

OKTIBBEHA COUNTY COMMUNITY SAFE ROOM RENTAL AGREEMENT

RENTAL AGREEMENT BETWEEN OKTIBBEHA COUNTY AND _____ OF THE
OKTIBBEHA COUNTY COMMUNITY SAFE ROOM LOCATED AT 985 LYNN LANE, STARKVILLE,
MS 39759.

THIS AGREEMENT, is made and entered into this date, by and between Oktibbeha County,
("County") and _____ (Individual, Group or Organization).

Contact Name: _____

Whose address: _____

Phone number: _____

Email address: _____

Date Requested: _____

Time Requested: _____

WITNESSETH:

WHEREAS, the County has possession and ownership of the Community Safe Room located at
985 Lynn Lane in Starkville, Mississippi; and

WHEREAS, the County has an interest in maximizing the use of safe room for the purpose of
health, safety and welfare of its citizens which includes encouraging community events for the
betterment of said county residents and;

WHEREAS, the Individual, Group or Organization falls within the County's purpose and has
requested use of said safe room and has agreed to the provision herein as follows and;

NOW THEREFORE, in consideration of the premises and the mutual promises and covenants
contained herein, the parties agree as follows:

1. Rental for the facility located at 985 Lynn Lane, also known as the Oktibbeha County
Community Safe Room, shall be _____ the Individual, Group or Organization
agrees to pay **\$450.00** when the date is secured and agreed to. This includes a \$250
deposit and \$200 facility rental.

It is understood that at all times, any county emergency event shall precede and take
precedence regardless of said rental agreement. An emergency event is entirely determined
by the Oktibbeha County Emergency Operations Center (OCEOC) Director.

All rental agreements shall be approved by the Oktibbeha County Emergency Operations Center (OCEOC) Director to ensure that the dates requested are available and his/her staff is available.

2. The hours of operation for rental usage will be Monday through Saturday, 8:00 am to 8:00 pm. During these hours, the OCEOC staff will be available to open the facility and remain on site until the event has concluded, no later than 8:00 pm. Rental usage outside these hours must be approved by the County Administrator in which case his/her staff shall be available.
3. The Individual, Group or Organization further agrees that it will indemnify and assume responsibility for the safety and liability of their guests while using the facility. The County may require security persons and, or proof of event insurance bond for any damage to guests or said facility. Insurance bonds shall have the County listed as a covered party and indemnify the County of all acts or omissions.
4. The Individual, Group or Organization will clean up after the event usage of the facility. This shall include but not limited to the bathroom areas, entryways, and parking lot as well as the main portion of the safe room facility. The Individual, Group or Organization agrees that a responsible party will be available during the hours of use dedicated to their activities. The County retains the right to inspect the premises to determine that the facility is clean and undamaged. No signage, posters or adhesive products shall be placed on walls. There are no helium balloons allowed inside the facility.
5. The County Safe Room is a tobacco and alcohol free facility. No products containing tobacco or alcohol are allowed on the safe room property. Anyone using said products will be asked to leave the facility immediately.
6. This Agreement shall be from the following times beginning at _____ (time) _____, (date) and ending _____ (time) _____ (date).
7. Cancellations are allowed within 10 days of the event. However, the county reserves the right to charge a \$50.00 cancellation fee for costs associated with canceling the event. Cancellations after 10 days may lose the deposit of two hundred fifty dollars (\$250.00). The Individual, Group or Organization may reschedule at the same charge and conditions 10 days before the event so long as the new time is available without losing deposit. There shall be a twenty-five dollar (\$25.00) rescheduling fee within 10 days of the event so long as the new time is available and without losing deposit. Any remaining deposit shall be returned during the billing period following the event.
8. All notices required to be given pursuant to this Agreement shall be in writing and delivered personally or by certified mail, return receipt requested or by nationally recognized overnight courier, and addressed as follows:

If to Oktibbeha County: Oktibbeha County EOC
106 W. Main Street, Suite 2
Starkville, MS 39759

If to the Individual, Group or Organization:

9. This Agreement is intended by the parties as the final, complete, and exclusive statement of the terms and conditions of their agreement and is intended to supersede all previous agreements and understandings between the parties relating to this subject matter. No amendment, modification, or waiver of any provision of this Agreement shall be valid or enforceable unless in writing and signed by the parties.

It is understood that any emergency event at all times shall precede and take precedence regardless of said rental agreement.

WITNESS THE SIGNATURES of the parties hereto on this the _____ day of _____, 202 ____.

OKTIBBEHA COUNTY
Attest:

By: _____
Oktibbeha County EOC Director

By: _____
Individual, Group or Organization

.....
To be completed by the County Administrator.

- ☐ Approved
☐ Denied

Reason for Denial: _____

Signature: _____ Date: _____