



Parks and Recreation
1808 2nd Street, Marble Falls, Texas 78654
Phone: (830)798-6250 Fax: (830)693-0832

**License for Use of the
Lakeside Pavilion**

The **City of Marble Falls, Texas** ("City"), a municipal corporation, and the undersigned Licensee enter into this License for use of the Lakeside Pavilion ("Pavilion"), located at 307 Buena Vista, Marble Falls, Texas on **August 1, 2022** upon the terms and conditions set forth below:

1. Licensee Information.

Name / Organization: **Sara Ann Luther**

Address: **220 S. Pierce St.
Burnet, TX 78611**

Telephone Number: **512-756-5489**

2. Date and Time of Use. The City grants the Licensee the right to use the Licensed Property at the following Dates and Times ("License Period"):

Date(s): **Friday, December 9, 2022**

Time In: **8:00 a.m.**

Time Out: **1:00 a.m.**

A rental day is from 8:00 a.m. to 1:00 a.m. The Licensee, its officers, employees, agents, contractors, invitees, band, caterers or other occupants shall vacate the Licensed Property; along with all other personal and rental property and items no later than 1:00 a.m.

Return the keys to the Parks drop box at the end of the event. Anyone not returning the keys to the Parks & Recreation office as instructed shall forfeit the facility deposit. The City will strictly enforce these restrictions.

Premises. The City grants Licensee the right to use the following checked space(s) located at the Pavilion: Pavilion and kitchen.

- Outdoor patio and adjacent yard areas
- Parking areas immediately in front of, adjacent to, and across the street from the Pavilion.

The spaces above shall be referred to collectively as the "Licensed Property."

3. **Purpose.** The City grants Licensee permission to use the Licensed Property solely for the following purposes:

Type of Function: **Banquet**

Estimated Number of Attendees: **300**

4. **Facility Fees.** Licensee shall pay to the City the facility fees listed in this section for use of the Licensed Property. All fees shall be paid by cash, check, money order, or credit card.

LICENSE FEE: ~~\$1,500~~ **\$750**

CLEANING FEE: **\$500**

5. **Facility Deposit.** The city acknowledges receipt of a facility deposit, which shall be kept by the City as security for performance under the License. The facility deposit shall be forfeited and the City will have the right to use the deposit or as much of it as may be necessary to pay any expense incurred by the City as a result of a breach of this License, including but not limited to the repair of damage or excessive cleaning. **In addition, the facility deposit shall be forfeited and the City shall retain the deposit upon the failure to return the keys to the Parks drop box at the end of the event; and the serving pans to the Parks & Recreation office (located at 1808 Second Street) the following business day, or the use or consumption of alcohol without having obtained a permit from the Marble Falls Parks & Recreation Department and without having paid all required Alcohol Sales Permit Fees and Alcohol Consumption Fees.** Licensee shall pay for damage to the Pavilion in excess of the deposit as determined and billed by the City. If the deposit is not used for any such purpose, it shall be refunded to Licensee after visual inspection by the City of the facility and the return of the keys and equipment. Licensee will not be entitled to interest on the facility deposit. Items not completed on the cleanup checklist may result in forfeiture up to the full amount of the facility deposit. All deposits shall be paid by cash, check, money order, or credit card. **The facility deposit will be mailed back to the address listed on the reservation request.**

FACILITY DEPOSIT: **\$1,000**

6. **Permits.** The Licensee is required to obtain the following permits:

☒ ALCOHOL CONSUMPTION PERMIT FEE: **\$25**

☐ ALCOHOL SALES & CONSUMPTION PERMIT FEE: **\$100**

Alcohol Sales and Consumption Permit Fee must be paid for and permit obtained through the Marble Falls Parks & Recreation Department Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m. **no later than two (2) weeks prior to the event.**

7. **Cancellations.** Reservation cancellation by the licensee must be made in writing on or before thirty (30) days prior to any scheduled event for any refund. If a reservation is canceled after such a time or the person does not use the pavilion on the scheduled date, the license fee shall be forfeited. Bad weather is not grounds for refund or cancellation. Refunds will be granted using the following parameters:

1. 30 days - 90 days: 25 % of licensee fees
2. 90 days - 180 days: 50% of licensee fees
3. Greater than 180 days: 100%, minus a \$25 administrative fee

8. Limits on License.

- A. The existence of this License is expressly subordinate to the present and future right of the City to use this property in any manner authorized by law. This License is also subordinate to any easements, utility easements, rights of way, or other property interests recorded and associated with the property.
- B. The City may enter the Licensed Property without giving notice and without incurring any obligation to Licensee and remove any alterations in, or additions or improvements to, installations of any equipment in, or placement of signs on the Licensed Property. Such removal will occur only if the City Manager or his authorized representative deems it is necessary: (a) in order to exercise the City's rights or duties with respect to the Licensed Property; (b) to protect persons or property; or (c) for the public health or safety with respect to the Licensed Property.
- C. In the event of an emergency as identified by the Marble Falls Emergency Operations Management Team, official use of the Pavilion as a shelter for Marble Falls' citizens or residents from the general area will take precedence over any and all reservations that may be in effect. Such preemption shall be without liability to the City for any and all damages that may result from the prior reservation; except for facility fees paid.
- D. This License includes the following services:
 - 1. Electricity
 - 2. Lights
 - 3. Heat and Air Conditioning
 - 4. Water
 - 5. 400 Chairs - rigid metal-framed plastic
 - 6. 36 Round Tables - 60" aluminum
 - 7. 20 Rectangular Tables - 96"x30"aluminum
 - 8. Kitchen facilities
 - 9. PA system with wireless microphones, podium, projection screen and projector, and audio receiver with CD, TV, DVD, and VHS. The audio/video equipment has limited capacity and capability and may not be suitable for all uses.
 - 10. Restrooms
 - 11. Wireless Internet

Failure to furnish any of the services as noted above, resulting from circumstances beyond the control of the City; or limitations of certain services, will not be considered a breach of contract by the City.

9. Conditions.

- A. Licensee shall use the premises in a careful and proper manner so as (1) not to interfere with the use of adjacent facilities within the Pavilion by other licensees; (2) not to commit or permit waste or damages to the premises; (3) to report any and all damage or equipment loss to City personnel immediately or by 8:30 a.m. the following business day; (4) not to conduct or permit business or act that is a nuisance or that may be in violation of any federal, state, or local law or ordinance; and (5) to surrender the premises on expiration or termination of this License in good repair.

NOTE: It is the licensee's responsibility to immediately report problems of any kind upon taking possession of the Pavilion. After hours and on weekends, report via voice message at 830-798-6250.

- B. If the Licensee makes available or consumes alcohol on the Licensed Property, such possession and consumption shall comply with all the laws of the state and with the regulations of the Texas Alcoholic Beverage Commission with regards to the serving of alcoholic beverages. Alcohol must be kept to the

space licensed herein for use. Guests shall not be allowed to leave the facilities with an open alcoholic container. All glass containers must remain inside the facility.

If alcohol is made available or consumed on the Licensed Property, the Licensee shall obtain a permit from the Marble Falls Parks & Recreation Department and pay all required Alcohol Sales Permit Fees and Alcohol Consumption Fees.

- C. Licensee shall not damage in any way the Pavilion buildings, grounds, furnishings, or any parts thereof. In case of damage to Pavilion buildings, grounds, or furnishings, including but not limited to damage to walls, glass, doors, or other parts of the Pavilion caused by any act or omission of the Licensee, its officers, employees, agents, contractors, and invitee, Licensee shall repair and replace the damaged portion of the Pavilion to its original condition utilizing the same kind, size, and quality of materials, and completing the repairs as quickly as possible at Licensee's expense.
- D. Tables and chairs are for the exclusive use of the Licensee. The Licensee shall be responsible for setting up and arranging tables and chairs. **Outside use of these tables and chairs is not allowed.** Decorating is the responsibility of the Licensee. Decorations may be any type or design except that such decorations or the installation or placement of such decorations shall not in any way damage the Pavilion, or violate the fire code. Decorations shall be removed and tables cleared by Licensee upon vacating the Licensed Property.
- E. Serving trays(4) and pans(4) for the steam table and portable warmer are provided.

The Licensee is responsible for cleaning the pans and is responsible for the cost of replacement for those pans not accounted for. The cost of the pans (\$31.25/ea.) will be deducted from the facility deposit.

- F. The Licensee is responsible for providing fire security if the event is proposed to have any open flame or any combustible materials. **The fireplace is for decorative purposes only.** The City fire prevention code will be enforced at all events. The Licensee shall contact the fire marshal for a determination of necessary security should the event be of the above-described nature. Licensee shall not store any motor fuel in the Pavilion. Fuel tanks, boats, vehicles, or equipment on display will be secured in accordance with the instructions of the fire marshal. Except as otherwise provided herein or authorized by the City, the Licensee, the Licensee, its officers, employees, agents, contractors, and invitees are prohibited from bringing into the Pavilion or onto the Pavilion grounds hazardous substances as defined by the Environmental Protection Agency. All other materials that require special handling, storage, or disposal methods that are brought into the Pavilion or onto the Pavilion grounds are the responsibility of the Licensee. None of these materials are to be disposed of in the Pavilion plumbing or trash. The materials must be properly disposed of offsite at a location that accepts the type of material.
- G. The City shall not be responsible for any lost, stolen, or damaged items brought to or left at the Licensed Property by the Licensee, its officers, employees, agents, contractors, and invitees.
- H. Licensee shall not operate, manage, or conduct any activities, events, or operate the Licensed Property in a manner that would discriminate against any person on the basis of race, age, religion, disability, national origin, sexual orientation, gender, or residence or that would otherwise violate Title VI of the Civil Rights Act of 1964. Licensee will not conduct any activities, events, or operate the Licensed Property in a manner that would cause the City to be in violation of any federal, state, or local law or ordinance, or to be in violation of any deed restrictions, covenants, or easements in effect for the Licensed Property.
- I. Licensee shall comply with any and all written policies and rules established now or in the future by the

City for the use of the Pavilion.

J. The Licensed Property may be video monitored.

10. **Indemnification.** To the extent permitted by applicable law, Licensee hereby agrees to indemnify, save, and hold harmless the City, its officers, employees, agents, and licensees against any and all liability, damage, loss, claims, causes of action, expenses, or demands (collectively "Costs") of any nature whatsoever, on account of personal injury (including without limitation, Workers' Compensation and death claims), or property loss or damage of any kind whatsoever, which arises, or is claimed to arise, out of or is, or is claimed to be, in any manner connected with, construction, installation, existence, operation, use, maintenance, repair, restoration, or removal of the Improvements on the Licensed Property pursuant to this License. Licensee must, at its own expense, investigate all those claims and demands, attend to their settlement or other disposition, defend all actions based thereon using counsel satisfactory to City of Marble Falls City Attorney, and pay all other costs and expenses of any kind arising from any of the aforesaid claims, demands or causes of action.
11. **Venue.** Venue for all lawsuits concerning this License must be in the State District courts of Burnet County, Texas.
12. **Waiver of Default.** Either party may waive any default of the other at any time, without affecting or impairing any right arising from any subsequent or other default.
13. **Assignment.** Licensee shall not assign or transfer its rights or duties in this License to any other party.
14. **Notice.** The notice required or permitted to be given in connection with this License must be in writing. Notice may be given by hand delivery or certified mail, postage prepaid, to the recipient at the address for notice set forth below or at the last address for notice that the sender has for the recipient at the time notice is given. If properly addressed and sent certified mail or hand-delivered as provided herein, such notice will be deemed received on the day hand-delivered, as evidenced by a written acknowledgment of receipt by the recipient, or on the third day after deposit in the U.S. mail, if sent certified mail, postage prepaid. Notice given in any other manner will be deemed delivered if and when actually received by the party specified below.
15. **Disputes.** Any disputes or complaints of the Licensee shall be directed to the City Manager of the City. The City and Licensee agree to negotiate in good faith in an effort to resolve any dispute relating to this License that may arise between the City and Licensee. If the dispute cannot be resolved by negotiation, the City and Licensee shall submit the dispute to mediation before resorting to litigation. If the need for mediation arises, the City and Licensee shall choose a mutually acceptable mediator and shall share the cost of mediation services equally. Mediation is a voluntary dispute resolution process in which the parties to the dispute meet with an impartial person, called a mediator, who would help to resolve the dispute informally and confidentially. Any mediator selected by the parties may not impose binding decisions. The City and Licensee must agree to any proposed settlement before the settlement is binding.
16. **Interpretation.** Although drafted by the City, this License, in the event of any dispute over its meaning or application, shall be interpreted fairly and reasonably, and neither more strongly for or against either party.
17. **Application of Law.** This License must be governed by the laws of the State of Texas. If the final judgment of a court of competent jurisdiction invalidates any part of this License, then the remaining parts must be enforced, to the extent possible, consistent with the intent of the parties as evidenced by this License.
18. **Entire Agreement.** This License represents the entire agreement among the parties relating to the subject matter hereof. No changes to this License shall be made except upon written agreement of both parties.

Terms and Conditions Accepted on _____.

LICENSOR:

CITY OF MARBLE FALLS

Name: Lacey Dingman

Title: Parks & Recreation Department Director

LICENSEE:

Name: Sara Ann Luther

Organization:

Sign: _____

Address: 220 S. Pierce St.

Burnet, TX 78611

Phone: 512-756-5489

E-mail: sluther@burnetcountytexas.org