

**CITY OF PASCAGOULA
PUBLIC LANDS USE AGREEMENT***

This Agreement is entered into by and between _____ (“User”) and the City of Pascagoula (“City”) for the sole purpose of setting forth the terms, conditions and limitations for the use of the hereinafter described Public Lands (“Premises”) by User for the specific purpose set forth herein.

User desires to make use of _____ for the period beginning _____ and ending _____ for the purpose of _____. The City agrees to allow the aforesaid use subject to the following terms and conditions:

1. User must furnish the City with an up-to-date list of the principals involved in the User’s organization, if any, including names, telephone numbers, physical addresses, email addresses and any other contact information the City may require.
2. User shall designate one member of its group, if applicable, to serve as the primary point of contact for the City. An alternate point of contact shall be designated upon request by the City. The City’s point of contact for this Agreement shall be the City Manager, or his designee, who may be reached at 228-762-1020.
3. User shall furnish City copies of any and all promotional materials produced by User, or its agents, to promote the event to be held on the Premises. Promotional materials that suggest an illicit, illegal, immoral or discriminatory purpose will not be allowed. Events that are open to the public shall be open to all citizens regardless of race, creed, sexual orientation, religious affiliation or political persuasion. Promotional materials shall not depict the City, or any of its departments, as a sponsor or participant in the event, unless specifically authorized by the City Council.
4. User shall be responsible for arranging any additional traffic control measures or security that may be required by the City for the event. The Chief of Police for the City of Pascagoula shall have the final say in regard to the need for additional security, or traffic controls. User shall contact the Chief of Police at least 2 weeks prior to the date of the event to make arrangements for additional security, if needed. Security personnel must be duly licensed and qualified for that purpose and must be approved by the Chief of Police prior to the event.
5. User shall be responsible for any additional restroom facilities that may be needed to accommodate User’s guests and invitees. Likewise, User shall be responsible for any additional electrical outlets or power sources required for the event. The City will cooperate with the User to make a determination of need in regard to both of these items and, where possible, the City will make additional facilities and power sources available.
6. The City shall not be responsible for providing storage for any of User’s equipment, or personal property, needed for User’s event. Any items stored on the Premises by the

User prior to the event shall be at the User's sole expense and liability. The City accepts no responsibility for any items left on the Premises at any time by the User, its agents, servants or employees.

7. User's event shall be confined to a specific area of use as set forth herein, the same being _____ . User acknowledges that the remainder of the Premises are public and, unless other provisions are made with the City, shall remain open to the public at all times while User's event is in progress.
8. The City will cooperate with User to afford an "exclusive" venue for User's event; however, this exclusive use shall not exceed 48 hours in duration, unless additional time is allowed by the City Council upon good cause being shown. The City, upon review of User's application, will advise User as to whether or not Council action will be necessary to approve any portion of User's application.
9. User shall be responsible for cleaning the Premises at the end of each day of User's event. A cleanup deposit in the amount of \$500.00 shall be paid to the City at least 2 weeks prior to the event. The deposit shall be refunded in full to the User after inspection of the Premises reveals that the same have been adequately cleaned. The City shall furnish trash receptacles and will be responsible for emptying those receptacles on a daily basis. Cleanup by the User shall include any restroom facilities belonging to the City. The City will not supply cleaning materials, but will see to it that adequate supplies of paper products are in the City's restrooms prior to the event.
10. User shall report any maintenance issues to the City as soon as the same are discovered. The City agrees to exert its best efforts to rectify such issues as quickly as possible so as not to interfere with or delay User's event.
11. User shall immediately report to the City any and all accidents resulting in injury to participants. User acknowledges that the City has Premises liability insurance; however, User's agents, servants and employees are not covered by such insurance and User will bear the risk and responsibility for any injury occurring to such individuals.
12. User may use signs and banners to advertise the event. Such signs and banners must meet with the approval of the Planning and Building Department. Placement of signs and banners on public property will require prior approval of the City Manager and in accordance with the City's banner policy. User agrees that the placement of signs and banners shall be done in such a way that the same do not obstruct views of motorists, pedestrians or cyclists using the public streets, roads and alleys near the event, or at any other location where such signs and banners may be placed.
13. User will be responsible for collection, payment and recording of all sales tax obligations arising from User's event.

14. During multi-day events, the City will have all trash receptacles emptied each day at the close of the event. User shall be responsible for daily cleanup of any solid waste left on the Premises by User's agents, servants, employees or invitees.
15. User shall be responsible for obtaining any other permits that User may need in order to hold the event on the Premises. In the event that User desires to sell, or possess, alcoholic beverages on the Premises during the event, then User must apply to the City Manager, at least thirty (30) days prior to the event, to obtain a permit. The permitting process for the use, consumption and sale of alcohol on City property is handled through the City Manager's office, located at 603 Watts Avenue in the City of Pascagoula.
16. The City shall hold the User and User's sponsors liable for any damages to the facilities caused by User's agents, servants, employees, or invitees, and may assess a damage charge against the User, User's organization, if applicable, and any other individuals or entities identified as sponsors of the event. At the close of the event, the User shall return the Premises and any facilities to the City in as good a condition as they were at the outset of the event, normal wear and tear excepted.
17. The User shall indemnify and hold harmless the City of Pascagoula, the Pascagoula Parks & Recreation Dept., its officers, agents and employees from any and all claims, causes of action or damages, arising out of User's use of the premises.
18. The Agreement between the parties consists of this writing, the Public Lands Use Routing Schedule attached hereto as an exhibit and any and all other documents required by the City to permit or allow the use to take place on the Premises. No alteration or modification of the Agreement shall be allowed except in writing signed by both parties and, where applicable, subject to approval of the City Council of the City of Pascagoula, Mississippi.

WITNESS THE SIGNATURES OF THE PARTIES ON THIS THE _____ DAY OF _____, 20____.

NAME OF USER

By: _____

Date: _____

CITY OF PASCAGOULA

By: _____

Date: _____

**City of Pascagoula – Public Lands Use
Routing Schedule**

In regard to the attached policy for permitting the use of public areas for parades, festivals, block parties, and the like, please fill in all information which has to be submitted to the City Manager’s office at least **30** days before the date of the event. Failure to complete this application will result in denial of request.

Date of Event: _____ Facility Requested: _____

Group Hosting Event: _____

Name of Applicant: _____ Contact #: _____

Address: _____ Other Contact #: _____

Purpose for which the area is to be used: _____

Type of event: _____

Name of area(s) and the part(s) thereof to be blocked (*attach diagram of area*): _____

Date and beginning and ending time for the planned event: _____

What is the plan for cleaning up after the event, including, but not limited to, who will be responsible and how long it will take: _____

What needs to do you have from the City: including trash cans and picnic tables: _____

Please provide description of any potential hazards or inconvenience to the public: (such as open music, alcohol, number of people involved, etc.) _____

Will alcohol be allowed at your event: _____

If yes, an alcohol permit application will be required. This is a separate process.

Upon receipt of application, the City Manager will refer it to the various Departments for review. After review is completed, you will be notified by the City Manager’s designee if permission is granted or denied along with any special conditions. Once approved, you will need to contact the Traffic Division of the Pascagoula Police Dept. at 762-2211 for all security and traffic control needs. This shall be coordinated by the police department and police security will be provided at all events.

Do not write below this line

Comments: _____

Fire Chief

Date

Police Chief

Date

Parks and Recreation Director

Date

Public Works/Engineering Director

Date

Granted with the following conditions (if any): _____

Denied for the following reason(s): _____

City Manager

Date

Designated City Representative

Contact Phone Number