

# Town of Braxton

## Community Center Rental Application

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Today's Date: \_\_\_\_\_

Rental Date: \_\_\_\_\_

Name of Person/Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ **Pick a 4 Digit Door Code:** \_\_\_\_\_

Nature of Meeting/ Program: \_\_\_\_\_

The sum of \$100 is hereby paid for RENT, plus a DEPOSIT of \$100.00. These amounts should be paid in cash or two checks. The \$100.00 Deposit is refundable only if the conditions listed below are met.

Town sponsored programs will be first priority in the use of the Community Center. The use of the building will be made available to all groups on a first come, first serve basis subject to the following requirements and **will not be considered reserved until a deposit has been received and application completed.**

**Any cancelations that fall 3 days before the date of the rental agreement will result in a \$50.00 fee or loss of deposit.**

### **ROOM SET-UP**

1. The number in attendance at any meeting must NOT exceed the seating capacity of the meeting room. (100 persons)
2. Set-up for the meeting room (tables, chairs, etc) is the responsibility of the group reserving the building. The users are responsible for arranging the room for their meeting and leaving the room in the same condition as they found it. **\*no tables and chairs outside\***

### **CONDITIONS:**

1. Use of the facility will be NON\_PROFIT (No admission can be charged to attend)
2. Facility will be cleaned the same day of use. **Renter will be given a checklist to follow.**
3. Building will be inspected on the next working day to determine deposit refund.
4. Renters will leave the facility NO LATER than 11:00pm.
5. **NO SMOKING or ALCOHOLIC BEVERAGES ALLOWED.**
6. The use of thumbtacks, tape, nails or any decoration attached to the walls, ceilings, lights or floors is forbidden.
7. Publicity must neither state nor imply that the Town of Braxton is either sponsoring or endorsing a program.

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8. The person on this application will be considered the official contact person of the group and be responsible for the group's compliance with the Community Center Rules and protection of the property.
9. This person will assure that the building is left in good order.
10. Users will be financially responsible for any damages to the room and the contents. Any charges incurred will be billed to the contact person.
11. Any group with persons mainly under the age of 18 years of age, MUST have adult supervision at all times during the use of the building.
12. The fact that a group is permitted to meet in the Community Center in no way constitutes an endorsement of that group's objectives or beliefs. When use of the building is questionable, the final authority on use will be the Town of Braxton.
13. **Renters will use the 4 digit code to enter the building. The code will be active the day of the rental until 11pm.**
14. The Braxton Mayor and Board of Aldermen reserve the right to refuse rental of the Braxton Community Center.

I \_\_\_\_\_ (print) agree to the above conditions of this agreement and understand that I will be the group's contact person as well the person who will be held responsible for any violations of this rental contract.

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Signature

\$ 100.00 Deposit Paid: \_\_\_\_\_ Cash \_\_\_\_\_ Check # \_\_\_\_\_

Received by:

\$100.00 Rental Paid: \_\_\_\_\_ Cash \_\_\_\_\_ Check# \_\_\_\_\_

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### **RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT**

By signing below, I hereby acknowledge and agree to the following:

1. I have read, understand and agree to be bound by this Agreement.
2. I understand that the Town of Braxton, Mississippi, a municipality incorporated under the laws of Mississippi, is the owner of the building located at 128 W. Main Street, Braxton, Mississippi for the use as a Community Center (the "Community Center"). I further understand that the Town of Braxton is making the Community Center available to the public for rental, subject to an approved Rental Application and the Rental Guidelines, which I have read and agree to comply. I have observed the Community Center, its facilities and surrounding areas (the Premises) and I know and understand the risks and dangers involved in the rental of the Community Center and activities related to the rental. I further understand that unanticipated and unexpected dangers may arise during the rental of the Community Center, and, in consideration of being permitted to enter the Premises and to rent and use the Community Center, I agree to assume all risks relating to personal injury or property loss or damage that may be sustained in connection with the rental of the Community Center and activities related thereto.
3. In further consideration of being permitted to enter the Premises and rental and use of the Community Center, I hereby, for myself, my heirs, administrators, and assigns, agree to release, discharge and indemnify the Town of Braxton, its contractors, operators, and sponsors of the Premises, and their respective agents, officers, and officials, of and from all claims, demands, actions and cause of action of any sort relating to personal injury or property loss or damage sustained directly or indirectly from participation in the rental of the Community Center and related activities. This release is intended to constitute a waiver of any claims pursuant to the Mississippi Tort Claims Act as set forth in Chapter 46, Title 11, Mississippi Code 1972, as amended. I acknowledge that I assume all risks for my child(ren) and other persons on the Premises who are under my care, custody, or control, and who are under the age of eighteen (18). This agreement covers all activities related to the rental of the Community Center conducted on the Premises.
4. **BY SIGNING BELOW I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND, AND AGREE TO BE BOUND BY THE FOREGOING RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT.**

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

## **Customer Copy**

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. Wifi: Braxton CC Welcome22

**\*\*\*\*DO NOT PLACE ANY TRASH IN CANS WITHOUT A TRASH BAG\*\*\*\***

**ONLY TWO TRASH BAGS WILL BE SUPPLIED  
OTHERS NEEDED SHALL BE SUPPLIED BY THE RENTER  
CLEAN UP CHECKLIST IS ON THE REFRIDGERATOR**

**Community Center Address: 219 West Main, Braxton, MS 39044**

**Problems, please call 601-942-2975 or 601-591-3940**