



CITY OF BURNET PARKS AND RECREATION

Facility Rental Application and Agreement

512/756-6180

The City of Burnet, a home-rule City organized under the laws of Texas (the “City”) operates several facilities that are available to the public for community activities. This agreement will provide you with the information you need to determine which facility you need to rent as well as the requirements for each.

The City has the exclusive right to contract for use of the Facilities. Individuals or entities entering a rental agreement with the City for use of Facilities (the “Renter”) shall comply with and ensure all guests of the individual or entity comply with the following minimum requirements:

USAGE

The Facilities are provided for general usage. The City reserves the right to have final approval on all activities or events scheduled at the Facilities. The City reserves the right to designate hours that the Facilities are available for use and to remove any person or group failing to comply with the Rules. The City reserves the right to require security be provided at the renter’s or user’s expense.

CONDITIONS FOR USE

As a condition of use, the Renter shall be responsible for designating a responsible person(s) to supervise the Facilities rented and all persons permitted by Renter to be within the Facilities to adequately ensure:

- Supervision of any and all activities and guests of Renter.
- Before leaving the Facilities, ensure that all guests, members, employees, supervisors, staff, invitees and attendees that do not have special additional right to continue to use the Facilities, leave after each use.
- Any training required for supervisors, employees or staff of activities is sufficient to perform the tasks Renter assigns.
- Rules and regulations for the Facilities are enforced as to any and all guests, members, employees, supervisors, staff, invitees, or attendees of the Renter and any uncooperative persons or persons conducting themselves in a disruptive manner are removed from the premises immediately.
- Qualified personnel examine and inspect the Facilities and adjacent areas to be utilized for any premises defects, hazards or circumstances that may cause injury or be incompatible with the scheduled use of the Facilities prior to each use.
- Notify the Parks and Recreation Director, or designee, of the City verbally and in writing of any premise defect, hazard or hazardous condition or circumstances identified.
- No business is engaged in at the Facilities or performed in conjunction with Renter’s use that is a violation of an existing State, Federal Law or municipal ordinance or use the same in such a manner as to constitute a nuisance.
- No conveyance, assignment or other subcontracting of the Facilities is made to any person or entity without the express, written agreement of the City.
- Not permit, suffer or allow any activities of the Renter, Renter’s employees, members or guests to interfere with any other Facilities or users of other portions of the Facilities not rented by the Renter.
- Not permit any construction or alteration of any buildings or facilities which has not been expressly approved by the City.
- The City has a list of all officers and board members of Renter, if Renter is an entity.

CONCESSIONS

- The City reserves the right to sell concessions at all functions.
- If the Rental Agreement expressly provides the Renter the right to sell concessions, the Renter may sell concessions.

ALCOHOL

- No sales of alcoholic beverages are permitted on, in or at the Facilities.
- Renter shall ensure compliance with state law for the consumption of alcohol.
- Minors shall not be permitted, under any circumstances to consume alcohol on City premises.
- Renter shall remove or cause to be removed any person or group of persons not complying with state regulations as set forth by the Texas Alcohol and Beverage Commission.
- The City may from time-to-time adopt ordinances further regulating alcohol consumption on city premises, which Renter agrees to enforce all City and State regulations relating to alcohol distribution and consumption on the portion of the Facilities rented.
- Renter shall be held accountable for any act resulting from the consumption of alcohol within the portion of the Facilities rented.
- The City reserves the right to require additional security for any function serving alcohol.

CLOSURE

The City reserves the right to close all or any portion of Facilities, with or without notice. The City may inspect the rented Facilities prior to any event. The City is not required to have available staff to monitor the use of the rented Facilities. Renter shall be responsible for any damage resulting from use of the Facilities and other portions of the Facilities caused by use of Renter, Renter's members, or Renter's invitees.

- a. The Renter agrees to close any or all of the rented Facilities and notify the City immediately for the following reasons:
 - i. An environment that would create dangerous condition if the Facilities are used.
 - ii. Glass or other debris that could create a dangerous condition to users.
 - iii. The existence of a public health or safety issue requiring the Facilities to be closed in the interest of participant safety and/or preservation of Facility integrity.
 - iv. Other unforeseen circumstances making use of the Facilities unsafe to the public or likely to cause damage to the property or injury to persons.
 - v. Damage in excess of minor damage (minor damage being damage which is less than \$25.00 in cost to repair) must be reported immediately and all activities which may further damage the property must be ceased.
- b. It is the responsibility of Renter to inform participants, members and invitees of any closure decisions.

CANCELLATION

The City may cancel the use agreement at any time with or without notice and with or without cause. The Renter shall receive a full refund of the deposit as the sole remedy. The City shall not be responsible for any losses to the Renter as a result of the City terminating the use agreement or refusing to allow the use as reserved. Cancellation by the Renter shall result may result in a forfeiture of deposit as detailed above.

CITY'S RIGHTS AND DUTIES

The City agrees that for the sole consideration expressed herein, Renter shall have use of the Facilities above. The City shall not charge any additional rental or admission fees to Renter, Renter's representatives or Renter's invitees except fees and costs as provided in the Rental Agreement. The City reserves the right to refuse to allow any Renter, Renter's representative or invitee to conduct any activities at Facilities if the City determines that the individual has not followed the rules and regulations of Facilities or the conduct of the individual is unbecoming or otherwise inappropriate for the proper decorum of the Facilities.

FEES AND COSTS OF USAGE

The City shall have the right to review the costs of operating this Agreement, including electricity needs, water, sewer, garbage and maintenance costs and may make adjustments as approved by the City Council. The City Manager shall use best efforts to recommend any increases in fees during the annual budget for cost increases directly attributable to the operation and maintenance of the Facilities. The City shall notify Renter not later than October 31 of any increase in fees or costs. The City shall be reimbursed costs of damages to the Facilities

associated with Renter's use of the Facilities. Renter shall not be responsible for more than the actual costs of repairing any Facilities. Renter shall not be responsible for ordinary wear and tear and may object to any charges for damages. The City Manager shall have the right to make the final decision for any appeal from a decision to charge Renter for repair costs to the Facilities. The appeal must be made within 10 days of the decision to charge for damages to the City Manager. The City reserves the right to refuse to further rent the Facilities to any individual and any entity which has failed to reimburse the City for costs of damages or any portion of a rental fee.

INSURANCE

Renter may be required to provide general liability insurance of the type and amount deemed appropriate by the Parks and Recreation Director as a condition of a Rental Agreement. Failure to provide adequate insurance may be a cause of the City to reject an application for rental. Any function which is used for fund raising, charges admission, is advertised as a public function, would attract a crowd of interested observers will be required to furnish a liability insurance policy. Sports activities requiring membership to participate will also be required to furnish a liability insurance policy. A certificate of liability insurance shall name the City as an additional insured and be provided 10 days in advance of a scheduled event. Minor events such as family reunions picnics, etc., do not require liability insurance unless open to the public.

NOTICES

Any notice required due to a defect or dangerous conditions shall be immediately provided to the City's Recreational Department Director, or designee. Renter shall provide the City with a written itemization of any damage resulting from Renter's use, including the activities of any guests, members, invitees, officers, employees, representatives, officers, directors or other agent of Renter, within 24 hours of the damage. Notice shall be mailed or hand delivered within 24 hours.

IMMUNITY

The facilities rented are recreational in nature. THE CITY'S IMMUNITY FROM SUIT AND DAMAGES INCLUDES SPECIFIC IMMUNITY FOR RECREATIONAL ACTIVITY, AS WELL AS OTHER GOVERNMENTAL IMMUNITY. The Renter, for itself, its officer, directors, agents, representatives, employees, members, visitors, contractors and subcontractors waives any further notice and shall as it deems appropriate notified and share the information concerning the City's immunity from suit and/or damages found in the Civil Practices and Remedies Code Chapter 75 and 101, as well as other common law and other statutory provisions. USE OF THE FACILITIES AND/OR RENTAL OF THE FACILITIES IN NO MANNER IS INTENDED BY THE CITY TO REDUCE, MODIFY OR OTHERWISE ABROGATE ANY FORM THE CITY'S IMMUNITY FROM SUIT OR DAMAGES. Renter agrees to take the premises "as is" and "where is" with all latent and patent defects. Renter shall exercise due caution and care to ensure the premises rented are in safe condition at all times.

INDEMNITY

Renter, its officers, directors, agents and representatives, agree, to the fullest extent permitted by law, to indemnify and hold harmless the City and its officers, directors, agents, employees and representatives from and against all liability for any and all claims, suits, demands, and/or actions arising from or based upon intentional or negligent acts or omissions on the part of Renter, its officers, directors, agents, representatives, employees, members, visitors, contractors and subcontractors which may arise out of or result from Renter's occupancy or use of the Facilities and/or activities conducted in connection with or incidental to the Rental Agreement. Renter shall also indemnify City and its officers, directors, agents, representatives and employees against any and all mechanic's and materialmen's liens or any other types of liens imposed upon the Facilities arising as a result of Renter's conduct or activity. This indemnity provision shall apply regardless of the nature of the injury or harm alleged, whether for injury or death to persons or damage to property, and whether such claims are alleged as common law, statutory or constitutional claims, or otherwise. And, this indemnity provision shall apply whether the basis for claims, suit, demand, and/or action may be attributable in whole or in part to Renter, or to any of

its agents, representatives, employees, members, visitors, contractors, and subcontractors, or to anyone directly or indirectly employed by any of them.

TEXAS LAW GOVERNS

The Rental Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Burnet County, Texas. Venue shall lie exclusively in Burnet County, Texas.

RESERVATION POLICIES

- Reservations are taken on a first paid, first served basis, and are not confirmed until the required deposit(s) is paid. The City reserves the right to establish annually renewed reservations for major events.
- Deposits and rentals must be paid separately.
- You must be at least 18 years of age to rent any facility.
- The City of Burnet accepts cash, money orders, cashier's check, or credit card as form of payment.
- Rentals must be paid no later than 24 hours from the time of the event.
- Reservations of Facilities must specify the times needed and which area is to be utilized to allow for more than one event to be held at Facilities. The City reserves the right to refuse any request for reservation of all or any portion of Facilities.
- The City reserves the right to cancel any event in which untrue information was given and/or if the event is felt to be detrimental to the operation of the Facilities and/or contrary to the rules and regulations governing the use of the Facilities or any City facility.

GENERAL RULES

- Clean up is done the day/night of the event. Scrubbing of the floors will be done by City staff.
- Music must be turned off by 1:00 am.
- All personal property must be removed at the time of clean-up.
- Non-profit includes 501 (c)(3) corporations, governmental entities, volunteer groups who are able to provide documentation of non-profit intent or status.
- Damage to the floors due to setup by the renter may result in forfeiture of the deposit.
- Renters are responsible for general cleanup of the facility (placement of all left over food, garbage and unrecoverable decorations into trash bags and placed in the outside bins.)
- Renters are responsible for set up and take down of tables and chairs. The Parks Department will set up and take down the stage and/or dance floor if rental includes those items.
- Decorations must be done within the rented time and removed upon the end of the event.
- DO NOT attach anything to the acoustical panels or railings.
- Renters are responsible for kitchen clean up. (DO NOT SCOUR GRILL.)
- The City is not responsible for items left in the Facilities.
- Renters are responsible for the behavior of all attendees.
- Candles or open flames must be approved by the Fire Marshal.

DEPOSIT POLICIES

In addition to the rental fees, all rental groups will be charged a separate security deposit for each rental. The deposit covers damage and clean up of the facility.

Automatic forfeiture of the deposit will occur under the following conditions:

- Building is left unsecured (unlocked).
- Key is not returned.
- Smoking in the building.
- Use of fog/smoke machines.
- Use of rice, birdseeds, glitter, confetti, dance wax, corn meal or other substances.
- Alcohol being present in the building without proper security present.
- Setting off false fire alarms (which is illegal and criminal charges may be filed).
- Disturbance of the peace (playing music too loud, honking horns, unruly behavior which disturbs neighbors, etc.)
- Damage to the facility itself, equipment, furnishings, or decorations including damage from the attachment of banners, posters, streamers, signs, etc.
- Excess trash left in the building or on the property.
- Failure to clean up the facility by the designated time.
- The required summoning of additional police officers due to the behavior of the participants.

DEPOSIT REFUNDS

Long term cancellation: Cancellation prior to 30 days from date of event shall be refunded at 50%.

Short term cancellation: Cancellation within 30 days of the event is non-refundable.

Unless made within one week of the original reservation date, changes to long term reservations will be treated as a cancellation.

ACCEPTANCE

The City reserves the right to amend the rules and regulations at any time with or without notice. Renter agrees to request updated rules and regulations prior to each use and comply with the current rules and regulations applicable at the time of use. The City of Burnet does not discriminate on the basis of race, religion, sex, or national origin. City of Burnet facilities may not be used for discriminatory, immoral, or illegal purposes.

Special Conditions:

Included below are any special additional terms of this agreement or any special conditions or understanding of the terms of use (attach additional page if necessary):

The responsible person must be a minimum of 18 years of age. The City reserves the right to require additional proof of responsibility for non-standard rentals. The responsible person will be held accountable to the City Council for compliance with the outlined regulations and any other considerations that may be applicable. Sponsoring organizations, groups or individuals reserving the Facilities to sponsor any activity will be held as the liable party. The City is not responsible for any property losses or personal injuries suffered by the organization, group or individual attending any function at the Facilities. Also, noted, that the City is not responsible, but that the entity or individual entering into the agreement for use of the Facilities may be responsible for any and all accident, injury or damage occurring at the Facility or in route to and/or from the Facilities, that are resulting from the consumption of alcohol at the Facilities. The Renter may be obligated to provide insurance. Teenage activities must have adult(s) present inside any building and also monitoring parking lot area and outside buildings.

FACILITY RENTAL AGREEMENT

Facility Requested :

GHRC Main Gym _____ GHRC Pool _____ GHRC Splash Park _____ Community Center _____

Name of group or person renting facilities ("Renter"): _____

Responsible Person (for payments and compliance): _____ DL# _____

Billing Address: _____ City: _____ St: _____ Zip: _____

Home Phone: _____ Work Phone: _____ Cell Phone: _____

Contact Person (if different from above) : _____ Phone: _____

Date(s) of Rental (list each on additional page if necessary): _____

Beginning Time: _____ Ending Time: _____ (For purposes of this agreement a day shall be from 6AM until 5:59AM the following morning.)

Function (describe number of persons and the activities proposed, include an additional page with description if necessary): _____

Will alcohol be served: No Yes If yes, who will provide security? _____

The City of Burnet Police Department requires that an officer be present at all times when alcohol is on the premise (see attached form from the Burnet Police Department). Contact the City of Burnet Police Department for detailed information regarding your event at 512-756-6404. We have the right to shut down your event if no security is present.

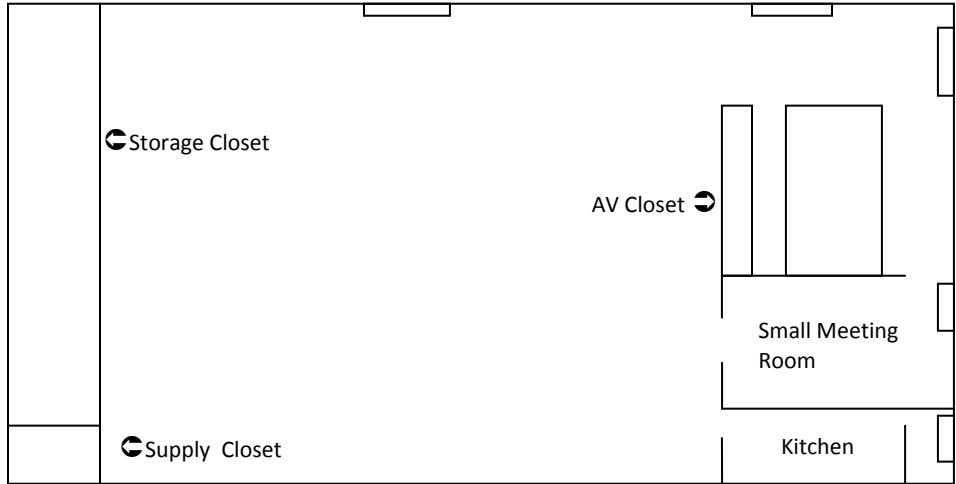
For after-hours maintenance issues during your event please contact Randy Longoria, Parks Superintendent, at 830-613-6663.

BY SIGNING BELOW, I HEREBY AGREE THAT I HAVE RECEIVED A COPY OF THE RULES AND REGULATIONS WHICH ARE INCORPORATED HEREIN AS THOUGH FULLY TRANSCRIBED HEREIN. I AGREE THAT I SHALL INDEMNIFY AND HOLD THE CITY HARMLESS AS PROVIDED IN THE RULES AND REGULATIONS. I have read and understand the rules and regulations for the use of the Facility and agree with the conditions for use found in this agreement and the rules and regulations as amended including the return of the deposit policy. I assume all responsibility for the condition of the Facility and agree with the conditions for use and for the return of my deposit.

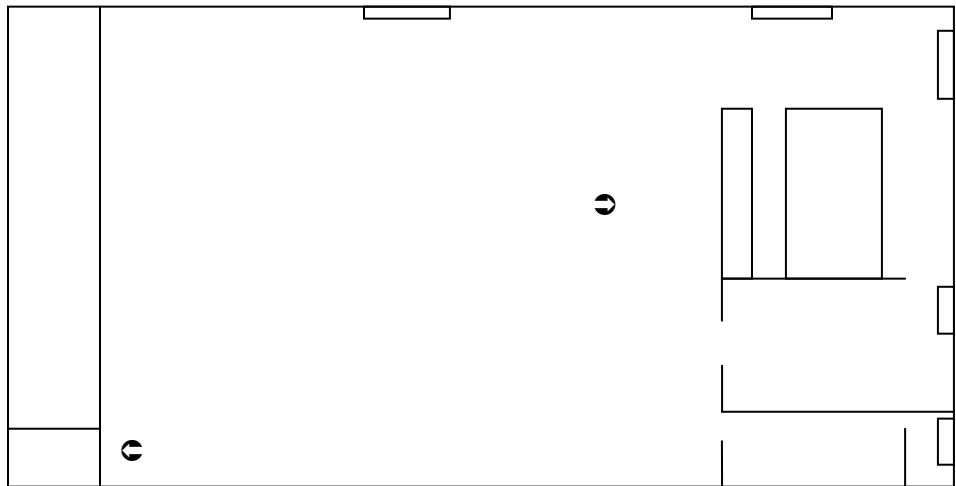
Signature (Responsible Person)

Date

**Specify Stage/Dance Floor Arrangement:
Community Center:**



GHRC:



Inventory: Please specify your needs for your event:

Chairs (400) - # needed _____ 8' rec. tables (32) - # needed _____
 6' rec. tables (60) - # needed _____ 6' round tables (24) - # needed _____

For Office Use Only:

Deposit Amount: \$ _____ Date Paid: _____
 Rental Amount: \$ _____ Date Paid: _____
 Date Keys Picked Up: _____ Date Keys Returned: _____
 After Event Inspected By: _____ Date: _____
 Condition: _____
 Check Request Refund Sent: _____ (date) _____ initials
 Insurance Required? _____ Copy attached No Yes
 Additional Damage Fees: \$ _____ Date Paid: _____

RENTAL FACILITIES FEE SCHEDULE

Galloway-Hammond						
Facility			Amenities	Group Size	Rental Fee	Deposit
Swimming Pool/Splash Park: Non-Exclusive Rental			Pool or Splash Park parties (2 hours) - use of bathrooms with showers included. Splash park limit is 50 people.	1-25 swimmers	\$75	\$75
				26-50 swimmers	\$125	\$125
				51-100 swimmers	\$200	\$200
				101+ swimmers	\$300	\$300
Swimming Pool/Splash Park: Exclusive Rental			Pool or Splash Park parties– includes use of bathrooms with showers. ½ day standard rate: ½ day non-profit (501-3C) rate: Full day standard rate: Full day non-profit rate:		\$500	\$250
					\$250	\$175
					\$500	\$500
					\$250	\$250
GHRC Gym Main Floor			4 hour minimum use, Gymnasium facility, tables and chairs included in rental. Specify setup requirements with request. Alcohol Deposit (in addition to reg. deposit)	485 Dining / 999 Auditorium	\$2,000/day (standard rate)	\$1,000
					\$1,000/day (non-profit rate)	\$1,000
					\$1,000	\$1,000
GHRC Aerobics Room			Recreational activities only. Upstairs in GHRC. Elevator. Must provide a discounted rate for members of the Center if holding specialty classes.	22	\$50/hr	\$50
Ball Fields			Tournament Fees	N/A	\$100/day/field	\$250
			Field Set-Up	N/A	\$20/field	N/A
			Light Fee (required for night events)	N/A	\$10.00/hr/field	N/A
RV Park			Day rental	1 space	\$25	N/A
			Weekly rate	1 space	\$140	N/A
			Monthly rate	1 space	\$350	N/A
			Sewer Dump Fee (if not occupying a space)		\$8	

Parks						
GHRC Pavilion			Includes covered 40'x50' concrete pad, picnic areas, on-site water, covered serving area. NO OVERNIGHT CAMPING.	400	\$100	\$100
Hamilton Creek Park & Gazebo					\$100	\$100

Burnet Community Center					
Rate Type	Small Room	Large Room	Kitchen (with facility rental only)	Whole Facility Rental	Deposit
	(no kitchen usage)	(no kitchen usage)		Rate includes all areas of Center, including kitchen	Credit Card Required
Regular & Non-Profit Rate	\$100	\$400	\$75	\$500	\$1,000
Commercial	\$200	\$800	\$200	\$1,000	\$1,000
Alcohol Deposit					\$1,000
Table Cloth rental				Cleaning costs plus 50%	
Stage (12'x24')				\$100	\$200
Dance Floor (30'x30')				\$200	\$200

*Rental fees for events not listed above must receive an approved fee agreement from the City. A request for a use or rental of the Facilities or a portion of the Facilities not identified above must be presented to the City a minimum of 30 days before the event for consideration of the rental request. The City Council shall approve the fee to be charged for any such additional rental.

