

Rankin County Multipurpose Pavilion
649 Marquette Road
Brandon, MS 39042
pavillion@rankincounty.org

This contract entered into on this the ____ day of _____, 20__ between Rankin County as owner of the Multipurpose Pavilion, and _____ hereinafter referenced as "User".

DESCRIPTION:

Purpose for which the Rankin County Multipurpose Pavilion is to be used:

Contact information of the User:

- A. Name of organization _____
- B. Contact person _____
- C. Mailing address _____
- D. Physical address _____
- E. Phone number _____
- F. Alternant number _____
- G. E mail address _____
- H. Tax ID or S.S. number _____
- I. Starting date and time of event _____
- J. Ending date and estimated time _____
- K. Amount of time needed for event set up _____

TERMS AND CONDITIONS FOR MULTIPURPOSE PAVILION

BUILDING AND GROUNDS:

Rental fee \$750.00: Rental fee includes access to two arenas, bleachers and announcer's booth between the hours of 7:00 am and midnight and the use of lights, PA system, tractor, water truck, fuel, fans and/or heaters for up to 10 hours during this period. An additional hourly usage fee of \$75.00 per hour will be charged for use over 10 hours. Rent ends at midnight. Any event that lasts past midnight will be charged \$100.00 per hour rent between midnight and 7:00 am.

Rental fee, NON-PROFIT ORGANIZATIONS, \$500.00: listed with the Mississippi Secretary of State as a non-profit, in good standing and **with the physical mailing address within Rankin County, MS.** Rent includes access to two arenas, bleachers and announcer's booth between the hours of 7:00 am and midnight and the use of lights, PA system, tractor, water truck, fuel, fans and/or heaters for up to 10 hours during this period. An additional hourly usage fee of \$50.00 per hour will be charged for usage over 10 hours. Rent ends at midnight. Any event that lasts past midnight will be charged \$100.00 per hour rent between midnight and 7:00 am. The renter must submit a certificate from the Mississippi Secretary of State and/or IRS form 990 for the preceding year showing the physical mailing address within Rankin County, MS. User will be charged full price unless proper forms are submitted with this contract.

RENT WAIVER: Any User that rents 100 or more stalls per day shall not be charged rent for that day 7:00 am-midnight. The additional hourly usage fee will still be charged for use over 10 hours plus \$100.00 per hour rent after midnight, if applicable.

DEPOSIT

A cleaning/security deposit in the amount of \$250.00 per day must be submitted with this contract. Contracts will not be accepted without proper deposit. Deposit to be returned if pavilion is restored to original condition.

PAYMENT FOR DAMAGES

User agrees to pay actual costs of repair (or replacement if needed) for any damages which may have occurred during the use of the Rankin County Multipurpose Pavilion. Any portion of the deposit may be held as part or all of the payment for damages. Any amounts in excess of the deposit will be billed to the User.

NON-ASSIGNMENT

User will not transfer or sub-let this contract without written approval of the Rankin County Board of Supervisors.

INSURANCE

User shall provide, not less than 14 days, prior to the event a certificate of general liability insurance issued by a company authorized to do business in the State of Mississippi. Liability insurance shall have limits at least in the following amounts:

- A. 1,000,000.00 for all claims arising out of a single accident or occurrence
- B. \$300,000 for claims on any one person arising out of a single accident
- C. \$100,000 for property damage; the term of such coverage to coincide with the dates of this agreement including setup and cleanup
- D. \$10,000 medical payments

Certificates of Insurance listing Rankin County named as additional insured in said policy of liability insurance.

If liability insurance certificate is not received a minimum of 14 days prior to the start of an event, the event will be cancelled and deposit will be forfeited.

EVENT SET UP

- A. The promotor may request additional set up time. The promotor may be granted up to 8 hours of additional set up time the day prior to the event between the hours of 3:00 pm and 11:00 pm at no extra charge provided the set up does not require any extra lighting or equipment other than the pavilion's night lights. Set up which requires more hours, other times, lights or equipment will require an additional day rental.
- B. Any special set up provided by the Rankin County Multipurpose Pavilion will be charged to the User at a rate of \$20.00 per man hour with a maximum charge of \$200.00 per event.
- C. The dirt may be packed at the User's request. The User will be billed a packing and unpacking fee of \$1,000.00 for the main arena and \$500.00 for the warm up arena. The dirt will not be packed until the day prior to the first rental day and payment must be received before the dirt will be packed.

HORSE STALLS AND SHAVINGS

Horse stalls are available for rent at the daily rate listed on Exhibit "A." Shavings are available for purchase in accordance with the rate listed on Exhibit "A.". **All shavings must be purchased from the Rankin County Multipurpose Pavilion and no outside**

shavings may be used in the stalls. For events, check in time is 3:00 pm or later the day prior to an event and check out is immediately after the event. Non-event rental check in time is 3:00pm or later and check out time is 11:00 am. Anyone using a stall prior to check in time or after check out time will be charged an extra day rent. Using a stall for any length of time whether for animal, supplies or any other reason shall constitute a day's rent.

RECREATIONAL VEHICLES/HORSE TRAILER

The fee for recreational vehicle and horse trailer parking in parking lot A is the per day fee reflected on Exhibit "A," whether hooked up to electricity or not. Check in time is 3:00 pm and check out time is 11:00 am. Parking spots numbered 1 – 20 will not be rented until all other locations in parking lot A have been filled. Recreational vehicles and horse trailer may park in the gravel parking lots at no charge.

VENDORS

Vendor space is \$50.00 per day per 100 square feet plus \$20.00 electric plug in fee for trailer vendors. Vendors with special services such as, but not limited to, veterinarians, ferries and chiropractors will be charged \$100.00 per day. The Rankin County Multipurpose Pavilion will assign all vendor locations, not the User. No vendors are permitted in parking lot A. No food vendors are allowed without written consent of the Rankin County Multipurpose Pavilion. If consent is granted, each food vendor will be charged \$20.00 per day electrical usage plus any sells losses which may occur to the Rankin County Multipurpose Pavilion concession stand. Vendors are responsible for paying any sales taxes.

RULES AND POLICIES

The promotor is responsible for overseeing that all rules and policies of the Rankin County Multipurpose Pavilion are followed including, but not limited to, fire codes; handicap parking, loading and unloading zones and parking. Failure by the User to enforce rules and policies may result in forfeiture of deposit, loss of future use of the facility and/or immediate cancelation of event. Alcohol may not be sold or consumed on Rankin County property. The User is responsible for furnishing all help such as parking attendants, traffic control and property clean up. The User is responsible to return the property in the same condition as on their arrival with all garbage placed in a garbage can or dumpster. Failure to return the property in the same condition will result in forfeiture of deposit and the User will be charged at a rate of \$20.00 per man hour for any cleaning required more than the deposit amount.

RANKIN COUNTY PERSONNEL

The Rankin County Multipurpose Pavilion will have one person on duty during the usage period of all rentals. Any extra personnel or security requested by the User will be charged to the User at a rate of \$20.00 per man hour.

MAIL OR DELIVER TO:

**Rankin County Board of Supervisors
% Maria Blankenship
211 East Government Street Suite A
Brandon, MS 39042
601-825-1475**

Signed contract and security deposit in the proper amount must be received within 14 days or the dates will be reopened for rent.

Rent, liability insurance certificate, and dirt packing/unpacking fee (if applicable) are due a minimum of 14 days prior to the first day of the rental. Failure to provide any item listed will result in deposit forfeiture and cancelation of the event. Failure to provide a non-profit listing in good standing from the Mississippi Secretary of State will result in full price. All fees for stalls, electric hookups, vendors, excess usage, and rent after midnight, extra county personnel and county set up are due immediately at the end of the event. All checks and money orders must be made payable to Rankin County.

DISCRETIONARY AUTHORITY VESTED IN COUNTY ADMINISTRATOR

The County Administrator for Rankin County is vested with the discretionary authority to adjust or amend this policy from time to time to accommodate special considerations for use of the facility. The discretion of the County Administrator with respect to special considerations is final.

USERS AFFILIATED DIRECTLY WITH DIXIE NATIONAL RODEO

Rankin County enjoys a special relationship with vendors under direct contract with the Dixie National Rodeo and providing services to the Dixie National Rodeo during its event at the Mississippi Fairgrounds each year. Users seeking to utilize the Rankin County Multi-Purpose Pavilion in conjunction with their contractual obligations to the Dixie National Rodeo may qualify for special pricing. Before executing this contract, Users meeting these criteria must call Rankin County at the number listed above and determine whether they qualify for Dixie National Rodeo classification.

CANCELLATION

Rankin County reserves the right to cancel any event for any reason or no reason. In the event of such cancellation, the County will notify the User as soon as possible. Events cancelled by Rankin County shall be entitled to a refund of rental fees and deposit, but Rankin County shall be responsible for no further alleged damages or compensation as a result of cancellation. The County has the discretion to deny rental and/or prohibit future rental.

I agree to all terms of this contract:

_____ Date _____
User of Facility

_____ Date _____
Rankin County Representative

Revised May 2017