

APPENDIX A

RENTAL CONTRACT

NATIONAL GUARD ARMORY _____, MISSISSIPPI, PHONE NO _____

CONTRACT WITH: Renter/User _____ DATE: _____

PURPOSE OF ARMORY RENTAL:

TELEPHONE NO: _____ *Complete all Blank Lines

The application for rental of the _____ Armory, Date _____, 20____, Time: _____ is approved on the following terms and conditions provided the sum of money agreed upon herein, is paid to the _____ Armory at least one week prior to rental date herein.

- 1. The total amount of rental is for charges as follows:
 - a. \$ _____ as stated on page A-3 which is hereby made a part of this contract. Payment must be made by check, to Armory Fund.

- b. \$ _____ as stated on page A-4 which is hereby made a part of this contract. Separate fee and payment arranged by the Renter/User with approved unit personnel.

- 2. General instructions and agreements:
 - a. Concession rights in the armory and grounds of the _____ Armory are identified as dispensing of soft drinks, food, candies, hat check, parking of automobiles, etc., and may be reserved by the Renter/User as indicated in statement of charges. None of these services will be performed, nor items dispensed, either by same or as a gift (free of charge) unless such service or item is purchased from the party entitled to the concession rights under the terms of this contract.

- b. The "SMOKING" regulations will be enforced by your organization. These regulations permit smoking in _____.

- c. Renter/User hereby agrees to assume all responsibility for any and all damage by your members, guests, or customers to the building, its equipment, furniture and/or its facilities (includes grounds) at the _____ Armory during occupancy of said building. Renter/User agrees to pay for any such damage upon presentation, by the Armory Fund Council, of a certified invoice for the same. The Mississippi Tort Claims Act is applicable to state agencies.

3. It is agreed that this contract shall be subject to immediate cancellation in the event the National Guard's use of the _____ Armory becomes necessary for any reason.

4. It is agreed Renter/User will comply with state tax laws and pay any and all taxes required for any event in accordance with Section 27-65-22, Mississippi Code 1972.

5. It is agreed Renter/User will provide security personnel as the Armory Fund Council deems necessary for the event.

6. The Armory Fund Council will provide for, a charge determined by the council, two National Guard personnel trained as Fire Safety Guards whose only duties shall be as fire watch to notify local fire departments.

7. It is agreed Renter/User assumes all liability for accidents, injuries, mishaps, or deaths to members, guests, or customers. The Mississippi Tort Claims Act is applicable to state agencies.

8. The Renter/User shall not drive any nails, tacks, pins, or other objects into the floors, walls, ceilings, partitions, doors, windows, woodwork or other parts of the premises, nor change in any manner or move any fixtures on said premises without written consent of the Armory Fund Council.

9. The Renter/User shall, promptly upon completion of use of said premises, remove all decorations, displays, and equipment used by the Renter/User on the premises.

10. The Renter/User understands that the use of alcohol is at the discretion of the Armory Fund Council's Commanding Officer or higher Headquarters. If permitted, the Renter/User may be required to provide additional security personnel necessary for your function, see paragraph 5, page A-2 of the contract. The Renter/User must abide by all federal and state laws regarding the use and consumption of alcoholic beverages and will assume all liabilities associated with it. Violation of this law or the engagement in any other illegal or immoral activity by the Renter/User or one of the Renter/User's patrons will result in the immediate termination of this contract and the waiver of any recourse, deposit, and/or refund.

11. Specific Armory Restrictions:

- a. No civilian vehicles in military parking compound, drill hall, or parked on armory lawn.
- b. No gambling and/or obscene films
- c. No firearms and/or fireworks on the premises
- d. No boisterous or disorderly conduct
- e. No illegal activities
- f. No political activity (other than voting)

12. The renter acknowledges having read the rules and regulations for the _____ Armory and does hereby agree to comply with these directives.

The terms of this rental contract are accepted and agreed to by :

ARMORY FUND COUNCIL:

_____ARMORY

Name of Renting Organization

APPROVED BY :

BY: _____
(signature)

BY: _____
(signature)

(Name and Title - Print/Type)

(Custodian Name - Print/Type)

DATE: _____

BY: _____
(signature)

THE ADJUTANT GENERAL'S OFFICE:

(Name and Title - Print/Type)

APPROVED BY:

BY: _____
(Dir, State P&C Div)

DATE: _____

RENTAL CHARGES FOR _____ National Guard Armory:
Damage Deposit Option:
(20% of Rental Charge; Returnable check) \$ _____
Basic Rental Fee (incl utilities) \$ _____
With Concessions _____
Without Concessions _____

SEE PAGE A-4 of this contract FOR CUSTODIAN, JANITORIAL, FIRE GUARD FEES

(1) TOTAL (page A-3) \$ _____

(1) NOTE: Total is for Basic Rental Fee with or without concessions plus damage deposit if opted.
Amend total if any portion of damage deposit is returned.

CUSTODIAN, JANITORIAL, AND FIRE GUARD SERVICE FEES

ARMORY RENTAL CONTRACT WITH: _____ ARMORY

DATE/TIME OF RENTAL

_____ Complete Worksheet for all services required.
Indicate N/A if service is not applicable.

CUSTODIAN (1) \$ _____
(After duty hours)

FIRE SAFETY GUARDS (1)
(Required by State Fire Marshall)

1st \$ _____

2nd \$ _____

JANITORIAL (1) \$ _____

(2) Total (page A-4) \$ _____

(1) NOTE: Separate fee and payment in accordance with paragraph 5 j and k of MSARNGR 405-80-1

(2) NOTE: Total custodian, janitorial, and fire guard fee paid by Renter/User to authorized personnel. Payment for Services rendered must be made to individual by check.