



FACILITY RESERVATION APPLICATION

THE NAME AND ADDRESS BELOW IS WHERE CHECK REFUNDS WILL BE SENT – MAKE SURE IT IS LEGIBLE, COMPLETE, AND CORRECT. PLEASE ALLOW 4-6 WEEKS FOR REFUND.

Name _____ Date of Birth _____

Address _____ Apt# _____ City _____ Zip _____

Phone # (Home) _____ (Work) _____ (Cell) _____

Email _____ Additional Contact _____

Phone # (Home) _____ (Work) _____ (Cell) _____

Room: _____ Date: _____ Time _____ until _____ (include setup & breakdown)

Type of Function: _____ # of Guests _____

[72" round _____] [48" round _____] [6'rectangle _____] [5'rectangle _____] [Chairs _____]

Room: _____ Date: _____ Time _____ until _____ (include setup & breakdown)

Type of Function: _____ # of Guests _____

[72" round _____] [48" round _____] [6'rectangle _____] [5'rectangle _____] [Chairs _____]

Room: _____ Date: _____ Time _____ until _____ (include setup & breakdown)

Type of Function: _____ # of Guests _____

[72" round _____] [48" round _____] [6'rectangle _____] [5'rectangle _____] [Chairs _____]

Initial agreement after reading all points below, then print name, sign, and date:

_____ I will be present at the start of the rental and remain throughout rented time.

_____ Room will not be opened before I arrive, and clean-up must be completed before rental time ends.

_____ Nothing will be allowed into the room before the rental time, including decorations, guests, food, DJ or caterers.

_____ At the completion of the rental, all guests shall leave the building in order for City staff to inspect the rental area.

_____ I am the only one who may make rental changes, including: changing room, date, time, table/chair requests, and cancellation. Unless additional contact is added.

_____ All participants must always remain inside the rented rooms. I am responsible to make guests aware of this policy and will oversee returning them to the room. Guests refusing to follow this policy after being warned may be asked to leave.

_____ I am responsible to stay until cleaning is completed and paperwork is signed. Rental is complete when: floors clean, tables/chairs clean and returned to closet, trash taken to dumpster, guests have exited the building, and personal items are removed from facility.

_____ I have fully read and agree to the *Facility Reservation Policy* and *Carrollton PARD Refund Policy*.

_____ Cash/check deposits take up to 30 days after the rental to process. Visa/MasterCard deposits take up to 7 days to process.

_____ I understand that if damages occur beyond the deposit, renter will be held responsible for the difference.

Printed Name _____ Signature _____ Date _____



FACILITY RESERVATION POLICY

APPLICANT GRANTED THIS RESERVATION AGREES TO ABIDE BY THE FOLLOWING:

BASIC RENTAL INFORMATION - Designated city facilities are available for social, civic, business, cultural, recreational, or charitable purposes. Reservations will be accepted from adults 21 years or older. A rental application form must be completed. Reservations can be scheduled up to three months (90 days) in advance. City programs and events hold priority over rentals in facility scheduling. Reservations will be made only after the renter has read, agreed to abide by, and signed this policy, and paid the security deposit and rental fees. Rental meetings must be open to the public without regard to race, age, sex, religion, national origin, political affiliation, or disabilities. Attendance is limited by the capacity of the rooms as established by the Building Code and the Fire Marshal. Reservations are taken on a first-come basis. City staff is permitted the authority to determine unacceptable behavior of individuals while on the premises, with the right to cancel reservations or request the person(s) to leave. Future use shall be denied those violating City Ordinance and Policies.

DEPOSIT - Cash, credit card, check or money order for deposit is required. The security deposit is a separate fee and is deposited. If paid by check, the deposit is refundable 30 days after the date of purchase when all conditions of the reservation are met. Checks will not be accepted within 30 days of rental date. Other forms of payment will be processed for refund within a week after the event. Additional \$200 deposit required for any reservations that include serving alcohol. Reserved area must be left in a clean condition and without any damage by renter. Rentals must remain within the allotted time, or additional fees will be incurred. If these conditions are not met the renter forfeits their deposit. If damages occur beyond the deposit, renter will be held responsible for the difference.

CHARGING FEES/SALES - Use of a facility for financial gain is prohibited. No admittance fee or any other charge for attendance may be attached to any function. No part of the City premises may be used for money-raising activities unless the renter has pledged the funds to a charitable or public service program. The City has the authority to audit the renter's financial books or to require a financial statement. It is unlawful to sell or offer for sale any food, drinks, confections, merchandise, or services, unless such person has a written agreement, or a permit issued by the Parks and Recreation Department.

DAMAGES - The individual for whom the reservation is made shall be responsible for any loss or damage to the property during the tenure of their reservation and shall reimburse the City for replacement cost of the property. A company or organization must designate a responsible individual for the rental. Applicant agrees to abide by all City, State and Federal laws. The City will not be liable for damage, injury or loss to person or property that may occur during the occupancy of the facility. The renter will agree to hold the City of Carrollton and its employees fully harmless for any actions that may arise out of the use of the facility. If damages occur beyond the deposit, renter will be held responsible for the difference; renter specifically agrees that any damage may be charged to the Visa or MasterCard used to pay for the reservation or deposit.

PUBLICITY - In the event publicity concerning the meeting is circulated which lists the facility as the location, this disclaimer must be included: "This event is not sponsored by the city of Carrollton." Neither the name nor address of the facility may be used as the official address or headquarters of an organization.

RENTAL COMPLETION - At the end of the rental period the renter shall return the room to its original arrangement, remove food and personal items, and clean the area before leaving. Renter must clean floors, place all trash in plastic bags and take trash to dumpster. For outdoor facilities, the renter must provide any needed cleaning supplies and must remove all equipment and supplies at the end of the rental. The City will not store nor be held responsible for any property left on the premises. The renter and department staff will complete a facility checklist before, during and at the conclusion of the rental.

CHAPERONES - Renter agrees to provide a minimum of three (3) adult chaperones, parents or adults 21 years of age or over for the first fifty (50) youth (under 18 years of age) and one additional chaperone for each twenty (20) additional guests. Chaperones must be present at all times. City staff may not be considered chaperones.

SET UP/CLEAN UP - Set-up and clean-up time must fall within the rental time. Renters are responsible for setup and take down of all rental equipment. Department staff will not be available to assist. A limited number of tables and chairs are available for use. Check with staff prior to the rental about inventory available at the site. The center does not furnish eating utensils, plates, cups, serving dishes, serving utensils, tablecloths, decorating supplies, microphones, podiums, extension cords, or other equipment. The center does furnish cleaning supplies. Tables, chairs, floors, and walls must be cleaned and left in original condition. An extra charge will be assessed and deducted from the deposit if the rental exceeds the contracted time and/or expected attendance. Rentals may be extended after posted closing time for cleanup only by special arrangement. Refunds will not be issued for rentals ending earlier than stated on the reservation agreement. A clean up charge will be assessed, as appropriate.

AFTER-HOURS - After-hours rentals will be assessed staffing fees at a rate of \$25 per hour, per staff member, and management will determine staffing needs based on times and event type. Some rentals, at managements discretion, may require an off-duty police officer to be present at the rate of \$40 per hour (\$45 per hour outside), in addition to the staff rate.

GENERAL REGULATIONS:

- The use of controlled substances or alcohol is prohibited on the premises (exception with proper approval at designated sites).
- No smoking inside facility or near the exit doors.
- Gambling is not permitted on the premises.
- Decorations must be authorized by department staff. Nails, thumbtacks, etc. must not be used to attach decorations to the structure or to the furnishings. Decorations must meet all fire codes (no open flames, votives, stemos, etc.) Gel stemos are allowed.
- Birdseed may be thrown outside only (no rice or confetti).
- On cancellations due to weather, rental may be transferred to another date, but refunds are subject to refund policy.
- Permits are required for special events. Contact 972-466-9804 for the Downtown Gazebo or Building Inspections for all others at 972-466-3225.
- Contact the Police Non-Emergency number for outdoor reservation issues at 972-466-3135.

CANCELLATIONS/REFUNDS – Renter agrees to read and abide by Carrollton PARD refund policy.

1. Up to one week before rental, a refund/credit will be given less the \$5 administrative fee.
2. Within one week of rental, 50% of deposit or fees (whichever is less) will be deducted from refund.

Signature of responsible party: _____ **Date:** _____



INDEMNITY AND RELEASE OF CLAIMS

_____ (“Lessee”) executes this Release of Claims (the “Agreement”) effective as of

(Date)

RENTALS

City of Carrollton is providing _____ (“Property”) scheduled for _____ (“Event”). The Lessee agrees as follows:

1. As lawful consideration for being permitted to lease the Property, the Lessee releases the City of Carrollton and its respective officers, directors, employees, agents, or clients, from any legal liabilities resulting from the use of Property.
2. LESSEE ASSUMES FULL RESPONSIBILITY FOR ANY INJURIES OR DAMAGES THAT MAY OCCUR TO THE LESSEE, ITS EMPLOYEES, OR ITS GUESTS, INVITEES OR CUSTOMERS, IN, ON, OR ABOUT THE PROPERTY AND FULLY AND FOREVER RELEASES AND DISCHARGES THE CITY OF CARROLLTON AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, BOTH IN THEIR PUBLIC AND PRIVATE CAPACITIES, FROM ANY AND ALL CLAIMS, DEMANDS, DAMAGES, RIGHTS OF ACTION, OR CAUSES OF ACTION, RESULTING FROM OR ARISING OUT OF THE LEASED PROPERTY, USE OF THE LEASED PROPERTY BY LESSEE, ITS EMPLOYEES, CONTRACTORS, GUESTS OR INVITEES OR THE EVENT.
3. THIS RELEASE EXTENDS AND APPLIES TO ALL UNKNOWN, UNFORESEEN, UNANTICIPATED, AND UNSUSPECTED INJURIES, DAMAGES, LOSS, AND LIABILITY, AND THE CONSEQUENCES OF THEM, AS WELL AS THOSE DISCLOSED OR KNOWN TO EXIST. THE LESSEE EXPRESSLY WAIVES ALL PROVISIONS OF ANY STATE, FEDERAL, LOCAL, OR TERRITORIAL LAW OR STATUTE, PROVIDING IN SUBSTANCE THAT RELEASES WILL NOT EXTEND TO CLAIMS, DEMANDS, INJURIES, OR DAMAGES THAT ARE UNKNOWN OR UNSUSPECTED TO EXIST AT THE TIME TO THE PERSON ON EXECUTING THE RELEASE.
4. THE LESSEE WILL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF CARROLLTON AND ITS OFFICERS, DIRECTORS, EMPLOYEES, CLIENTS AND AGENTS, BOTH IN THEIR PUBLIC AND PRIVATE CAPACITIES, FROM ANY AND ALL CAUSES OF ACTION, CITATIONS, LIABILITIES, CLAIMS, DAMAGES, LOSSES, COSTS, EXPENSES, DEMANDS, SUITS, AND ACTIONS (INCLUDING ATTORNEYS’ FEES) FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR FROM ANY NEGLIGENT OR STRICTLY LIABLE ACT OR OMISSION OR INTENTIONAL WRONGFUL ACT OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS ARISING OUT OF OR RESULTING FROM THE LEASED PROPERTY, USE BY LESSEE, ITS EMPLOYEES, CONTRACTORS, GUESTS OR INVITEES OF THE LEASED PROPERTY OR THE EVENT.
5. Effect of this Agreement. This Agreement is to be read in conjunction with other agreements between The City of Carrollton and the Lessee. Except for the provisions which the parties have modified by this Agreement, all other provisions of the parties’ agreements remain in effect. This agreement controls to the extent there are conflicts between the Agreement and other agreements.

THIS IS A RELEASE OF LIABILITY. DO NOT SIGN THIS AGREEMENT IF YOU DO NOT UNDERSTAND OR DO NOT AGREE WITH ITS TERMS.

By its authorized representative’s signature, the Lessee agrees to and accepts this Agreement:

Print name: _____ Phone Number: _____

Signature: _____ Date: _____

Address: _____ State: _____ Zip: _____



SPECIAL EQUIPMENT PERMIT

of Participants: _____ Event Date: _____

Site Name & Address: _____

Printed Name: _____

Phone Number: _____ Email: _____

Type of Special Equipment: _____

Signature: _____ Date: _____

City Use Only

Staff- initial and date when each documentation/item is received.

_____ Rental Company Liability Insurance

_____ Renter Special Equipment Deposit

_____ Facility Rental Application (if applicable)



APPLICATION TO SERVE ALCOHOL

Uniformed Police presence is required during all events where alcohol is being served.

- The City reserves the right to determine the number of police officers at an event.
- All police officers used in the facility will be arranged through and provided by the Carrollton Police Department.
- Officers are required to be present once alcohol service begins and until the end of the contract time.
 - Renter is responsible for the cost of Officers, which will be paid directly to the officer at the conclusion of the event.
 - \$40 per hour (\$45 outdoor events) per officer, with a 3-hour minimum.
 - Number of officers required will be determined by the Carrollton Police Department, taking into consideration all aspects of the event.
 - A **Police Officer Request Form** is due at the time of application.
 - If additional police officers are required to respond to the event due to a disturbance or more guests attending the event than stated on the request form, the renter may be subject to additional charges and/or the approval to dispense alcohol may be revoked.

Insurance

- Either the sponsor of the event or the caterer/contractor/vendor/concessionaire providing alcoholic beverages at the event must carry or obtain a Liquor Liability Addendum to their General Liability Policy and have such policy endorsed to name the City of Carrollton as additional insured on the policy.

Insurance requirements are as follows:

General Liability Coverage: \$1,000,000 per occurrence, \$2,000,000 annual aggregate
 G/L must include coverage for the following:
 Must be on a per occurrence basis
 Must include Medical Expense limits of not less than \$10,000
 Personal and Advertising Injury limit of not less \$1,000,000
 Products and Completed Operations limit of \$2,000,000 aggregate
 Fire Damage, any one fire limit of \$1,000,000

By signing below, as the prospective renter of a City facility, I agree to follow the rules, regulations, policies and laws related to alcoholic beverage distribution and consumption. It is my responsibility to secure any necessary permit(s) and adhere to laws and procedures of the Texas Alcoholic Beverage Commission. I also understand and agree to the terms of the City of Carrollton Alcoholic Beverage Policy, including but not limited to the following:

Printed Name _____ Signature _____ Date _____

City Use Only

Staff- initial and Date when each form /documentation is received

_____ Facility Rental Application	_____ Reservations Serving Alcohol
_____ Police Officer Request Form	_____ Certificate of Insurance
_____ TABC License	_____ Caterer Agreement and Insurance