

CITY OF LOS FRESNOS
520 E OCEAN BLVD
LOS FRESNOS, TX 78566
(956) 233-5768 or (956) 233-9879 fax

RULES, REGULATIONS AND RENTAL AGREEMENT
FOR USAGE OF CITY PARKS

RENTAL PAYMENT: Rental fee is due and payable upon contract signature. Applicable refunds, if any will be returned upon cancellation. If Lessee leaves the Park clean after use, \$ 50.00 deposit will be refunded. If Lessee leaves the Park dirty after use or if any equipment has been damaged, the Lessee will forfeit all fees.

RENTAL PERIOD: Rental of facilities will be for a four (4) hour period. Any rental beyond the standard period will be subject to additional rental fees. Sunday through Thursday the park closes at 10:00 p.m. Friday and Saturday the park closes at 11:00 p.m.

MODIFICATION OF CONTRACT: Lessee must notify City Hall, in person, of any cancellation, change of rental date, change of rental time, etc., at least one (1) week prior to scheduled event.

CANCELLATION: Cancellation must be made in person at City Hall at least 15 days prior to function. If canceled less than 15 days prior to function 50% is non-refundable.

EXTRA CHARGES: There will be an additional fee of \$ 25.00 per hour for any additional time over the four (4) hour standard period of rental & a security fee of \$30.00 per hour per officer.

ASSIGNMENT: The principal party signing as Lessee may not assign this contract to any other individual, person, group or organization. Assignment of this contract will result in cancellation of the scheduled function and forfeiture of all fees, deposit, etc.

MUSIC: Radios, tape players, phonographs, compact disc players, other electronic devices and musical instruments may be used but no amplifiers may be used. Ordinance 420

CONCESSION: Food items, beverages, ice, etc., may not be sold at any time within the confines of the rental areas without the consent of City Hall.

ALCOHOLIC BEVERAGES: Alcoholic beverages are confined to the pavilion area only of the Park, all other areas are prohibited. No alcoholic beverages of any description may be sold within the confines of the rental facilities without applicable permits from the Texas Alcoholic Beverages Commission. Los Fresnos Police Officers are required for security.

GLASS CONTAINERS: Glass containers of any type are prohibited within the confines of any municipal park.

ELECTRICAL: Electrical service is 110 volts. Electrical requirements that exceed existing electrical output must be approved by City Hall. All work must be performed by a licensed electrician and must get prior approval by City Hall.

SAFETY: Fireworks of any type for visual and/or audible effect shall be prohibited.

ITEMS LEFT ON PREMISES: The Lessee agrees to indemnify and hold harmless Lessor, for any personal items, equipment, etc., that may have been left either prior, during or after a scheduled function.

TERMINATION ON CONTRACT: The City of Los Fresnos reserves the right to terminate this contract and/or cancel any and all scheduled functions at any time, due to any critical situation or emergency that the City may so determine.

CHANGE OF FACILITY USE BY THE CITY: The City has the right to change the use of the park rental facilities at its discretion.

BREACH OF CONTRACT: In event that the Lessee breaches any part of this contract, the Lessor shall have the right to void the contract, cancel the scheduled function, and take possession on the rental facility. The Lessee will forfeit all fees.

RESPONSIBILITY FOR DAMAGES: I, the undersigned below as Lessee, accept the facility in its present condition and agree that upon the end of the terms of the lease to return the facility in the same condition. All repairs, replacements, etc., required to return the facility to its present condition will be at Lessee's expense, not limited to only the paid deposit, but the total cost for repair or replacement.

Lessee covenants and agrees to indemnify and hold harmless Lessor, its agents, servants, and employees, from and against any and all claims for damages or injuries to persons or property arising out of or incidental to the leasing of, or the use and responsibility for injuries, claims or suits for damages to persons or property of whatsoever kind or character, whether real or asserted, occurring during the terms of the Rental Agreement in connection with use and occupancy contractors or subcontractors.

I wish to rent : (circle one) For : _____ (type of event)

Los Fresnos Community Park at 402 W Ocean

Los Fresnos Memorial Park at 900 N Arroyo

RENTAL FEES FOR LOS FRESNOS PARKS

Base Fee \$ 50.00 _____ Non Resident Fee \$ 20.00 _____

Deposit \$ 50.00 _____ Non Profit Groups \$ 20.00 _____

Security: (Minimum of 2 \$ 240.00 _____ Alcoholic beverages (will) or (will not) be available.
Police Officers at \$30.00
Per hour per Officer)

TOTAL RENTAL COSTS: \$ _____

Coordination by Los Fresnos Police Department: (if applicable)
This application has been (APPROVED) (DISAPPROVED)

Authorized Police Representative

Permission is hereby granted to: NAME: _____

ADDRESS: _____

TELEPHONE # _____ ON _____ FROM _____ TO _____
DATE OF EVENT

I understand the entire contents of the rental agreement.

X _____
Lessee Signature

DATE

Approval is hereby granted for the use of the Los Fresnos (Community) or (Memorial) Park for the purpose specified in this contract.

Authorized City Representative Date

If any problems should arise while you are using the park, please call City Hall Monday – Friday 8:30 a.m. to 5:00 p.m. at (956) 233-5768 OR after 5:00 p.m. and on week-ends call the Police Dept at (956) 233-4473.