservation Deposit is a portion of the Rental Fee to Confirm the booking & is non-refundable, unless within the Cancellation Policy Guidelines & approved. ***



ADDITIONAL RENTAL/FEE INFORMATION:

PCC Facility Hours of Operation:

Sunday – Thursday 8:00 a.m. - 10:00 p.m.

Friday - Saturday 8:00 a.m. - 11:59 p.m.

KITCHEN RENTAL:

Use of Kitchen is an additional fee

\$50/Event – Residents & CITY Businesses

\$100/Event – NON-Residents & CITY Businesses

\$150/Event – For PROFIT Events

PCC POLICY FOR:

**VIDEO BOARD, SOUND EQUIPMENT, MICROPHONES, PROJECTOR SCREEN & ALL OTHER
TECHNICAL EQUIPMENT/ACCESSORIES (Located in the **GOLD** Room) &
VIDEO CONFERENCE EQUIPMENT (Located in the **BLUE** Room)**

- Usage Fees **MUST** be paid before RENTER will be allowed to utilize any video/audio equipment within the facility. IT Staff fee should be paid, in cash, directly to the IT Staff upon arrival.
(Fees listed on **PCC FEE SCHEDULE** – page 5 of this contract)
- RENTER **MUST** specify their video/audio/technical needs on the contract for accommodations to be made. Any and all changes to the video/audio/technical needs should be made to PCC Director no later than 7 business days prior to the event date.
- If RENTER fails to note their technical needs on the contract or in writing to the PCC Director at least 7 business days prior to the event date, video/audio/technical needs will not be accommodated. NO exceptions will be made to this policy.
- **IT Staff is On-Call for Technical issues of CITY Owned Equipment ONLY. On-Call No. 601-932-3530**
Charges may apply to RENTER (minimum of 4 hr fee), if IT Staff reports to location to find it is NOT an issue with CITY Owned Equipment.
- RENTER is responsible for the video/audio/technical equipment for the duration of their event. RENTER is responsible for ensuring that the video/audio/technical equipment is not damaged, lost or stolen for the duration of their event. Damage/Loss to any of the video/audio/technical equipment, resulting in the CITY's loss of use will result in additional charges to the RENTER for repair and/or replacement of damaged/lost/stolen equipment and/or denial of future use of the PCC Facilities.
- **Doors will automatically UNLOCK 30 minutes prior to the rental start time listed on the contract. The doors will automatically LOCK 30 minutes after the rental time has ended. This does not apply to the "ALL DAY" rentals, unless approved by the PCC Director.** Any changes to the door schedule will need to be approved by the PCC Director 7 business days prior to the reservation date. No Exceptions.



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: _____ St: _____ Zip: _____

Phone Number: _____ Email Address: _____

Requested PCC Room(s): _____ Description of Event: _____

Requested Reservation Date(s): _____ Times: _____ to _____ Est # of People: _____

Table/Chair Setup Details: _____

Video/Audio/Tech Requests: _____

Credit Card & Valid Driver's License Required to Reserve Community Room(s):

Name on Card: _____

Credit Card No: _____ Expiration Date: _____ Zip: _____

Driver's License No: _____ State: _____ Expiration Date: _____

For PCC Office Use Only:

PCC Director Approval: _____ Date: _____ Total Rental Fee: _____

Reservation Deposit Paid: _____ Receipt/Confirmation#: _____

Rental Fees Paid: _____ Receipt/Confirmation#: _____

PCC Director Notes: _____

After Hours On-Call Phone Number 601-932-3530 for Technical Support of CITY Owned Equipment ONLY!