

FACILITY USE AGREEMENT

(Member)

Central Mississippi MLS, Inc.
564 Sunnybrook Rd
Ridgeland, MS 39157
Tel: 601.948.1332

This Facility Use Agreement (“Agreement”) is made and entered into on the _____ day of _____ between Central Mississippi MLS, Inc. (“CMMLS”) and, _____ (“Lessee(s)”), whose address is, _____.

CMMLS and Lessee are sometimes referred to collectively as the “Parties”.

CMMLS, is located at **564 Sunnybrook Rd, Ridgeland, MS 39157** (“Premises”).

For and in consideration of the following promises, covenants, and conditions, CMMLS and Lessee hereby agree as follows:

Use of Facility. CMMLS herby permits Lessee to use the following (the “Facility”) upon payment of the Facility Use Fee indicated below [CHECK ONE]:

Small Classroom (50-75 participants)

_____ ½ Day (\$150.00)

_____ Full Day (\$300.00)

Large Classroom (100-125 participants)

_____ ½ Day (\$200.00)

_____ Full Day (\$400.00)

Conference/Board Room (up to 36 participants)

_____ ½ Day (\$100.00)

_____ Full Day (\$200.00)

During rental of Small or Large Classroom only, Lessee shall have access to catering kitchen (refrigerator, sink, coffee maker with carafes) during Event. Conference/Board room rental includes use of small refrigerator in room.

Lessee shall use the Facility solely for the following event or purpose: _____

(the “Event”) **and for no other event or purpose.** Lessee acknowledges that use of the Facility is conditioned upon and that no binding or enforceable agreement regarding use of the Facility shall exist until and unless (i) this Agreement has been signed by Lessee and received by CMMLS; and (ii) Lessee has paid the required 50% Initial Deposit and the Security Deposit.

Date and Time of Use. The CMMLS Facility is available for rental and access from 8 a.m. to 8 p.m. Monday through Friday, and from 8 a.m. to 6 p.m. on Saturday. The Facility is closed on Sundays. Lessee shall be permitted to use the Facility on [DATE] _____ between the hours of _____ oam opm and _____ oam opm (the “Event Date”) only.

Access and Event Times. The Facility access and use must be within the time specified above. Date and use times include preparation, decorating and/or rehearsal time, as well as time for removal of decorations, Lessee equipment and other items.

Facility Use Fee; Initial Deposit; Final Payment. Lessee agrees to pay to CMMLS a Facility Use Fee in the amount indicated above. Lessee shall pay to CMMLS an Initial Deposit in the amount of 50% of the Facility Use Fee amount on the date this Agreement is executed. The Initial Deposit shall be refundable unless notice of cancellation is received less than ten (10) calendar days prior to the Event. The remaining 50% of the Facility Use Fee (Final Payment) must be received by CMMLS no later than the last business day prior to the date of the Event. In the event of a cancellation less than ten (10) calendar days prior to the Event, the Initial Deposit shall be forfeited.

Security Deposit. Lessee agrees to pay to CMMLS a Security Deposit of \$150.00 for use of the Small or Large Classroom/\$100.00 for the Conference/Board Room on the date this Agreement is executed. The Security Deposit is refundable only upon completion of a thorough damage inspection/report of facilities and premises by CMMLS on the first business day following conclusion of the Event.

Responsible Party/Event Coordinating Deadline. The person(s) who completes and signs this Agreement shall be the Responsible Party. The Responsible Party shall coordinate all Event details with CMMLS and agrees to complete this coordination no later than five (5) business days prior to the Event. The Responsible Party must be the host and personally in attendance for the entire duration of the Event. The Responsible Party shall take all reasonable actions to assure Event safety, to prevent damage to the Facility and equipment, and to see that these conditions and other polices and regulations outlined in this Agreement are met.

Lessee's Obligations.

1. Lessee, their employees, agents, guests, invitees, or attendees shall abide by and comply with any federal, state, or local laws that may apply during their use of CMMLS's Facility and Premises.
2. Lessee shall not make any alterations to the Facility or any fixtures, building systems or equipment. At the end of the Event, the Facility shall be left in a clean, safe condition. Lessee shall remove from the Facility all property and materials belonging to Lessee. If Lessee or guests damage the Facility, CMMLS, in CMMLS's sole discretion, shall have the option of either (i) requiring Lessee, at Lessee's own expense and risk, to restore the Facility to the condition existing prior to the Event, as determined by CMMLS in CRM's sole discretion; or (ii) applying Lessee's Security Deposit to mitigate loss/damages and asserting any claim at law or equity for any loss/damages not paid by Lessee within thirty (30) days of an invoice for same sent to Lessee by CMMLS; or (ii) making the repairs and restorations to the Facility and asserting any claim at law or equity for any loss/damages not paid by Lessee within thirty (30) days of an invoice for same sent to Lessee by CMMLS.
3. Lessee shall exercise care in the use of the Facility and adjacent Premises areas and shall comply with all guidelines and instructions herein to reduce excessive wear or damage. Lessee agrees to keep the Facility and adjacent areas on CMMLS's premises in a clean and orderly condition and to remove all waste material to designated receptacles at the conclusion of the Event. All decorations and all outdoor and indoor directional signage must be removed by Lessee immediately following the Event.
4. Specific limitations apply as to the use of tape, balloons, glitter, candles, markers, tacks, nails, other such materials and signage. Decorations must be fire resistant. Lessee shall consult with CMMLS as to allowable decorations and signage items and to appropriately accommodate Lessee's needs. Decorations/signage which cause damage or additional cleaning requirements shall result in additional charges to Lessee.

Lessee's Property. Neither CMMLS nor CMMLS staff members insure the personal property of Lessee, their employees, agents, guests or attendees against damage or loss by any means. Lessee assumes the risk of any such damage or loss.

No Assignment or Subletting. This Agreement and any deposits made pursuant to this Agreement are non-assignable and non-transferable.

Right to Enter. CMMLS reserves the right to enter and inspect the Facility at any time for any purpose during the Event. Lessee shall follow all directives from CMMLS staff.

Indemnification and Hold Harmless. Lessee and their employees/staff, officers, directors, volunteers, agents, guests, invitees and attendees shall hold harmless, defend and indemnify

CMMLS, its employees/staff, officers, directors, volunteers, and agents (collectively, "CMMLS") from and against any and all liability, loss, damage, expense, costs (including without limitation costs, attorney's fees and costs of litigation) of every nature arising out of, or in connection with, or relating to Lessee's and Lessee's invitees' use of the Facility or its failure to comply with any of its obligations contained in this Agreement.

Alcohol on CMMLS Premises. The use, possession, sale, distribution or consumption of alcohol on CMMLS premises is governed by local and state law. The service of "alcoholic beverages" is by Lessee is strictly prohibited except as set forth in this section. "Alcoholic beverages" may only be served upon the CMMLS premises pursuant to a license or permit issued by state alcohol authorities in strict accordance with state and local laws and regulations and this Agreement by (i) a licensed caterer; or (ii) a bona fide non-profit civic or charitable organization. "Alcoholic beverages" include liquor, wine or beer, or related products containing any amount whatsoever of alcohol. Under no circumstances shall Lessee, or any person(s) acting on Lessee's behalf or with Lessee's permission, serve alcoholic beverages to any member of the public. Any alcoholic beverages served at any event conducted within the CMMLS premises shall be served pursuant to, and in strict accordance with, any license(s) issued to a caterer by the State of Mississippi and not otherwise. Under no circumstances shall Lessee or any person other than a properly permitted caterer or bona fide non-profit civic or charitable organization bring alcohol onto CMMLS's premises. Lessees who violate the terms of this Agreement will be required to vacate the Premises. Lessee shall be solely responsible for monitoring and ensuring compliance at all times with applicable laws and regulations pertaining to alcoholic beverages made available during Lessee's event. Under no circumstances shall alcoholic beverages be served to minors. Under no circumstances shall alcoholic beverages be permitted to be carried outside of the designated rental space within the CMMLS building. Lessee assumes full responsibility and liability for service of alcoholic beverages upon CMMLS's premises during the term of this Agreement including, but not limited to, all responsibility for permitting, distribution, use, disposal, and age verification. Lessee maintains the sole responsibility to monitor the conduct of all members, invitees, and guests of Lessee while present on CMMLS premises to ensure compliance with this policy. CMMLS and law enforcement retain the right, but have no obligation, to enter the event and to monitor the event and the service and consumption of alcoholic beverages. Lessee and their employees/staff, officers, directors, volunteers, agents, guests, invitees and attendees shall hold harmless, defend and indemnify CMMLS, its employees/staff, officers, directors, volunteers, and agents (collectively, "CMMLS") from and against any and all liability, loss, damage, expense, costs (including without limitation costs, attorney's fees and costs of litigation) of every nature arising out of, or in connection with, or relating to service or consumption of alcoholic beverages during or in any manner associated with Lessee's and Lessee's invitees' use of the Facility. If alcohol is to be served, Lessee must provide proof of event liquor liability insurance coverage with limits of at least \$1,000,000 that specifically includes liquor liability, naming CMMLS and Central Mississippi REALTORS as additional insureds and including waivers of subrogation. Proof of insurance shall be delivered to CMMLS prior to the Event and confirmed by CMMLS as acceptable prior to service of alcohol at the Facility.

No Weapons/Firearms. Weapons and firearms of any kind are strictly prohibited at the Facility and upon the Premises of CMMLS. Lessee shall have full liability for any and all damage/injury that may occur as a result of firearms brought onto CMMLS Premises by Lessee's members, invitees and/or guests.

Reassignment of Facilities. Should the Facility become unavailable due to an emergency, CMMLS, in CMMLS's sole discretion, reserves the right to reassign Lessee to another facility, if feasible, or reschedule to a date agreeable between both parties.

No Endorsement. Entry into this Agreement does not constitute any endorsement by CMMLS of any activity, undertaking, services or goods provided or offered by Lessee, and nothing in this Agreement constitutes an endorsement by CMMLS of any activity, undertaking, services or goods provided or offered by Lessee.

Termination/Cancellation. CMMLS may terminate this Agreement effective immediately upon Lessee's failure to timely comply with any pre-Event requirement, for any violation of use conditions or regulations required by CMMLS, for Lessee's failure to comply with the terms of this Agreement, or at any time for misrepresentation. CMMLS may terminate all or any part of this Agreement without notice in the event of an emergency which, in the opinion and sole discretion of CMMLS, would make the Event unfeasible. In such event, refunds of any fees and/or deposits will be determined at the discretion of CMMLS on a case-by-case basis.

Special Equipment. CMMLS assumes no responsibility for equipment used at the Event which is supplied by Lessee or any other party. CMMLS reserves the right to approve equipment and equipment providers.

Publicity/Advertising. All forms of promotional materials or communications, advertising and/or publicity containing any reference to CMMLS or the CMMLS Facility other than simple references to the Facility street address must be submitted to CMMLS for approval in advance of posting or communication including, but not limited to, social media posts. When CMMLS's name or any reference to Central Mississippi REALTORS® is used in conjunction with publicity, inclusion of a non-endorsement statement may be required by CMMLS. Posting of any materials on CMMLS premises must be approved in advance by CMMLS.

Security/Police. Lessee is solely responsible for the safety of its guests, agents, representatives, invitees, attendees, employees, or subcontractors while on CMMLS's premises. CMMLS reserves the right and shall have sole discretion to determine whether the use of security/police personnel are necessary to be present during Lessee's Event. Lessee shall have sole responsibility for the hiring and payment of any and all security/police personnel required by CMMLS or requested by Lessee to attend Event. In the event Lessee elects or is required by CMMLS to provide security/police personnel during Lessee's Event, Lessee must use security/policy personnel pre-approved by CMMLS and make arrangements for payment of security/police personnel directly. CMMLS is not responsible for providing security for Lessee's event.

Vehicles. Lessee understands and agrees that all damage/theft of vehicles of any kind owned or operated by Lessee and Lessee's guests, agents, representatives, invitees, attendees, employees, or subcontractors while in CMMLS's parking lots or on CMMLS's premises are the sole responsibility of Lessee. Lessee further acknowledges that CMMLS is free from all liability with respect to any damage, theft, or bodily injury that occurs while vehicles are parked within the CMMLS parking lot(s). Lessee and their employees/staff, officers, directors, volunteers, agents, guests, invitees and attendees shall hold harmless, defend and indemnify CMMLS, its employees/staff, officers, directors, volunteers, and agents (collectively, "CMMLS") from and against any and all liability, loss, damage, expense, costs (including without limitation costs, attorney's fees and costs of litigation) of every nature arising out of, or in connection with, or relating to Lessee's and Lessee's invitees' use of CMMLS parking lot(s) or CMMLS Facilities.

The CMMLS Facility has a parking lot reserved for persons using CMMLS Facilities containing 68 parking spaces. Lessee may use the CMMLS parking lots (front and rear) during Lessee's event, including set-up and take-down. CMMLS is not responsible for providing parking for Lessee's event outside of the CMMLS Facilities parking lots. Lessee is solely responsible for making arrangements for any extra parking required for Lessee's event. By entering into this Agreement, Lessee acknowledges that it has inspected CMMLS's parking lots and acknowledges that they are sufficient for Lessee's purposes as they currently exist.

Unsupervised Minors. Unsupervised minors (persons under the age of 21) are not permitted at Lessee's Event unless prior accommodations are made for their care and control and CMMLS approves such plans in writing.

No Smoking. CMMLS's Facility and premises promotes a tobacco-free environment, with no exceptions. Smoking or tobacco use in any form, including cigarettes, cigars, "spit tobacco" or e-cigarettes, is prohibited in the Facility and outdoors on any part of the CMMLS premises. Lessee shall be responsible for any costs of remediation in the event Lessee or any of Lessee's employees/staff, officers, directors, volunteers, agents, guests, invitees or attendees use tobacco products in any form on the CMMLS premises.

Service Animals. Animals other than properly designated and documented as service animals under the Americans with Disabilities Act (ADA) are not permitted on CMMLS premises. Any threat of injury or damage or actual damage or injury caused by service animals shall be governed by ADA rules and regulations to determine compensation. Lessee accepts all liability for any and all damage/injury that may ensue due to the actions of unauthorized or service animals. Lessee shall provide reasonable advance notice to CMMLS in the event a service animal will attend Event.

No Flames/Fire/Smoke/Fog. Open flames and the burning of any materials, including incense, is prohibited. Use of candles must receive advance approval and meet fire code regulations. Fog/smoke machines or other equipment, which may activate fire alarms, are prohibited in the Facility.

Conduct. The CMMLS premises is used during normal business hours by other tenants. Lessee and Lessee's invitees shall not interfere with the regular use of the CMMLS premises. Excessive or vulgar noise, gestures or other disruptive behaviors are strictly prohibited.

Technology Resources. If Lessee will require access to or use of CMMLS's technology resources, Lessee must submit a written request explaining their particular technology needs to CMMLS no later than five (5) business days prior to the Event. Failure to submit a timely request concerning use of CMMLS's technology resources may result in those resources being unavailable for Lessee's use. CMMLS, in its sole discretion, shall determine how Lessee's use of CMMLS's technology resources will be handled and what the charge will be for such use. Lessee will be required to meet with CMMLS personnel during regular business hours for any required training. CMMLS is not responsible for any technical issues or lack of compatibility of CMMLS's technology resources with Lessee's requirements or specifications. Lessee and their employees/staff, officers, directors, volunteers, agents, guests, invitees and attendees shall hold harmless, defend and indemnify CMMLS, its employees/staff, officers, directors, volunteers, and agents (collectively, "CMMLS") from and against any and all liability, loss, damage, expense, costs (including without limitation costs, attorney's fees and costs of litigation) of every nature arising out of, or in connection with, or relating to Lessee's and Lessee's invitees' use of CMMLS technology resources.

Modification of this Agreement. This Agreement contains the entire agreement and any modifications, changes, or amendments to this Agreement must be written and signed by all the Parties to this Agreement.

Acceptance of Terms. By signing below, Lessee acknowledges that Lessee has read and understands the above terms and conditions and agrees to abide by these terms and conditions.

Attorney Fees/Costs. Should it be necessary to obtain legal counsel or file an action in court to enforce any of the provisions of this Agreement, the non-breaching party, if successful in establishing its claim, shall be entitled to recover from the breaching party the costs and expenses incurred by non-breaching party therein, including reasonable attorney's fees and court costs.

Applicable Law; Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi. The Parties hereby irrevocably consent to the jurisdiction of the state courts of the State of Mississippi and/or the U.S. District Court for the Southern District of Mississippi, Jackson Division. Any litigation arising out of the Agreement shall be brought solely within the state courts of the State of Mississippi situated in Madison County, Mississippi or the U.S. District Court for the Southern District of Mississippi, Jackson Division.

Central Mississippi REALTORS® , Inc.

By: _____

Its: _____

Lessee(s): _____

Name and Title: _____

Contact Telephone: _____ [CHECK ONE]

Contact Email Address: _____

FOR STAFF USE ONLY:

____ Agreement signed

____ Initial Deposit Received

____ Security Deposit Received

____ Technology Resources Request Received

____ Final Payment Received

____ Lessee(s) to provide security?

Name of Security Company: _____

Contact number for Security Company: _____

Notes: