

# FACILITY & PROPERTY RENTAL RETAINER

All comments, questions and/or concerns regarding the Facility/Property Rental Retainer Contract and the Facility/Property Guidelines, Policies and Procedures should be referred to Choctaw Area Council Staff at:

#### Choctaw Area Council

James Hulgan, CEO of Choctaw Area Council, Venue Manager 601-693-6757 P.O. Box 5336, Meridian, MS 39302 Venue address: 4434 Camp Binachi Rd, Meridian, MS 39301 james.hulgan@scouting.org

#### Please print name, organization, event, and event date:

I have read, understand, and agree to abide by Choctaw Area Council Guidelines, Policies and Procedures

**Client Name (print only)** 

**Client Signature** 

Date

This page must be signed and returned to the Choctaw Area Council Office along with the rental contract and any necessary deposits so that your event may be considered reserved.



# FACILITY & PROPERTY RENTAL CLIENT INFORMATION SHEET

Client Name or Organization:		
Client Phone Contact:		
Event Date:		
Event Time:		
Was the Deposit Paid? (Circle one): YES	NO	
Deposit Amount:		
Date Contract was signed/received:		



## PROPERTY RENTAL CONTRACT OF CHOCTAW AREA COUNCIL, BSA #302

This rental contract is entered into between the undersigned "Client" and Choctaw Area Council Boy Scouts of America, who agrees to the rental agreement and the attached policies and procedures as referenced and incorporated into this agreement.

Rental: Subject to all terms and conditions of this agreement, Choctaw Area Council will make its

Dining Hall/Banquet facility,	Kitchen,	Chapel, located at
4434 Camp Binachi Rd., Meridian, Mississippi 39	9301, available to the C	lient
on	. The rental hours incl	ude all time that the
Client will have possession of the facility/property	y including preparation	for Client's event,
Client's event, and cleaning after Client's event.		
Client's event is described as follows:		
The Client:	_, address	
Cellphone number:, Email		

The Client acknowledges and agrees that he/she/they are 18 years of age or older, and that The Client is the only individual authorized to sign this agreement, make changes and is responsible for abiding by all of the terms and conditions of this agreement.

The Client's guest(s) includes any and all persons that arrive at the facility/property during the Client's event excluding only the employees of Choctaw Area Council and the Client hereby agrees that the maximum number of Client's guests that will be attending the event is\_\_\_\_\_\_.

The rental fee due for the Client's use of facility/property for the said event is \$\_\_\_\_\_.



The Client must pay a reservation deposit of \$500.00 to Choctaw Area Council at the time of the signing of this agreement. The parties acknowledge that the nature of Choctaw Area Council's business requires long term planning, and that acceptance of a rental booking may result in the loss of other potential bookings. Accordingly, this \$500.00 deposit is non-refundable in the event of cancellation after the cancellation time period (as set forth below) has passed. Upon cancellation, this agreement shall no longer be effective, and the Choctaw Area Council shall have no obligation to uphold the terms of this agreement.

Client may receive a refund under the following terms:

- 1. Client must first "deliver" a written and signed cancellation request to Choctaw Area Council Staff at 2102 8<sup>th</sup> Street, Meridian, MS 39301; the date of delivery shall be the date that the cancellation request was physically received at such location. Upon such delivery, Client may receive a refund (within 30 calendar days) in the amount as follows:
  - a. A full refund if the cancellation notice is delivered on or before 120 days prior to the said event; or
  - b. A 50% refund if the cancellation notice is delivered on or before 90 days prior to the said event; or
  - c. A 25% refund if the cancellation notice is delivered on or before 60 days prior to the said event; or
  - d. NO REFUND if the cancellation notice is delivered less than 60 days prior to the said event.

but subject to,

2. There will be a \$150.00 cancellation fee charged to the Client. If cancellation notice is delivered from 60-120 days out from said event, the \$150.00 cancellation fee will be deducted from the deposit. If cancellation notice is delivered less than 60 days from said event, client agrees to pay the \$150.00 cancellation fee in addition to the deposit.

Failure to comply with terms of this contract, which includes the Rental Guidelines, Policies and Procedures, may result in additional fees and/or termination of this contract and/or future agreements.

CLIENT	Choctaw Area Council
Sign Name	Sign Name
Print Name	Print Name
Date	Date



# **Contact Sheet**

Bride Information			
Bride's Name:			
Bride's Mailing Address:			
Bride's Cell Phone:			
Bride's Email:			
 Groom's Information			
Groom's Name:			
Groom's Mailing Address:			
Groom's Cell Phone:		-	
Groom's Email:			
 Wedding Planner (WP) Information			
Name:	_		
WP Mailing Address:			
WP Cell Phone:		-	
WP Email:			

# **Financial Contact Information**

Name:		
Mailing Address:		
Cell Phone:		
Email:		
	otion/Ceremony Informat	ion Sheet
Bride and Groom:		
Wedding Date:		
Time of Wedding:		
Number of Attendants:		
Number of Guests:	-	
Will alcohol be served? (circl	e one) Yes or No	
Location of the ceremony: (ci	ircle one)	
Inside Reception Hall	Outside Reception Hall	Outside Chapel
Wedding Planner:		
Phone Number:		
Florigt Norma		
Florist Name: Phone Number:		
Cater Name:		
Phone Number:		
Photographer Name:		
Phone Number:		
Videographer Name: Phone Number:		



### Rental Guidelines, Policies and Procedures for Weddings and all Social Events

We appreciate you considering Camp Binachi for your upcoming event. Our professional staff is eager to collaborate with you to make your event a wonderful memorable experience.

We are an event venue able to host banquets, birthday parties, cocktail receptions, corporate events, dinners, family reunions, luncheons, receptions, seminars, weddings, and much more.

We offer photography shoots, where we provide the beautiful space and you provide the subjects and the photographer.

We also offer unique private picnics available for any special occasion or just because.

### **RESERVATION POLICIES**

The reservation for specified date and venue will be contingent upon RECEIVING THE SIGNED CONTRACT AND NON-REFUNDABLE DEPOSIT. Reservations are ONLY CONFIRMED by receipt of signed rental agreement contract, Facility Rental Guidelines, Policies and Procedures and paid NON-REFUNDABLE deposit. These items are all due two weeks after REQUEST FOR CONTRACT. Failure to return the signed forms and deposit by the specified date will result in the cancellation of tentative space reservation.

#### NON-REFUNDABLE EVENT RENTAL FEE DEPOSIT-\$500.00

The NON-REFUNDABLE deposit will be applied to final bill.

### **PAYMENT SCHEDULE**

- 120 days prior to event,  $\frac{1}{2}$  of the remaining balance is due; and
- 90 days prior to event, the remaining balance is due.

### FORMS OF PAYMENT

- Cash
- Check (Payable to Choctaw Area Council)
  - Client agrees to pay a \$50.00 NSF charge if the bank returns check.
- Credit Card
  - Client agrees to pay a 3% service charge on all credit card purchases.

# **EVENT RENTAL FEES**

#### **GENERAL EVENTS-4 Hour Maximum**

\*Example: banquets, birthday parties, brunch/luncheons, corporate events, dinners, family reunions, seminars, showers, etc.\*\*

- Dining Hall/Banquet Facility with Kitchen: \$1,500.00
- (Kitchen use requires Safe Serv Certified Person or approved Caterer)
- Dining Hall/Banquet Facility without kitchen \$750.00

### WEDDING CEREMONY and RECEPTION\*\* - up to 6 Hour Maximum

- Dining Hall/Banquet Facility/ includes Kitchen: \$2,500.00
  - (Kitchen use requires Safe Serv Certified Person or approved Caterer)
- Outdoor Chapel: \$300.00

Included: Use of space for Bride to dress

### **RECEPTION ONLY\*\* - 4 Hour Maximum**

– Dining Hall/Banquet Facility/ includes Kitchen: \$1,500.00

(Kitchen use requires Safe Serv Certified Person or approved Caterer)

Included: Use of space for Bride to freshen up/change and kitchen space

\*\*Your choice of Bridal portrait session or Engagement portrait session (photographer not provided) with wedding ceremony and reception package booked and deposit paid.

## **DINING HALL/BANQUET FACILITY and KITCHEN RENTAL:**

- Chairs for up to 225 guests
- Semi-climate controlled
- House Lighting
- Tables:
  - 36: 6-ft Banquet Tables
  - 18: 120" Round Tables

### ADDITIONAL RENTALS

- 20 Wooden Benches: \$10.00 each

The Dining Hall/Banquet Facility/Banquet Room Maximum capacity is 225 patrons. For additional capacity please inquire.

# **RENTAL GUIDELINES, POLICIES AND PROCEDURES**

### DAMAGE DEPOSIT

A \$500.00 REFUNDABLE damage deposit is due to Choctaw Area Council no later than thirty days before the rental date. Thirty days **AFTER** the rental date upon inspection of venue, venue contents, equipment, and property, the damage deposit will be refunded less any charges for damages. If damages exceed the \$500.00 damage deposit, the client will be billed for remaining damage amount. If damage restitution is not made within 30 days, an invoice for damage expenses will be turned over for collection at the expense of the Client, to include the Choctaw Area Council's attorney fees and expenses.

### ACCESSIBILITY

Choctaw Area Council is ADA compliant for location and accessibility in its Dining Hall/Banquet Facility and restrooms. All remaining property may or may not be accessible depending on the needs of the individual. Please contact Choctaw Area Council for further details.

### ANIMALS

Animals and pets, with the exception of service dogs, are not permitted on the property. If special arrangements are needed, please contact Choctaw Area Council staff.

### DECORATIONS

Choctaw Area Council **DOES NOT** allow anything to be nailed, stapled, tacked, taped, or otherwise affixed to beams, ceilings, columns, doors, floors, glass, walls, windows inside or outside of the Dining Hall/ Banquet facility. All signage must be free standing.

#### ABSOLUTLEY NO FLAME CANDLES OF ANY KIND ARE ALLOWED IN DINING HALL/BANQUET FACILITY OR ANYWHERE ON THE PROPERTY!!!!!! <u>LED CANDLES ONLY ARE ALLOWED!!!!!!!</u>

The following items are **NOT PERMITTED** to be used **ANYWHERE** on the property or in the main Dining Hall/Banquet Facility:

- BIRDSEED
- CANDLES WITH FLAMES
- CONFETTI
- FEATHERS
- FIREWORKS
- GLITTER
- MATCHES
- RICE
- SPARKLERS

Clients may use the following to celebrate their Bride and Groom with:

- Bubbles
- Flower petal or leaf confetti
- Glow Sticks
- LED candles ONLY
- Wide Streamers (no skinny confetti type)

An additional cleaning fee will occur if restricted items are used in any way. The use of a flame candle or flame of any kind will result in termination of the event with NO REFUND!!!!!!!!

### ALL DEORATIVE ITEMS AND WEDDING MATERIALS MUST BE REMOVED AND CLEANED UP BY 6:00 PM THE DAY AFTER THE CONTRACTED EVENT.

Cleaning costs are included in the rental amount for the facility. For any damages of any kind or clean up beyond normal wear and tear, the client will be charged extra for repair and fees.

Choctaw Area Council is not responsible for lost or stolen items or items left on premises following an event.

### DELIVERIES

Deliveries must be coordinated with a member of the Choctaw Area Council Staff prior to delivery. Camp Binachi or Choctaw Area Council staff is not responsible for assisting with loading, lifting, carrying or placing personal equipment.

### ENTERTAINMENT/LIGHTING

Choctaw Area Council does not provide lighting outside of normal modern LED lighting in the reception hall itself. Use of DJ's and self-standing lighting is permitted.

### FOOD AND BEVERAGE

Food and beverage must be supplied by one of our approved preferred vendors. A list of these vendors will be given upon request.

No outside food or beverage may be brought onto the property other than what is provided by the preferred vendor. An exception **will** be made for cakes. In addition, and upon written request for "GENERAL EVENTS" as described on page 9 hereof, exceptions **may** also be approved by Choctaw Area Council Staff for other food and beverages (for example, soft drinks, box lunches, ice cream, pizza).

Only an approved caterer with an off-premises liquor license may serve alcohol and other beverages.

NO ONE under the age of 21 will be served alcohol, allowed to consume alcohol, or possess alcohol on the premises of Choctaw Area Council. Any person under the age of 21 who is caught consuming alcohol on the premises will be immediately removed from the property. Choctaw Area Council reserves the right to shut down any event if it is determined that this law is being violated. **NO REFUNDS** will be issued!

### FORCE MAJEURE

Should any uncontrollable event, such as lightning, fire, hurricane, tornado, act of God or other natural or unnatural uncontrollable event prevent Choctaw Area Council from being able to uphold its obligations hereunder, Choctaw Area Council will notify the client of such event, its inability to perform and the termination of this Agreement. Under such circumstances, Choctaw Area Council will refund all deposits or fees received from the client and neither party shall have any further rights or obligations hereunder. The client expressly acknowledges and agrees that Choctaw Area Council shall not be held responsible for any damages, monetary or otherwise, connected with the termination of this Agreement under the forgoing circumstances.

### **INSURANCE**

At client's expense, all events must retain and provide a certificate of insurance with public general liability, as well as fire legal liability for the date of the event with a minimum of \$1,000,000.00 listing the Choctaw Area Council as an additional insured. Such certificate of insurance shall be provided to the Choctaw Area Council no later than 30 days before the rental date. This document may be sent to Choctaw Area Council via email or postal carrier.

### PARKING

Parking permitted in designated areas only.

### MOVE IN/MOVE OUT-DECORATING/CATERING

Caterers may have access to kitchen and coolers at 8:00 a.m. on the day of the event. If these areas are not being used for another event, access will be available to the kitchen and coolers from 12:00 p.m. to 4:00 p.m. on the day prior to the event.

Kitchen use is at the sole risk of the client. The client's caterer is required to leave the kitchen completely clean and, in the condition that it was found. All debris and trash shall be disposed of in the dumpster located on the property. No open flame shall be used inside or outside of the main facility, including but not limited to, propane tanks or other campsite cooking gear.

Decorators may have access to the main reception facility and/or property at 8:00 a.m. on the day of the event. If these areas are not being used for another event, the space will be made available for decorating & deliveries the day prior to the event from 12:00 p.m. to 4:00 p.m. If access is needed outside these hours for catering or decorating, please contact Choctaw Area Council to schedule the time. The building and property must be vacated by 8:00 p.m. if this occurs.



### SECURITY

The venue does not provide security for the client's event. The client shall be solely responsible to determine whether client needs security for client's event. In the event that the client determines that the event needs security, the expense of security will shall be the responsibility of the client from an approved vendor only. The client agrees to indemnify, defend and hold harmless the Choctaw Area Council, its officers and employees for all claims, complaints, lawsuits, litigation and damages of any kind, based in whole or in part on an alleged failure to provide security (to include adequate security) for the client's event to include, but not limited to, that client selected security from the approved vendor list.

The client is responsible for the conduct of his or her guests while on the property. The client and guests shall comply with and abide by the laws of Choctaw Area Council, the State of Mississippi, and the laws of the United States. Any violation will result in immediate contact of proper authorities and/or cancellation of the event with **NO REFUNDS ISSUED!** 

## SMOKING/TOBACCO USE

Smoking/tobacco use is **prohibited** on the property. Smoking/tobacco use is only allowed outside the main gate of the property. Failure to maintain these rules will result in guests being asked to leave the event.

Failure to comply with payments due, paid damage deposit, or insurance policy agreement, may result in cancellation of agreement retain initial reservation deposit and retain 50% of the paid fees.

Please let us know how we can further assist you.

James Hulgan Scout Executive/CEO Choctaw Area Council, Boy Scouts of America