



**CITY OF BILOXI  
COMMUNITY DEVELOPMENT DEPARTMENT  
MUSEUMS SECTION  
RENTAL PERMIT AGREEMENT AND POLICY**

PERSON REQUESTING PERMIT \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ ST \_\_\_\_\_ ZIP \_\_\_\_\_

PHONE – HOME \_\_\_\_\_ WORK \_\_\_\_\_ CELL \_\_\_\_\_

PROPERTY \_\_\_\_\_

# OF PARTICIPANTS EXPECTED \_\_\_\_\_ TENTS

TYPE OF EVENT \_\_\_\_\_ # TENTS \_\_\_\_\_

DATE OF EVENT \_\_\_\_\_ DIMENSIONS \_\_\_\_\_

SET-UP TIME \_\_\_\_\_ CITY TENT (Y/N) \_\_\_\_\_

START TIME \_\_\_\_\_ OTHER \_\_\_\_\_

CLOSE TIME \_\_\_\_\_ SOURCE \_\_\_\_\_

TENT PERMIT

OBTAINED (Y/N) \_\_\_\_\_

The Old Brick House and the Magnolia Hotel (houses the Mardi Gras Museum) are museums owned and operated by the City of Biloxi. These museums are available to the public for functions that are consistent with the general goals and purposes of the City of Biloxi.

Old Brick House	622 Bayview Ave.	Biloxi, MS 39530	228 435-6121
Magnolia Hotel	119 Rue Magnolia	Biloxi, MS 39530	228 435-6803

Information on renting museums can be obtained by contacting the Museums Division, located in the Community Development Building at 676 Dr. Martin Luther King Jr Blvd.

Phone 228 435-6244

Fax 228 435-6188

Website: <http://biloxi.ms.us>

Mailing address P.O. Box 508

Biloxi, MS 39533

## **RENTAL OF MUSEUMS**

1. Requests to rent museums are considered in order of receipt.
2. Date will be confirmed with payment of deposit and confirmation of Police & Fire coverage.

## **PERMIT HOLDER RESPONSIBILITIES**

1. The Permit Holder must be present during the function or designate a person in charge
2. Permits for groups composed of minors will only be issued to adults (parents, guardians or teachers) who accept responsibility for supervising them throughout the function.
3. Children attending functions must be accompanied by an adult. The Permit Holder is responsible for children at all times.
4. Permit Holder is solely responsible and answerable for all damages, and any all accidents or injuries to persons or property. If the museum is left in good condition with no damages the deposit will be refunded within eight to twelve weeks after the function. Any damages will be deducted from the deposit. If the damages exceed the deposit, the permit holder will be billed for additional expenses. In addition to creating a legal obligation to pay the additional expenses, failure to pay these damages will jeopardize the permit holder's ability to rent from the City of Biloxi in the future.

## **HOUSE MANAGER**

1. The museum will be supervised by a House Manager during the function. The House Manager has the authority to enforce the rental policy.
2. The House manager has the authority to close any function that, in the House Manager's opinion, will cause damage to the museum or endanger guests.
3. Control of lights, thermostats and other equipment and locking and unlocking doors is the responsibility of the House Manager.

## **HOURS**

1. The museums are open to the public from 10:00 a.m. until 4:00 p.m. Monday through Saturday.
2. No one is to arrive prior to the scheduled time arranged with the House Manager.
3. The function shall end at the time specified on the permit. All activities, including clean up shall conclude by 11:00 p.m. A penalty of \$50 will be assessed for each hour or part of hour for activities continuing past 11:00 p.m.

**CLEAN UP**

1. Museums and grounds must be left in the condition they were found. The House Manager will review clean up procedures with Permit Holder prior to function. The House manager will review clean up following function and apprise Permit Holder of any deficiencies that will result in the withholding of damage deposit.
2. If the Permit Holder does not wish to be responsible for clean up, the City of Biloxi will arrange for a cleaning service to come after the function at the Permit Holder's expense.
3. Tables and chairs may be available for use without charge. Permit Holder is solely responsible for setting up tables and chairs and returning them to storage. Additional chairs are responsibility of Permit Holder.
4. Available tables and chairs:

Old Brick House	1 table	25 chairs
Magnolia Hotel	2 tables	10 chairs

**CLEAN UP PROCEDURE**

1. Wipe all tables & chairs that were used & return to storage.
2. Sweep & mop buildings.
3. Clean kitchen.
4. Clean restroom facilities.
5. Pick up litter on grounds, sweep walkways if necessary.
6. Dispose of all trash in outside dumpster.

\_\_\_\_\_ I **AGREE** to assume responsibility for clean-up following function.  
**I understand all clean-up must be completed by 11:00 p.m.**

\_\_\_\_\_  
 Signature

\_\_\_\_\_ I waive responsibility for clean-up and agree to pay the City the expense of the cleaning service chosen by the City. I understand the City of Biloxi will arrange for a cleaning service to come after the function **at my expense.**

\_\_\_\_\_  
 Signature

## FOOD AND DRINK

1. Food and drink are allowed in Magnolia Hotel and Old Brick House but the Permit is responsible for any damage caused to furniture, equipments or exhibits.
2. Permit Holder shall discuss any plans to serve food in Magnolia Hotel and Old Brick House with House Manager prior to function. All decisions regarding food and drink shall be made by the City of Biloxi.
3. Fees include the privilege of using available kitchen facilities:  
Old Brick House-sink, refrigerator, ice maker, convection oven, and warming drawer  
Magnolia Hotel-none
4. Bars are not allowed in museums. Bars may be set up on porches. Glass containers of any kind must be kept in kitchen or behind the bar.

## HOUSE RULES

1. Smoking is not permitted in buildings.
2. Horseshoes or games damaging to lawns are not permitted.
3. Gambling in any form is prohibited.
4. Occupancy load:  
Old Brick House                      99 in building                      53 on porch  
Magnolia Hotel                      80 in building                      56 on porch
5. It is the responsibility of the Permit Holder to comply with the occupancy load. If the Permit Holder does not comply with the occupancy load policy, the function will be shut down by security and the possibility of renting other City of Biloxi facilities will be jeopardized.
6. Function with over 300 guests will require additional restroom facilities at the Permit Holder's expense.

## CANCELLATION

1. If the Permit Holder cancels the function with the City of Biloxi 60 days prior to scheduled function, 100% of the deposit will be refunded.
2. Any deposit refund for cancellation within 60 days of scheduled function is at the sole discretion of the Director of Community Development.
3. The City of Biloxi reserves the right to cancel any function due to natural disasters, including, but not limited to, hurricanes, tornadoes and flood warnings.
4. The Permit Holder is responsible for contacting the Fire Department at least 72 hours in advance of the event date to cancel. If the Fire department is not notified 72 hours prior to the event, the deposit will be used to pay for the Fire Guard contract amount. The contact number is (228) 435-6209.

## DECORATIONS

1. Materials used for decorations must not be attached in a manner that will harm buildings.
2. Throwing rice is not permitted. Birdseed and flower petals may be used.
3. In addition to compliance with all other laws, codes, and ordinances, the Permit Holder agrees to comply with the following City Fire Ordinance:  
“That any material used for display or decoration in City facilities be confirmed as fire retardant.” In addition, the Biloxi Fire Department may require a letter of certification from the manufacturer of said items.

## RENTAL FEES

1. Deposit is required at time of reservation. Rental fees are due two weeks prior to function.

Deposit	\$250
Rental	\$200 plus \$20.00 per hour for staff support
Set-up and Rehearsal	\$20 per hour or part of hour with a 2 hour minimum. (Set up prior to scheduled date, subject to museum availability)
Penalty for activities Continuing past 11:00 p.m.	\$50 per hour or part of hour

**SECURITY AND FIRE**

1. The City of Biloxi Fire and Police Departments will determine the number of officers and fire fighter required. The rental agreement will not be finalized and the function date will not be guaranteed, even with deposit, until the security and fire guard arrangements are made and the required documentation has been returned to Museums Division
2. Fire Fighter and Police Officer are required to be at the museum thirty minutes prior to the start of function and remain until all participants have left function.

**SECURITY & FIRE**

Security will be provided by the Biloxi Police Department. Renters must complete the attached Security Agreement and return it with this rental agreement. The renter will be contacted by the Police Department to confirm the security arrangements and make arrangements for payment of the required fees.

I will contact the City of Biloxi Fire Department Fire Prevention Office, 435-6209, to make arrangements for a fire guard to be at city museums\*.

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Signature

\*The rental agreement will not be finalized and the function date will not be guaranteed, even with deposit, until the security and fire arrangements are made and the required documentation has been returned to the Museums Division.

**ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

We (I), the \_\_\_\_\_, as part of the \_\_\_\_\_  
[Member, partner, owner] [Group, organization]

In consideration for renting, leasing or otherwise using the facility, agree to assume full responsibility and liability for and all risk of loss by theft, vandalism, destruction, or otherwise, of any and all items of personal property belonging to the organization, group or members thereof while in and about said facility, regardless of whether or not said loss relates to, or arises out of, the use of said facility and, in addition, the said organization or group agrees to indemnify and hold the City of Biloxi, its agents and servants, and employees harmless from and against all claims and expenses for same, including attorney fees.

This the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness

**PERSON REQUESTING PERMIT AGREES:**

1. To personally accept responsibility for any damages don to the property or equipment by persons attending function.
2. To maintain order and control over persons attending function.
3. To abide by all policies and procedures of the Biloxi Community Development Department and its appropriate staff as directed by the contents of the City of Biloxi Museums Section Rental Policy.
4. Failure to comply with all the terms of the aforementioned policy as well as any violation of federal, state or municipal law will result in the cancellation of this permit and will jeopardize any future permit grants for this or any other city property.

I hereby agree that I have read and understand all policies governing the use of the above stated property.

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
City of Biloxi Date

**OFFICE USE ONLY**

Deposit Fee \_\_\_\_\_ Receipt \_\_\_\_\_ Date \_\_\_\_\_  
Rental Fee \_\_\_\_\_ Receipt \_\_\_\_\_ Date \_\_\_\_\_



*Police Department*  
John B. Miller, Director

## **Biloxi Police Department Security Information Sheet**

It is mandatory by City of Biloxi Code of Ordinances that Biloxi Police personnel be present at functions held at City facilities. It is the responsibility of the Police Department to assign the necessary Police personnel based on the function. Security is required from the starting time to closing time.

The cost required is as follows:

**Police Personnel                      \$25.00 per hour                      (3 hour minimum)                      per officer**

The security cost will be paid directly to the assigned personnel who are assigned to the function at the beginning of the event on the day of the event.

In order to ensure that your security detail is established in a timely manner, you will need to do the following:

1. Ensure that form "BPD Security Form-001" is properly filled out.
2. Form then is to be signed by a City of Biloxi official who is establishing the contract.
3. It will then be your responsibility to follow up with a phone call to the Biloxi Police Department Patrol Operations Office at 228-435-6124 where payment arrangements and officer assignments will be finalized.

**Signing below means you are aware that you will not be allowed in the facility (on the date booked) if security for Police arrangements are not made. A copy of arrangements must be on file with the Recreation Department and the Police Department. It is not the responsibility of the museums management to arrange security. If you should cancel your event with the Parks and Recreation Department, you must call the Police Department (228-435-6124) to cancel or you will be billed if security shows up to a cancelled event. It is not the responsibility of the Parks and Recreation Department to cancel security arrangements.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## Security Arrangements for City Facilities & Events

Biloxi Police Department  
170 Porter Avenue  
Biloxi, MS 39530  
228-435-6124

A request has been made for security provided by the Biloxi Police Department for the use of the

By: Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email \_\_\_\_\_

Event Date: \_\_\_\_\_

Doors

Open: \_\_\_\_\_

Close: \_\_\_\_\_

Type of Function: \_\_\_\_\_

\_\_\_\_\_ Total number of individuals (total occupancy) expected to attend the function

\_\_\_\_\_ Alcohol Served (beer/wine)

Other considerations: \_\_\_\_\_

\_\_\_\_\_ Number of Police Officers Requested

\_\_\_\_\_ Number of Police Units Requested

Officer(s) need to  
arrive at: \_\_\_\_\_

And depart at: \_\_\_\_\_

Total Hours: \_\_\_\_\_

**There is a three hour minimum on all events.**

Fees:

\$ \_\_\_\_\_ (\$25.00 per hour per officer)

\$ \_\_\_\_\_ (\$10.00 per hour per unit)

Officers are to be paid the day of the event upon officer's arrival before the event starts. If payment is not received, security will not be provided.

The Biloxi Police Department (228-435-6124) must be notified a minimum of two (2) business days prior to the function of any changes either in attendance or in the times of the event or if there is a cancellation of the function.

Applicant's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

COB Employee Signature: \_\_\_\_\_

Date: \_\_\_\_\_

BPD Employee Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Payment Rec'd: \_\_\_\_\_ Check # \_\_\_\_\_ Amount: \_\_\_\_\_