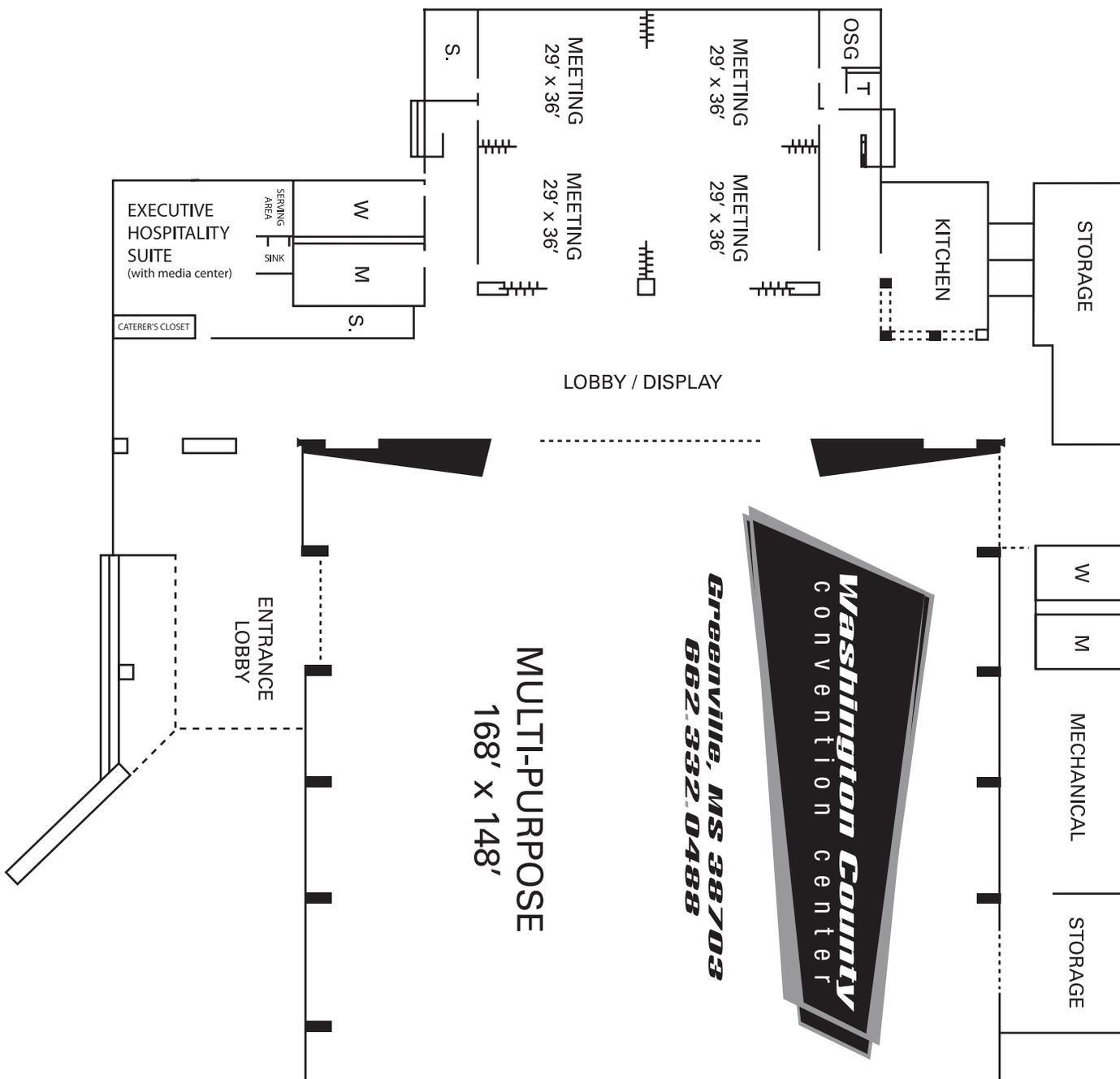


Please return a diagram with **signed contract**,
deposit and **booking sheet**.



WASHINGTON COUNTY CONVENTION CENTER

WASHINGTON COUNTY, MISSISSIPPI

WHEREVER used in this permit the term County shall mean and refer to the County of Washington, the term Center shall mean and refer to the Washington County Convention Center, and the term Director shall mean and refer to the Director of the Washington County Convention Center of Washington County, Mississippi or their authorized subordinates.

Permission is hereby granted into and here in after referred to Permittee, to use and occupy The Washington County Convention Center Arena, for the following and no other purpose:

Dates/Times:

Permittee may have and enjoy the use of the facility or facilities of the Center here in above specifically described, including corridors necessary to accommodate patrons and seating at present and at the time and times aforesaid, together with such regularly provided heat, water, lights, and janitor service as may be required for use of said facility or facilities for said purpose.

This permit shall have no force or effect whatsoever unless and until Permittee shall endorse the same, accepted in the space hereinafter provided therefore, and by said Acceptance Permittee. Permittee shall covenant and agree that he/she will well and truly perform or abide by each and every term and/or restriction and/or limitation of this permit.

- (1) **PAYMENT:** Permittee shall pay to the County of Washington, at the office of the Washington County Convention Center for the use of said facility or facilities the sum of \$2,033.00 (Two thousand thirty-three and 00/100 dollars) for the event/events aforesaid.

(a) Deposit of \$675.00 (Six hundred seventy-five and 00/100 dollars) to hold the date/dates you have requested.

(b) Balance of \$1,358.00 (One thousand three hundred fifty-eight and 00/100 dollars) is due ten days prior to the event.

(c) Payment should be made in certified check or money order payable to WASHINGTON COUNTY CONVENTION CENTER.

In case suit or action is instituted by County to enforce compliance with this agreement, County shall be entitled in addition to the costs and disbursements provided by statute to such additional sums in lawful money of the United States as the Court may adjudge reasonable for attorney's fees, court cost and expenses incurred in enforcing this agreement.

- (2) **INSURANCE:** Permittee shall furnish the Director, 7 (seven) days in advance of the occupancy time of this permit, a certificate in duplicate showing there is in force a policy of insurance in which the Permittee is named as assured with the County of Washington for minimum public liability insurance of **\$1,000,000.00 (One million dollars)** for any one person, and **\$25,000.00 (Twenty-five thousand dollars)** for property damage. **Said policy shall also provide for a 10 days written notice to the County of Washington County Convention Center prior to cancellation. The presence of policemen, firemen, inspectors, or representatives of the County of Washington, shall in no manner diminish or affect the duties, obligations, or responsibilities of the Permittee.**
- (3) **INDEMNITY:** Permittee agrees to conduct its activities upon the premises so as not to endanger any person lawfully thereon; and to indemnify and save harmless the County and Director against any and all claims for loss (injury damage to persons or property including claims of employees of Permittee or any contractor or subcontractor) arising out of the activities conducted by the Permittee or keep anything thereon, or in any way increase any rate of insurance upon the building or on property kept there; nor, shall Permittee, without written consent of Director, put up or operate any engine, motor, or machinery on the premises or use oils, burning fluids, camphene, kerosene, naphtha, gasohol, or gasoline for either mechanical or other purposes or any agent other than electricity for illuminating the premises.
- (4) **EXTRA SERVE:** Permittee shall pay to Director, on demand, such other and further sums as may become due to County because of special facilities or extra services furnished or proposed to be furnished by County, the compensation for which is not included in amount(s) specified under Section (1) hereinabove.
- (5) **EXTRA PERSONNEL AND SECURITY:** Permittee shall furnish all necessary personnel required for Permittee's use of the aforesaid facilities, including, but not limited to stagehands, ticket sellers, ticket takers, ushers, and security guards. Permittee shall employ an adequate number of attendants who shall be neatly clad and shall be clean, orderly, and polite in their speech and conduct. Permittee shall replace any of said attendants who do not meet with the approval of the Director, immediately upon notice by Director.
- (6) **EXPIRATION OF PERMIT:** At the expiration of the time of occupancy, hereinabove set forth, Permittee shall quit the premises of the Washington County Convention Center and return to the Director all equipment and facilities procured from Director. Premises, equipment and facilities shall be in as good condition and repair as before Permittee's use, except from normal wear of ordinary use.
- (7) **MOVE OUT:** Permittee shall move from the premises of the Washington County Convention Center, on or before all property, goods, and effects belonging to Permittee, or caused by him or be brought upon said premises. If any such property is not removed within the above stated time, the Director shall have the right to sell the same in such manner as he/she may deem advisable and to hold the proceeds, thereof, for Permittee, or the Director may store or cause to be stored said property, for which Permittee shall pay a reasonable fee and all expenses incurred, therefore.
- (8) **PROGRAM REQUIREMENT:** Permittee shall file with the Director, at least 10 days prior to the event, for which this permit is issued, a full and detailed outline of all facilities required, all stage requirements, chair and table set-up, public address system, and such other information as may be required by the Director concerning such event.
- (9) **COMPLIANCE WITH LAWS:** Permittee shall comply with all laws of the United States, of the State of Mississippi, all ordinances by any authorized office of a department of the County of Washington, and Permittee will not suffer to be done anything on said premises in violation of any such laws, ordinances, rules, or regulations.
- (10) **LICENSES:** Permittee shall obtain all permits or licenses required by laws, ordinances, and rules and regulations mentioned herein.
- (11) **SIGNS AND POSTERS:** **Permittee shall not do, or permit to be done upon said premises anything that will tend to injure, mar, or in any manner deface said premises, and will not drive or install, or permit to be driven or installed any nails, tacks, screws, staples, glue, hot-glue into, or on any part of the Convention Center, or any equipment on facilities, thereof. Permittee shall not post or exhibit, or allow to be posted or exhibited, any signs, advertisements, show bills, lithographs, posters, or cards of any description on any part of the premises of the Convention Center, except upon the regular billboards provided for such purposes by the Director. The Permittee will use, post, or exhibit only such signs, advertisements, show bills, lithographs, posters, or cards upon said billboards as relate to the performance, exhibition, or event to be given on the premises under his/her permit and as which meet the approval of the Director. Permittee shall not use helium balloons in the Convention Center due to the difficulty in removing such balloons from the ceiling of the Arena.**
- (12) **ENTERTAINMENT MORALS:** No performance, exhibition, or entertainment shall be given or held at the Convention Center which is illegal, indecent, or immoral, and should any exhibition or performance, or any part thereof, be deemed by the Director to be publicly offensive, the Director, on behalf of the County Administrator, may require that such portions of the exhibition or performance receiving criticism be, immediately, deleted or rewritten to extent necessary to remove the offensive character.
- (13) **SEATING CAPACITY:** Permittee shall not sell or distribute or permit to be sold or distributed, tickets or passes in excess of the seating capacity of the facility or facilities, hereinabove described. The sale of standing room space only is prohibited.
- (14) **CONCESSION SALES:** County reserves unto itself or its assigned agents the sole right to (a) sell or dispense programs, periodicals, books, magazines, newspapers, records, tapes, novelties, soft drinks, flowers, candies, food, or any related merchandise, commonly sold or dispensed in auditoriums; (b) operate the parking lots and check rooms; provided, however, that the Director may, in writing authorize Permittee to do any of the aforesaid upon such items as they may deem proper under the circumstance, subject to any provisions of any existing contracts in effect at this time.

- (15) **OBJECTIONABLE PERSONS:** Director also reserves the right to evict or cause to be evicted from the premises any objectionable person or persons; and neither Center, Director, or employees shall be liable to Permittee for any damages that may be sustained by Permittee.
- (16) **ADVERTISING:** Permittee shall not distribute or circulate or permit to be circulated any advertising matter or programs at the entrance to or in or about any part of the Center, except such advertising or programs as pertain to the immediate attraction for which this permit is granted.
- (17) **HANDLING FUNDS:** In the handling, control, custody, and keeping of funds, whether the same are received through the box office or otherwise, the Director is acting for accommodation of Permittee, and as to such funds, Director shall not be liable to Permittee, or to any other person or persons for any loss, theft, or defalcation thereof, whether such loss, theft, or defalcation caused or done by employee of Convention Center or otherwise. Nor shall any office or employee of Center be liable for any loss, theft, or defalcation of such funds, unless he willfully caused or permitted the same or unless it was proximately caused by his own gross negligence.
- (18) **BROADCASTING:** No performance or event presented in the Center shall be broadcast or televised, or in any manner recorded for reproduction without written consent of the Director, and then only upon the express condition that all expenses pertaining thereto will be paid in advance by Permittee.
- (19) **STORAGE:** In the receipt, handling, care, or custody of property, of any kind, shipped or otherwise delivered to the Center, either prior to, or subsequent to the use of the Center by Permittee, hereunder, the County and its agents, or employees shall act solely for the accommodation of Permittee, and neither County, nor its officers, or employees shall be liable for any loss, damage, or injury to such property.
- (20) **OBSTRUCTIONS:** No portion of the sidewalks, entries, passage, vestibules, hall, or ways of access to public utilities of the premises shall be obstructed or caused to be obstructed by Permittee or, to be used for any purpose other than ingress and egress to and from premises. The doors, stairways, or openings that reflect or admit light into any portion of the building, including hallways, corridors, passageways, radiators and house lighting attachments, shall, in no way, be obstructed by Permittee. The water closets and water apparatus shall not be used for any purpose other than that for which they are constructed, and no sweeping, rubbish, rags, papers, or other substances shall be thrown therein. Any damage resulting on account of any misuse of any portion, facility, or equipment of the Center, of whatsoever character, shall be paid for by Permittee.
- (21) **FLAMMABLE MATERIALS:** No flammable material such as bunting, tissue paper, crepe paper, etc., will be permitted to be used for decorations; and all materials used for decorative purposes must be treated with flame-proofing and approved by the Fire Department.
- (22) **UTILITY CONNECTIONS:** Unless otherwise authorized by the Director, all plumbing, electrical current, or domestic gas required for Permittee's use (excepting that required for heating and lighting) shall be done or furnished by County approved representatives, for which, Permittee shall pay County on basis of rates set forth in the schedule of rates on file in the office of the Director.
- (23) **EXHIBIT ENTRANCE:** All articles, exhibits, fixtures, materials, displays, shall be brought in to or out of the Center only at such entrances and exits as may be designated by Director.
- (24) **MOVIE PROJECTORS:** No moving picture machines or films in excess of 16mm size or any nitrocellulose film will be permitted in the Center, unless same shall have been first approved by the Director.
- (25) **BEVERAGES:** Permittee agrees that no alcohol will be sold or consumed on the premises without authorization from the Washington County Board of Supervisors.
- (26) **CONTROL OF BUILDING:** The Center and premises, including keys thereto, shall be, at all times, under the control of the Director, and he/she or other duly authorized representatives of the Center shall have the right to enter the premises at all times during the period covered by this permit. The entrances and exits of said premises shall be locked and unlocked at such times as may be required for Permittee's use of the Center, but Permittee, at his own expense, must at all times place proper watchmen at all entrances and exits when the same is unlocked.
- (27) **OPENING HOURS:** Permittee must open doors of his attraction as advertised, and no deviation will be allowed, unless approved by the Director.
- (28) **SCHEDULING:** Unless otherwise specified in writing, the Director shall be privileged to schedule other similar events, both before and after dates of this contract, without written permission from the Permittee.
- (29) **LOST ARTICLES:** The Director or his representative shall have the sole right to collect and have the custody of articles left in the Center by persons attending any performance, exhibition, or entertainment. Any person in Permittee's employ shall not collect nor interfere with collection or custody of such articles.
- (30) **HIGH RISK PERFORMANCES:** In accordance with Section 5 above, Director shall contract for Permittee and at Permittee's sole expense, authorized, uniformed personnel required especially for Permittee's scheduled event. The number of authorized, uniformed security personnel shall be left to the discretion of the Director with consideration to the number of people present and the type of exhibition or performance to be held. All guards and security services shall be payable in advance by Permittee to the Sheriff of Washington County, Mississippi, in cash, cashier's check or Bank certified funds.
- (31) **FIRE CODE:** The present fire code formula shall control the number of people to be allowed to occupy all areas in the Center.
- (32) **REFUNDS:** Only two-thirds of deposit refunds will be made to Permittee, the remaining one-third to be kept in County funds.
- (33) **EMERGENCY SHELTER:** The Center is an emergency shelter, and if an emergency should occur, the emergency will take precedence over any scheduled event.

DATED AT GREENVILLE, MISSISSIPPI 2013

ACCEPTED, THIS THE.....DAY OF 2013

ByPERMITTEE

ByBOOKING MANAGER