



Town of Sunnyvale

Town Center Park Use Application

127 N. COLLINS RD., SUNNYVALE, TX 75182

Date received: _____

Received by: _____

Applicant Name(s): _____

Applicant Address: _____

City: _____ ST: _____ Zip: _____ Telephone: _____

Fax: _____ Email Address: _____

Organization Name: _____

Address: _____ City: _____ ST: _____ Zip: _____

Time and Date Desired: All reservations must end by 9 p.m.

Event Date: _____, 20____. Time: _____ am pm to _____ am pm

Total number of hours: _____

Type of event or activity: _____

Pavilion: _____ Tennis Court #1: _____ Tennis Court #2 _____ Total number of attendees: _____

Liability Insurance Required? Yes / No Is there a charge? Yes / No Resident _____ Non-Resident _____

**Trash must be gathered and placed at trash receptacles placed in the park
(by the agreement holder)**

**Failure to thoroughly clean facilities
will result in forfeiture of agreement deposit**

Your reservation is NOT guaranteed until confirmed and full payment is received

Signature

Date

OFFICE USE ONLY

Manager approval: _____ Date confirmation sent: _____
Rental amount received: \$ _____ Receipt #: _____ Deposit: \$ _____
Deposit amount refunded: \$ _____ Refund date: _____ By: _____
Type of Residency ID Provided _____ Copy Made? Yes _____ No _____

AGREEMENT: The signatory hereby makes application to the Town of Sunnyvale for the use of town facilities described on the reverse side of this form and certifies that the information given is correct. The signatory further states that he/she has the authority to make this application and agrees to all of the rules and regulations of the Town of Sunnyvale. The applicant agrees to exercise the utmost care in the use of town premises and property.

EVENT RELEASE AND INDEMNITY AGREEMENT: In consideration of the Town of Sunnyvale's acceptance of this reservation application, Applicant and Applicant's heirs, executors, administrators and assigns, forever release and discharge the Town of Sunnyvale and any and all public officials, directors, officers, employees and agents of the Town of Sunnyvale (the "Town of Sunnyvale, et al"), from any and all liability, claims, demands or causes of action that Applicant and/or attendees of the Applicant's event may hereafter have for injuries, death, or damage resulting from participating in the meeting and/or event at Town Center Park for which this reservation is made. Applicant attests and verifies that Applicant assumes the risk of death or injury and that Applicant assumes and will pay medical and emergency expenses in the event of an accident, illness or other incapacity, regardless of whether Applicant has authorized such expense. Applicant further agrees that Applicant WILL NOT SUE OR MAKE CLAIM AGAINST the Town of Sunnyvale, et al for damage of losses sustained as a result of activities directly or indirectly related to the use of Town Center Park. Applicant also AGREES TO PROTECT, DEFEND, INDEMNIFY AND SAVE AND FOREVER HOLD HARMLESS the Town of Sunnyvale, et al from all claims, lawsuits, judgements and costs, including but not limited to, attorney's fees, to reimburse them for any expenses whatsoever incurred in connection with any action resulting from the use of Town Center Park, EVEN IF SUCH DAMAGES AND LOSSES ARE CAUSED BY THE NEGLIGENCE, STRICTLY LIABLE ACT OR OMISSION OR OTHER FAULT OF THE TOWN OF SUNNYVALE, ET AL OR THE PUBLIC OFFICIALS, DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS OF SUCH TOWN OF SUNNYVALE, ET AL. The provisions of this paragraph are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person entity.

CERTIFICATE OF INSURANCE: All facility users that are required to provide event insurance shall provide evidence of General Liability Insurance for not less than \$1,000,000 combined single limit bodily injury and property damage coverage or \$500,000 per person/\$1,000,000 per occurrence property damage. The Town of Sunnyvale will be named as an additional insured by endorsement.

Smoking is prohibited in all town facilities. Alcoholic beverages are prohibited in all town facilities.

Lessee or their agents or employees shall at all times strictly comply and abide by all laws and ordinances (including federal, state, county and city) applying to or affecting the use and occupancy of town facilities.

Lessee shall be responsible for securing and costs of any personnel needed for the operation and security within the facility and it's premises as deemed necessary by the town.

A security deposit may be assessed at the discretion of the town and part or all of the deposit may be retained for failure to comply with policies of the facility.

Lessee shall not sublease or assign the permit or any portion thereof without the written permission of the town.

The Town of Sunnyvale has the right to cancel an approved request or revoke the right of the use of any town facility to any group or individual when:

- Said group or individual has shown sufficient disregard for the policies of the town,
- It is deemed necessary for the concern of the health, safety, and welfare of the user, guest, or the general public,
- Is in the best interest of the Town of Sunnyvale,
- Necessary maintenance and/or repairs must be made.

I (We) have read and understand the rules and regulations for the leasing of town facilities. I (We) understand that I (we) are responsible for any damage(s) that may occur during our lease period, and that the security deposit, in whole or part, may be forfeited to the Town of Sunnyvale if it is determined that the rules and regulations were not followed.

Lessee

Date

Lessee

Date

GENERAL RULES AND REGULATIONS FOR TOWN CENTER PARK

Applicant shall, at all times, comply with the park reservation policy as set forth below:

- (a) Applicant acknowledges having read the rules and regulations
- (b) Applicant shall forfeit the security deposit, in whole or part, to the Town of Sunnyvale if staff determines that the applicant did not follow the rules for usage of the park facility
- (c) Payment must be paid in full at the time the reservation is made, or the reservation will not be scheduled. After payment has been received, the reservation will be posted on-site in the event box
- (d) Trash must be gathered and placed at the trash receptacles placed throughout the park. Any additional cleanup completed by the park maintenance staff will result in forfeiture of the security deposit
- (e) The Utility Clerk will be the contact person for events planned on the premises of Town Center Park. Reservations may be made Monday – Friday from 8 a.m. – 5 p.m.
- (f) The facilities may be reserved seven (7) days a week from 8 a.m. – 9 p.m. All events must conclude by 9 p.m.
- (g) Proof of residency will be required at the time the reservation is made
- (h) Non-residents may request to reserve the park within two (2) weeks of the reservation date if the facility is available, and will only be accepted one (1) time per month
- (i) A security deposit for each reservation is required, as well as, any additional fees at the time the reservation is scheduled
- (j) The use of alcohol or tobacco is prohibited on Town property. If evidence of alcohol or tobacco products are found on the premises, the security deposit will not be refunded, and future rentals will not be allowed
- (k) Inflatables are allowed only in designated areas of the property near the pavilion. A reservation is required in order to set up an inflatable in the park. A one-million dollar (\$1,000,000) certificate of general liability insurance policy with the Town of Sunnyvale listed as an additional insured is required. This certificate must be presented to the Utility Clerk at least one (1) week prior to the scheduled reservation
- (l) Park amenities include: parking area, covered playground, restroom, water fountains, (1) 40' X 60' pavilion with picnic tables, (2) 16' X 16' pavilions with picnic tables, (2) tennis courts with lights, park benches, (1) basketball/multipurpose court, charcoal grills,

exercise equipment, ¾ mile hike/bike trail, pet waste disposal stations, and a fishing pond with catfish, bluegill, bass, and bream (catch and release only)

Hours for Rental:

(a) The hours for rental of Town Center Park shall be seven (7) days a week from 8 a.m. to 9 p.m.

Fee Schedule:

(a) The fee schedule is as follows:

<i>Town Center Park Rental Fee Schedule</i>	
Time	Fees (Resident)
Monday – Sunday (8 a.m. – 9 p.m.)	\$100 Security Deposit (refundable) \$25 per hour (for pavilion) No deposit or hourly charge for tennis court rentals (reservation for the tennis courts must be made in advance)

<i>Town Center Park Rental Fee Schedule</i>	
Time	Fees (Non-Resident)
Monday – Sunday (8 a.m. – 9 p.m.)	\$150 Security Deposit (refundable) \$90 per hour (for pavilion) \$50 Security Deposit (for tennis court rental) (refundable) \$50 per hour (for tennis court rental) (Non-residents may request to reserve the park within two (2) weeks of the reservation date if the facility is available, and will only be accepted one (1) time per month)

(b) Payment of all fees is required at the time the reservation is being made. The facility will be inspected for any damages after the completion of the reservation. If no damages or additional charges exist, the security deposit will be refunded within thirty (30) days. A one-million dollar (\$1,000,000) general liability insurance certificate will be required for all reservations that have an inflatable, climbing wall, or other physical activity. The Town of Sunnyvale shall be listed as an additional insured, and must be presented to the Utility Clerk at least one (1) week prior to the scheduled reservation.

(c) Exceptions:

Any use of the facility for extended periods of time or reoccurring events, must be approved by the Town Manager upon recommendation by the Director of Parks. The Town Manager shall be authorized to set or negotiate rates for groups and special events and to set other fees that are yet to be determined