



Nolanville Park & Facility  
Reservation and Use Agreement

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

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Email: \_\_\_\_\_

Park Selection: **Monarch Park**  **Fox Park**  Reserved Date: \_\_\_\_\_

Start / End Times: \_\_\_\_\_ Number of People Expected to Attend: \_\_\_\_\_

Nature of Meeting / Program: \_\_\_\_\_

**Rental Rates - Check Boxes**

<b>Monarch Park – 4 Hours</b>		<b>Fox Park</b>	
<input type="checkbox"/>	Basketball Court – <b>\$25.00</b>	<input type="checkbox"/>	Recreation / Open Play – <b>\$0.00</b>
<input type="checkbox"/>	Soccer Field – <b>\$25.00</b>	<input type="checkbox"/>	Field Use Reservation (4 hours) – <b>\$25.00</b>
<input type="checkbox"/>	Mini Pitch – <b>\$25.00</b>		
<input type="checkbox"/>	Small Pavilion (12x12) – <b>\$25.00</b>	<b>Concessions</b>	
<input type="checkbox"/>	Tournamnets – <b>\$250.00</b>	<input type="checkbox"/>	4 hours – <b>\$25.00</b>

**All rentals include 1 hour before for setup & 1 hour after for cleanup**

**\*\*\* EACH ADDITIONAL HOUR IS \$10.00 \*\*\***

***All fees are based on the Fee Schedule located in the City's Code of Ordinances***

RENTAL FEE PAID: \_\_\_\_\_ Received By: \_\_\_\_\_ Date: \_\_\_\_\_

ADDITIONAL HOURS PAID: \_\_\_\_\_ Received By: \_\_\_\_\_ Date: \_\_\_\_\_

## City of Nolanville Park & Facility Reservation Application

Applications accepted for following Monarch Park Facilities:

- Basketball Court
- Soccer Field
- Mini Pitch

Priority use of park to be granted by reservation only; reservation may be made by contacting the City of Nolanville.

**Please note, individuals may not utilize city facilities for profit making endeavors.**

### INDEMNIFICATION

Indemnification. Licensee agrees that it will indemnify and save the city harmless of, from and against any and all claims, demands, actions, damages, losses, costs, liabilities, expenses and judgments (hereinafter "claims") recovered from or asserted against city on account of injury or damage to persons or property to the extent that any such damage or injury may be incident to, arise out of, or be caused, either proximately or remotely, in whole or in part, by an act, omission, negligence or misconduct on the part of licensee or any of its agents, servants, employees, contractors, patrons, guests, licensees or invitees or of any other person entering upon the licensed premises with the express or implied invitation or permission of licensee, or when and such injury or damage is the result, proximate or remote, of the violation by licensee or any of its agents, servants, employees, contractors, patrons, guests, licensees or invitees of any law, ordinance or governmental order of any kind, or when any such injury or damage may in any way arise from or out of the occupancy or use by the licensee, its agents, servants, employees, contractors, patrons, guests, or invitees. Licensee further expressly covenants and agrees to protect, defend, indemnify, and hold harmless the city from all claims based upon alleged joint and/or concurrent negligence of the city and licensee arising out of or incident to licensee's occupancy or use of the licensed premises. Licensee covenants and agrees that in case city shall be made a party to any litigation commenced by or against licensee or relating to this license or to the licensed premises, then licensee shall and will pay all costs and expenses, including reasonable attorney's fees and court costs, incurred by or imposed upon city by virtue of any such litigation.

## GENERAL POLICY FOR NOLANVILLE PARK RENTALS

<b>FEES</b>	Rental Fee is due at time when you pick up the keys for rental. All payments must be made with cash or a credit card. A convenience fee is applicable to credit card payments, and a service charge for dishonored payments, as provided in Sec. A2.003. of the Code of Ordinances.
<b>PAYMENTS</b>	All payments must be made with cash or a credit card. Only MasterCard, Visa, and Discover credit cards are accepted. All refunds are subject to the final discretion of the City Personnel based on the key return and condition of the community center upon completion of rental.
<b>LIABILITY</b>	Renter agrees to pay for any damage done to the facility, grounds or furnishings by themselves, their guests, caterers, or employees during or pertaining to their rentals. A signed contract covering this aspect will be required at the time of rental application. If damage should occur, notification will be given to the renter as soon as damages have been determined. If repairs or clean up by Recreation Center staff is required the renter will be financially responsible for the cost of the repairs and clean up not covered by the deposit. The City of Nolanville is not responsible for anyone injured on the premises, personal property left on the site, or rental equipment. Persons renting a portion of the Community Recreation Center may request use of a designated area (outside or inside) for a bounce house. A "Request for Use" and "Hold Harmless Agreement" must be submitted at least two weeks prior to the rental and, if permission is granted, documentation of general liability insurance (\$1,000,000.00 per occurrence) from the company supplying the bounce house must be provided listing the City of Nolanville as an additional insured. This information must be turned in prior to the rental. Other activities/entertainment used as part of your rental may also require the above mentioned paperwork. Please notify staff if you have any questions or concerns.
<b>SET UP AND TAKE DOWN</b>	Renters are responsible for set up and take down of all items used such as tables and chairs. Tables and chairs must be returned to the area they were originally obtained.
<b>CLEAN UP</b>	Renter is responsible for all clean up and related items to be completed during the scheduled reservation time. All decorations, litter and other debris must be disposed of properly. Trash must be bagged and left in a designated area. Staff will inspect the facility after rental is complete. Failure to comply with rules and regulations will result in the forfeit of the security deposit.
<b>FIRE PROVISIONS</b>	<ul style="list-style-type: none"> <li>➤ Smoking is not allowed within the City Parks.</li> <li>➤ Candles must be securely supported on a substantial non-combustible surface and candle flames must be protected (votives, etc.).</li> <li>➤ Natural vegetation (live trees, wreaths) are prohibited unless a certificate of flame retardancy is submitted to staff prior to bringing items on site.</li> <li>➤ Decorative vegetation (bales of hay) requires a certificate of flame retardancy submitted to staff prior to bringing items on site.</li> <li>➤ Sterno cans are allowed for food warming purposes. All other type warming units must be pre-approved through the Fire Department prior to the event.</li> <li>➤ Fog machines are prohibited.</li> <li>➤ Entrances and exits may not be obstructed.</li> <li>➤ Fire Department non-emergency number 911.</li> </ul>
<b>SUPERVISION</b>	<b>Children, under age 17, must be supervised. An adult to child ratio of 1:20 is required.</b>
<b>FOOD AND BEVERAGES</b>	Parties are allowed to bring their own food and drink ( <b>non-alcoholic</b> ) on-site.
<b>ALCOHOL</b>	Alcohol is <b>PROHIBITED</b> on park grounds

<b>SECURITY</b>	Security deemed necessary by Nolanville staff may require renter to hire off duty police. The renter is responsible to make this arrangement and pay all fees. <b>Police Department personnel may be reached at 254-698-6334.</b>
<b>DECORATIONS</b>	<ul style="list-style-type: none"> <li>➤ The use of tacks or staples are permitted but must not create damage. Nails and adhesives of any kind is prohibited. Floral wire and/or ribbon are permitted as long as nails are not used to attached to walls or furnishings. The renter is responsible for leaving the facility in its original condition. If cleaning by staff is needed after the reservation, you will forfeit your deposit.</li> <li>➤ Fresh flowers, plants, and balloons may be used. The renter is responsible to ensure that live plants have a dish under them to prevent damage and/or incidents. While it is not permissible to throw rice or confetti; birdseed and dried flowers may be thrown outside but must be cleaned up.</li> </ul>
<b>LOGO</b>	<b>The name of the City of Nolanville, Nolanville logo, trademarks or other distinguishing marks may not be used by renters, except when noting the address on invitations, maps, etc.</b>
<b>ENTERTAINMENT</b>	After hours, lyric appropriate music is allowed during your event (harpist, string quartets, disc jockeys, and bands). Music is allowed during your event during operating hours if the noise level is kept to a minimum. <b>Staff will determine lyric and noise level appropriateness.</b>
<b>FUNDRAISING / GAMBLING</b>	Gambling with money is prohibited.
<b>CONFLICT / EXCLUSION / NOISE</b>	<ul style="list-style-type: none"> <li>➤ City Personnel may cancel any scheduled reservation should the activities planned be in conflict with the stated rules or special activities of the City of Nolanville. The City of Nolanville reserves the right to ask any guests or individuals exhibiting unacceptable behavior to leave the building.</li> <li>➤ No illegal activities of any kind will be allowed on the premises. Noise levels may be limited/adjusted during your rental.</li> </ul>

After each rental, a designated City Employee will walk through to inspect the premises. Once the city has inspected the premises a refund of deposit will be released and your deposit will be mailed within two (2) weeks of rental.

**(Initial)**

\_\_\_\_\_ I have received a copy of the Nolanville Park and Facility Policies and Procedures and will abide by these Policies and Procedures.

\_\_\_\_\_ I understand that a portion or all of the deposit may be withheld for cleaning and/or damages.

**\*\*\* IF you should need to cancel your rental early we need at least 48 hours' notice to receive a full refund of rental fees and deposits.\*\*\***

The City reserves the right to close all or any portion of Facilities, with or without notice. The City may inspect the rented Facilities prior to any event. The City is not required to have available staff to monitor the use of the rented Facilities. Renter shall be responsible for any damage resulting from use of the Facilities and other portions of the Facilities caused by use of Renter, Renter's members, or Renter's invitees. It is the responsibility of Renter to inform participants, members and invitees of any closure decisions.

\_\_\_\_\_  
Renter's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Representative

\_\_\_\_\_  
Date