

City of Wylie

Recreation Facility Rental Terms and Conditions

(Attached to valid and complete Rental Permit)

Updated 05/13/2016

City of Wylie Recreation Division hereby grants the above named Individual or Organization and its named Representative permission to use the facilities as outlined, subject to the Terms and Conditions of this Agreement contained herein and attached hereto all of which form part of this Agreement.

Lessee is hereby authorized to complete and sign this Rental Agreement on behalf of the above Individual/Organization. By signing this Agreement, the Lessee agrees to comply with and enforce all City of Wylie, Recreation Facility and Recreation Areas Rules, Guidelines, Regulations and Policies, and pay all approved fees. Any violation shall be grounds for prohibiting future use of Parks and Recreation Division (PARC) Facilities.

LESSEE AGREES TO RELEASE AND HOLD HARMLESS THE CITY OF WYLIE, TEXAS, ITS OFFICERS, EMPLOYEES, AGENTS, AND ELECTED OFFICIALS FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LOSSES, LIABILITY OR DAMAGES OF ANY CHARACTER. LESSEE AGREES THAT ALL STATED OFFICIALS AND AGENTS WILL NOT BE RESPONSIBLE TO, FROM OR AGAINST COST AND EXPENSES INCLUDING, IN PART, ATTORNEY FEES INCIDENTAL TO THE DEFENSE OF SUCH SUITS, CLAIMS, LOSSES, DAMAGES OR LIABILITY ON ACCOUNT OF INJURY, DISEASE, SICKNESS (INCLUDING DEATH) TO ANY PERSON OR MINOR CHILDREN OR TO ANY PROPERTY DAMAGE, OCCURRING IN CONNECTION WITH, RESULTING FROM OR CAUSED BY THE RENTAL OR USE OF THE BART PEDDICORD COMMUNITY CENTER, WYLIE RECREATION CENTER, OR BROWN HOUSE.

The undersigned has read and on behalf of the Individual/Organization agrees to be bound by this Agreement and the Terms and Conditions contained herein and attached hereto, and hereby warrants and represents that he/she executes this Agreement on behalf of the Individual/Organization and has sufficient power, authority and capacity to bind the Lessee with his/her signature. Failure to comply with said conditions may result in cancellation of reservation and associated fees.

No person, firm, corporation, organization, association, league or group shall be denied the use of PARC facilities because of race, sex, color, religion, national origin, or disability. The Lessee shall comply with the Americans with Disabilities Act (ADA).

With at least fourteen (14) days notice and availability, reservation requests accepted on a first come first serve basis up to ninety (90) days in advance for reservations. A minimum rental charge of two (2) hours applies to all reservations. The Brown House may be booked up to one (1) year in advance on Friday, Saturday, and Sunday.

A maximum number of four (4) open bookings are allowed at one time.

Rental deposit, rental fees and signed Rental Agreement must be received at the time of booking any reservation.

Fees and deposits associated with Nonprofit Organizations must be paid by cash or a check with the Nonprofit Organization named as the payer. All deposits will be refunded to the Organization.

Rental fees will be assessed per Ordinance. Per Ordinance the following definitions apply:

---Resident - any person or persons who reside in the City of Wylie city limits and can provide proof of City of Wylie resident property tax status by showing a current City of Wylie utility bill. A valid picture ID with a matching Wylie address is required.

---Non resident - any person or persons who resides outside of the City of Wylie city limits and/or does not pay City of Wylie property tax, receiving no City of Wylie utilities.

---Wylie Non-Profit Group - a qualified non-profit group that provides a benefit and/or service in the City of Wylie. The City of Wylie may require written proof of non-profit or 501(c)(3) status.

[Lessee initials ____ | Staff initials____]

The PARD facilities are available for private reservation by Individuals/Organizations for recreation purposes only, and only for allowable uses as outlined per Recreation Facility Rules and Guidelines and all Recreation Areas Rules and Guidelines. A copy of each is available at www.wylietexas.gov > Recreation.

[Lessee initials ____ | Staff initials____]

Commercial use of any kind is prohibited. Direct and indirect solicitation of goods or services and collection of fees for any purpose, including fund raising, goods, services or admission is prohibited without prior approval from the Parks and Recreation Board and City Council. At no time shall Lessee sublease or reassign the lease. [per Ordinance, Chapter 78, Section 105]

[Lessee initials ____ | Staff initials____]

Cancellation of Rental Agreement must be received via writing or email per Ordinance. A fee will be assessed for cancellations received less than fourteen (14) days prior to scheduled use. Failure to show up for a reservation within thirty (30) minutes of scheduled start time will result in forfeiture of rental and all rental fees and deposits.

[Lessee initials ____ | Staff initials____]

The City of Wylie will issue a refund for the amount of the deposit, or a portion thereof, if no damage or breakage occurs and the facility's contents are left clean and in the same condition they were found prior to the commencement of the activity being reserved. If damages are assessed as solely determined by the City of Wylie, the amount will be deducted, and a credit to credit card or check will be sent for the remaining deposit balance, if any. A refund will be issued to the original payer only, and processing may take 3 - 4 weeks after the conclusion of the issued Permit.

[Lessee initials ____ | Staff initials____]

The responsible reserving party shall be solely responsible for any and all damages or costs associated with repair, replacement and/or clean up of the facility. The City of Wylie shall assess damages done and shall make the final decisions as to suitable repair and/or replacement. Any cost associated with damages and/or lack of cleaning of the facility that is over the deposit amount will be assessed to and

paid by the responsible/reserving party within fourteen (14) days of completion of the event being reserved.

[Lessee initials ____ | Staff initials____]

If cancellation is initiated by PARD due to facility closing, staff will secure alternate site (if available). If unable to do so, Lessee may reschedule or receive a full refund, which shall be the only remedy to the Lessee.

[Lessee initials ____ | Staff initials____]

Lessee must be present during entire reservation.

[Lessee initials ____ | Staff initials____]

The number of guests present must adhere to the stated capacity of the facility.

[Lessee initials ____ | Staff initials____]

Admittance prior to the time specified on the Rental Agreement and Permit is prohibited. Requests for extension of rental time must be paid in full at least two (2) weeks prior to the reservation.

[Lessee initials ____ | Staff initials____]

Set-up and clean-up must be completed within the rental time frame. Upon completion of the reservation, all areas must be left as found and the cleaning checklist must be completed and signed by the Lessee.

[Lessee initials ____ | Staff initials____]

A limited number of tables, chairs, and equipment are available for use. Lessee is responsible for setting up, taking down, cleaning, and returning all tables, chairs, and equipment to designated areas.

[Lessee initials ____ | Staff initials____]

Decoration and signage plans must be approved in writing by the Facility Supervisor. With permission, decorations may be affixed to the building or building fixtures with painters tape only. No items may be affixed to the windows. Everything applied must be removed upon conclusion of the reservation. Signage, artwork, announcements, etc. displayed in the room must face into the room. Items legible or recognizable from outside of the rented space must be moved or removed.

[Lessee initials ____ | Staff initials____]

Candles for birthday cakes and sterno cans for warming food are allowed. All other open flames are prohibited without permission from PARD staff.

[Lessee initials ____ | Staff initials____]

The City requires proof of liability insurance, meeting all City requirements, from all caterers using the facility.

[Lessee initials ____ | Staff initials____]

Possession and consumption of alcoholic beverages is prohibited on City property [per Ordinance, Chapter 10, Article II], except as permitted by the Alcohol Policy-Brown House [per Ordinance, No. 2015-38], where applicable. In the event that Lessee desires to reserve the Brown House under this Rental Agreement and receives approval to consume, possess or serve alcoholic beverages at the Brown House in accordance with the Alcohol Policy-Brown House, Lessee acknowledges and agrees that Lessee has reviewed and understands the Alcohol Policy-Brown House and shall comply with all provisions of the Alcohol Policy-Brown House, which is incorporated herein by reference for all purposes.

[Lessee initials ____ | Staff initials____]

Gambling is prohibited. Smoking is prohibited inside City facilities [per Ordinance, Chapter 74, Article 1, Section 74-2].

[Lessee initials ____ | Staff initials____]

One (1) adult chaperon, age twenty-one (21) or over shall be required per ten (10) youth/children under the age of eighteen (18) Chaperons must be present when the facility is opened and remain present until all youth have left the facility.

[Lessee initials ____ | Staff initials____]

The PARD reserves the right to immediately cancel this reservation if any of the above guidelines, rules and regulations are not being properly followed.

RESERVATION STAND-BY

During hours that the facility is closed to the public, staff are available for scheduled reservations only. For weekend rental emergencies, when PARD staff is not available at the facility, please call the Reservation Stand-by phone number, 214-549-5920 or Public Safety Communications Non-Emergency Number, 972-442-8171. Please be prepared to provide your name and that you need assistance with a reservation at Bart Peddicord Community Center, Wylie Recreation Center, or Brown House.