



Pavilion Rental Policy



Farmers Branch Parks and Recreation Pavilion Rental Rules and Regulations

User must be in compliance with, but not limited to, the following rules and regulations. Non-adherence may result in forfeiture of all or a portion of deposit. The individual, group, or organization renting the facility will be held accountable for damages. User must observe all rules and regulations, both written and verbal. The User will not hold the City of Farmers Branch or any of its representatives liable for any injury sustained while using the facility. City sponsored activities have precedence. Parks reserves the right to refuse or cancel reservations.

1. Hours of availability are Monday – Sunday from 8:00 a.m. – 9:00 p.m. with a 2 hour window between reservations.
2. Rental fee and security deposit are due at time of reservation.

Pavilion	Deposit	Minimum Hours	Resident/Nonresident
Gussie Field Watterworth Park Pavilion	\$100	4	\$40/\$50 per hour
Farmers Branch Park Pavilion	\$100	4	\$30/\$40 per hour

3. Alcohol by permit only.
4. Amplified sound prohibited.
5. Proof of residency required at time of reservation.
6. Parks and Recreation office accepts reservations on a first come basis during regular business hours. User must be 18 years of age to reserve the pavilion and must be present during the rental.
7. Pavilion reservation applies to the pavilion features only. Park amenities are open to the public.
8. Equipment that will require anchoring must be done with stakes not exceeding 12” in length, or with weighted devices.



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Gussie Field Watterworth Park
2610 Valley View

Farmers Branch Park
13985 Dennis Lane

Maximum Capacity: **Approx. 100**

Maximum Capacity: **Approx. 80**

Pavilion Features	Park Amenities	Pavilion Features	Park Amenities
Shelter 65' x 65'	Playground	Shelter 21'x41'	Playground
Lighting	Basketball/Tennis	Lighting	Athletic Fields
Picnic Tables (11)	Horseshoe/Petanque	Picnic Tables (8)	Water Fountain
Grills (2)	Restrooms	Grills (2)	Jogging/Walking Track
Electricity (2) 20A	Water Fountain	Electricity (2) 20A	Restrooms
	Jogging/Walking Trails		
	Amphitheater		

POLICIES AND PROCEDURES

Rentals shall be in compliance with Farmers Branch, Texas, Code of Ordinances, Chapter 50 – Parks and Recreation, Article II. Rules and Regulations – library.municode.com/index.aspx?clientId=12996

GENERAL STATEMENT OF UNDERSTANDING

Gussie Field Watterworth Park and Farmers Branch Park are operated and maintained by the City of Farmers Branch, Texas, for the benefit of the general public. Permission for private use of the facility is a privilege granted by the City of Farmers Branch. Because the parks have been assembled, maintained and operated for the general public, it is necessary that certain rules and regulations be established to protect its best interest.

FEES

Pavilion	Deposit	Minimum Hours	Resident/Nonresident
Gussie Field Watterworth Park Pavilion	\$100	4	\$40/\$50 per hour
Farmers Branch Park Pavilion	\$100	4	\$30/\$40 per hour

DEPOSITS

Deposits are refundable provided the pavilion is left in good condition.

CANCELLATION POLICY

Failure to cancel a reservation may result in a forfeiture of all fees, rental and deposit. Cancellations are subject to the following criteria in order to receive a refund. When agreement is canceled at least twenty-four (24) hours in advance User will receive full refund or may opt to reschedule at a later date if available. Cancellations must be made by the person whose signature appears on the agreement. To cancel a reservation during normal Parks Office hours, please call 972-919-2620. To cancel a reservation on a weekend, holiday or after normal business hours, please call 972-849-4743 to speak with On-Call personnel. Checks with insufficient funds will result in automatic cancellation of reservation and check writer will be held liable for insufficient fund charges in accordance with current City policy.

FIRE PROVISIONS

City Ordinance Chapter 50, § 50-36. Contain all fires in outdoor grill.



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GROUNDS

City Ordinance Chapter 50, all sections. Driving on grass is not permissible except with written approval from Parks office.

FOOD

Food and non-alcoholic beverages are permissible. Catering is permitted.

ENTERTAINMENT

Amplified sound is not permissible pursuant to City Ordinance Chapter 50, § 50-36 (12). Lyric appropriate music, harpist, string quartets, etc. are permissible during the event if the noise level is kept to a minimum. Staff may determine lyric and noise level appropriateness. Disc jockeys and/or bands are not permissible.

DOGS

Dogs are welcome on a leash. Owner must clean up after the pet.

For more details, please refer to the Pavilion Rental Policy overview on pages 5-10.



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OVERVIEW

Resident Rentals:

Proof of FB residency required to receive the resident rate; a current government-issued ID with a Farmers Branch address. Renter is the responsible party and must be in attendance. Non-residents must present a current government-issued ID. All interested parties must be 21 years of age or older to rent a room in a city building, or 18 years of age to rent a park facility.

Farmers Branch Businesses:

The business must be based within the Farmers Branch city limits. Businesses paying by cash or credit card must provide a copy of their Farmers Branch water bill or W9. Farmers Branch businesses are subject to security deposit and rental fees.

Programs and Events Sponsored by the City of Farmers Branch:

Programs and events that are sponsored by the City of Farmers Branch are generally exempt from the hourly rate and deposit requirements during open hours, but are subject to the after-hour fee/deposit and do not take priority over City programming, events, or rentals.

Value Statement:

The City of Farmers Branch conducts business according to our values: Respect, Excellence, Accountability, Care, and Trust. Any reservation in conflict with our values will not be permitted.

Basic Fee Structure:

Fees are differentiated between residents and non-residents with standardized deposit rates. Larger, specialized rooms charge a higher rate than normal meeting rooms.



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GENERAL INFORMATION

These are the general policies for renting a room in a City facility. Each reservation is unique and the City of Farmers Branch may require additional standards to be met based on the reservation.

Fees	The rental fee(s) and all of the security deposit are due at the time of reservation.
Availability	Rooms are subject to availability with City functions that benefit the entire City taking priority. Not all rooms will be available after hours or during City holidays.
Recurring Rentals	Recurring, continuous rentals are subject to the approval of the facility manager.
Deposit	The rental fee and security deposit are deposited. Security deposits are refunded within seven (7) to fourteen (14) working days after the scheduled reservation and/or when all conditions of the contract are met – no damage to facility or property, cleaning, decorating requirements, rental equipment removal and rental time observed. Security deposits paid by credit card with all conditions of the rental agreement having been met will be credited with balance due to the original card within (3) three working days following the rental. All refunds are subject to the final discretion of the facility manager. Most major credit cards accepted.
Cancellation Policy	If rental agreement is canceled in writing at least fifteen (15) days in advance, renter will receive the security deposit and rental fees that have been paid. If written notice is received less than fifteen (15) days prior to the event, the security deposit and rental fees paid will be forfeited. If paying by check and the check is returned (insufficient funds), the renter’s reservation will automatically be canceled. The check writer will be held liable for insufficient fund charges in accordance with current City policy. Parties will not receive a refund for hours not used.
Set Up and Take Down	Renters are responsible for set up** and take down of all items used such as tables and chairs. Tables and chairs must be stacked as requested and placed in original storage area. **If scheduling allows the rented area (tables and chairs) may be set up ahead of time by City staff.
Clean Up	Renter is responsible for all clean up and related items to be completed during the scheduled reservation time. All decorations, litter and other debris must be disposed of properly. Trash must be bagged and left in a designated area. City staff will inspect the facility after rental is complete. Failure to comply with rules and regulations will result in the forfeit of the security deposit.
Food	Permission is required as part of the rental agreement to bring your own food and drink (non-alcoholic) on-site. Not all rooms allow food and drink, but all outdoor facilities generally allow for food.
Audio Visual Equipment	The audio/visual equipment is to only be accessed by staff members of the City of Farmers Branch. If you need to use any of the facility’s audio visual equipment, please see a staff member.
Climate Control	Please contact a staff member for assistance.
Smoking	Smoking is not allowed inside any City facilities. Outside City facilities, please look for designated smoking areas.



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Entertainment	Lyric-appropriate music is allowed during your event (harpist, string quartets, disc jockeys, and bands). Music is allowed if the noise level is kept to an appropriate level – see staff for more information and all City ordinances remain in effect.
Fire Safety	<ul style="list-style-type: none"> • Decorative candles are generally prohibited – quick use, birthday candles are allowed. • “Trick” candles are prohibited. • Sterno cans are allowed for food warming purposes. • Pyrotechnics are prohibited without a permit (including sparklers). • Fog machines are prohibited. • Entrances and exits may not be obstructed. • Parties are required to maintain occupancy capacities. Parties may be canceled with no refund if occupancy requirements are exceeded during the rental time.
Decorations	<p>The use of “Tac’ N Stick” and painters tape is permitted on painted surfaces (this excludes sound-proof panels); the use of tacks, staples, tape, or adhesives of any kind is prohibited. Floral wire and/or ribbon are permitted as long as no nails or tacks are attached to walls or furnishings. The renter is responsible for leaving the facility in its original condition. If cleaning by City staff is needed after the reservation, staff time will be deducted from the security deposit at the rate of \$25.00 per hour.</p> <p>Fresh flowers, plants, and balloons may be used. The renter is responsible to ensure that live plants have a dish under them to prevent damage and/or incidents. While it is not permissible to throw rice or confetti; birdseed and dried flowers may be thrown outside but must be cleaned up.</p>
Set-up & Deliveries	The renter or event representative for your party must be available to accept and inspect deliveries. Deliveries can only be made during operating hours during the time(s) your area is reserved. Any theft, damage or loss of rental items left at Farmers Branch facilities is the responsibility of the renter. The City of Farmers Branch assumes no liability for loss or damage of rental items (tables, chairs, serving equipment, etc.).
Conflict, Exclusion, & Noise	The facility manager may cancel any scheduled reservation should the activities planned be in conflict with the stated rules or special activities of the City of Farmers Branch. The City of Farmers Branch reserves the right to ask any guests or individuals exhibiting unacceptable behavior to leave the building. No illegal activities of any kind will be allowed on the premises. All rentals at City facilities are of a non-exclusive nature – rental of areas does not mean exclusive use of the entire City facility or park . There are no discounts for renting more than one area at a time. Noise levels may be limited/adjusted during your rental.
Animals	Except for service animals, animals are not allowed in City buildings.
Security	Security deemed necessary by the renter or City of Farmers Branch staff will require use of Farmers Branch Police personnel. The renter will be responsible to make this arrangement and paying all fees. Police Department personnel may be reached at 972-484-3620, please ask for the part-time work coordinator. Security is mandatory for any event with alcohol service.
Supervision	Children, under age 17, must be supervised. An adult to child ratio of 1:20 is required. The Aquatics Center utilizes a different ratio for children.
Fundraising & Gambling	Gambling with money is prohibited. Renters may not sell goods or services at City facilities, nor are they allowed to charge admission or onsite registration to a function they are hosting as a rental at the facility.



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Computer Use	If you need access to the web, your computer must have wireless components. Instructions for wireless use are available. It is highly recommended that you set up your equipment prior to use to confirm all equipment functions properly. If available, cords may be available to hook up your laptop to the projector and sound, but this is not a guarantee. Laptops are not available for use.
Logo	The name of the City of Farmers Branch, Farmers Branch logo, trademarks or other distinguishing marks may not be used by renters, except when noting the address on invitations, maps, etc.
City Holidays	City Facilities may close or reduce hours for holidays and may not be available for rent. Holidays typically include: New Year’s Day, Martin Luther King Jr., Good Friday, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving, Day after Thanksgiving, Christmas Eve, Christmas Day, New Year’s Eve,
Alcohol Policy	<p>Generally, possession/consumption of alcoholic beverages on any City property is PROHIBITED unless you have a permit from the City Manager’s Office. Events serving alcohol require a minimum 4-hour reservation and separate insurance. For more information, please reach out to City Administration at 972.919.2515. Generally speaking, we adhere to the following alcohol policies.</p> <ul style="list-style-type: none"> • Alcohol will only be allowed during the facility’s non-business hours.* • All alcohol must be served by a TABC certified bartender. We recommend (1) TABC bartender per 100 people. • Client is responsible for providing all bar related equipment and supplies including but not limited to bar glasses, drink garnishes, cork screws, straws and napkins. • Client is responsible for cleanup of all alcohol related trash. • Cash bars are only allowed through licensed businesses who have a permit to sell. • No BYOB. All alcohol must be brought in prior to the event and open containers cannot leave the building. • Security is required when alcohol is present. The client will arrange for an officer to be present and it is the client’s responsibility to pay for the officer when booking the reservation by calling the part-time work coordinator and 972-484-3620. The officer will be scheduled from the time alcohol is served and will stay until the last guest leaves. • Last call is 30 minutes prior to the event end time with the bar closing 15 minutes prior to the event end time. • Majority of participants must be over 21 to apply for an alcohol permit. • There must be a food component. <p>*Certain special events in the Historical Park will be allowed to serve alcohol while the park is open.</p>



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Liability

Certain activities will require liability insurance in addition to the standard rental agreement; for example, bounce houses and alcohol service. The City of Farmers Branch retains the right to require additional liability insurance for any reservation.

<p>Liability</p>	<p>All renters agree to pay for any damage done to the facility, grounds or furnishings by themselves, their guests, caterers, or employees during or pertaining to their rentals. A signed contract covering this aspect will be required at the time of rental application. If damage should occur, notification will be given to the renter as soon as damages have been determined. If repairs or clean up by City staff is required the renter will be financially responsible for the cost of the repairs and clean up not covered by the deposit. The City of Farmers Branch is not responsible for anyone injured on the premises, personal property left on the site, or rental equipment.</p>
<p>Bounce Houses Liability</p>	<p>Persons renting a portion of a City facility may request use of a designated area (outside or inside) for a bounce house. A "Request for Use" and "Hold Harmless Agreement" must be submitted at least two weeks prior to the rental and, if permission is granted, documentation of general liability insurance (\$1,000,000.00 per occurrence) from the company supplying the bounce house must be provided listing the City of Farmers Branch as an additional insured. This information must be turned in <u>prior</u> to the rental and/or 24 hours in advance. No exceptions. Not all City facilities can support bounce houses.</p>
<p>Alcohol Liability</p>	<p>Either the sponsor of the event or the caterer/contractor/vendor/concessionaire providing alcoholic beverages at the event must carry or obtain a Liquor Liability Addendum to their General Liability Policy and have such policy endorsed to name the City of Farmers Branch as additional insured on the policy. Insurance requirements are as follows: General Liability Coverage: \$1,000,000 per occurrence, \$2,000,000 annual aggregate G/L must include coverage for the following: Must be on a per occurrence basis Must include Medical Expense limits of not less than \$10,000 Personal and Advertising Injury limit of not less \$1,000,000 Products and Completed Operations limit of \$2,000,000 aggregate Fire Damage, any one fire limit of \$1,000,000</p>



City Facility Rental Policy



GENERAL STATEMENT OF UNDERSTANDING

City of Farmers Branch facilities are operated by the City of Farmers Branch, Texas, for the benefit of the general public. Permission for private use of City facilities is a privilege granted by the City of Farmers Branch. Because City facilities have been assembled, maintained and operated for the general public, it is necessary that certain rules and regulations be established to protect its best interest.

HOLD HARMLESS AGREEMENT

In consideration of the City of Farmers Branch, Texas, allowing me to rent room(s) in City facilities, I/we voluntarily assume all risk of loss, damage, or injury and agree to fully indemnify, release and hold harmless the City of Farmers Branch, Texas, and its officials, employees, and/or agents, jointly and/or severally, from every claim because of loss, damage, or injury of any kind because of such activity, **regardless of whether such loss, damage, or injury is caused by the negligence of the City of Farmers Branch, its officers, agents, and employees or by any other cause.**

Therefore, the following UNDERSTANDING must be agreed upon before permission to use the facility is granted.

I have read the General Regulations, Reservation Policy & Procedures, General Statement of Understanding, and the Hold Harmless Agreement and I agree to abide by these conditions. Non-adherence may result in forfeiture of portions or entire deposit. Renter will be held responsible for damage and non-adherence to regulations.

In addition, I understand that the City of Farmers Branch is not responsible for any services not directly related to the City of Farmers Branch that may be used for my event (i.e.: business cards on site for event contacts).

Signature

Print Name

Date

CHAPTER 50 OF THE FARMERS BRANCH CODE OF ORDINANCES

Chapter 50 PROHIBITS Possession/Consumption of alcoholic beverages or tobacco products on City property (inside and outside of facility) without a permit. If you or a member of your party is found in violation of Chapter 50 as it pertains to alcohol and tobacco products the following can occur:

- You and your party will be asked to leave the premises immediately.
- You and each member of your party in violation of Chapter 50 (as if pertains to alcohol and tobacco products) can be cited/fined.
- You will forfeit the right to receive your deposit.

I have read and am in agreement with the above-mentioned policy.

Signature

Print Name

Date