

## PAVILION & RENTAL POLICIES

### I. Identity of the Parties and General Terms

1.01 These policies shall govern any rental between the undersigned party ("Renter") and the City of Bedford, Texas ("City") (collectively referred to as "the Parties"), and shall be in force as against the person designated below as "Second Signer" as if that person were the Renter. Renter agrees to abide by these policies in any such rental of property, facilities, or otherwise, from the City.

1.02 Renter acknowledges that a special event permit is required and must be presented prior to any rental, for Mass gatherings (more than 100 people for over a six (6) hour time period) where:

- the general public is invited (e.g. circus, carnival, parade, music festival); or
- when any portion of a City street within the City right-of-way is to be temporarily restricted or closed (e.g. Block Parties, Bike Rides or 5K Walk/Runs on City Streets).

1.03 The City of Bedford Special Events Manager, or that person's designee ("Supervisor") has the right to refuse rental if the proposed event conflicts with events scheduled by the Parks & Recreation Department or if the proposed use is perceived to be physically detrimental to the facility. Exceptions to this paragraph may be permitted only with prior approval.

1.04 If Renter will carry out fundraising activities including but not limited to vending of concessions or an entrance fee, or the utilization of a food truck, bounce house, or portable toilets during a rental, Renter must provide a written description of such events prior to the rental, and must obtain special written permission from Supervisor prior to any such rental.

### II. Set-up Requirements

2.01 It shall be Renter's responsibility to be on-site for the entire duration of the rental and to comply with and enforce all policies, rules, and regulations pertaining to pavilion usage.

2.02 Renter shall comply with all applicable federal, state and local laws, including without limitation all ordinances of the City of Bedford and all rules, regulations, and requirements of the City Parks & Recreation, Police, and Fire Departments.

2.03 Renter is responsible for the setup and cleanup of the facility and must include time needed for setup, decoration, and cleanup in the requested rental time.

2.04 Renter shall be permitted the use of the areas rented during the specified time. Renter shall not obstruct or interfere with the rights of the other renters of adjacent rented space or public areas.

2.05 At no time shall a renter sub-lease or assign a rental.

2.06 Services other than those otherwise described herein must be furnished solely by the Renter who agrees to be responsible for, and to acquire necessary electrical, health, sound, and other permits as may be required and to comply with all codes and laws of the City of Bedford. Any such services to be provided must be described in writing by Renter, prior to the rental period, and are subject to the approval of the Supervisor. Such services shall include, by way of example, special sound and lighting equipment, additional stage facilities, extra electrical and utility services.

2.07 Renter agrees to assume any and all expenses related to any additional services.

2.07 Water access during the rental is limited to the restroom sinks and water fountains on the rental site.

### III. Decorations

3.01 A limited number of picnic tables may be available for use by the Renter.

3.02 Renter shall not be permitted to nail, tack, screw, or otherwise physically attach materials to any part of the facility. Masking tape, painter's tape or scotch tape are preferred, if necessary. No items may be displayed or used in any manner which is harmful to the physical structure or facade of any facility. No items may be hung from the ceiling of any facility. All decorative materials must be treated with flame proofing and meet the requirements of the City of Bedford Fire Codes.

3.03 All decorations must remain inside the rented area and must be completely removed at the conclusion of the rental, including any means of hanging, attaching, or displaying.

### IV. Cleaning Requirements

4.01 All trash must be bagged and disposed of properly in trash receptacles, during and after any rental.

4.02 Renter is responsible for cleaning any waste, mark, spill, or contamination of any kind which occurs during the rental period.

4.03 If a rented facility is not returned to a state of cleanliness, at the discretion of the Supervisor, after any rental, the Renter shall be responsible for any costs of cleanup incurred by the City.

### V. Security Requirements

5.01 Not fewer than one chaperone at least 21 years of age shall be required for every 25 minors to be present during the rental. Minors shall include every person 18 years of age or younger. The required number of chaperones shall be present when the rental begins, be present throughout the rental time, and shall not leave the area until all youth have vacated the immediate area.

5.02 Parks & Recreation staff shall reserve the right to determine whether police security shall be required during a scheduled activity and, in collaboration with the Bedford Police Department, shall determine the amount of security required during the occupancy of the facility. If the renter refuses to assume the cost of such police security, then the rental shall be subject to cancellation.

5.03 Any rental application must state the maximum expected attendance. A rental may be shut down immediately by Bedford Parks & Recreation staff or the Bedford Police Department without refund of deposit or rental fees under the following conditions:

- If attendance exceeds the number of expected attendees by 10% or more; or
- In the event of any breach of the peace as determined by any Peace Officer.

### VI. Cancellation

6.01 If a Renter intends to reschedule a rental due to inclement weather or due to schedule conflicts, the Renter must contact City staff by the next business day following the scheduled rental date to reschedule or request a refund.

### VII. Prohibited Activities and Items

7.01 Commercial solicitation and commercial transactions are prohibited during a rental.

7.02 Golfing, archery, petting zoos, fireworks, paint ball guns, remote control vehicles including but not limited to planes, and horseback riding are prohibited. Firearms are prohibited except as authorized by law. No activity involving discharge of firearms may be conducted without the prior approval of the Supervisor. Pets shall be kept on a leash at all times.

7.03 Glass containers are not permitted. Alcoholic beverages are not permitted.

7.04 Where vehicle parking lots or areas have been set aside in any park in the City, no vehicle shall be driven over or across the curbs, sidewalks, grass or lawn of any City property, and vehicles

shall be parked in designated parking lots or other areas as designated and not elsewhere unless such parking arrangements have been approved in writing by Supervisor prior to the rental.

7.05 Campfires and open burning are not allowed. Cooking fires may be started and maintained only in a stove, fire pit, barbecue pit, or a portable camp stove.

**VIII. Additional Terms**

8.01 The City reserves the right to cancel a rental at any time. Violation of these policies or the terms of any rental agreement shall result in cancellation without refund of deposit. City reserves the right to refuse to rent any facility to any Renter whose previous rental was terminated for violation of the terms of this policy.

8.02 Use of bounce houses and other amusements must be indicated in rental application, including a written description of proposed amusement and its use. Renter must maintain a liability insurance policy with limits of \$500,000 will be required listing the City as an additional insured party. Renter shall present proof of such insurance policy to the Supervisor prior to the rental period. Generators will not be provided by the City, and must be used for all bounce houses or other amusements.

8.03 Renter agrees to indemnify and hold harmless the City, its agents, and employees from and against any claims for damages to persons or property arising out of any use of the facility and its premises by Renter. The Renter does hereby assume all liability and responsibility for bodily injuries, claims, or suits for damages to persons or property of whatsoever kind or character, occurring in connection with the use of the facility or its premises by Renter, Renter's agents, servants, employees, contractors or subcontractors. The City assumes no responsibility for any property placed in or about the facility. Nothing in this paragraph shall be construed as a waiver of any immunity or defense on the part of the City.

8.04 Any exception to any of these policies not approved in writing by the Supervisor shall be of no effect.

8.05 These policies and any rental agreement between the Parties shall be governed by the laws of the state of Texas, irrespective of any choice of law provision, and venue for any dispute arising from this agreement or its interpretation, or from the rental, shall be in Tarrant County, Texas, and the Parties hereby irrevocably agree that venue shall be proper only in Tarrant County, Texas.

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Renter's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Second Signer's Signature

\_\_\_\_\_  
Date

