



# CITY OF CLEAR LAKE SHORES

## USE APPLICATION/AGREEMENT

### City Owned Parking Lots/Parks



**\*\*FOOD PREPARED ON SITE IS REQUIRED TO HAVE A MFU PERMIT (MOBILE FOOD UNIT) THROUGH THE CITY BUILDING DEPARTMENT. PLEASE CONTACT THEIR OFFICE AT 281-334-2799 EXT. 208 OR EXT. 209.\*\***

**RENTAL LOCATION (please check one):**

**CAPTAIN'S CORNER PARK**

**EAST PARKING LOT**

**WEST PARKING LOT**

**RENTAL HOURS:**

Monday thru Friday      8:00 a.m.- 4:00 p.m.

Saturday and Sunday      8:00 a.m.- 12:00 p.m.

**GROUP OR COMPANY:** \_\_\_\_\_

**PRIMARY CONTACT:** \_\_\_\_\_

**PHONE:(DAY)** \_\_\_\_\_ **PHONE: (NIGHT)** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY:** \_\_\_\_\_ **ZIP CODE:** \_\_\_\_\_

**EVENT DATE:** \_\_\_\_\_

**TIME:** \_\_\_\_\_ **TO** \_\_\_\_\_

**TYPE OF EVENT:** \_\_\_\_\_

**NUMBER OF ATTENDEES:** \_\_\_\_\_ **TOTAL HOURS RENTED** \_\_\_\_\_

<b>Rental Rate: 4 Hour Minimum</b> Each additional hour up to 8 hours is \$50.00 per hour.	<b>Residents</b>	<b>Non-Residents</b>
<b>East Parking Lot</b>	Deposit: \$100.00 Rental: \$200.00	Deposit: \$100.00 Rental: \$400.00
<b>West Parking Lot</b>	Deposit: \$100.00 Rental: \$100.00	Deposit: \$100.00 Rental: \$200.00
<b>Captain's Corner</b>	Deposit: \$150.00 Rental: \$200.00	Deposit: \$150.00 Rental: \$400.00

The undersigned Renter, hereby agrees to the use of City of Clear Lake Shores (the "City") city property and known as Captain's Corner Park, East Parking Lot, West Parking Lot. This agreement only allows for temporary use of the facility, Representative agrees to the following.

The RENTAL FEE shall be \$\_\_\_\_\_ for the time period of \_\_\_\_\_ a.m./p.m. thru \_\_\_\_\_ p.m. on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

The SECURITY DEPOSIT in the amount of \$\_\_\_\_\_ will be paid to the City. The Security Deposit shall be used by the City to pay for any clean-up, or used to repair, replace, or pay for any damage or loss to the building, grounds, or furnishings of the facility, which are damaged or destroyed by the Renter or any participant at the event. The City may hold such deposit for such period of time as is necessary to determine the full extent of damages and to make all repairs and/or secure replacements. The City Secretary or "designee" must approve the clean-up, repair or replacement before the refund can be made, then usually after ten (10) days of the date of the rental.

Renter has fully inspected the premises, and the same are accepted on an "as is" basis. The City of Clear Lake Shores EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, IMPLIED OR OTHERWISE, with respect to the premises, save and except warranties of title and peaceable possession.

RENTER AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY OF CLEAR LAKE SHORES FROM AND AGAINST ANY AND ALL CLAIMS, LAWSUITS, DAMAGES OR CAUSES OF ACTION OF ANY NATURE WHATSOEVER, FOR INJURY OR LOSS OF LIFE, OR DAMAGE TO OR LOSS OF PROPERTY BY ANY PERSON WHATSOEVER, RESULTING FROM OR ARISING OUT OF THE USE OF OCCUPANCY OF THE PREMISES BY THE RENTER, ITS AGENTS, EMPLOYEES, LICENSEES, OR INVITEES HEREUNDER.

\*No portable toilets are allowed\*

**\*\*Please note:** Both the deposit and the rental fee will be deposited upon receipt.

Alcohol/Large Parties: If the event includes 100 people or more and/or if alcohol is served or consumed, whether provided by the renter or brought onto property by guest, you are required to hire a Clear Lake Shores Police Officer to be on duty during your event. **The number of officers required shall be determined by the Chief of Police or his designee. You are responsible for contacting the police department to schedule the officer(s) with the Assistant Chief of Police at (281-595-1656) no later than seven (7) days prior to your event.** There is a **SECURITY FEE** of \$200.00 for the first four (4) hours and \$50.00 each additional hour. Please review the Alcohol/Security Agreement carefully.

**Restrictions:** No structures may be erected in any park or attached to any city-owned structure without prior approval by the City Administrator or his designee. No open fires or grilling shall occur in any park unless city-provided receptacles are used or as approved by the City Administrator or his designee.

**Clear Lake Shores Civic Club/Clear Lake Shores Yacht Club:** The Civic Club and Yacht Club are excluded from payment of rentals for use of the facilities, but are required to complete a rental application for each event. Any damages and/or cleaning charges will be deducted from deposit held by the City.

#### For rental inquiries:

All rentals must be made in person at City Hall (1006 South Shore Drive). The deposit must be paid in full to reserve the facility.

1. **In order to receive resident rental rates, a copy of a valid Texas driver's license or current utility bill with applicant's name and Clear Lake Shores address will be required.**
2. Applicants must be 21 years of age or older.
3. The person signing the application must handle all transactions, inquiries and changes.

It is the policy of the City of Clear Lake Shores, Texas, is to make the facilities available for public use, subject to availability and compliance with the City's conditions of use.

The City Council may impose such additional conditions on the use of the facilities as may be necessary to insure compliance with the purposes of these policies.

#### **Definitions**

"Facility(s) or Facilities" shall mean either Captain's Corner Park, East Parking Lot and West Parking Lot

"City Council" shall mean the governing body of the City of Clear Lake Shores, Texas.

"Renter" means any person, firm or organization that makes use of City Facilities pursuant to the authorized rental agreement and these policies and procedures.

## **Written Agreement**

No person, firm or organization shall use any portion of City Facilities without first reserving the City Facility(s) and executing a written agreement accepted and executed by the City (hereinafter referred to as "Rental Agreement").

## **Procedure for Reserving Facilities**

Facilities shall be available to all Renters on a first come, first serve basis in person at the City Secretary's office.

Reservations are made by completing the Rental Agreement and attachments, executed by the Renter, along with the payment of deposit to secure the rental. The rental fee must be paid prior to the date of the event.

Reservations will not be accepted less than seven (7) days in advance of the date of use or more than 90 days in advance.

**Refunds Upon Cancellation** - A full refund of both the Rental Fee and the Security Deposit shall be made for cancellations received at least seven (7) days prior to the date of rental. A full refund of the Security Deposit only shall be made for cancellations received less than seven (7) days prior to the date of rental.

## **Hours of Use**

Facilities are subject to availability, may be used between the hours as listed on page 2 of this agreement. NO EXCEPTIONS.

## **Security Deposit**

The damage/security deposit shall be used to repair, replace, or pay for any damage or loss to the facility(s), grounds, or furnishings which are damaged or destroyed by the Renter or any participant at the event. The City may hold such deposit for such period of time as is necessary to determine the full extent of damages and to make all repairs and/or secure replacements.

The damage/security deposit or a portion thereof, may be retained by the City to cover excessive or unusual cleanup costs, to compensate for the use of the facility(s), or for property usage after the contract period has expired.

Any Renter failing to vacate the facility(s) at the designated time shall forfeit their entire damage/security deposit. It is the Renter's responsibility to ensure the facility is in its original order immediately after use.

## **Security**

Any function with alcohol being served and/or consumed whether provided by the renter or any of their guests or 100 or more persons in attendance shall be required to employ a uniformed Clear Lake Shores Police Officer to provide security. Said officer(s) shall be in attendance beginning a minimum of four hours, one-half hour before and after the time of the event. An Alcohol/Security Agreement (Attachment A) must be on file prior to the event. All arrangements, costs, and payments for security personnel shall be the responsibility of the Renter. Arrangements may be made through the Assistant Chief of Police at (281-595-1656) no later than seven (7) days prior to the event.

If additional police officers are called out due to a disturbance or more attendees than on the application, the applicant will be charged for the extra police officers(s) at a rate equal to 1 ½ times their regular hourly rate.

**Chaperones for Youth Events** - Events planned for youth participation shall be accompanied by not less than one adult chaperone for every ten (10) children. For the purpose of this section, "children" shall mean any person under the age of eighteen (18) years old, and an "adult chaperone" shall mean any person over the age of 21 years old.

### **Clean-up**

All leftover food, garbage, decorations, etc., must be removed from the premises immediately and put in barrels provided for this purpose or taken away. No glass containers are allowed on the premises.

All lights should be turned off after use.

### **Decorations**

No throwing of confetti, rice, birdseed, or like material shall be allowed at the facility(s) or on the premises. All tables must be protectively covered when food or drink of any kind are served.

Crepe paper CANNOT be used on tables unless sufficient protection is made to prevent stains.

Only thumbtacks may be used to affix any decorations.

All decorations must be removed by the end of the rental period.

### **Parking**

Renters may use the parking spaces at the facility(s) during the rental period. No overflow parking on the adjoining streets is permitted. Renter is responsible for ensuring compliance by all participants attending Renter's event.

If more parking is needed, you may contact Stewart Elementary School (281-284-4700) for written permission to use their parking lot.

### **Indemnity**

Each Renter shall, in the written agreement, agree to indemnify and hold harmless the City of Clear Lake Shores, Texas, its officials, agents, and employees from and against any and all liability arising out of the Renter's use of City Facilities.

### **Damages**

Each Renter shall in the written agreement, agree to reimburse the City for all costs which may be incurred by the City in excess of the damage/security deposit for repair, replacement, or payment for any property or facility damaged or destroyed by the Renter or any participant at the Renter's event.

If damages to the facility have occurred, or conditions of clean-up have been violated, the deposit will be forfeited. If the cost is estimated to exceed the deposit amount, the Renter must reimburse the City the difference with a cashier's check or money order.

# Attachment A Alcohol/Security Agreement

Applicant Name: \_\_\_\_\_

Reservation Date: \_\_\_\_\_ Event Type: \_\_\_\_\_

Actual Hours of Event: \_\_\_\_\_ to \_\_\_\_\_

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Events which include the serving or consuming of alcoholic beverages whether provided by renter or a guest shall be conducted under the laws of the State of Texas and rules and regulations of the TABC.

1. I acknowledge that alcoholic beverages will be served/consumed by the renter or any of their guests during the time of this event OR 100 or more people will be attending the event. I further understand that it is a violation to serve alcohol to minors, and I agree to take the steps necessary to comply with this law.
2. I acknowledge that I am responsible for contacting the Clear Lake Shores Police Department to schedule an officer for my event.
3. I acknowledge that there is a security fee of \$200.00 that will be paid directly to the officer on the date of the event. If the officer is required to be in attendance over 4 hours an additional \$50.00 per hour, or any portion of an hour will be assessed. Entire payment to officer must be paid in CASH.
4. I acknowledge that compensation of said officer shall be paid by me at the conclusion of my scheduled event and that I have paid a deposit to the City to assure that security shall be present and paid.
5. I acknowledge that if I fail to schedule an officer for my event, I will be subject to a fine and loss of my deposit.

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Representative

\_\_\_\_\_  
Date

Alcohol will not be served/consumed at my event AND I will not have more than 100 people in attendance.

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Representative

\_\_\_\_\_  
Date

Renter represents and certifies that:

1. All information provided in this application is true and correct.
2. Misrepresentation or erroneous information in this application constitutes grounds for denial of future applications and use.
3. Renter shall not use the premises for any unlawful or illegal purposes.
4. Renter is at least 21 years of age for this application to be considered.
5. The City reserves the right to limit rental of facilities due to other obligations to existing Town Center businesses. \_\_\_\_\_(initials)
6. Applications for facility rentals may be accepted by city staff without a deposit. Application to be reviewed by the City Administrator or his designee for approval. Once approved the deposit will be collected from the renter and this will secure the rental date and facility. **\*\*Your rental is not secured until deposit is paid\*\***  
\_\_\_\_\_ (initials)
7. Renter agrees to use care and diligence in the use of the premises. Rental will bear all cost of clean-up and damage; failure will result in loss of deposit and possible further charges incurred by the City. \_\_\_\_\_(initials)
8. Renter understands that the City does not furnish supplies and/or cleaning supplies.  
\_\_\_\_\_ (initials)
9. Renter understands the fee structure. \_\_\_\_\_(initials)
10. Renter understands that the deposit may not be returned to me prior to 10 days after my scheduled function. \_\_\_\_\_ (initials)
11. If Renter is an organization, the person or individual signing on behalf of the organization agrees to be personally responsible to the City of Clear Lake Shores, Texas for any damages to the building, grounds, or for any damage to or loss of furniture or equipment.
12. Renter has read and understands the Alcohol/Security Agreement. \_\_\_\_\_(initials)  
Renter agrees to be bound by the "Policies and Procedures for Use" and "Alcohol/Security Agreement", as approved and adopted by the City Council.

ACCEPTANCE:

On this \_\_\_\_\_ day of \_\_\_\_\_, I as Renter agrees to all rules and policies set forth in this rental agreement.

\_\_\_\_\_  
Signature of Renter

\_\_\_\_\_  
Signature of City Representative

\_\_\_\_\_  
Printed name of Renter