

Supervisor **BEVERLY MARTIN** moved the adoption of the following Order:

ORDER APPROVING THE USE OF THE D'IBERVILLE CIVIC CENTER BY THE D'IBERVILLE BUSINESS CLUB

WHEREAS, the D'Iberville Business Club has requested that Harrison County assist said organization by waiving the rental fees required to host a fund raising event on September 9, 2017, at the D'Iberville Civic Center. A copy of said Request is attached hereto as Exhibit "A"; and

WHEREAS, the Board finds that such waiver will be helpful toward advancing the "moral, financial and other interests" of the County; and

WHEREAS, the Board finds that such waiver will provide Harrison County an avenue by which it can favorably advertise the opportunities, possibilities and resources that exist within Harrison County as provided by Miss. Code Ann. § 17-3-1 (1972), as amended.

NOW, THEREFORE, BE IT ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, AS FOLLOWS:

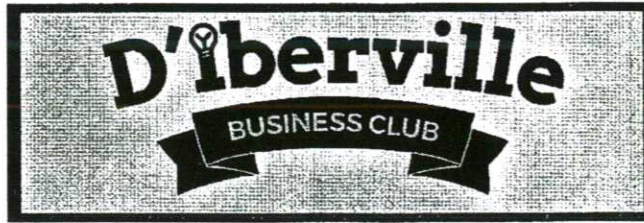
SECTION I. The findings, conclusions and statements of fact contained in the foregoing preamble are hereby adopted, ratified and incorporated herein.

SECTION II. Pursuant to the provisions of Miss. Code Ann. § 17-3-1 (1972), as amended, the Board hereby approves the waiver of rental fees for the use of the D'Iberville Civic Center by the D'Iberville Business Club to host a fund raising event on September 9, 2017.

Supervisor **CONNIE M. ROCKCO** seconded the motion to adopt the above and foregoing Order whereupon the question was put to a vote with the following results:

Supervisor BEVERLY MARTIN	voted	AYE
Supervisor ANGEL KIBLER-MIDDLETON	voted	AYE
Supervisor MARLIN R. LADNER	voted	AYE
Supervisor KENT JONES	voted	(ABSENT & EXCUSED)
Supervisor CONNIE M. ROCKCO	voted	AYE

The majority of the members present having voted in the affirmative, the motion was declared carried, and the Order adopted on this the 7th day of August, 2017.



July 20, 2017

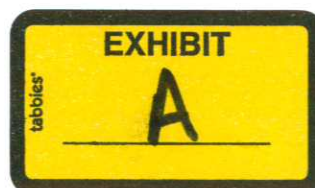
Harrison County Board of Supervisors
730 Dr. Martin Luther King Jr. Blvd
Biloxi, MS 39530

Dear Supervisors,

This letter is to request the use of the D'Iberville Civic Center on the 9th of September 2017, for a fund-raising event. Due to the D'Iberville Business Club being a non-profit entity, our mission is to reinvest all monies collected and put them back into the community via scholarships and other charitable donations, and we ask that all rental fees be waived so we may continue our mission. It's great to live in a community that so freely gives back. Thank you so much for your time and consideration.

Sincerely,

A handwritten signature in black ink that reads "Judge Albert Fontaine". The signature is written in a cursive style with a large, prominent initial 'J'.



Facility: Diberville Civic Center
Date of Event: Sept 9, 17
Lessee: Alberta Bowman
Address: 11059 Old Highway Rd Apt 721
Dibon 39518
Phone: 6681 671-0604
Email: _____

STATE OF MISSISSIPPI

COUNTY OF HARRISON.

RENTAL AGREEMENT FOR THE USE OF A HARRISON COUNTY FACILITY

THIS LEASE AGREEMENT, is made and entered into on this the 18 day of July, 2017, by and between HARRISON COUNTY, MISSISSIPPI, by and through its Board of Supervisors, 1801 23RD Avenue, Gulfport, Mississippi 39501, (hereinafter, the "County" or "Lessor") and Diberville Business Club Drawdown Fundraiser, (hereinafter, "Lessee").

WITNESSETH:

The parties hereto, for and in consideration of the mutual covenants and conditions hereinafter set forth, together with those previously agreed to terms and conditions specified in the Policies and Procedures for Rentals of Harrison County Facilities, attached hereto as Exhibit "A" and incorporated herein by reference, (collectively, the "Lease Agreement"), do hereby agree to the lease of real property and fixtures located at 10395 Automobile Pkwy, Diberville, Mississippi 39540 (hereinafter, the "Leased Premises"), for a period of time commencing at 7:00 a.m. on the 9 day of Sept, 2017, and terminating at 12:00 a.m. on the 10th day of Sept 17, (hereinafter, the "Rental Period").

1. SCOPE. It is agreed that the purpose of this Lease is to allow Lessee to use the Leased Premises for: Drawdown-fundraiser

Said use shall be exclusive to Lessee, its employees, agents, assigns, members and invitees for the Rental Period. Third party use of the Leased Premises is prohibited without the prior written permission of Lessor. Said permission shall not be unreasonably withheld. Any unspecified use of the Leased Premises by Lessee shall result in the immediate termination of this Lease Agreement and Lessee shall vacate the premises immediately.

2. **RESPONSIBILITY FOR OPERATIONS.** It is expressly understood and agreed that the County shall have no obligation or responsibility for Lessee's operations at the Leased Premises.

3. **RENT.** As consideration for this Lease, Lessee agrees to pay Lessor \$ 500⁰⁰. *so requesting said to be waived*
rental payment is due in full no later than thirty (30) days prior to the commencement of the Rental Period.

4. **DEPOSITS.** Lessee shall be responsible for deposits in the following amounts:

a. Scheduling. *\$ 250⁰⁰*
(due when booking event)

b. Clean Up. *\$ 250⁰⁰*
(due within 30 calendar days of the event)

c. Access. *\$ 500⁰⁰ requesting Access fee to be waived*
(due within 30 calendar days of the event)

Refund(s) due shall be issued to Lessee within sixty (60) days after the conclusion of an event.

5. **PROTECTION OF THE LEASED PREMISES.** In addition to the provisions of Exhibit "A", Paragraphs 21 and 27, Lessee agrees to notify the Lessor immediately of any damage to the Leased Premises. Lessee shall be liable for any damages that may be caused to the Leased Premises by activities of Lessee, its employees, agents, assigns, members or invitees under this Lease Agreement.

Lessee shall not deposit, or cause to be deposited, any refuse, waste or substances regulated under local, state or federal environmental or health laws on the Leased Premises nor shall Lessee make any such deposits on or damage any property adjacent to the Leased Premises. Disposition of refuse and waste shall be consistent with local, state and federal environmental or health laws and regulations.

6. **INDEMNITY AND HOLD HARMLESS.** As part of the consideration for leasing the Facility, Lessee, its heirs, agents, employees, executors, successors and assigns, agrees to hold and save harmless, protect and indemnify Harrison County, its officials, agents, servants and employees from and against any and all liability, loss, damage, claim, suit or action at law or equity, judgment, penalty (civil or criminal) and costs, including attorneys' fees, which may arise or grow out of any injury or death of persons or loss or damage to property connected with Lessee's exercise of any right granted or conferred hereby, or Lessee's use, maintenance, operation or condition of the Leased Premises, or the activities thereon conducted by Lessee, whether sustained by Lessee, its respective agents or employees, or by any other persons, groups or corporations which seek to hold the County liable.

7. **QUIET AND PEACEFUL POSSESSION.** Lessee shall have quiet and peaceful possession of the Leased Premises so long as Lessee is in compliance with the terms and provisions of this Lease Agreement.

8. **DEFAULT.** Lessee agrees that in the event a default or breach of this Lease Agreement occurs, then and in that event, Lessee shall become a tenant at sufferance, waiving all rights of notice, and Lessor shall be entitled to immediate possession of the Leased premises.

9. **CANCELLATION.** Cancellation of the Lease Agreement shall be allowed without penalty provided said cancellation is provided to Lessor in writing no less than fourteen (14) days prior to the commencement of the Rental Period. The penalty for failure to cancel the Lease Agreement pursuant to this Section 9 shall result in Lessee's forfeiture of Deposits identified in Exhibit "A", Paragraph 4.

10. **INSURANCE.** For all events open to the general public, Lessee shall secure and maintain throughout the term of this Lease Agreement a general liability insurance policy providing coverage, not less than \$250,000.00 for each occurrence, against accidents, death or bodily injury or loss or damage occurring on or in connection to the Leased Premises, or arising out of or associated with any

activity of Lessee on the Leased Premises. Said policy shall name Harrison County as an additional insured. Failure to provide proof of insurance prior to the commencement term may result in termination of the Lease by the County.

11. **TRANSFERABILITY OF LEASE.** Lessee shall not sublease, assign or transfer its interest in the Leased Premises without the prior written consent of the County.

12. **ATTORNEYS' FEES AND EXPENSES.** In the event of default, Lessee shall be obligated to pay reasonable attorneys' fees and expenses incurred by Lessor in enforcing its rights under this Lease Agreement.

13. **AUTHORITY.** The person signing this Lease Agreement personally warrants his/her authority to bind themselves or the company on whose behalf he/she signs the same and personally guarantees Lessee's performance of this Lease Agreement.

14. **ENTIRE AGREEMENT.** This Lease Agreement and Exhibit "A" constitutes the entire agreement of the parties and shall not be conditioned, modified or supplemented except by a subsequent written agreement signed by and delivered by all parties. If any provisions of this Lease are found by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remainder of this Lease will not be affected, and in lieu of each provision which is found to be illegal, invalid or unenforceable, there will be added as a part of this Lease a provision as similar to such provision as may be possible and legal, valid and enforceable.

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15. GOVERNING AUTHORITY. This Lease Agreement and any amendments thereto shall be construed and interpreted pursuant to Mississippi law.

LESSEE

J. Albert Fontaine

LESSOR

HARRISON COUNTY, MISSISSIPPI

By: _____

✓ Date: 7-21-17

By: *Karen Adams*

Date: 7-21-17

D'Iberville Civic Center
 10395 Auto Mall Parkway
 D'Iberville, MS 39532
 Phone: (228) 392-3313
 FAX: --
 Email: kadams@co.harrison.ms.us

Receipt
#1000043.006
 Jul 21, 2017 1:54 PM



ALBERT FOUNTAIN
 11059 LAMEY BRIDGE RD
 APT 721
 DIBERVILLE, MS 39540

Prepared By: Karen Adams
 Customer ID: 395

Home phone: (228) 697-0604, Work phone: --

Payment Summary

Credit Card: \$557.80 Visa xxx9208, Auth# 406410

Total Received: \$557.80 **Total Payments: \$557.80**

Transactions

Customer	Description	Item	Unit	Qty	Fee	Charge
Albert Fountain 11059 Lamey Bridge Rd Apt 721 Diberville, MS 39540 Home phone: (228) 697-0604 Email: -- ID: 395	Fee Surcharge Action: Transaction Fee	Fee Surcharge				\$57.80
Albert Fountain 11059 Lamey Bridge Rd Apt 721 Diberville, MS 39540 Home phone: (228) 697-0604 Email: -- ID: 395	Created Permits #917 Action: Permit Permit # 917					
Albert Fountain 11059 Lamey Bridge Rd Apt 721 Diberville, MS 39540 Home phone: (228) 697-0604 Email: -- ID: 395	Albert Fountain - Diber business Club fund raiser #917 Action: Paid on Account Balance ¹ Location: D'Iberville Civic Center at D'Iberville Civic Ctr Permit # 917	Cleaning Deposit	Each			\$250.00
Albert Fountain 11059 Lamey Bridge Rd Apt 721 Diberville, MS 39540 Home phone: (228) 697-0604 Email: -- ID: 395	Albert Fountain - Diber business Club fund raiser #917	Rental Deposit	Each			\$250.00

Rd
Apt 721
Diberville, MS 39540
Home phone: (228)
697-0604
Email: --
ID: 395

Action: Paid on Account Balance ¹
Location: D'Iberville Civic Center at
D'Iberville Civic Ctr
Permit # 917

Total Charges \$557.80
Total Payments \$557.80
Balance \$0

 ¹ Payment Schedule for Original Balance of \$500.00

Due Date	Amount Due	Amount Paid	Withdrawal Adjustment	Balance
Aug 10, 2017	\$500.00	\$0	\$0	\$500.00
Current Balance				\$500.00
Due Now				\$0

Permit Contract

D'Iberville Civic Center
 10395 Auto Mall Parkway
 D'Iberville, MS 39532
 Phone: (228) 392-3313
 FAX: --
 Email: kadams@co.harrison.ms.us

Permit #917, Approved

Jul 21, 2017 1:54 PM



Albert Fountain
 11059 Lamey Bridge Rd
 Apt 721
 D'Iberville, MS 39540
 Email:

Customer Type: General Public
 Prepared By: Karen Adams

Customer ID: 395
 Home: (228) 697-0604

Charges	Taxes	Discounts	Total Charges	Deposits	Deposit Taxes	Total Payments	Refunds	Balance
\$500.00	\$0	\$0	\$500.00	\$500.00	\$0	(\$500.00)	\$0	\$500.00

RESERVATIONS

Event	Resource	Center	Notes																																				
Albert Fountain - Diber business Club fund raiser Type: Party Attend/Qty: 250	D'Iberville Civic Center	D'Iberville Civic Center 10395 Auto Mall Parkway D'Iberville, MS 39532 (228) 392-3313	--																																				
<table border="1"> <thead> <tr> <th colspan="2">Days Requested</th> <th>Event Begins</th> <th>Duration</th> <th colspan="2">Event Ends</th> </tr> <tr> <th>Day</th> <th>Date</th> <th></th> <th></th> <th>Date</th> <th>Time</th> </tr> </thead> <tbody> <tr> <td>Saturday</td> <td>Sep 9, 2017</td> <td>7:00 AM</td> <td>17 hours</td> <td>Sep 10, 2017</td> <td>12:00 AM</td> </tr> <tr> <td colspan="4">Summary</td> <td colspan="2">Notes</td> </tr> <tr> <td colspan="4">Total Number of Dates: 1</td> <td colspan="2">--</td> </tr> <tr> <td colspan="4">Total Time: 17 hours</td> <td colspan="2"></td> </tr> </tbody> </table>				Days Requested		Event Begins	Duration	Event Ends		Day	Date			Date	Time	Saturday	Sep 9, 2017	7:00 AM	17 hours	Sep 10, 2017	12:00 AM	Summary				Notes		Total Number of Dates: 1				--		Total Time: 17 hours					
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CHARGES

Description	Event / Resource	Unit Fee	Units	Tax	Charge
Rental Fee - Daily	Albert Fountain - Diber business Club fund raiser #917 D'Iberville Civic Center	\$500.00	1.00	--	\$500.00

DEPOSITS

Deposit Charge	Event / Resource	Charge	Tax	Amount paid	Refunds	Balance
Cleaning Deposit	Albert Fountain - Diber business Club fund raiser #917 D'Iberville Civic Center	\$250.00	\$0	\$250.00	\$0	\$0
Rental Deposit	Albert Fountain - Diber business Club fund raiser #917 D'Iberville Civic Center	\$250.00	\$0	\$250.00	\$0	\$0

Payments and Refunds

Receipt #	Date	Charge Description	Resource Event	Payment
1000043.006	Jul 21, 2017	Cleaning Deposit	D'Iberville Civic Center Albert Fountain - Diber business Club fund raiser #917	\$250.00
1000043.006	Jul 21, 2017	Rental Deposit	D'Iberville Civic Center Albert Fountain - Diber business Club fund raiser #917	\$250.00

CUSTOM QUESTIONS

Question	Answer
How many tables will you need at your event?	25
Are you charging admission to your event?	Yes
Will you be cleaning the facility?	No
Do you require access to the PA system?	No
Will you need security at your event?	Yes
Do you plan on serving alcohol at your event?	Yes
How many vendors will be attending your event?	0

I, the Applicant herein, acknowledge receipt of the foregoing Policies and Procedures for rental of a Harrison County facility and hereby agree to comply with the terms and conditions stated herein during the Rental Period.

✓ Albert J. Foman
Signature

Applicant

By: _____

Its: _____

✓ Date: 7-21-17