

# TOWN OF HORIZON CITY

## RENTAL AGREEMENT FOR HORIZON CITY PARKS

Organization/Individual Name: _____			
Applicant's Name: _____			
Contact Person: _____			
Street Address: _____		City: _____	ST: _____ Zip: _____
Email: _____		pH: _____	Other: _____
Park Name: <input type="checkbox"/> Desmond P. Corcoran <input type="checkbox"/> Golden Eagle <input type="checkbox"/> Horizon Mesa			
(Specific Area) _____			
Start Date: _____		End Date: _____	Days of Wk: _____ Time: _____
Start Date: _____		End Date: _____	Days of Wk: _____ Time: _____

Type of Event: _____		Open Public <input type="checkbox"/> Private <input type="checkbox"/>
Approximate Anticipated Participants _____		Purpose/Scope of Event: _____
Will event have vendors or sales of goods? <input type="checkbox"/> N/A <input type="checkbox"/> No <input type="checkbox"/> Yes*    Number/Type: <input type="checkbox"/> Food* <input type="checkbox"/> Other		
Explain: _____		
<small>*Town Vendor Permit Required. Food vendors must have a food handler's license &amp; must make arrangement with Health Department for inspections.</small>		
Is event a fund raiser? <input type="checkbox"/> N/A <input type="checkbox"/> No <input type="checkbox"/> Yes    Type: <input type="checkbox"/> Charitable <input type="checkbox"/> Other _____		

I recognize that the Town of Horizon City, its co-sponsors, other entities, their employees or agents assume no responsibility for any individuals using the facility during the time frame described above. I will assume all risks that arise from this rental. I hereby waive any claims against the City, its co-sponsors, departments, officers, employees or agents for any injuries or losses that arise from this rental.

As a general statement of policy, groups may use desired facilities on a rental basis providing that, such activities are consistent with the general activities of the facility and according to the availability of the facility. Use of all City-owned parks and facilities will be granted through the Public Works Department, which oversees the facilities. Priority of use will be given to programs directly sponsored or co sponsored by the City; other City departments will have the next priority for use of all facilities and parks.

- A. **Non-Discrimination Compliance:** Facility users will not discriminate against any person or deny access to or participation in any program contemplated by this policy, or in any facility used in connection therewith, on the basis of race, national origin, age, gender, sexual orientation, or disability.
- B. **Liability:** Any user of City facilities shall be solely responsible for any and all liability arising from personal injury, including death or damage to property, arising from any act or failure to act of the user or any of user's officials, agents, or employees, and user agrees to release, indemnify, and hold harmless the Town of Horizon City from any and all such liability. The liability of the City shall be subject to the immunities and limitations of the Texas Tort Claims Act and of any amendment thereto.
- C. If the City, in its sole discretion, determines that additional supervision is needed for any activity, the cost of providing extra personnel for supervision will be added to the rental fee, if any.

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- D. Official representatives and signers of permits are held responsible for the care of the facilities, the control of all participants, spectators, etc., and the payment of all applicable charges.
1. Renters must be present for the entire activity and be responsible for the decorum of those present.
  2. Renters will comply with the requests of a City employee in charge of the use of the facilities and equipment to ensure compliance with applicable laws, regulations and rules.
  3. Renters will be responsible for providing Security protection as may be appropriate. Renters are also responsible for abiding by all Federal, State, County and local laws and regulations.
  4. Renters may not make any alterations to electrical, permanent structures, or any equipment. Nothing shall be affixed to walls or furniture, which may mar or damage the structures. No furniture or equipment may be moved without prior consent of authorized City employees. Any equipment, furniture, etc. must be returned to its prior place, position, etc. before the facility is vacated.
  5. Renters agree to hold the Town of Horizon City and its employees harmless against any claims of loss or damage to property of permit holders and guests on City premises or park areas.
  6. Renters agree to abide by the requirements of the Americans with Disabilities Act and not discriminate on the basis of disability.
  7. Renters assume all responsibility in cleaning the facility/grounds after using it.
- E. If an admission fee is charged, a minimum percentage of 10% of the gross collected at the gate, or a flat fee, may be collected in addition to other charges. The collection from the gate must be presented to the City and collection of the fees needs to be paid within a week after the event.
- F. Security may be required for the scheduled activity. If required, security plans must be approved by the Police Department.

I, \_\_\_\_\_ understand and will comply with the rules above.  
(Applicant's Printed Name)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**The holder of this Reservation/Permit has received permission for sole use of the facilities, parameters outlined above.**

Category: Sport Event  Water Park  Party  Other \_\_\_\_\_  
Parent/Guardian # of Players Waivers \_\_\_\_\_ Insurance # \_\_\_\_\_

Authorized by: \_\_\_\_\_ Permit Type: \_\_\_\_\_ Reservation No: \_\_\_\_\_

**OFFICE USE ONLY**

Rental Fee: \$ \_\_\_\_\_ Deposit: \$ \_\_\_\_\_ Key Agreement Deposit: \$ \_\_\_\_\_ Total Fee: \$ \_\_\_\_\_

Cash  Credit Card  Ref # \_\_\_\_\_ Check  # \_\_\_\_\_ Receipt # \_\_\_\_\_ Date: \_\_\_\_\_