

CITY OF POPLARVILLE
APPLICATION TO RESERVE
City Park, Park Pavilion/Gazebo, or “The Town Green”

Return Completed form to:
City Hall, 200 HWY 26 East, Poplarville, MS 39470
Telephone: 601-795-8161 Fax: 601-795-0141

Email:deputyclerk2@poplarvillems.gov cityhall@poplarvillems.gov

(Please type or print clearly)

Name or Organization: _____

Mailing Address: _____

Sponsor's Authorizing Officer: _____ Title: _____

Email: _____ Phone: _____

Date(s) Requested To Use Park/Town Green: _____ Time From: _____ To: _____

Please check appropriate box:

- #1 Pavilion closest to restrooms (\$35 non-refundable reservation fee)
- #2 Pavilion closest to playground (\$35 non-refundable reservation fee)
- Gazebo (\$50 non-refundable reservation fee)
- City Park Open Area (no fee required – no private events or parties in open areas)
- The Town Green (no fee required – no private events or parties on The Town Green)

Please describe the event being held:

Will participants be charged to attend this event? _____ If so, how much per person? _____

Event Security/Parking Control Needed**

- Yes
- No

If yes, Number of officers needed _____ Total hours needed _____

**Event Security for private events and parties is payable at a rate of \$25 per hour per officer.

**This fee must be paid within 5 days prior to the event for the event to be approved.

Sponsor fee for use of the Park Pavilion/Gazebo: \$35 for Pavilion/ \$50 for Gazebo (non-refundable)

The above named individual/organization has reserved and is given permission to use the City Park/Town Green for the date(s) requested.

Mayor or Designee

Date

10. By this Agreement, the City of Poplarville grants to Sponsor no greater rights than expressly stated herein and specifically denies any right to Sponsor of possession or occupancy which would be in violation of state law or the Rules and Regulations stated in this document. Smoking is not permitted in the City Park/Town Green.
11. In permitting the use of the City Park/Town Green described herein, the City of Poplarville does not relinquish control or custody thereof and does hereby specifically retain the right to enforce any and all laws, rules and regulations applicable thereto. All portions of the City Park/Town Green will at all times be under the charge and control of the City of Poplarville.
12. The City or other authorized representatives of the City may enter upon the City Park/Town Green at all times to make inspections to ensure compliance with this Agreement.
13. Sponsor understands and agrees that during the term of this Agreement there may be other events taking place in other parts of the City Park/Town Green not covered by this Agreement. Sponsor shall conduct its activities so as not to interfere with other events.
14. Sponsor must comply with all current state laws and local ordinances as it pertains to the sale, possession and use of beer and light wine in the City Park/Town Green.
15. NO bicycles, Motorized vehicles (motorized wheelchairs allowed), camping, roller skating, or skateboarding allowed within the City Park/Town Green. NO private parties or events allowed at The Town Green.
16. This Agreement shall be governed by and interpreted under the laws of the State of Mississippi and the venue for any litigation, special proceeding or other proceeding as between the parties that may be brought, or arise out of, in connection with, or by reason of the Agreement shall be in Pearl River County, Mississippi

I, _____ (print clearly), do hereby agree to abide by all rules and regulations above of the City of Poplarville in conjunction with the event at the Town Green for which I am applying.

Sponsor's Signature

Date

City Clerk/Deputy Clerk

Date

THIS APPLICATION HAS BEEN APPROVED BY THE MAYOR AND BOARD OF ALDERMEN AND MUST BE POSTED DURING THE TIME THE CITY PARK/TOWN GREEN IS BEING USED AND REMOVED UPON COMPLETION OF THE EVENT.

**CITY PARK/TOWN GREEN USE
RULES & REGULATIONS**

1. Sponsor is responsible for any set-up requirements; operational issues and ensuring that the City Park/Town Green grounds are kept clean and orderly during the event and after the event are returned to the same or better condition in which they were received. **THIS INCLUDES PROVIDING YOUR OWN TRASH BAGS AND REMOVING ALL TRASH CREATED BY YOUR PRIVATE PARTY/EVENT HELD AT CITY PARK.** Failure to completely clean the area will result in additional fees being charged to the sponsor. Time shall be of the essence for this Agreement, and the period of time granted shall not be extended for occupancy or use of the City Park/Town Green or for installation or removal of equipment without permission from the City of Poplarville.
2. The City of Poplarville, the Poplarville Chamber of Commerce, the Farmers Market and the Blueberry Jubilee Council shall have schedule priority over all other Sponsors at the sole discretion of the City of Poplarville and are all exempt from security deposit fees. This Agreement is a license to use and shall not be considered a lease.
3. Sponsor, its agents, employees and representatives, does hereby agree to indemnify, hold harmless and defend The City of Poplarville in connection with all suits, actions, damages, liability, loss of life, bodily or personal injury or property damage arising from or out of any occurrence in, upon, at or from the City Park/Town Green. Sponsor does hereby agree to pay all attorneys' fees arising from or out of any occurrence in, upon, at or from the City Park/Town Green.
4. All events held on the Town Green or in open areas of City Park shall be open and available to the public.
5. Sponsor agrees by execution of this agreement that the City Park/Town Green and adjoining areas are in satisfactory and clean condition. If the City Park/Town Green or adjoining area is damaged by any cause or means whatsoever by Sponsor, its employees, agents, invitees, visitors or event participants, Sponsor shall be responsible for its repair and all costs associated with returning it to their original pre-event condition.
6. Sponsor has permission to use parking in adjoining designated lots for the event. **Sponsor agrees to direct its invitees to use only the designated parking area.**
7. Sponsor shall not allow a larger number of persons than can safely and freely move about in the City Park/Town Green.
8. If at any time the use of the City Park/Town Green by Sponsor or its invitees violates the Rules and Regulations set forth in this document, an applicable ordinance or law of the City of Poplarville, County of Pearl River, State of Mississippi or the United States of America, Sponsor shall either cease and desist from continuing such use or shall surrender the City Park/Town Green forthwith upon demand of the Poplarville Police.
9. Sponsor shall obtain at its own cost commercial general liability coverage with a limit of at least \$1 million, per occurrence, with an aggregate limit of at least \$1 million to cover Sponsor's use of the City Park/Town Green for its scheduled function and name the City of Poplarville as an additional insured or a Certificate Holder on all Certificates of Insurance applicable to the event there under. Sponsor shall, at the time of execution of this Agreement, furnish the City of Poplarville with a copy of said insurance policy or a certification that such insurance has been issued.

