

City of Buda

CITY PARK FACILITIES USE AGREEMENT

THIS FACILITIES USE AGREEMENT for City Park (the "Agreement"), located at 204 San Antonio Rd., Buda, Texas 78610 (the "Facility"), is made and entered into by and between the City of Buda, Texas, a home-rule municipal corporation (the "City") and _____ (the "User"). The City is the owner of the Facility and its improvements, and desires to make certain parts of the Facility including the City Park Amphitheater, its Pavilion, or the entire Facility available on a rental basis for non-City sponsored or City co-sponsored events, for special events, or leisure activities that have community building and recreational value for the enjoyment of City citizens and visitors.

THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the City hereby grants User a non-assignable license to use and occupy the Facility as follows:

I. FACILITY REQUESTED FOR USE (select requested facility or facilities):

- City Park Amphitheater
- City Park Pavilion
- City Park Amphitheater & Pavilion

II. USER INFORMATION

USER (Name of company, corporation, organization, or individual):

ADDRESS:

Street: _____

City: _____

Suite/Apt.#: _____

State Zip Code: _____

III. USER CLASSIFICATION (select appropriate option):

- Individual
- Business (Tax ID#: _____)
- Non-Profit Organization (Tax ID#: _____)

IV. CONTACT(S):

Please provide three (3) contacts for with knowledge of the event at the Facility

Name: _____ Phone: _____

Email: _____

Name: _____ Phone: _____

Email: _____

Name: _____ Phone: _____
Email: _____

V. EVENT INFORMATION:

EVENT NAME: _____
EVENT DATE(S): _____
PREP TIME BEGINNING: _____ GATES OPEN: _____
EVENT BEGINS: _____ EVENT ENDS: _____
PROJECTED TIME TO COMPLETE CLEAN UP OF FACILITY _____
(Note: Costs are based upon actual time, with a minimum of two (2) hours assessed)
ESTIMATED # OF ATTENDEES: _____
PERFORMERS (ACTS): _____

FULL DESCRIPTION OF EVENT (include principal performer/activity):

NAME AND LOCATION OF FACILITIES PREVIOUSLY USED, RENTED OR LEASED BY APPLICANT:

VI. VENDING & TICKET SALES* (NO GLASS AND/OR STYROFOAM ALLOWED AT FACILITY)

*The User agrees to obtain Vendor Permit(s) for each vendor present, in addition to a vendor percentage, if applicable.

Buda City Ordinance – [Mobile Food Vendors/ Temporary Food Events](#)
City of Buda – [Mobile Food Vendor Permit Application](#)

WILL CONCESSIONS AND FOOD BE SOLD?

- Yes
If yes, please describe items to be sold: _____
- No

WILL ALCOHOLIC BEVERAGES BE SOLD?

- Yes
If yes, please describe items that will be sold? _____
- No

WILL ALCOHOLIC BEVERAGES BE SERVED**?

- Yes
If yes, please describe items that will be served: _____
- No

**Alcohol may be sold or served on the Facility premises only if all policies and laws of the City of Buda, Hays County, and the State of Texas are observed, including the regulations of the [Texas Alcoholic Beverage Commission \(TABC\)](#). Any and all alcohol serving and/or sales must be within a fenced and enclosed area.

WILL OUTSIDE FOOD OR DRINKS BE ALLOWED?

- Yes
- No

TICKET PRICES:

Advance \$ _____
Online \$ _____
Gate \$ _____
Other \$ _____

WILL WEATHER AFFECT EVENT TAKING PLACE ON DATE & TIME SET FORTH?

- Yes
- No

VII. UNACCEPTABLE USE OF CITY FACILITY:

User agrees that it shall not engage in or cause to be brought onto the Facility at any before or during use of the Facility, any use or activity that violates any federal, state or local laws and regulations. Specifically, City reserves the right to refuse, stop, or require modification of use by User based upon one or more of the following:

- Depiction in any form of nudity or semi-nudity, profanity, obscenity, or lewdness, or characterizations which suggest, depict, or promote any such element or sexually oriented products, activities, or materials;
- Promotion in any form of illegal drugs, illegal drug use or illegal drug materials, or characterizations which suggest or depict the promotion or glorification of any such products, activities, or materials;
- Promotion of the use or sale of firearms, explosives or other weapons, or the depiction, suggestion or glorification of violence or acts of a violent nature;
- Use of language or descriptive material which taken in form and context is deemed to be unsuitable for and contrary to community standards of appropriateness for governmental or family publications;
- Use of words, language, representations, or descriptive material of any kind having more than one meaning or connotation, one of which would otherwise be prohibited under this policy; or
- If the City determines the health, safety and welfare of the general public is unreasonably jeopardized.

VIII. GENERAL INFORMATION, POLICIES, AND USER REQUIREMENTS

a. **RESERVATIONS:** No verbal agreements for the use of the Facility will be valid. All reservations must be confirmed in writing. Deposits shall be paid in full at the time reservation is made and the payment of all appropriate fees shall be made no later than thirty (30) business days prior to event or within thirty (30) business days of being invoiced, for those costs not assessed until during or after usage of the Facility. Application for use of the Facility is not a guarantee or entitlement to same. It is recommended that any event with an anticipated attendance of five thousand (5,000) people or more allow a minimum of sixty (60) days for review.

b. **ABUSE OF FACILITY POLICIES:** The Special Events Supervisor or his/her designee reserves the right to eject any person or group for breach of this Agreement, for violating applicable laws or for

otherwise posing an unreasonable risk to the health safety and welfare of the general public. Any use of the Facility where there is violation of the terms of this Agreement, or applicable laws or where a use poses an unreasonable risk to the health safety and welfare of the general public may form the basis for the City to determine that the criteria for granting use of the Facility for a subsequent event is not met in accordance with applicable rules and regulations.

c. WEATHER: The Special Events Supervisor has the right to terminate an event if in his/her opinion the ongoing weather situation could pose an unreasonable hazard to the guests, performers, staff, or the Facility. **Notice** – Facility may be subject to flooding. If flooding occurs, the User is responsible for ensuring the safety of its guests, performers and equipment.

d. SOUND ORDINANCE, LAWS AND POLICIES: All sounds and music produced by the Special Event must comply with City Ordinance No. 2013-34 which includes the following restrictions:

- Maximum of eighty (80) decibels during the day and sixty-five (65) decibels during the nighttime.

*User agrees to comply with all applicable laws of the United States, State of Texas, ordinances of the City of Buda, including Police and Fire Department requirements, and all rules, regulations and policies as may be adopted from time to time by the City governing or otherwise affecting the use of the Facility. The most recently adopted City Park Usage Policy is hereby made a part of this Agreement.

REQUEST AN EXEMPTION**

I request an exemption to allow a maximum sound level of _____ decibels until no later than _____ p.m.

I understand this exemption must be approved by Buda City Council prior to execution of this agreement.

**Should sound levels exceed the established level or cause a disturbance or should the content cause a breach of the peace, the Special Events Supervisor or his/her designee will request that the volume be lowered or the amplification turned off. Failure to comply with this request may result in fines, arrest, termination of the event, and/or forfeiture of deposit and user fees.

e. ANTI-DISCRIMINATION: Discrimination by the User, its officers, agents, volunteers, or employees on account of age, race, color, religion, sex, physical disability, or nation origin in admission to the Facility is prohibited.

f. FACILITY PROPERTY: No decorative or other materials shall be nailed, tacked, screwed, glued, or otherwise physically attached to any part of the Facility without prior authorization from the Special Events Supervisor. User agrees to leave the Facility in as good condition as it was prior to the usage. User agrees to assume all responsibility for any damages to the premises or facility as a result of the User's use. Should the User not comply, all or part of the security deposit shall be retained by the City to repair replace, or pay for any property damage to the Facility, and/or User may be invoiced by City for any property damage, replacement and repairs incurred in excess of the security deposit.

g. TRASH AND LITTER REMOVAL: Clean, well-kept grounds are important to the safety and the satisfaction of the event participants. User shall maintain a clean site during the event as well as leaving the venue clean after the event. The City will supply ten (10) sixty-gallon trash receptacles in City Park for use by the User during special events. Any additional needed trash receptacles or dumpsters are the responsibility of the User. Event sites shall be cleared of all ground trash immediately after the event. Failure to properly clean the event site will result in charges against the deposit in an amount relative to the cost of labor and materials required by the City to clean the event site.

h. PARKING PLAN: Does your event require a parking plan?

Yes

If YES, Parking Plan must be submitted to and approved by the Chief of Police and the Director of Public Works prior to event.

If YES, The Parking Plan must include location, transportation, direction, traffic flow, emergency access and ADA compliant parking.

No

***There is NO charged parking allowed on City Park grounds. To minimize safety concerns and conflicts with residents while encouraging off street parking, the City requires Facility Users provide free parking at City Park. You may include a "parking fee" in your initial ticket price if you would like to be compensated for parking during the event.

i. CURFEW. The Facility is closed from 10 p.m. to 6 a.m.

REQUEST AN EXEMPTION

I request an exemption to extend park hours from _____ to _____.

I request closure of the following city street(s): _____

I understand this exemption must be approved by Buda City Council prior to execution of this agreement.

j. COPYRIGHT/ROYALTY FEES: User agrees, represents, and warrants that nothing contained in the event program, performance, concert, exhibition, or in any other way connected with the User's activities under this Agreement shall violate or infringe upon any copyright, patent, right of privacy, or other statutory or common law right of any person, firm, or corporation. Further, the User warrants that all programs, performances, concerts, exhibitions or anything used or performed under this Agreement involving works protected by statutory or common law copyrights or other proprietary law have been duly licensed or otherwise authorized by the owners of such works or legal representatives thereof. **USER FURTHER AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY OF BUDA, ITS OFFICERS, AGENTS, VOLUNTEERS, AND EMPLOYEES, FROM ANY AND ALL CLAIMS, FEES, EXPENSES OR COSTS INCLUDING LEGAL FEES ASSERTED OR INCURRED WITH REGARD TO SUCH WARRANTY, AGREEMENT AND/OR REPRESENTATION.** Standard ASCAP, SESAC, and BMI licensing fees will be paid as applicable by the City of Buda according to current municipal rates for the gross revenue. Any licensing fees required of the User will be the responsibility of the User to pay.

k. SECURITY: Based on the size and content of your event, the City may require the use of certified/uniformed Peace Officers (Hays County Sheriff's Department/Buda Police Department/or other licensed Peace Officer). Security for events is the responsibility of the user. The User must pay for any cost related to the security. Security guards must be present thirty (30) minutes prior to the beginning of the event to thirty (30) minutes after the event is over. Officers must receive a schedule of the event and the hours they will be required on site as well as an itinerary for the event. The names and contact information of these Officers shall be required by the Parks and Recreation Department and are due no later than one (1) week prior to the event.

*Please note: The City of Buda has the right to require additional security for your event if deemed necessary.

DOES YOUR EVENT REQUIRE SECURITY?

- Yes
If YES, Security Plan must be approved by the Chief of Police
If YES, The User agrees to pay the sum of \$ _____ for staff and security costs.
- No

l. INSURANCE REQUIREMENTS FOR CLASS A, BAND C EVENTS: User shall procure and maintain, at its sole cost and expense for the duration of this Agreement, Commercial General Liability insurance in the name of the User, for limits of not less than one million dollars (\$1,000,000) per event, for personal injury, death, or property damage to property arising out of any one occurrence. This insurance policy must cover, in addition to the general public, all entertainers, as well as their support staff, and any other individual participating in or attending the event for which the facility is used. The General Liability insurance shall be written by a carrier with an A:VITI or better rating in accordance with the current A. M. Best Key Rating Guide, and only insurance carriers licensed and authorized to do business in the state of Texas will be accepted. User must furnish proof of coverage through a Certificate of Insurance at least two weeks prior to the event. The City must be named as Additional Insured with a waiver of subrogation. All insurance certificates shall be forwarded to the City's Risk Management Division for approval prior to the event.

m. INDEMNIFICATION. IT IS AGREED THAT USER SHALL INDEMNIFY AND HOLD HARMLESS THE CITY AND ITS OFFICERS, AGENTS, VOLUNTEERS AND EMPLOYEES FROM ANY AND ALL ACTIONS, CLAIMS, COSTS, DAMAGES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEY'S FEES AND COURT COSTS, ARISING OUT OF PERMITTEE'S USE OF THE FACILITY. FURTHERMORE, SUCH INDEMNIFICATION SHALL APPLY WITH RESPECT TO ALL ACTS OR OMISSIONS OF THE USER AND USER'S PARTICIPANTS, STUDENTS, SPECTATORS, INVITEES, LICENSEES, RELATIVES, FRIENDS AND THEIR RESPECTIVE INVITEES OR LICENSEES ASSOCIATED THEREWITH. THE USER SHALL BE LIABLE FOR ANY LOSS, DAMAGE OR INJURY TO PERSONS OR PROPERTY WHATSOEVER BY REASON OF THE NEGLIGENCE OF THE PERSON TO WHOM SUCH PERMIT IS ISSUED AND HIS OR ITS AGENTS, OFFICERS OR EMPLOYEES. SUCH INDEMNITY SHALL APPLY REGARDLESS OF WHETHER THE CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, OR LIABILITY ARISE IN WHOLE OR IN PART FROM THE NEGLIGENCE OF THE CITY, ANY OTHER PARTY INDEMNIFIED HEREUNDER, THE USER OR ANY THIRD PARTY. THERE SHALL BE NO ADDITIONAL INDEMNIFICATION OTHER THAN AS SET FORTH IN THIS SECTION. ALL OTHER PROVISIONS REGARDING THE SAME SUBJECT MATTER SHALL BE DECLARED VOID AND OF NO EFFECT.

n. RELEASE. THE USER HEREBY RELEASES, RELINQUISHES, AND DISCHARGES THE CITY, ITS OFFICERS, AGENTS, VOLUNTEERS AND EMPLOYEES FROM ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER, INCLUDING THE COST OF DEFENSE THEREOF, FOR ANY INJURY TO OR DEATH OF ANY PERSON AND LOSS OF OR DAMAGE TO ANY PROPERTY THAT IS CAUSED BY, ALLEGED TO BE CAUSED BY, ARISING OUT OF, OR IN CONNECTION WITH THE USER'S USE OF THE FACILITY. THIS RELEASE SHALL APPLY REGARDLESS OF WHETHER SAID CLAIMS, DEMANDS, AND CAUSES OF ACTION ARE COVERED IN WHOLE OR IN PART BY INSURANCE AND REGARDLESS OF WHETHER SUCH INJURY, DEATH, LOSS OR DAMAGE WAS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE CITY, ANY OTHER PARTY RELEASED HEREUNDER, THE USER, OR ANY THIRD PARTY. THERE SHALL BE NO ADDITIONAL RELEASE OR HOLD HARMLESS PROVISION OTHER THAN AS SET FORTH IN THIS SECTION. ALL OTHER PROVISIONS REGARDING THE SAME SUBJECT MATTER SHALL BE DECLARED VOID AND OF NO EFFECT.

o. **ADVERTISING:** Advertising or announcements shall not be made public without a security deposit and prior approval of this Agreement by the City. All visual media must include language specifying all City Park policies relevant to the User's event. Use of the City of Buda's logo or graphics in advertising or announcements is strictly prohibited unless otherwise expressly authorized by the City in writing.

p. **SERVICE/PERSONNEL FEES (STAFF COSTS):** All events held at the City Park Amphitheater or Pavilion shall be required to have the City's staff representative and backstage manager present at the expense of the User. For all events at the Amphitheater or Pavilion, the User is required to utilize volunteers or its own internal employees for all other elements of the event. If the User cannot provide its own internal employees/volunteers, the User shall request additional assistance from City Staff member(s) for a service fee of thirty dollars (\$30) per hour per City staff member needed. Costs associated with the City staffing as set forth in this paragraph will be charged to the User upon the conclusion of the event in the form of a final invoice. The City reserves the right to collect staff costs prior to an event.

q. **SECURITY DEPOSIT.** A security deposit is required for all reservations and must be paid in full when the reservation is made. Security deposits shall be used by the City to hold and confirm reservations, and to repair, replace, or pay for any property damage that occurs during the User's event at the Facility. The minimum deposit required is set forth in the most recent resolution adopted by City Council with respect to this subject matter, and as attached hereto. User shall be responsible for all damages to the Facility and for the cost of any unreasonable wear and tear of the Facility or services, emergency or public safety services including police and fire, provided to, at or dispatched to the Facility as a result of User's misuse, improper or unlawful use of the Facility. The security deposit may be held by the City at the discretion of the City for a period of time reasonably necessary to determine the full extent of damages and to make all repairs or secure replacements. Any unused portion of the deposit will be refunded upon the following conditions: 1) all terms of this Agreement have been met, 2) the Facility is left in good condition, and 3) cancellation procedures have been properly followed.

r. **USER FEES:** User Fees are established and approved by the City of Buda City Council on a regular basis. The user fee must be paid thirty (30) business days in advance of the event. The current schedule of fees is set forth in the most recent resolution adopted by City Council of the City with respect to this subject matter, and as attached hereto.

City Park Rental Fees:

AMPHITHEATER ONLY		
	PER EVENT	DEPOSIT (REFUNDABLE)
NON-PROFIT	\$1,000	\$1,500
FOR-PROFIT	\$2,000	\$1,500

PAVILION ONLY		
	PER EVENT	DEPOSIT (REFUNDABLE)
NON-PROFIT	\$750	\$1,500
FOR-PROFIT	\$1,000	\$1,500

AMPHITHEATER + PAVILION		
	PER EVENT	DEPOSIT (REFUNDABLE)
NON-PROFIT	\$1,750	\$1,500
FOR-PROFIT	\$3,000	\$1,500

ENTIRE CITY PARK SITE (requires City Council approval)	
NON-PROFIT	\$3,500
FOR-PROFIT	\$5,000
DEPOSIT (REFUNDABLE)	\$3,000

s. TICKET SALES AND ADMISSION FEES: The User may charge an admission fee to the event. The number of tickets available for presale shall be limited to three thousand five hundred (3,500) for Amphitheater events. While an event is in progress, the City Special Events Supervisor or his/her designee may authorize additional admission if such would not jeopardize the health, safety, and good order of the event.

t. CANCELLATION REFUNDS: Full or partial refunds of fees or deposits, including security deposit, require advance written notice of cancellation to the City Special Events Supervisor at least (30) days prior to the user date.

u. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties regarding User's rental and use of the Facility and supersedes all prior verbal or written representations, negotiations, understandings, and agreements between the parties. This Agreement may be executed in counterparts, which shall constitute and be deemed an original.

v. GOVERNING LAW: This Agreement shall be governed by the laws of the State of Texas without regard to its choice of law provisions. Any dispute arising under this agreement shall be heard in a Hays County, Texas.

w. TERM AND FEE: The User agrees to pay \$ _____ on or before _____ for use of the Facility for the above stated purpose(s) and is valid only during the date and times specified in Section V. "Event Information", above.

I, THE UNDERSIGNED, AGREE TO ADHERE TO ALL OF THE ABOVE AND ALL APPLICABLE GUIDELINES, ORDINANCES, POLICIES, USER REQUIREMENTS AND RESTRICTIONS, AND TO PAY ALL APPLICABLE DEPOSITS, FEES AND EXPENSES.

ACCEPTED AND AGREED:

USER:

Authorized Signer: _____

Printed Name: _____

Title: _____

Date: _____

CITY OF BUDA:

Authorized Signer: _____

Printed Name: _____

Title: _____

Date: _____