Pass Christian DeLisle / Marsha Barbour Community Center

BUILDING THE B.E.S.T. COMMUNITY INC.

WAIVER & RELEASE FOR USE OF THE PASS CHRISTIAN DELISLE / MARSHA BARBOUR COMMUNITY CENTER and BUILDING THE B.E.S.T. COMMUNITY, INC.
THIS WAIVER MUST BE SIGNED BY ALL PERSONS PRIOR TO USING THE CENTER

I hereby request permission to use the Pass Christian DeLisle Community Center "the Center." I understand that my presence in the Center and my use of the equipment and/or pool is at my own risk.

I understand that the use of the Center may involve great risk to persons with physical disabilities and certain medical conditions. I have no such physical disabilities and suffer from no medical conditions which would put me at such risk by using the Center. Further, I have not been instructed by a physician not to utilize the equipment and/or pool nor to participate in any activities of the type offered by the Center.

I assume full responsibility for any injuries or damages which may occur to me or to my minor children at such Center or by reason of the use of the equipment and/or pool. I understand that no persons under the age of 16 shall enter the pool without the supervision of an adult (18+), except for during designated Life Guard times that are posted.

I assume full responsibility for any loss of or damage to my personal property which may occur in the facility.

I have been informed and acknowledge that the Pass Christian DeLisle / Marsha Barbour Community Center and Building the B.E.S.T. Community, Inc. will not provide any supervision at or in connection with the facility. I agree to use the equipment and/or pool in the facility understanding no such supervision.

This waiver shall include any and all claims, demands, damages, causes of action, present or future, whether known or unknown, resulting from my use of the facility or its equipment.

I have read and understand the above waiver. I acknowledge receipt of the rules and I agree to abide by them:

_____
Signature of Center User(s) (Date)

_____ (Please Print Name)

_____
Parent or Guardian if Under 18 (Date)

_____ (Please Print Name)

Pass Christian Delisle / Marsha Barbour Community Center
BUILDING THE B.E.S.T. COMMUNITY, INC.

RENTAL AGREEMENT

RENTAL FEE
Cash, Check or Money Order made payable to Building the B.E.S.T. Community, Inc. are acceptable forms of payment. Checks returned from the bank for insufficient funds or failure to remit the rental fee may result in termination of your rental privileges and additional fees.

RENTAL DAY
Requests to open the Community Center before 5:00 p.m. preceding your rental day will result in being charged for 2 full rental days or an hourly rate of $25 per hour if after 5:00 p.m. The Caretaker will open the building by 8:00 a.m. on the rental day and close the building at 11:59 p.m. the rental day. For set up on previous day, and for rental day, the Center will be closed at 11:59 p.m. For pool events, the Caretaker will open the pool immediately prior to the event.

USE
Renter agrees to use the Community Center only for lawful and non-disturbing activities. In the event the Center deems any activity to be disturbing or unlawful, the Center reserves the right to terminate this Rental Agreement and have Renter removed from the premises. Renter shall not use the Center for any dangerous or illegal activities, or conduct any dangerous or illegal activities on the premises.

The Renter will complete a Center Rental Application Form to confirm each date space / pool is needed. A deposit of $100 (based upon space needed) is required to reserve the facility. Your date will not be placed on the calendar until this fee is paid. This fee is considered the deposit. There is also a $50 reservation fee, and this must also be paid to reserve the date. The signed agreement(s) must be returned at the time of the deposit / reservation. The remaining rental fees must be paid within fourteen days (14) days or two weeks of the event to hold the reservation. Full refunds will be made for cancellations made at least three (3) weeks prior to the event, but the $100 deposit shall be retained. The $100 deposit fee is non-refundable in the event of cancellation inside of the 3-week event window. The agent and Center representative will go over a check list prior to rental and following the event they will walk through the check list again to ensure that the facility and equipment are clean and undamaged and nothing is missing. No smoking is allowed in this facility. Smoking is allowed in the parking lot near the dumpster only. The renter is responsible for cleaning / picking up cigarette butts and miscellaneous trash from the grounds as a result of usage. The $50 reservation fee will be returned if the Center is left in the manner in which it was upon rental to include all floors swept and mopped, all tables and chairs placed in the proper place, and all trash emptied in the proper place, etc…

LIABILITY
The renter agrees to assume all liability for losses, expenses, damages, demands or claims in connection with or arising out of, any injury or damage sustained or alleged to have been sustained, by any person, corporation, firm or company, or any damage or alleged damage to property in connection with the occupancy, maintenance, or use of all or any part of said premises by the agent, officers or employees of the organization or individual leasing this facility. Renter shall indemnify and hold harmless the Center, including the Center, it agents, employees and volunteers from any and all such losses, expenses, damages, demands, and claims; shall defend any suits or actions brought against any of them, based on any such alleged injury or damage; and shall pay all damages, costs, and demand, including attorney fees in connection therewith, or resulting there from.

SUPPLIES & EQUIPMENT
Chairs & Tables – Chairs and tables are to remain inside the Building at all times.
Paper Supplies – All supplies of the Center are the property of the Center and are not to be removed from the premises other than for ordinary use.

Kitchen Equipment – Renters may use all items in the kitchen, when applicable. Please clean and return to original location of all items used. All equipment must be turned off. Children under 18 years of age must be supervised while in all areas of the facility.
If the Renter uses the kitchen facilities, the kitchen area is to be left in the condition it was found prior to rental. This means cleaning and wiping out the sink, fixtures and refrigerator. Failure to clean up the kitchen will be charged back at $30 per hour.

Swim Equipment – Renters will place all equipment in its appropriate location after use.

NO DECORATIONS ARE TO BE HUNG FORM THE WALLS, CEILINGS, LIGHTS OR FIXTURES AT ANY TIME.

Folding Chairs and tables are to be restacked on table and chair carts. PLEASE DO NOT SLIDE TABLES OR CHAIRS ACROSS THE FLOOR. THIS SCRATCHES FLOOR AND WILL RESULT IN ASSESSED DAMAGES.

CLEAN UP

ALL GARBAGE MUST BE REMOVED WHEN YOU LEAVE. ALL FLOORS MUST BE SWEPT. CLEAN UP ALL SPILLS IMMEDIATELY. ALL TABLES AND CHAIRS ARE TO BE PLACED IN THEIR ORIGINAL PLACES BEFORE YOU LEAVE. THE GROUNDS / PARKING AREA (BOTH PROPERTIES) OF THE CENTER MUST BE KEPT CLEAN AND NO PARKING ON THE GRASS. FAILURE TO CLEAN UP THE CENTER AND RESTROOMS WILL BE CHARGED BACK AT $30 PER HOUR.

MISSING OR LOST ITEMS

Pass Christian Delisle / Marsha Barbour Community Center and/or Building the B.E.S.T. Community, Inc. shall conduct a final inspection of the Center upon completion of your rental day(s). It will be the Renter's responsibility to replace or repair any damaged or missing items (or pay the cost of replacement or repair) immediately upon notification from the Center. If inspection reveals no damages or items lost, the deposit may be returned to Renter either by mail or receipt in person.

UNDERSTANDING

The Renter understands that the reservation of a rental day(s) does not guarantee availability of the Center. Occurrences beyond the control of the Center, such as fire, flood, etc., may happen to render the Center unavailable. If the Center is unavailable on the reserved rental day for any reason, including the misrepresentation of the Renter's use of the facility, the Center will return fee paid by the Renter. Except for return of the rental fee, the Renter agrees to hold harmless and indemnify the Center and its representatives from and against any and all damages, claims, demands, judgments, expenses, (including but not limited to attorney's fees) and injuries arising from or in any way related to Renter's reservation and/or use of the Center. The Renter is responsible for any and all damage or use of private property by any guest, including children.

This Rental Agreement is not assignable by the Renter. If the Renter is an organization other than a natural person, the undersigned acknowledges that he/she is authorized to sign this Rental Agreement on behalf of the Renter.

As the renter, I attest to the following:

I expect my party to have a total number of _____ people in attendance. If this changes, I will notify the Center representative.

We will / will not have alcohol on the premises. I understand that if alcohol is present, a Security Guard will be required and this will result in additional fees assessed to me. (Please circle which applies.)

I nor any of my guests will be authorized to sell any food items or other goods during the rental.

I will not remove or use any Center items, i.e., kitchen supplies, decoration from its designated place without permission of the Center representative.

I understand that if any of the outside area is used, i.e. lawn, gazebo, that I must clean the area and leave it as it was found.

I have received a checklist of cleaning protocol, and I understand that I am to leave the Center in the condition that it was prior to my use. Failure to do so will result in loss of the $150 cleaning fee.

I have read the above Rental Agreement and understand my responsibilities as a Renter and I agree to the terms and conditions outlined the Pass Christian Delisle / Marsha Barbour Community Center and/or Building the B.E.S.T. Community, Inc. Rental Agreement.

_____/_____/_____

Today's Date

_____/_____/_____

Rental Date

Set Up Time : _____

Event Time: _____

Email address: _____

_____

Renter - Signature

_____

Renter – Printed Name

_____

Renter – Phone Number

_____

Physical Address:

_____

City / State / Zip: