



# City of Garden Ridge

*"A way of life, not just a place to live"*

## RENTAL AGREEMENT FOR PAUL DAVIS PARK

Requested Reservation Date: \_\_\_\_\_ Time: \_\_\_\_\_ to \_\_\_\_\_

Type of Function: \_\_\_\_\_ Number in Group: \_\_\_\_\_

Will alcohol be consumed at the function? Yes \_\_\_\_\_ No \_\_\_\_\_

Name of Responsible Party: \_\_\_\_\_

Address: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_

### Rental Fees

Facility	Resident	Non-Resident	Minimum Rental Hours	Additional Rental Hours	Rental Fee	Security Deposit
Pavilion 1	\$100 (\$25 per hour)	\$200 (\$50 per hour)	4			\$100
Pavilion 2	\$60 (\$15 per hour)	\$120 (\$30 per hour)	4			\$100
Pavilions 1 & 2	\$160 (\$40 per hour)	\$320 (\$80 per hour)	4			\$100
Concession Hut	\$100 (\$25 per hour)	\$200 (\$50 per hour)	4			\$150
Baseball Field	\$50 (\$25 per hour)	\$100 (\$50 per hour)	2			\$0
Basketball Court	\$40 (\$20 per hour)	\$80 (\$40 per hour)	2			\$0
Soccer Field	\$50 (\$25 per hour)	\$100 (\$50 per hour)	2			\$0
<b>Subtotal</b>						
<b>Grand Total</b>						

Requested Exceptions: \_\_\_\_\_

I have reviewed and understand this Rental Agreement, including its Rules and Regulations, and City Ordinance 24 (City Parks, Recreational Areas, and Facilities), and I agree to comply with such documents. I understand that I assume full responsibility for all applicable rental fees and/or additional fees assessed as a result of failure by my group to abide by established guidelines and/or damage caused to property, facilities or equipment. I, the Renter, hereby release and indemnify the City from and against all liabilities, judgments, costs, damages, and expenses that may be charged to or recovered from me on account of damage to the property, personal injury, or death of any person arising from the use and occupancy of the Parks.

Print Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Accepted by: \_\_\_\_\_



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**FOR OFFICE USE ONLY**

Requested Exceptions Approved? \_\_\_\_\_ Denied? \_\_\_\_\_

City Administrator \_\_\_\_\_ Date \_\_\_\_\_

(or Designated Representative)

Item	Picked Up By	Date	Returned To	Date	Fee If Not Returned	Amount Due
Key					\$25	
Reserved Sign(s)					\$50	
					<b>Total Due</b>	

Amount Returned: \$ \_\_\_\_\_ Date \_\_\_\_\_



## **Rental Agreement Rules and Regulations**

**Rental Agreement.** A Rental Agreement must be completed and signed at the time of reservation. Signed agreements are legal and binding. The person making the reservation (the "Renter") is solely responsible for the facility being rented. The reservation must be made in person at the Garden Ridge City Hall during normal City Hall business hours. The Renter is responsible for reading and understanding all terms stated in the Rental Agreement prior to signing. The Renter must be present with a copy of the Rental Agreement during the entirety of the event.

Reservations for the exclusive use of the rentable facilities of Paul Davis Park must be made between the City of Garden Ridge (the "City") and the Renter. The rentable facilities are: large pavilion (Pavilion 1), small pavilion (Pavilion 2), concession hut, baseball field, basketball court, and soccer field. Reservations are required for the following: (a) for exclusive use of a facility; (b) for parties of twenty-five (25) or more persons; (c) for use of facilities after dark [starting thirty (30) minutes after sunset]; or (d) any size group reserving Paul Davis Park or any portion thereof that requires electrical power, lights, or water during their use, or intends to have a musical group. The pavilions may be rented from 8:00 a.m. through 11:00 p.m., prior to which all cleanup must have been completed. All activities will cease at 11:00 p.m., and the Park will be closed and secured except by special arrangement that must be approved by the City Administrator or designated representative.

Renter is responsible for obtaining "Reserved" sign(s) from City Hall and posting them no earlier than opening hours of operation on the day of the reservation nor later than thirty (30) minutes before the time of reservation. The sign must include the name of the group or party and the time and date of the reservation. Space is provided at each area to post the "Reserved" sign. Failure to post a "Reserved" sign could invalidate the reservation.

Kitchen keys, bathroom keys, and the "Reserved" sign(s) must be picked up at Garden Ridge City Hall during normal business hours before the close of business on the day before the event. Keys must be returned to City Hall on the first normal business day following the reservation date. City personnel will not deliver keys or respond to "after hours" calls to pick up the keys. Renter will be assessed a fee of (\$25) for a lost key and (\$50) for failure to return the "Reserved" sign(s). Failure to return the keys or "Reserved" sign(s) may result in forfeiture of the deposit. Copying of keys is prohibited.

All reservations are on a first come, first paid basis. The rentable facilities are not considered "reserved" until all required fees have been paid. A permit will be issued to the Renter upon signing of the Rental Agreement, and the Renter must be present with a copy of the Rental Agreement during the entirety of the event. Reservations apply to the rentable facilities only, not the entire Park.

If it becomes necessary to cancel the reservation, please notify the City of Garden Ridge in person at City Hall or in writing. Reservations must be cancelled no later than thirty (30) calendar days before the reservation date. Cancellations occurring after that time will result in forfeiture of the deposit and rental fee, unless the Renter cancels the reservation and simultaneously reschedules the reservation. In such case the Renter will be charged a (\$25) change fee and will receive a credit of 75 percent of the rental and deposit fee for the subsequent reservation.



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**Fees and Damages.** All fees and deposits must accompany the Rental Agreement at the time of reservation. The City will accept cash, personal checks, and credit cards. A picture ID is required. Checks should be made payable to the City of Garden Ridge. Returned checks will be assessed a thirty (\$30) dollar fee. Deposits are refundable pending inspection of the property after the event. If damages occur to the Parks or the grounds, the Renter will be responsible for all costs to repair those damages, including labor and material costs. The Parks should be returned to the same condition as it was received. Following the event, if there are no damages to the rental facility or property and cleanup requirements are met, the deposit will be mailed back to the Renter within ten (10) business days after the event.

**Musical Groups.** No DJ or musical group, except at City-sponsored functions, will be allowed to perform in the City parks without prior written permission of the City Administrator. If allowed, entertainment volumes must not intrude on neighboring homes and must always follow City noise ordinances.

**Safety.** The City takes no direct responsibility for the safety of the Renter or guest(s) above that which is stipulated by City ordinances at the time of use. The Renter agrees to indemnify and hold harmless the City, its agents and employees against any claims for damages to persons or property arising out of any use of any rentable park facility by the Renter or guest(s).

The City assumes no responsibility for personal property placed on or about the rentable Parks. All City, state, and federal laws and statutes must always be followed while on City property. Failure to abide by all applicable laws may result in cancellation of the event and/or prosecution.

**Use of Alcohol.** Certified Texas Police Officers are required for any event attended by twenty-five (25) or more people where there is alcohol present or as the Garden Ridge Police Chief deems necessary. The Renter is responsible for arranging the hiring of a Police Officer with the Garden Ridge Police Department. Payment must be in the form of cash or certified check.

**Cleaning.** Renter is reminded that cleaning supplies are not provided. Renter is responsible for ensuring that after the event, all paper products, food, glass, etc. are picked up and placed in a trash receptacle. The use of nails, screws, staples, tacks, etc. on City structures is strictly prohibited. All tape used for decorations must be removed from the rentable Park facility. Tables and benches must be cleaned of litter and wiped off to rid them of spilled drinks and food. If used, the kitchen will be swept and cleared of all trash and/or debris by the end of the reserved period. Failure to clean the kitchen to an acceptable standard will result in the forfeiture of the deposit.

**Motorized Vehicles.** It is unlawful for any motorized vehicles, except official emergency or maintenance vehicles, to traverse any part of the Park other than those areas designated as "parking only" unless authorized by the City Administrator or designated representative. The grassy area adjacent to Pavilion 1 may be used for overflow parking if the main parking lot becomes full (see attached Diagram of Paul Davis Park).

**Drones.** Drone operators must comply with Federal Aviation Administration rules and Texas state laws.