

Magnolia Civic Center Rental Agreement

Mission Statement

This facility is dedicated to the enhancement of the quality of life for all citizens of New Albany and Union County. Three primary focus areas for facility use are continuing education of all sectors of the community, opportunities for civic and cultural growth, and economic development. Owned by the City of New Albany and governed by its Mayor and Board of Aldermen, this facility will be available to all citizens, civic groups, non-profit organizations, and industries of New Albany and Union County as outlined within the guidelines of the facility. Scheduling of the facility will be confirmed through the agent designated by the Board of Alderman which is the Office of Community Development and Main Street.

Rental Rules, Regulations, & Rates

I. Manager

Billye Jean Stroud, Director of Operations of Magnolia Civic Center
Office of Community Development and New Albany Main Street Association
135 E. Bankhead Street New Albany, MS 38652 (662) 534-3438
E-mail: billyejeanstroud@newalbanymainstreet.com

All rental arrangements will be coordinated by the manager, must be made thirty days prior to the event, and must be approved by Magnolia Civic Center manager and Board of Directors.

II. Rental Rates

- The rental fee for each day of use for performance, speaker, and/or meeting shall be charged as listed below in Section II.
- Each consecutive day of rental for setup, dress rehearsals, and/or breaking down prior to or subsequent to the event shall be charged at \$100 per day. All days shall be reserved at the time of booking and are subject to availability.
- Any use of the facility shall constitute a full day's rental.
- Security deposit is refundable once it has been determined by a representative of Magnolia Civic Center Manager and Board of Directors that no damage to the facility and/or equipment has occurred.
- Any event sponsored or co-sponsored by Magnolia Civic Center, Main Street, or City of New Albany, the rental rates (page 2) may be adjusted or waived at the discretion of Magnolia Civic Center Management and Board of Directors.

III. Smoking/Food

The entire facility is a non-smoking facility, including the interior and the ten feet surrounding the perimeter of the building. All catering or food served during the event must be properly maintained, completely cleaned up, and disposed of appropriately.

IV. Hours of Operation

Magnolia Civic Center is available for leasing Monday through Saturday from 8:00 a.m. to 12:00 midnight. On Sunday, as a general rule, the facility is available from 1:00 p.m. to 6:00 p.m.

Magnolia Civic Center is normally closed on holidays.

VIII. Ticket Sales

In order to provide proper ticket information, the Manager must be informed of ticket prices and tickets. The seating capacity for the facility is 400 seats including handicapped. The lessee is responsible for providing the tickets, ticket sellers, and ticket takers. If the event is promoted, the lessee agrees to pay taxes on the ticket sales to the Department of Revenue and provide a business tax Id for the DOR forms attached.

IX. Concessions and Merchandise

Merchandise such as programs, tapes, CDs, books, magazines, novelties or related merchandise, either on display or by taking orders, may be sold only after the prior approval of Magnolia Civic Center's Manager. Taxes for all merchandise sold must be reported and paid to the Department of Revenue. A copy of paperwork and payments must be given to the Manager before the final walk through. Absolutely no promotional or advertising may be hung on Magnolia Civic Center walls or glass interior or exterior. Magnolia Theatre offers in-house concessions where refreshments can be purchased. Concessions will be staffed by Magnolia personnel and all sales directly support Magnolia Civic Center.

Operational Regulations

1. **Prohibited Activities:** The possession, use, distribution, or sale of illegal drugs and controlled substances within the premises of the facility is prohibited. Violation of this policy will result in immediate termination of the rental agreement and may lead to legal action.
2. **Alcohol Use:** Consumption of alcoholic beverages is only permitted within the facility in accordance with local laws and regulations. Renters must obtain all necessary permits for events where alcohol will be served. Underage drinking is forbidden.
3. **Conduct and Safety:** Renters and their guests must conduct themselves in a manner that ensures the safety and well-being of all individuals in the facility. Any behavior resulting from alcohol or drug use that poses a threat to the safety, health, or comfort of others will not be tolerated.
4. **Responsibility and Liability:** The renter assumes full responsibility for ensuring that all guests comply with these regulations. The renter will be held liable for any damage or incidents arising from the violation of these rules.
5. **Enforcement:** The facility management reserves the right to inspect the premises at any time to ensure compliance with these regulations. Any violations may result in immediate termination of the rental agreement without refund, and the responsible parties may be subject to legal penalties.
6. ****Notification of Authorities**:** In the event of any illegal activity involving alcohol or drugs, the facility management will notify the appropriate law enforcement authorities.

7. No person shall carry or possess firearms, air guns, mace, or other such weapons. Disorderly conduct is strictly prohibited. No person shall engage in riotous, boisterous, threatening or indecent conduct or abusive, threatening, profane, or indecent language. No person shall solicit contributions for any purpose without the prior written consent of the Magnolia Civic Center Manager.

8. No person shall throw, dump, or leave papers, cans, bottles, or other rubbish anywhere in the facility except in the receptacles provided for such.

9. No person shall in any manner injure, deface, disturb, destroy, disfigure, place indecent language upon, or remove any part of a building, sign, wall, or other structure in the facility.

10. The Magnolia Civic Center Manager shall not be responsible for any property or article lost, stolen, or damaged from any parking area, building, or facility.

11. No person shall distribute any handbills or circulate, or post, place, or erect, any bills, notices, papers, or advertising devices, or matter of any kind without the prior written consent of the Magnolia Civic Center Manager.

12. Insurance Requirements - City of New Albany must be added as named insured on Lessee's insurance policy and provide proof of said insurance policy to the Manager of Magnolia Civic Center at least 30 days prior to the event.

13. All equipment, kitchen, tables, and chairs must be returned to the state in which they were found.

14. All garbage cans must be emptied and bags placed in the large rolling trash bins outside the BNA Magnolia Room back door.

By signing this agreement, the Lessee acknowledges and agrees to enforce and abide by ALL operational regulations, 1-14, pertaining to and within the facility. Lessee further agrees to be responsible for any damages, liability, and/or criminal charges that may result from the Lessee failing to properly enforce this policy.

Renter/Lessee Signature _____ Date: _____

Facility Representative's Signature: _____ Date: _____

Lessee Organization Contact Person Marquee Message

The New Albany Gazette appreciates being kept informed of the events at the Magnolia Civic Center. Would you like the Manager to send your name, name of event, date, and time to the Gazette? YES NO

Magnolia Civic Center Rental Agreement

I/We, the undersigned, do hereby lease the Magnolia Civic Center for the date(s) and purpose set out below and agree to abide by all "Rental Rules, Regulations, & Rates" for the facility which are attached hereto as a part of this contract. Enclosed herewith is a nonrefundable deposit of 50% of the rental rate which confirms the following rental reservation. It is understood that the person signing below has full authority to do so on behalf of the organization and may be held responsible for any violation of the attached rental rules and regulations.

Lessee Organization: _____

Address: _____

Contact Person: _____

Phone No. _____

Room(s) Reserved: _____

Reservation Date(s): _____

Beginning Date/Time: _____

Ending Date/Time: _____

Event Scheduled: _____

Equipment Needed: _____

Technician: _____ Phone No.: _____

Amount of Deposit Attached: _____

Accepted by Magnolia Civic Center

Signed _____ Date _____

The undersigned assumes all responsibility for both personal and property damages that might result from use of said facility.

Signed _____ Date _____

Deliver executed copies of the rental agreement (pages 4 & 5) along with the required deposit in the form of a cashier's check or money order made payable to City of New Albany to:

Billye Jean Stroud, 135 E. Bankhead Street, New Albany, MS 38652.

*Business or personal check may be accepted, at the discretion of Magnolia Civic Center's manager seven days prior to the scheduled event.

Magnolia Civic Center- Technician Agreement

1. Scope of Work

After having the required consultation, The Technician agrees to provide technical services for the Lessee at the Magnolia Civic Center. The services include but are not limited to lighting, sound, and other technical requirements as needed for the event.

2. Compensation

The Client agrees to pay a fee of \$250 for the services rendered. This fee is due prior to the event.

3. Additional Services

Any additional lighting or technical requirements beyond the scope of the initial agreement will be charged separately. The cost for these additional services is at the discretion of the Technician.

4. Payment

Payment for any additional services is due prior to the event. The Technician reserves the right to withhold services until full payment is received.

5. Termination

This agreement may be terminated by either party with written notice. In the event of termination, the Client is responsible for payment for all services rendered up until the date of termination.

Lessee:

Name: _____

Signature: _____

Date: _____

Technician:

Name: _____

Signature: _____

Date: _____