

**Scott County/Forest Coliseum**  
**151 Erle Johnston Drive**  
**Forest, MS. 39074**  
**601-469-2928**

4-5-2021

**THIS CONTRACT** entered into on this the \_\_\_\_\_ day of \_\_\_\_\_,  
between **Scott County/Forest Coliseum**, and hereinafter "Promoter".

**DESCRIPTION:**

Purpose for which the facility is to be used: \_\_\_\_\_

Contact information of the promoter:

A. Mailing address \_\_\_\_\_

B. Physical Address \_\_\_\_\_

C. Telephone number \_\_\_\_\_

D. Cell phone number \_\_\_\_\_

E. E-mail address \_\_\_\_\_

F. Tax ID number \_\_\_\_\_

G. Social Security Number with picture verification \_\_\_\_\_

Type of event: \_\_\_\_\_

Starting Date and Time of event: \_\_\_\_\_

Ending Date and Time of event: \_\_\_\_\_

Move in and move out time of event: \_\_\_\_\_

# PAYMENT TERMS FOR COLISEUM

## **BUILDING AND GROUNDS:**

- A. One Day Event **with** air conditioner or heat- \$1,000 per any part of a 24 hour period or 10% of gross ticket receipts after sales tax (whichever is greater) \$500 deposit required with contract; balance due at end of event
- B. Two Day Event **with** air conditioner or heat - \$900 per any part of a 24 hour period, total of \$1,800 for 48 hours or 10% of gross ticket receipts after sales tax (whichever is greater) \$500 deposit required with contract; balance due at end of event
- C. Three Day Event **with** air conditioner or heat - \$800 per any part of a 24 hour period, total of \$2,400. If longer than 72 hours, an additional \$800 per any part of a 24 hour period thereafter or 10% of gross ticket receipts after sales tax (whichever is greater) \$500 deposit required with contract; balance due at end of event
- D. One Day Event **without** air conditioner or heating \$750 per any part of a 24 hour period or 10% of gross ticket receipts after sales tax (whichever is greater) \$250 deposit required with contract; balance due at end of event
- E. One Day Agricultural Event **without** air conditioner or heating or **any setup requirements**- \$500 per any part of a 24 hour period or 10% of gross ticket receipts after sales tax (whichever is greater) \$250 deposit required with contract; balance due at end of event (Agricultural Event is classified as an event that will require horse stalls)
- F. One Day Event Outside Grounds only \$500 per any part of a 24 hour period or 10% of gross ticket receipts after sales tax (whichever is greater) \$250 deposit required with contract; balance due at end of event
- G. Non-agricultural Events (Concerts, Car Show, Etc.) - \$1500 per any part of a 24 hour period or 10% of gross ticket receipts after sales tax (whichever is greater); \$500 deposit required with contract; balance due 48 hours prior to event. For alcohol to be allowed inside the coliseum there is an additional \$5,000 fee and a temporary beer permit is required from the State of Mississippi.

## **HORSE STALLS:**

- A. \$10.00 per day for any part of a 24 hour period
- B. 4 complimentary horse stalls per event

SHAVINGS MUST BE PURCHASED FROM THE COLISEUM. A MINIMUM OF ONE BAG PER STALL IS REQUIRED.

## **RECREATIONAL VEHICLES/LIVING QUARTER HORSE TRAILERS:**

- A. \$20.00 per any part of a 24 hour period not to exceed 7 days
- B. 4 complimentary RV or Living Quarter Horse Trailer hook-ups per event

**DEFAULT:**

- A. Termination of contract and forfeiture of deposit will result for violation of any terms of this contract.
- B. Should Promoter default in the performance of any of the terms and conditions of this contract, Scott County/Forest Coliseum, will terminate the contract. Any deposit paid to the facility shall be retained by Coliseum, and shall be considered as payment of liquidated damages.

**INSURANCE:**

Promoter shall provide (not less than 30 days prior to the event) a certificate of general liability insurance issued by a company authorized to do business in the State of Mississippi. Liability insurance shall have limits at least in the following amounts:

- A. \$1,000,000 for all claims arising out of a single accident or occurrence
- B. \$300,000 for claims on any one person arising out of a single accident
- C. \$100,000 for property damage; the term of such coverage to coincide with the dates of this agreement including move-in and move-out
- D. \$10,000 medical payments

Certificates of Insurance showing the **Scott County/Forest Coliseum** named as additional insured in said policy of liability insurance.

**INDEMNITY:**

Promoter agrees to indemnify, defend and hold harmless, the Scott County Forest Coliseum from and against any demands, claims, suits, actions, or Liabilities including reasonable attorney fees, resulting from injuries or death To any person or property loss by Promoter, the Scott County/Forest Coliseum, and Scott County/Forest Coliseum Board or to any other person or entity, arising out of or resulting from the use of the rented facility, or space therein, by Promoter, its agents, employees, successors or invites.

**NON-ASSIGNMENT:**

Promoter will not transfer or sub-let this contract without written approval of the Scott County/Forest Coliseum Board.

**PAYMENT FOR DAMAGES:**

Promoter agrees to pay actual costs of repair for any damages which may have occurred during the use of the facility. Estimated damages will be paid at the conclusion of the event.

**EVENT REQUIREMENTS:**

Promoter shall provide a full list of services required 30 days prior to the event for the successful production of the event.

Additional set –ups will be at a cost of \$20.00 per hour labor and \$20.00 per hour equipment cost not to exceed \$200.00 per day.

Additional use of electricity will be a cost of \$135.00 per hour.

**CONCESSIONS:**

- A. A Serve-Safe Certificate is required by one-person from group providing concessions before the show.
- B. \$100.00 deposit for use of concession refundable on proper cleaning is required.
- C. Payment of 20% of gross sales after sales taxes or \$250.00 whichever is greater.

The Coliseum can provide all Concessions.

**VENDORS:**

- A. On Events sponsored by the Coliseum a \$50.00 fee for each vendor space will be required.
- B. All vendors must have the promoter’s permission in writing to sell any merchandise.
- C. Scott County/ Forest Coliseum reserves the right of refusal to allow the sale of any merchandise outlawed by the laws and ordinances of the State of MS and the City of Forest.

**TICKETS:**

Scott County/Forest Coliseum will be listed as an outlet for ticket sales. The Promoter can use the existing box office to sale tickets at the time the doors will open for the event.

The Promoter will provide 25 Complimentary tickets as a number consistent with good practice. Promoter will honor all VIP passes from the Coliseum.

**RETURN OF CONTRACT:**

Scott County/Forest Coliseum reserves the right to void this Contract if the following items are not returned to this facility 30 days prior to the date of the event: 1. Properly Signed Contract, 2. Deposit, 3. List of Services Required and 4. Proof of Insurance

**SECURITY ARRANGEMENTS AND REQUIREMENTS:**

Arrangements for adequate security of persons and property as well as traffic control will be the responsibility of the Promoter. The Promoter will directly pay to the person or entity providing this service for the rental period at the facility.

**The renter is responsible for the conduct and actions of all persons who attend the event for which the facility is rented. The Coliseum Director has the authority to shut down any event when the behavior of attendees is unacceptable or a safety concern arises (ie fights, unruly behavior, behavior contrary to public standards, etc.). There will not be a refund of any of the rental fees.**

**In the event of inclement weather, the Coliseum Director has the authority to shut down the facility, if the inclement weather would affect the staff or attendees safety. Refund of rental fees will be pro-rated.**

**The Coliseum is an emergency facility for the Mississippi Power Company and Mississippi Department Board of Health.**

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Scott County/Forest Coliseum Is an Alcohol-Free, Drug-Free, and Smoke-Free Facility.

There Will Be No Firearms Allowed On The Premises Of The Scott County/Forest Coliseum

All Advertising Will Be Approved By Coliseum Manager Before Any Advertising to the Public Begins

There Will Be No Ads Or Banner Space Sold For Political Advertising On The Premises Of The Scott County/Forest Coliseum. The Facility Is A Joint Ownership By The Scott County Board Of Supervisors And The City Of Forest; Therefore A Government Entity And Will Not Be Involved In Political Promotions.

Contract Binding Upon Execution by Scott County/Forest Coliseum Manager and or Coliseum Board President in Witness Whereof the Parties Have Executed This Contract

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**SCOTT COUNTY/FOREST COLISEUM:**

**DATE \_\_\_\_\_ BY \_\_\_\_\_  
OPERATIONS MANAGER / COLISEUM BOARD PRESIDENT**

**PROMOTER:**

**DATE \_\_\_\_\_ BY \_\_\_\_\_  
SHOW PROMOTER / PRESIDENT**