



Lake Jackson Parks and Recreation Department  
 91 Lake Rd, Lake Jackson, TX 77566  
 979-297-4533 fax 979-297-0021

## DUNBAR PARK PAVILION RENTAL AGREEMENT

### Renter Details

PLEASE PRINT CLEARLY/

<b>Renters Name:</b>	
<b>Mailing Address/City/State/Zip:</b>	
<b>Contact Phone:</b>	
<b>Alternate Phone:</b>	
<b>Email:</b>	

**Event Details:** *Misrepresentation by the RENTER to the intent, type, or nature of activity to be held at the park will result in loss of deposit and possible ban from future rentals.*

<b>Date of Event:</b>			
<b>Time of Event:</b>			
<b>Description of Event:</b>			
<b>Type of Event:</b>	<b>Private Party:</b>	<b>Special Event:</b>	
<b>Estimated Attendance:</b>			
<b>Will There Be Alcohol?</b>	Yes___ No___	<b>Will there be amplified Music?</b>	Yes___ No___
<b>Will you have a Moonwalk?</b>	Yes___ No___ <small>(See rules and regulations)</small>	<b>Name of company you will be renting from?</b> _____	
Private Party Pavilion Rental Permit Fee:	<b>\$100 per day</b>		\$
Daily Fee Deposit:	<b>\$100</b>		\$
Additional Security Deposit:	<b>\$200</b>		\$
<b>NOTE: Special Event Rental Permit is for rentals that are open to the public such as, but not limited to small festival, craft fair/market with up to 250 in attendance.</b>			
Special Event Rental Permit Fee:	<b>\$150 per day</b>		\$
Special Event Fee Deposit:	<b>\$400</b>		\$
Seafood Boil/Fry Maintenance Fee:	<b>\$100</b>		\$
<b>Total Amount Due</b>			\$

By signing you are affirming you have read, understand, and agree to comply with the rules and the regulations stated. Failure to comply may constitute forfeiture of deposit and /or event termination. Applicant understands that the City of Lake Jackson is not responsible for any actions that take place during or resulting from this event and is immune from liability for any cause of action which may arise as a result of negligence of the City of Lake Jackson, or any person involved with or attending this event. I agree to indemnify and hold the City of Lake Jackson harmless from all liability for the foregoing.

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

**FOR OFFICE USE ONLY**

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Verified by: \_\_\_\_\_ Date: \_\_\_\_\_

## DUNBAR PARK PAVILION



## CHANGE RENTAL AGREEMENT

### Renter Details

PLEASE PRINT CLEARLY

<b>Name:</b>	
<b>Date:</b>	
<b>Reason for Changes:</b>	

### New Event Details

<b>Date of Event:</b>			
<b>Time of Event:</b>			
<b>Description of Event:</b>			
<b>Type of Event:</b>	<b>Private Party:</b>	<b>Special Event:</b>	
<b>Estimated Attendance:</b>			
<b>Will There Be Alcohol?</b>	Yes___ No___	<b>Will there be amplified Music?</b>	Yes___ No___
<b>Will you have a Moonwalk?</b>	Yes___ No___ <small>(See rules and regulations)</small>	<b>Name of company you will be renting from?</b> _____	
Private Party Pavilion Rental Permit Fee:	<b>\$100 per day</b>		\$
Daily Fee Deposit:	<b>\$100</b>		\$
Additional Security Deposit:	<b>\$200</b>		\$
<b>NOTE: Special Event Rental Permit is for rentals that are open to the public such as, but not limited to small festival, craft fair/market with up to 250 in attendance.</b>			
Special Event Rental Permit Fee:	<b>\$150 per day</b>		\$
Special Event Fee Deposit:	<b>\$400</b>		\$
Seafood Boil/Fry Maintenance Fee:	<b>\$100</b>		\$
<b>Administrative Fee for Change</b>	<b>\$12</b>		\$
<b>Total Amount Due</b>			\$

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By signing you are affirming you have read, understand, and agree to comply with the rules and the regulations stated. Failure to comply may constitute forfeiture of deposit and /or event termination. Applicant understands that the City of Lake Jackson is not responsible for any actions that take place during or resulting from this event and is immune from liability for any cause of action which may arise as a result of negligence of the City of Lake Jackson, or any person involved with or attending this event. I agree to indemnify and hold the City of Lake Jackson harmless from all liability for the foregoing.

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

<b>FOR OFFICE USE ONLY</b>			
Employee Signature: _____	Date: _____	Verified by: _____	Date: _____



## DUNBAR PARK PAVILION RENTAL RULES & REGULATIONS

**DUNBAR PARK PAVILION** is rented for the day from 5:00 am to 30 minutes after sunset (Ordinance Sec. 66-1). It is unlawful for any person to be in city parks when they are closed, except when scheduled and authorized by the city.

### RENTAL REQUIREMENTS

- One of the Rental Permits listed below must be obtained to use the Dunbar Park Pavilion.
  - **PAVILION RENTAL PERMITS:** Private Rentals such as, but not limited to birthdays and family gatherings not open to the public with up to 250 guests.
  - **SPECIAL EVENT PERMITS:** Rentals open to the public such as, but not limited to small festivals, carnivals, or craft fair/market with up to 250 guests in attendance.
- All applicable fees must be paid in full, and a facility rental agreement must be completed to reserve facility.
- **Reservations must be made 14 days in advance.**
- The City may deny a rental agreement based upon the RENTER'S past use of City facilities.
- **ADDITIONAL SECURITY DEPOSIT:** Events with amplified music (live music, DJ, etc.) alcohol, 100 or more people in attendance, or open to the public require an additional security deposit of \$200. NOTE: Additional Security deposit included in Special Events Deposit.
- **SEAFOOD BOIL/FRY MAINTENANCE FEE:** A \$100 non-refundable maintenance fee is due in addition to all regular use fees for hosting any Seafood Boil/Fry. **Please read Seafood Boil/Fry Requirements below for hosting Seafood Boil/Fry in City Parks.**

### RENTAL CHANGES/CANCELLATIONS

- Any cancellation, and/or change to rental agreement will result in an additional \$12 cancellation/change fee and must be submitted in person/writing at the Recreation Center by the deadline.
- Rental cancellations made at least 14 days prior to rental date are eligible for a full refund, less cancellation/change fee. Cancellations made within 7-13 days prior to rental date are eligible for a 50% refund. Cancellations made less than seven (7) days prior to rental dates are not eligible for a refund.
- In the event of inclement weather, as determined by Parks & Recreation staff:
  - **A FULL REFUND WILL BE ISSUED** if the RENTER cancels the event **IN WRITING 48 HOURS PRIOR** to the event.
  - **LESS THAN A 48 HOUR NOTICE AND UP TO 2 HOURS PRIOR** to the event, the renter may contact the Recreation Center during ***normal facility hours*** and ***reschedule*** their rental to any available time slot for the same facility at no additional charge.
  - ***Failure to cancel or reschedule up to 2 hours prior to the rental will result in FORFEITURE of the rental fee.***

### SPECIAL EVENT RENTAL POLICIES

- The Event Organization is responsible for ensuring that all those who use Dunbar Park facilities, including all guests, service providers, vendors, volunteers, staff, caterers, musicians, DJs, entertainers and/or group members, comply with all conditions in the Agreement and all applicable rules, regulations, and ordinances.
- The person who signs the Rental Agreement on behalf of the Event Organization is required to be at Park facility during the entire time that it is being used pursuant to this Agreement. The Event Organization who signs this Agreement is responsible for the entire event including set up, operation, and break-down.
- Event Organization shall comply with all regulations established by the City for the intended public property, park, or facility; and comply with all codes and regulations governing public safety or health including but not limited to, health codes, fire codes, permits for sale of food, and sign permits.

### RENTAL RULES

- **MOONWALKS:** The use of inflatable "moon walks", generators, and similar equipment is permitted but a State Inspection certification for each inflatable at the event must be provided to the Recreation Center – Lake Jackson prior to scheduling a function. Failure to do so will result in loss of moon walk privileges for the designated event and forfeiture of deposit. Please use a generator, electrical outlets at pavilions and facilities are not guaranteed. **WATER INFLATABLES AND SLIDES ARE PROHIBITED IN ALL PARKS.**
- For Sunday rentals, the Dunbar Pavilion code must be obtained at the Recreation Center – Lake Jackson before 2:00pm on Saturday (**Recreation Center is currently closed on Sundays.**)



- All events are subject to inspection by the Lake Jackson Police Department and Parks and Recreation staff.
- RENTER is responsible for supplying their own trash bags and cleaning supplies.
- RENTER is responsible for picking up all trash and debris from the reserved area, parking lot and emptying all trash cans and properly disposing of in **provided dumpster**.
- RENTER must remove all decorations including balloons, streamers, tape, etc. Failure to do so will result in forfeiture of Deposit.
- The RENTER is responsible for all actions of their guests and will be held responsible for any complaints, damage, rule, or law violation that may occur. Failure to abide by the rules will result in forfeiture of your deposit and termination of your event. In addition, if the Lake Jackson Police Department is required to respond to your event due to a complaint, damage or rule or law violation, ALL deposits will be forfeited.
- In accordance with the city ordinance Sec. 86-67 regarding sound amplification: it shall be unlawful for any person, group, or entity, while in a public park or on a public street or sidewalk, to amplify noise, music, or speech to such a volume that it would disturb the sensibilities of a reasonable person residing in a surrounding neighborhood. Any profanity through a PA system will result in the immediate closing of the reserved venue. **Dunbar Park Renters must turn off ALL amplified music at 9:00pm.**
- RENTER and guests must park in designated parking areas only. No parking on grassy areas, sidewalks, driveways, or pavilions.
- All pets must be on a leash.
- Lake Jackson Parks and Recreation is not responsible for any equipment and/or property left at Park.

#### PROHIBITED ITEMS

- The sale of alcoholic beverages.
- Glass in or near City Parks.
- Water Moonwalks or water slides.
- Petting zoos, pony rides or livestock.
- Skates, skateboards, scooter devices, bicycles, tricycles, or any other human powered devices are prohibited under any park pavilions.
- Swimming, bathing, or wading is prohibited in ponds, lakes, or reservoirs.
- Garage Sales and Cook-Off Competitions

#### SEAFOOD BOIL / FRY REQUIREMENTS

- Cooking and Park Protection
  - You should cook, if possible, on a dirt or paved/solid area. This should NOT be in the parking lot or public sidewalk where the public parks or walks or where combustibles are located.
  - You may NOT put heat generating devices within 15' of a tree canopy.
  - Likewise, the burner/heat source should be protected from any grass/grounds.
  - Propane hoses must be stamped for use with the fuel type.
  - NO homemade devices or connections allowed.
- Mandatory Cleanup Requirements
  - Bring **PERSONAL** trash bags / cans needed to remove all shells and post consumption product from the site. **TAKE IT HOME!**
  - **DO NOT DUMP** shells/by product in the park dumpsters / receptacles. They attract nuisance animals.
  - Buckets to remove all seafood boil water/oil from the site. You may NOT dump the water/oil in the park, or a storm drain.
  - Table paper or covers where seafood has been distributed should ALSO be removed from the park and not disposed of on site.

***Misrepresentation by the RENTER to the intent, type, or nature of activity to be held at the park will result in loss of deposit and possible ban from future rentals. City may deny future reservation for similar activities or events if the applicant fails to abide by all terms and conditions in this Agreement.***