

OVERNIGHT FACILITIES AGREEMENT

ENTER AT YOUR OWN RISK- YOU AND YOUR GUESTS ENTER THESE PREMISES (BOGUE CHITTO WATER PARK PROPERTY) AT YOU OWN RISK. WE DO NOT ACCEPT RESPONSIBILITY FOR INJURIES TO PERSONS OR DAMAGE TO VEHICLES WHATSOEVER WHEN ENTERING THESE PREMISES.

SECTION 1: DEFINITIONS

- A. The Bogue Chitto Water Park: Hereinafter called the Park means any structure, pavilion, cabin, office, concession area, gift shop, grounds or other facility (including all paved and unpaved areas) located 1068 Dogwood Trail, McComb, MS 39648 under the jurisdiction of SRDA and Pike County.
- B. Park Staff: Employees of SRDA responsible for the day-to-day operations of the Park. Park Staff or an authorized representative is present during the use of the Park facilities or grounds and has access to all facilities and grounds at all times and is responsible for opening and closing the Park.
- C. Lease: As used herein means the written Rental Agreement issued to an applicant by the Park Management or its authorized representative for use of the Park or any portion thereof under the authority and condition as herein provided, including any amendment or supplement to such an agreement.
- D. Lessee: As used herein includes any person, association, public organization, partnership, company or corporation that is granted an agreement to use any part of the Park in accordance with these regulations. Person must be an adult (age 21).

SECTION 2: RIGHT TO ALTER REGULATIONS AND RENTAL RATES

SRDA reserves the right to change, alter, amend or cancel any or all of the regulations and rental rates contained herein at any time. SRDA reserves the right to cancel any reservation for the use of the Park due to local, state or federal emergency needs. A full refund will be given in this event. The user may not use the facility for any other than the stated purpose. Failure to comply can cause cancellation of the event and immediate removal from the Park.

SECTION 3: AUTHORITY

Violations of these regulations and rental rates or any portion thereof may result in cancellation of use of facility which may impact future use of facility. Lessee agrees to pay SRDA and/or Pike County for any damages that occur by the Lessee and/or their guests. The Bogue Chitto Water Park Management, hereinafter referred to as management shall have full responsibility for the operation of the Park. The management shall be authorized to enter into agreements subject to Sec. 2 (above). The right is reserved by the manager or other duly authorized representatives of SRDA or Pike County to enter the Park and all parts thereof at all times.

SECTION 4: RENTALS AND RENTAL AGREEMENT

- A. All rentals of the Park facilities will require a signed rental agreement between the Lessee and SRDA through its duly authorized representatives. No verbal agreements for the use of the Park will be valid. Agreements for Park facilities must be made and paid for a minimum of two (2) weeks prior to the event.
- B. A reservation for the Park will be considered confirmed only upon the receipt in the Park office of the appropriate fees for the designated rental. Upon arrival to the Park, a signed Lease Agreement must be executed before access to the park property is granted. Lease Agreements may be completed prior to the Lessee's arrival to expedite the Check In process. The transfer and receipt of funds from the Lessee to the BCWP does complete reservation process. At that time the Cancellation Policy goes into effect.
- C. Reservations for an event can be made no more than one (1) year in advance.

SECTION 5: RESERVATION INFORMATION- Rates and Cancellations

- A. Making Reservations:
 - a. Application must be made to SRDA.

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- b. In order to reserve a site, appropriate fees must be paid in full. No partial fees are allowed. The Lease Agreement must be completed upon arrival before access to the Park is granted. The Lease Agreement may be completed in advance to expedite the Check In process.
- c. A walk through of the rental area/space should be performed when arriving on site to ensure that there are no pre-existing damages. The rental area/space will be evaluated by the park staff following your stay to determine if any damages have occurred by the Lessee or their guests. The Lessee will be charged for the amount of any damages that occurred during their stay.
- d. Renters may stay up to 10 days under the “Overnight Facilities Lease Agreement”. Those wishing to stay longer must have their request approved by Park Management.

- B. Rates: (Two day minimum for Events, Holidays and Select Weekends: posted in office)
- 8 Person Cabin Rental \$125 per day (8 people maximum)
 - 4 Person Cabin Rental \$100 per day (4 people maximum; camper hookup allows for 4 added people)
 - Improved Camp Sites \$30 per day (4 people per site, \$5 for each additional person with a maximum of 6 individuals per site)
 - Regular Camp Sites \$25 each per day (4 people per site, \$5 for each additional person with a maximum of 6 people per site)
 - Primitive Camp Sites \$20 each per day (4 people per site, \$5 for each additional person With a maximum of 6 people per site)

In the event damages occur, the Lessee agrees to pay all costs associated with repair or maintenance associated there with.

- C. Cancellations:
- 45-day notice prior to your reservation: Cancellation fee of \$25 for cabins and \$10 for camp sites. Customer may choose a voucher instead of paying cancellation fee. Voucher good for 6 months from the date of cancellation. Must stay within the 6 months, not book the reservation within 6 months.
 - Less than 45 days prior to your reservation, but more than 14 days prior to the reservation: A non-transferrable voucher will be issued for the full rental, good for 6 months from the date of the cancellation. Must stay within the 6 months, not book the reservation within the 6 months.
 - Less than 14 days prior to your reservation: The customer will forfeit 50% of their reservation fee total. A non-transferrable voucher will be issued for the remaining balance, good for 6 months from the date of the cancellation. Must stay within the 6 months, not book the reservation within the 6 months.
 - A death or dire illness has occurred in the customer’s immediate family less than 14 days prior to the reservation: There will be a \$25 cancellation fee for each cabin unit reserved or \$10 cancellation fee for each campsite reserved. A voucher may be issued for the remaining balance; good for 6 months from the date of cancellation. Must stay within the 6 months, not book the reservation within the 6 months. A letter explaining the event and relation to the customer is required to be submitted to the park manager before voucher may be considered.
 - No Shows will be charged full rental charges for time reserved. No Refunds for holiday or event cancellations. Lose full amount of reservation. Camping is an outdoor experience. Therefore, we do not give refunds, rainchecks, or vouchers due to discomforts of Nature. There will also be no refunds or compensation for: Acts of God, Mother Nature, Acts of War or Government Agencies, Road Maintenance, Gas Shortages, Power Outages, Tv Service Outages or Water Outages, or other utility outages.
 - Upon a cancellation, eligible vouchers may be picked up at the park office or will be mailed back to the renter from Park Management within 30 days following the cancellation.
 - No Cancellations may occur or be eligible for vouchers or refunds after the Check In time.

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- D. NO ONE IS ALLOWED TO LEASE OR RESERVE THE PARK, PORTION OF THE PARK OR FACILITY WITHIN THE PARK FOR SOMEONE ELSE. IF YOU ARE CAUGHT DOING THIS, YOU WILL LOSE YOUR FEES AND MINIMUM OF TWO YEARS USE OF THE PARK.

SECTION 6: RENTAL HOURS

- A. Park Hours are: 9:00 a.m. to 6:00 p.m. May 1 – September 30. (Summer)
9:00 a.m. to 5:00 p.m. October 1- April 30. (Winter)
- B. Check In time for Cabins or RV/Camp sites is 2:00 p.m. Check Out is 11:00 a.m. the next day.
- C. Front gates will be closed at the close of business each day. Park Entry/Exit Access will be limited after close of business each day.
- D. Pavilion: 10:00 a.m. to 6:00 p.m. (Summer) 10:00 a.m. to 5:00 p.m. (Winter)
- E. Requests for early Check In or Check Out may be made in writing at the time the application is provided. Additional fee of \$10 may be required. Consideration for early Check In will only be considered if the times are available, staff is available and no other conflicts exist.
- F. There is a 10:00 p.m. curfew on the Park. Any activities taking place after 10:00 p.m. must cease unless permission is granted by Park Management. County noise ordinance will be enforced.
- G. The renter is responsible to be on site at all times during rental hours. If the renter cannot be there or if someone else is assisting with the event, that designee should be appointed, and their name(s) and contact information should be turned into the Park Management upon returning the lease agreement and paying all rental fees.
- H. The Park Management may shut down the entire park or parts of the park from time-to-time for renovations or maintenance. Park closures will be posted at the front office.

SECTION 7: CLEANING REQUIREMENTS

Lessee must clean up any and all trash and remove any equipment within the contract lease period; otherwise, additional fees may be charged. Lessee is responsible for cleanup of the facility similar to pre-event condition; otherwise, fees may be charged.

SECTION 8: FIRE & SAFETY REGULATIONS

Fire and Safety Regulations: Exits shall not be blocked or covered. Violations of these rules and regulations will result in removal from Park property.

- a. Absolutely no alcohol is allowed on Park property.
- b. No horseplay, practical jokes, etc.
- c. Use or possession of illegal, or controlled substances or a look-a-like and/or firearms of any kind is prohibited; violators will be prosecuted.
- d. No speeding or reckless use of vehicles or equipment will be permitted. Drivers must possess a valid driver's license to operate vehicles.
- e. ATVs not allowed in Park.
- f. Entry/Exit doors or gates may not be blocked with equipment, display materials, etc.
- g. Regular exit doors, walkways and fire extinguishers shall not be blocked.
- h. Marked fire lanes will be kept open at all times.
- i. No portions of the sidewalks, entries, walkways, passageways, doors, aisles, vestibules or other ways of access to utilities of the premises shall be permitted to be obstructed, nor shall any windows, ventilators or lighting fixtures be obstructed.

Fire Detection and Reporting System: If you discover a fire, contact the Park Staff on duty and call 911. The Park Administrative office becomes the command post in all emergency situations.

SECTION 9: EVENT SETUPS

- A. If the overnight stay is part of an event or activity within the Park, then any arrangements for event setup must be made with the Park Staff prior to the event.

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- B. Park staff will unlock and lock facilities before and after event.
- C. Access to the Park prior to the reservation time must be approved by Park Management. Requests for early Check In/Event Preparation or Late Check Out/Departure may be made in writing at the time the application is provided. Additional fees may be required. Consideration for early Check In will only be considered if the times are available, staff is available and no other conflicts exist.

SECTION 10: LIABILITY FOR LESSEE'S PROPERTY

Neither SRDA, nor its employees or representatives shall be liable for any lost, damaged or injury to property of any kind that is shipped or otherwise delivered to or stored in or on the premises. Property shall not be received until Lessee has made proper arrangements for receiving, handling, and storage of such materials with the Park management.

SECTION 11: OBSERVANCE OF LAWS AND REGULATIONS

The Lessee shall comply with all county, state and federal laws, and with regulations pertaining to the Park. Violations by the Lessee or its agents or employees may result in cancellation of the lease and/or discontinuation of use of the facility with forfeiture of fees and deposit.

PLEASE ADHERE TO THE FOLLOWING GUIDELINES AND PARK RULES:

Violation of any of these guidelines or rules may prohibit renter from having access to the park in the future or may lead to immediate expulsion from the park.

1. Keep all facilities, surrounding areas and green spaces clean and in a state of good repair.
2. Do not litter, especially with cigarette butts and food wrappers.
3. Be respectful of other guests in the park. No loud music at any time and be mindful of the amount of time you occupy a green space or playground area.
4. Report any safety concerns you may come across to park staff immediately.
5. Only ONE RV trailer or motor home will be permitted on each campsite.
6. The renter, when leaving their trailer or motor home, shall leave it in a manner that is ready to tow. Items affixed to the trailer or motor home as standard equipment and leveling devices may be left, however; all other personal belongings including but not limited to chairs, tables, lights, cook stoves, unfolded canopies, cars boats, and other equipment, must be removed when the site is occupied.
7. The renter shall not make any permanent additions to the leased site. Prohibited additions include but are not limited to, storage sheds, swings set, landscape plants, rocks, painted tires, planters, walks, windmills, fences, decks, flags, banners, signs, nameplates and any other item that indicates a permanent placement of the renter.
8. The responsibility of garbage collection and disposal belongs to the renter. The site must be maintained in a neat, clean and orderly manner at all times. Garbage bags may be purchased from the Park Office. A place to leave your garbage during your stay at the Park will be available if needed. Ask Park staff for the location of the garbage collection site or for assistance.
9. Camping and parking are only allowed in designated areas.
10. Renters and campers are responsible for extinguishing campfires after use.
11. Quiet hours are from 10:00 p.m. to 6:00 a.m. daily.
12. No persons under the age of 16 years are allowed in the park unless accompanied by an adult.
13. No abusive, boisterous, offensive language or behavior.
14. No alcoholic beverages allowed.
15. No cutting or defacing trees or shrubbery.
16. No hunting, firearms or fireworks.
17. Pets will not be left unattended at any times.
18. Pets must be kept on a leash and kept quiet at all times.
19. Renters are responsible for collecting and disposing of their pet's waste.
20. No ATV's (all-terrain vehicles) are allowed in the park.
21. No motorized vehicles are allowed on the trails.
22. Golf Carts must be preapproved by Park Management at the time the reservation request is being made. Approved Golf Carts in the park must stay on roads at all times. The Lessee is responsible for all actions,

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incidents, accidents involving their equipment in the park. Drivers of any golf cart must have a valid driver's license.

23. **NO SMOKING IS PERMITTED IN THE PARK CABINS, RESTROOMS, UNDER THE PAVILION OR IN ANY OTHER BUILDING/STRUCTURE. CIGARETTE BUTTS MUST BE FULLY EXTINGUISHED AND PLACED INTO A PROPER RECEPTACLE. LITTERING IN THE PARK MAY RESULT IN CANCELLATION OF YOUR EVENT OR REMOVAL FROM THE PARK. PLEASE NOTIFY GUESTS OF THIS REGULATION. A \$100 FEE WILL BE CHARGED TO THE LESSEE FOR VIOLATION OF THIS REGULATION.**

SECTION 12: OBJECTIONABLE CONDUCT

Any person at the Park whose conduct is disorderly or disruptive in one or more of the following respects, may be ejected from the premises by the Park staff on duty or any police officer:

- a. Intoxication;
- b. Use of abusive, indecent, profane or vulgar language;
- c. Making offensive gestures or displays;
- d. Abusing or threatening another person in an obviously offensive manner or fighting with another person;
- e. Making unreasonably loud noise;
- d. Vandalism.
- f. Indecent exposure, not appropriately dressed for public view.
- g. Littering
- h. Violation of any park rule, regulation or county/state law.

The Lessee for the event at which any such ejection occurs shall hold harmless, indemnify and defend SRDA and Pike County, its officers, agents and employees against any claim related to any such ejection.

Alcoholic beverages or illegal drugs of any type are not permitted in the park under any circumstances. The renter(s) is responsible for the actions of the participants and spectators as it pertains to the presence of alcohol or drugs. The renter is to ask violators to leave the park immediately and call for police assistance to enforce the Park rules or violations of any rules listed on this form. Failure to report violators will result in forfeiture of your fees and bar your right to reserve the Park in the future. (It is suggested that a gate attendant be present at all times to discourage attendees from bringing alcoholic beverages or drugs into the park and to report any violators to the renter, Park Staff and Sheriff's Department.) SRDA will press charges against violators that the police arrest for drinking and any other violations in the park. Uniformed and un-uniformed officers may be patrolling inside the park during your rental times. The Park staff may also be making site inspections to the rented facility to check on any renter agreement violations.

SECTION 13: ABANDONED EQUIPMENT OR ARTICLES

SRDA or Park Management shall not be held responsible for property left on the premises. Said articles shall remain on the Park premises for 7 days and then shall be deemed abandoned by the Lessee and may be disposed of by the Park Management. SRDA and Park Management assumes no responsibility for losses when such losses are caused by theft or disappearance. Property left on the premises that must be stored may result in additional fees and could bar your right to rent facility in the future.

SECTION 14: SOLICITATIONS

No Lessee shall solicit or collect donations/fees at the Park without the approval of Park Management.

SECTION 15: FOOD AND BEVERAGE SERVICE

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- A. No alcoholic beverage will be allowed in the Park. Fees will be forfeited for non-compliance as well as possible discontinuation of the event and bar your right to reserve the park in the future.
- B. The Park Management will not allow food and beverage to be sold at the facility without prior approval. All matters concerning food and beverage must be considered with Park Management.