

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

**ORDER APPROVING THE USE OF THE GOOD DEEDS COMMUNITY CENTER BY THE TOP TEN SOCIAL CLUB**

**WHEREAS**, the Top ten Social Club has requested that Harrison County assist said organization by waiving the rental fees required to host its annual Scholarship Banquet on August 19, 2017, at the Good Deeds Community 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 Good Deeds Community Center by the Top ten Social Club to host its annual Scholarship Banquet on August 19, 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 7<sup>th</sup> day of August 2017.

Top ten Social Club  
Gulfport, MS

July 7, 2017

Supervisor Kent Jones

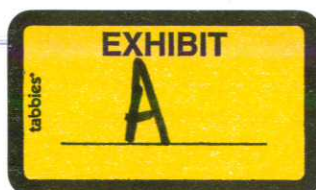
Dear Sir,

Top ten Social Club is a non profit organization 501c3 640796579. Our organization gives a scholarship to one High School Senior attending the 5 coastal county schools. We also sponsor a senior to attend their prom. In order for us to accomplish these events, we would like to use the Good Deeds Community center August 19, 2017. We request the Good Deeds to have our annual Scholarship Banquet and presentation of scholarship.

Thank you

Please contact Tony Coleman for any questions (228) 669-9998

Tony Coleman  
President



Permit Contract

**Isiah Fredericks Community Center**  
 3312 Martin Luther King Jr. Blvd  
 Gulfport, MS 39501  
 Phone: (228) 865-4204  
 FAX: --  
 Email: dwilliams@co.harrison.ms.us

**Permit #437, Approved**  
 Sep 26, 2016 3:04 PM



Michelle Keys  
 159 Walnut Ct  
 Gulfport, MS 39501  
 Email:

Customer Type: General Public  
 Prepared By: Dianne Williams

Customer ID: 135  
 Work: (228) 343-4891 Home: (228) 343-4891

Charges	Taxes	Discounts	Total Charges	Deposits	Deposit Taxes	Total Payments	Refunds	Balance
\$250.00	\$0	\$0	\$250.00	\$250.00	\$0	(\$250.00)	\$0	\$250.00

RESERVATIONS

Event	Resource	Center	Notes
Top Ten 10th anniversary /schaolarship Type: Party Attend/Qty: 200	Good Deeds Auditorium	Good Deeds Community Center -- 15101 Madison Street Gulfport, MS 39501 (228) 865-4204	
Days Requested	Event Begins	Duration	Event Ends
Day Date			
Saturday Aug 19, 2017	9:00 AM	15 hours	Aug 20, 2017 at 12:00 AM
Summary			Notes
Total Number of Dates: 1			--
Total Time: 15 hours			

CHARGES

Description	Event / Resource	Unit Fee	Units	Tax	Charge
Rental Fee - Daily	Top Ten 10th anniversary /schaolarship #437 Good Deeds Auditorium	\$250.00	1.00	--	\$250.00

DEPOSITS

Deposit Charge	Event / Resource	Charge	Tax	Amount paid	Refunds	Balance
Cleaning Deposit	Top Ten 10th anniversary /schaolarship #437 Good Deeds Auditorium	\$125.00	\$0	\$125.00	\$0	\$0
Rental Deposit	Top Ten 10th anniversary /schaolarship #437 Good Deeds Auditorium	\$125.00	\$0	\$125.00	\$0	\$0

▼ Payments and Refunds

Receipt #	Date	Charge Description	Resource Event	Payment
1000024.003	Sep 26, 2016	Cleaning Deposit	Good Deeds Auditorium Top Ten 10th anniversary /schaolarship #437	\$125.00
1000024.003	Sep 26, 2016	Rental Deposit	Good Deeds Auditorium Top Ten 10th anniversary /schaolarship #437	\$125.00

▼ CUSTOM QUESTIONS

Question	Answer
How many tables will you need at your event?	25
Are you charging admission to your event?	No
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

**Isiah Fredericks Community Center**  
 3312 Martin Luther King Jr. Blvd  
 Gulfport, MS 39501  
 Phone: (228) 865-4204  
 FAX: --  
 Email: dwilliams@co.harrison.ms.us

**Receipt**  
**#1000024.003**  
 Sep 26, 2016 3:04 PM



MICHELLE KEYS  
 159 WALNUT CT  
 GULFPORT, MS 39501

Prepared By: Dianne Williams  
 Customer ID: 135

Home phone: (228) 343-4891, Work phone: (228) 343-4891

**Payment Summary**

Credit Card: \$277.50 Visa xxx3004, Auth# 041493

**Total Received:** \$277.50

**Total Payments:** \$277.50

**Transactions**

Customer	Description	Item	Unit	Qty	Fee	Charge
Michelle Keys 159 Walnut Ct Gulfport, MS 39501 Home phone: (228) 343-4891 Email: -- ID: 135	Fee Surcharge	Fee				\$27.50
	<b>Action:</b> Transaction Fee	Surcharge				
Michelle Keys 159 Walnut Ct Gulfport, MS 39501 Home phone: (228) 343-4891 Email: -- ID: 135	Created Permits #437					
	<b>Action:</b> Permit Permit # 437					
Michelle Keys 159 Walnut Ct Gulfport, MS 39501 Home phone: (228) 343-4891 Email: -- ID: 135	Top Ten 10th anniversary /schaolarship #437	Rental	Each			\$125.00
	<b>Action:</b> Paid on Account Balance <sup>1</sup> Location: Good Deeds Auditorium at Good Deeds Cmty Ctr Permit # 437	Deposit				
Michelle Keys 159 Walnut Ct Gulfport, MS 39501 Home phone: (228) 343-4891 Email: -- ID: 135	Top Ten 10th anniversary /schaolarship #437	Cleaning	Each			\$125.00
	<b>Action:</b> Paid on Account Balance <sup>1</sup> Location: Good Deeds Auditorium at Good Deeds Cmty Ctr Permit # 437	Deposit				

**Total Charges** \$277.50  
**Total Payments** \$277.50  
**Balance** \$0

▼ <sup>1</sup> **Payment Schedule for Original Balance of \$250.00**

<b>Due Date</b>	<b>Amount Due</b>	<b>Amount Paid</b>	<b>Withdrawal Adjustment</b>	<b>Balance</b>
Jul 20, 2017	\$250.00	\$0	\$0	\$250.00
<b>Current Balance</b>				\$250.00
<b>Due Now</b>				\$0

Facility: Good Deeds Community Center  
Date of Event:  
Lessee:  
Address:  
Phone:  
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 26 day of Sept.  
2016 by and between HARRISON COUNTY, MISSISSIPPI, by and through its Board of Supervisors, 1801  
23<sup>RD</sup> Avenue, Gulfport, Mississippi 39501, (hereinafter, the "County" or "Lessor") and

Michelle Keys, (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 15101 Madison Street, Gulfport, Mississippi 39501, (hereinafter, the "Leased Premises"), for a period of time commencing at 9:00 a.m. on the 19 day of Aug.  
2017, and terminating at 12:00 a.m. on the 19 day of Aug., (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: Scholarship party 8 hours



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 \$250.00 Said 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. <u>Scheduling.</u><br><i>(due when booking event)</i>                 | <b>\$125.00</b> |
| b. <u>Clean Up.</u><br><i>(due within 30 calendar days of the event)</i> | <b>\$125.00</b> |
| c. <u>Access.</u><br><i>(due within 30 calendar days of the event)</i>   | <b>\$250.00</b> |

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.

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]**

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

LESSEE

Michelle Keyes  
*Top Ten*

By: Michelle Keyes

Date: 9/26/16

LESSOR

HARRISON COUNTY, MISSISSIPPI

By: [Signature]

Date: 26 Sept 2016

**POLICIES AND PROCEDURES FOR RENTALS OF  
HARRISON COUNTY FACILITIES**

The following are the general policies and procedures governing the use of Harrison County's Facilities. Recognizing it is impossible to foresee the needs of each and every kind of event, Harrison County reserves the right to make additions and/or amend these general policies and procedures:

1. <sup>1.</sup> Good Deeds **Reserving Facilities.** Applicants may view the availability of any County facility at @ Good Deeds. Applicants shall reserve a facility by meeting with an authorized County Representative at the following locations:

i. District 1:

D'Iberville Work Center  
10085 Doris Deno Avenue  
D'Iberville, Mississippi 39540  
(228) 392-3313

ii. District 2:

Lyman Work Center  
15001 County Farm Road  
Gulfport, Mississippi 39503  
(228) 832-4636

iii. District 3:

Long Beach Work Center  
605 North Seal Avenue  
Long Beach, Mississippi 39560  
(228) 864-4606

iv. District 4:

Gulfport Courthouse (District 4 Supervisor's Office)  
1801 23<sup>rd</sup> Avenue  
Gulfport, Mississippi 39501  
(228) 865-4204

v. District 5:

Woolmarket Work Center  
16395 Old Woolmarket Road  
Biloxi, Mississippi 39532  
(228) 392-5410

Reservations must be made at the District office in which the County property being rented is physically located.

**2. Facilities Available for Rental.**

a. Extra Large Facilities.

- (i) Saucier-Lizana Shelter (District 5).

b. Large Facilities.

- (i) D'Iberville Civic Center (District 1); and
- (ii) Woolmarket Community Center (District 5).

b. Medium Facilities.

- (i) County Farm Road Shelter (District 2);
- (ii) D'Iberville Senior Center (District 1);
- (iii) Good Deeds Community Center (District 4);
- (iv) West Harrison Civic Center (District 3); and
- (v) Isiah Fredericks Community Center (District 4).

c. Small Facilities.

- (i) Success Community Center (District 5).

d. Other Facilities.

- (i) Long Beach Pavilion (District 3).

**3. Rentals.**

The following rental amounts shall apply per day:

a.	Extra Large Facility	\$800.00
a.	Large Facility	\$500.00
b.	Medium Facility	\$250.00
c.	Small Facility	\$100.00
d.	Long Beach Pavilion	\$ 50.00
e.	Meeting Rooms	\$ 50.00

Rental is due in full no later than thirty (30) calendar days prior to a scheduled event.

Rental is refundable if cancellation occurs no less than fourteen (14) calendar days prior to a scheduled event.

Rental fees may only be amended/alterd upon entry of an Order of the Harrison County Board of Supervisors.

*\*Harrison County reserves the right to either: (i) amend all rental fees listed herein; or (ii) require a separate lease agreement in instances where the Lessee proposes to charge an admission fee or otherwise generate a profit through vendor sales during the Rental Period, ("For Profit Leases"). All For Profit Leases shall be evaluated on a case by case basis.*

**4. Deposits.**

The following deposits shall be required:

a.	<u>Scheduling.</u>	Extra Large Facility	\$400.00
		Large Facility	\$250.00
		Medium Facility	\$125.00
		Small Facility	\$ 50.00
		Pavilion	\$ 25.00
		Meeting Rooms	\$ 25.00
		Equipment (P.A., Projector, etc.)	\$ 50.00

A Scheduling Deposit is due when booking an event.

The amount due for a Scheduling Deposit can only be amended/alterd upon entry of an Order of the Harrison County Board of Supervisors.

*\*Harrison County reserves the right to amend any scheduling fee listed herein in instances of For Profit Leases.*

b.	<u>Clean Up.</u>	Extra Large Facility	\$400.00
		Large Facility	\$250.00
		Medium Facility	\$125.00
		Small Facility	\$ 50.00
		Meeting Rooms	\$ 25.00
		Pavilion	\$ 25.00

A clean up deposit is due in full no later than thirty (30) calendar days prior to a scheduled event. A clean up deposit is refundable provided the facility is properly cleaned and left in the same condition as received by the Lessee upon inspection by the Facility Director at the conclusion of the Rental Period. A Clean Up Checklist shall be provided by the Facility Director to the Lessee upon commencement of the Rental Period. The amount of any refund shall be at the recommendation of the Facility Director. Lessee may elect to forfeit a clean up deposit and allow the County to perform clean up of the facility at the conclusion of the Rental Period. Any refund due shall be issued to Lessee within sixty (60) days after the conclusion of an event.

*\*Harrison County reserves the right to amend any clean up fees listed herein in instances of For Profit Leases.*

**5. Rental Periods.**

The Rental Period for any one (1) calendar day shall be from 7:00 a.m. until 12:00 a.m. Rental Periods can only be amended/alterd upon entry of an Order of the Harrison County Board of Supervisors.

**6. Access to Facility.**

Accessibility to a facility in addition to any contracted Rental Period shall be determined based upon: (i) the type of function/event being booked; and (ii) approval by the Facility's Director. If determined by the Facility's Director that additional access to the facility is needed and available prior to or after an event, Lessee will be charged fifty percent (50%) of the facility's per day rental price identified in Paragraph 3 hereinabove for one-half day rental. Accessibility, under this Paragraph, shall either: (i) commence no earlier than 12 noon on the day immediately prior to a Rental Period; and/or (ii) terminate no later than 12 noon on the day immediately after a Rental Period. Additional access, other than that specified in this Paragraph 6, is subject to facility availability. Fees for any additional access are due no later than thirty (30) calendar days prior to a scheduled event.

**7. Vendors.**

Lessees hosting events in which vendors are permitted shall pay, in addition to all rental payments, a fee of Twenty-Five dollars (\$25.00) per vendor. Lessee shall provide the County with an estimate of the number of vendors who will be allowed to use the Leased Premises when scheduling the event. Lessee shall be responsible for one-half (1/2) of the estimated Vendor Fee no less than thirty (30) days prior to a scheduled event. Upon commencement of the Rental Period, the Facility Director and Lessee shall conduct a count of the actual number of vendors using the Leased Premises. Lessee shall immediately remit the outstanding balance due to the County for Vendors. Failure to do so shall result in the immediate termination of the Lease Agreement. Termination of the Lease Agreement due to failure to pay the vendor Fee referenced herein shall result in the forfeiture of all previously paid deposits and/or rental payments.

Lessees shall collect and pay sales taxes for all vendees.

All food vendors shall provide and display health permits as well as proof of insurance.

Lessees shall be required to provide the County with proof of insurance, naming Harrison County as an additional insured, prior to commencement of the rental term. Failure by the Lessee to provide proof of insurance may result in termination of the Lease by the County.

**8. Lessees.**

Individual Lessees shall be required to be a minimum of twenty-one (21) years of age. Corporate Lessees must be in good standing with the Mississippi Secretary of State's Office.

**9. Identification.**

If the facility is being used for vendor related activities, identification credentials shall be required for all event participants. Said credentials and proof of insurance shall be provided by Lessee. Failure by



Lessee to provide said credentials and proof of insurance may result in termination of the Lease by the County.

**10. Smoking.**

Smoking is prohibited. Violations shall result in the forfeiture of all deposits and/or rental payments.

**11. Illegal Gambling.**

Illegal gambling in any form is prohibited. Violations shall result in the forfeiture of all deposits and/or rental payments.

**12. Illegal Activities.**

Illegal activities are prohibited. Violations shall result in the forfeiture of all deposits and/or rental payments.

**13. Weapons.**

Subject to the laws of the State of Mississippi, guns or other forms of weapons are prohibited. Violations shall result in the immediate cancellation of the Lease Agreement and forfeiture of all deposits and/or rental payments.

**14. Other Prohibited Activities.**

Any acts considered sexual in nature are prohibited. Violations shall result in the forfeiture of all deposits.

**15. Food and Beverage.**

All restrictions on food and beverage as identified by "off limits" signage shall be adhered to throughout the Rental Period except in cases involving children under the age of two (2).

**16. Decorations.**

Masking tape shall be allowed to secure decorative materials; no tacks, nails, staples, packaging tape or like materials shall be used. The use of glitter is prohibited. Hanging of decorations from the ceiling is prohibited. No decorations or props may be fabricated or built inside the facility. Violations shall result in the forfeiture of all deposits.

**17. Furniture and/or Equipment.**

The removal of County chairs, tables or other furniture and/or equipment from the Leased Premises is prohibited. When food and/or beverages are served, Lessee shall be required to place appropriate protective coverings on tables being used. Lessee shall be responsible for the set up and break down of all furniture used at an event. "Dragging" of furniture is prohibited.

**18. Alcohol.**

Subject to the laws of the State of Mississippi, alcohol may be served at events. Alcohol may only be sold at events where prior proof of a beer/liquor permit, as well as, proof of liability insurance have been provided by Lessee to the County prior to commencement of the Rental Period. Failure by Lessee to provide said permit and proof of insurance may result in termination of the Lease by the County.

**19. Security.**

Security shall be required where alcohol is sold or served. The County reserves the right to require security depending upon the type and time of event. In instances where security is required, and unless otherwise directed by the County, one (1) security guard shall be provided for every seventy-five (75) attendees. Security shall be coordinated through either: (i) the local law enforcement agency in which the event is occurring; (ii) the Harrison County Sheriff's Department; or (iii) a private security services company that is fully bonded and insured. Proof of bond and insurance shall be provided to the County prior to the event. Failure to provide said proof shall result in the cancellation of the event and Lessee shall forfeit all deposits and/or rental payments. All costs for security shall be borne by the Lessee. Local law enforcement authorities have the right to charge and arrest Lessee and/or any guest for damages to Lessor's property and/or for violations of federal, state or local law.

**20. Occupancy.**

Occupancy for any event shall not exceed the posted facility limit. Failure by Lessee to adhere to occupancy limits shall result in the immediate cancellation of the Lease Agreement and the forfeiture of all deposits and/or rental payments.

**21. Damages.**

Lessee accepts full responsibility for any damages to the Leased Premises occurring during the Rental Period and shall be responsible for payment to the County for all repair costs.

**22. Inspections/Refunds.**

The Facility Director shall conduct an inspection of the Leased Premises once an event has concluded. The Leased Premises must be left in the same condition as received. Failure by Lessee to tender the Leased Premises free from damage shall result in all or a portion of Lessee's Deposit being forfeited. The amount of any forfeiture shall be a discretionary function of the Facility Director. Any refunds due shall be issued to Lessee within sixty (60) after the conclusion of an event.

**23. Cancellations.**

In order to receive a full refund of all deposits and/or rental payments, Lessee shall provide written notice to the County of a cancellation no less than fourteen (14) days prior to a scheduled event. Failure to provide said notice within the time frame specified herein shall result in the forfeiture of all deposits and/or rental payments.

**24. Payments.**

Acceptable forms of payment shall include credit or debit card. A 2.5% processing fee and 3.0% transaction fee will be added per payment transaction. Processing and transaction fees are nonrefundable.

**25. States of Emergency; Elections.**

At Harrison County's sole discretion, events scheduled during times of declared States of Emergency by the President of the United States and/or Governor of the State of Mississippi may be cancelled. In the event of cancellation due to a declared State of Emergency, Lessee shall be entitled to a reimbursement of all deposits and/or rental payments.

At Harrison County's sole discretion, events scheduled to occur on dates of federal, state and/or local primary, general or run-off elections maybe cancelled. In the event of cancellation due to a federal, state and/or local election, Lessee shall be entitled to a reimbursement of all deposits and/or rental payments.

All refunds due shall be issued to Lessee within sixty (60) days after cancellation of an event.

**26. Designated Contacts.**

Lessor shall be required to remain on site for the duration of the event and shall be the point of contact for all issues that may arise. Lessee shall be required to provide the Facility Director with a designated alternate contact, including contact information, for emergency purposes during an event.

Alternate Contact:    Name \_\_\_\_\_  
                                  Address \_\_\_\_\_  
                                  Phone (\_\_\_\_) \_\_\_\_\_

**27. Hold Harmless.**

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 Lessee, its respective agents or employees, or by any other persons, groups or corporations which seek to hold the County liable.

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.

Michelle Keyes  
Signature

Michelle Keyes  
Applicant

By [Signature]

Its: \_\_\_\_\_

Date: 26 Sept 2016