FACILITY RENTAL APPLICATION AND AGREEMENT

Facility requested: (please check which facility)

Burnet Community Center ☑ Wallace Riddell Park Pavilion ☐ Hamilton Creek Park Pavilion ☐

Randy Longoria Park Pavilion ☐ Haley Nelson Park Amphitheatre ☐

Date of Rental: 12-14-26 (Prep days 12/10 & 11)

Name of Group or individual Renting Facility: Burnet County

Address: 220 S. Pierce
Burnet, TX 78611

Phone Number: 512-715-5203

Email Address: sdenton@burnetcountytexas.org

Description of Function: Employee App. Brunch

Will Alcohol be present? _____ Yes ✓ No

The City of Burnet Police Department requires Patrol Officer presence when alcohol is on the premise (see attached form from the Burnet Police Department). Contact the City of Burnet Police Department for detailed information regarding your event at 512-756-6404. The event will be shut down if required security is not present.

For after hours maintenance issues during your event please contact Parks Department Superintendent, Matt Field , at 737-788-6839.

BY SIGNING BELOW, I HEREBY AGREE THAT I HAVE RECEIVED A COPY OF THE RULES AND REGULATIONS WHICH ARE INCORPORATED HEREIN AS THOUGH FULLY TRANSCRIBED HEREIN. I AGREE THAT I SHALL INDEMNIFY AND HOLD THE CITY HARMLESS AS PROVIDED IN THE RULES AND REGULATIONS. I have read and understand the rules and regulations for the use of the Facility and agree with the conditions for use found in this agreement and the rules and regulations as amended including the return of the deposit policy. I assume all responsibility for the condition of the Facility and agree with the conditions for use and for the return of my deposit.

Shelly Denton — 9-1-26

Signature (Responsible Person) **Date**

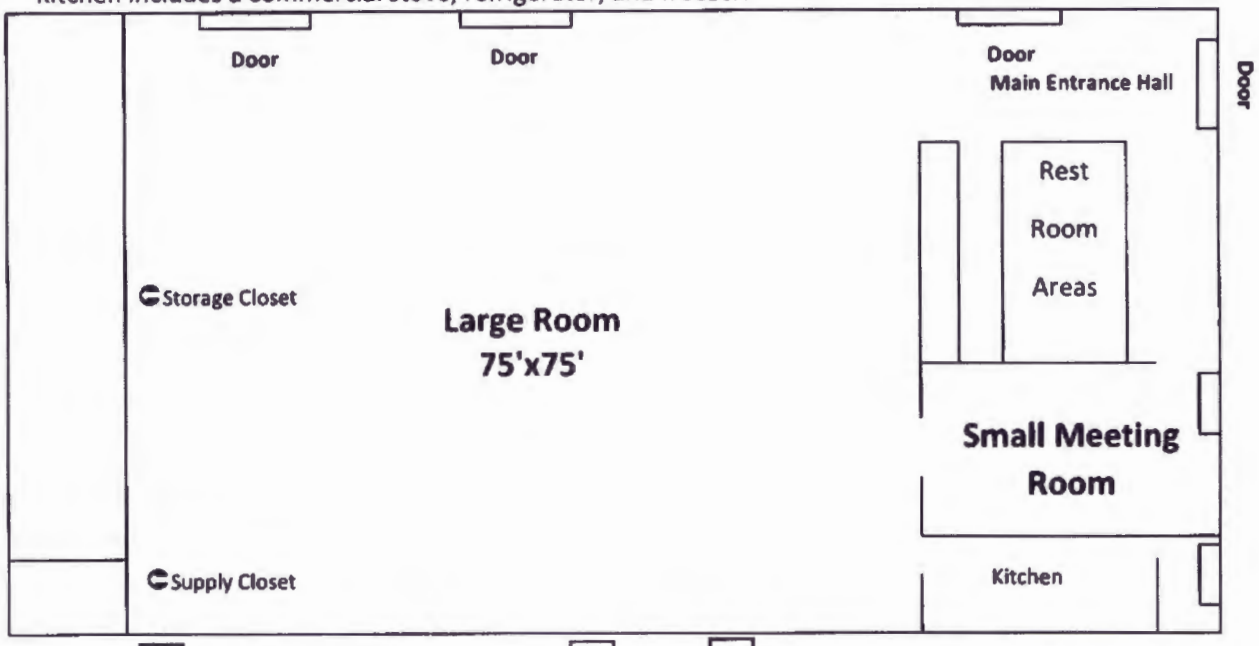
FACILITIES				
Facility	**Group Size**	**Amenities**	**Deposit**	**Rent**
Burnet Community Center	Up to 350	Includes full size commercial kitchen, restrooms, one large banquet room, one small banquet room, tables and chairs		
Standard Rental			$1000	$1000/per day
Non-Profit Rental			$1000	$500/per day
Stage Rental			$200	$100/per day

PARKS				
Facility	**Group Size**	**Amenities**	**Deposit**	**Rent**
Haley Nelson Amphitheatre	Up to 1000	Includes restrooms, stage, sound equipment connections, electric, connections, lights, parking. **NO CAMPING ALLOWED**		
Standard Rental			$1000	$1000/per day
Non-Profit Rental			$1000	$500/per day
Wallace Riddell Park Pavilion		Includes covered 40'x50' pavilion, electric connection, picnic tables, play area, rest rooms, trash cans **NO CAMPING ALLOWED**		$100/per day
Randy Longoria Park Pavilion		Includes covered 40'x50' pavilion, electric connection, picnic tables, playground area, restrooms, trash cans **NO CAMPING ALLOWED**		$100/per day
Hamilton Creek Park Pavilion		Includes covered 40'x50' pavilion, electric connection, picnic tables, playground area, rest rooms, trash cans **NO CAMPING ALLOWED**		$100/per day

Community Center: MAXIMUM CAPACITY IS 350 GUESTS

City of Burnet Community Center

*Kitchen includes a commercial stove, refrigerator, and freezer.



Stage**: yes____ or no____ **Size:** 8x10____ 10x10____ 20x20____ **(mark location on diagram)

The City of Burnet provides the following as part of your rental:

***Chairs** (350 CC; 400 GHRC)*

***8' rec. tables** (33)* ***6' rec. tables** (48)* ***6' round tables** (26)*

All tables and chairs shall be returned to the storage area after use in the designated areas.

For Office Use Only

Facility Deposit Amount:	$ 1, 000.00	Date Paid: _____	Account #10.421
Alcohol Deposit Amount:	$ 1,000.00	Date Paid: _____	Account #10.421
Stage Deposit Amount:	$ 200.00	Date Paid: _____	Account #10.421
Facility Rental Amount:	$ 1,000.00	Date Paid: _____	Account #10.1800.4616
Stage Rental Amount:	$ 100.00	Date Paid: _____	Account #10.1800.4616
Park Rental Amount:	$ 100.00	Date Paid: _____	Account #10.1800.4618
Security Fee Amount:	$_____	Date Paid: _____	Account #10.1600.4925

(Security Fee to be determined by the Burnet Police Department base on attendance at the event)

COMMUNITY CENTER INSPECTION

Customer Name_____

Large Room	Staff *(initials)*	Renter *(initials)*	Damages
Floors-clean & debris free			
Walls-clean & debris free			
Ceilings-clean & debris free			
Stage-clean & debris Free			
Trash Cans-clean & empty			
Tables			
Chairs			
Small Room	**Staff**	**Renter**	**Damages**
Floors-clean & debris free			
Walls-clean & debris free			
Ceilings-clean & debris free			
Stage-clean & debris Free			
Trash Cans-clean & empty			
Kitchen	**Staff**	**Renter**	**Damages**
Floors-clean & debris free			
Walls-clean & debris free			
Ceilings-clean & debris free			
Stage-clean & debris Free			
Trash Cans-clean & empty			
Refrigerator-clean & debris free			
Stove-clean & debris free			
Counters-clean & debris free			
Sink-clean & debris free			

Restrooms	Staff	Renter	Damages
Floors-clean & debris free			
Walls-clean & debris free			
Ceilings-clean & debris free			
Stage-clean & debris Free			
Trash Cans-clean & empty			
Sinks & Mirrors-clean			
Commodes-clean			

_____ _____

Renter Signature Facility Inspector Signature

_____ _____

Date: Pre- Inspection Date Post-Inspection

A facility inspection will be conducted at the rented facility the afternoon prior to your event at 2:30 p.m. You will be required to accompany a staff member during the inspection. Upon completion of the inspection you will receive the key to the facility to begin preparing for you event.

Date Keys Picked Up: _____ Date Keys Returned: _____

After Event Inspected By: _____ Date: _____

Condition: _____

Check Request Refund Sent: _____ (date) _____ initials

Insurance Required? _____ Copy attached ☐ No ☐ Yes

Additional Damage Fees: $_____ Date Paid: _____

CITY OF BURNET

Facility Rental Application and Agreement
512-715-3206

The City of Burnet, a home-rule City organized under the laws of Texas (the "City") operates several facilities that are available to the public for community activities. This agreement will provide you with the information you need to determine which facility you need to rent as well as the requirements for each.

The City has the exclusive right to contract for use of the Facilities. Individuals or entities entering a rental agreement with the City for use of Facilities (the "Renter") shall comply with and ensure all guests of the individual or entity comply with the following minimum requirements:

USAGE

The Facilities are provided for general usage. The City reserves the right to have final approval on all activities or events scheduled at the Facilities. The City reserves the right to designate hours that the Facilities are available for use and to remove any person or group failing to comply with the Rules. The City reserves the right to require security be provided at the renter's or user's expense.

CONDITIONS FOR USE

As a condition of use, the Renter shall be responsible for designating a responsible person(s) to supervise the Facilities rented and all persons permitted by Renter to be within the Facilities to adequately ensure:

- Supervision of any and all activities and guests of Renter.
- Before leaving the Facilities, ensure that all guests, members, employees, supervisors, staff, invitees, and attendees that do not have special additional right to continue to use the Facilities, leave after each use.
- Any training required for supervisors, employees or staff of activities is sufficient to perform the tasks Renter assigns.
- Rules and regulations for the Facilities are enforced as to any and all guests, members, employees, supervisors, staff, invitees, or attendees of the Renter and any uncooperative persons or persons conducting themselves in a disruptive manner are removed from the premises immediately.
- Qualified personnel examine and inspect the Facilities and adjacent areas to be utilized for any premises defects, hazards or circumstances that may cause injury or be incompatible with the scheduled use of the Facilities prior to each use.
- Notify the Public Works Director, or designee, of the City verbally and in writing of any premise defect, hazard or hazardous condition or circumstances identified.
- No business is engaged in at the Facilities or performed in conjunction with Renter's use that is a violation of an existing State, Federal Law or municipal ordinance or use the same in such a manner as to constitute a nuisance.

- No conveyance, assignment or other subcontracting of the Facilities is made to any person or entity without the express, written agreement of the City.
- Do not permit or allow any activities of the Renter, Renter's employees, members, or guests to interfere with any other Facilities or users of other portions of the Facilities not rented by the Renter.
- Do not permit any construction or alteration of any buildings or facilities which has not been expressly approved by the City.
- The City has a list of all officers and board members of Renter if Renter is an entity.

CONCESSIONS

- The City reserves the right to sell concessions at all functions.
- If the Rental Agreement expressly provides the Renter the right to sell concessions, the Renter may sell concessions.

ALCOHOL

The City of Burnet Police Department requires Patrol Officer Presence when alcohol is on the premise. An alcohol deposit must be paid in advance at time of rental. Officers are paid separately and, depending on the number of guests, will determine the number of officers needed at the event. You must contact the Burnet Police Department and schedule this with them. Failure to do so could result in loss of your deposits and shut down the event if no security is present. Contact Burnet Police Department / LT. Brandon Bertelson at 512-756-6404. (See additional information from the Burnet Police Department below.)

(initial)

[GD] No sales of alcoholic beverages are permitted on, in or at the Facilities.

GD Renter shall ensure compliance with state law for the consumption of alcohol.

GD Minors shall not be permitted, under any circumstances to consume alcohol on City premises.

GD Renter shall remove or cause to be removed any person or group of persons not complying with state regulations as set forth by the Texas Alcohol and Beverage Commission.

GD The City may from time-to-time adopt ordinances further regulating alcohol consumption on city premises, which Renter agrees to enforce all City and State regulations relating to alcohol distribution and consumption on the portion of the Facilities rented

GD Renter shall be held accountable for any act resulting from the consumption of alcohol within the portion of the Facilities rented.

GD The City reserves the right to require additional security for any function serving alcohol.

BURNET POLICE DEPARTMENT
P.O. BOX 1369
BURNET, TX 78611
512.756.6404 PH; 512.756.4790 FAX

ENGLISH:	**SPANISH:**
EVENTS INVOLVING ALCOHOLIC BEVERAGES	**EVENTOS RELACIONADOS CON BEBIDAS ALCOHÓLICAS**
As representatives of the City of Burnet Police Department, we would like to thank you for your interest in hosting your event here in our great city. We are proud of our community and believe we have a lot to offer.	Como representantes del Departamento de Policía de la Ciudad de Burnet, nos gustaría agradecerles por su interés en organizar su evento aquí en nuestra gran ciudad. Estamos orgullosos de nuestra comunidad y creemos que tenemos mucho que ofrecer.
It is also our sincerest hope that your event will be a success. In an effort to make your event the most enjoyable and memorable for you and your guests, policies have been established. As with most other rented or leased facilities there is a concern as to the safety of the attendees and the maintenance of the facilities, especially when alcohol is served. It is therefore **required that at least four (4) certified police officers** be present for the duration of the event that makes alcoholic beverages available to its guests. Events with larger crowds may require additional police officers.	También esperamos sinceramente que su evento sea un éxito. En un esfuerzo por hacer que su evento sea el más agradable y memorable para usted y sus invitados, se han establecido políticas. Al igual que con la mayoría de las otras instalaciones alquiladas o arrendadas, existe una preocupación en cuanto a la seguridad de los asistentes y el mantenimiento de las instalaciones, especialmente cuando se sirve alcohol. Por lo tanto, **se requiere que al menos cuatro oficiales de policía certificados** estén presentes durante la duración del evento que pone bebidas alcohólicas a disposición de sus huéspedes. Los eventos con multitudes más grandes pueden requerir oficiales de policía adicionales.
Hourly rate for each officer is $50 an hour; this fee must be paid in full by close of business(5:00 p.m.) as part of your facility rental contract, on the day prior to key pick-up .	La tarifa por hora para cada oficial es de $ 50 por hora; esta tarifa debe pagarse en su totalidad antes del cierre de operaciones (5:00 p.m.) como parte de su contrato de alquiler de instalaciones, el día anterior a la recogida de llaves.
These officers must be present once alcoholic beverages are present at your event; serving any alcoholic beverages or the presence of alcoholic beverages without certified police officers present may result in your event being closed down.	**Estos oficiales deben estar presentes una vez que las bebidas alcohólicas estén presentes en su evento; Servir cualquier bebida alcohólica o la presencia de bebidas alcohólicas sin oficiales de policía certificados presentes puede resultar en el cierre de su evento.**
To better assist you with these requirements you need to contact the Burnet Police Department as soon as possible for officer scheduling and cost of those services.	Para ayudarlo mejor con estos requisitos, debe comunicarse con el Departamento de Policía de Burnet lo antes posible para la programación de los oficiales y el costo de esos servicios.

To assist you in complying with this condition the Burnet Police Department has made certified police officers available. To schedule officers for your special event please contact: LT. Brandon Bertelson (512-756-6404) bbertelson@cityofburnet.com Please have the following information available when calling: 1) Number of attendees 2) Dates and times of your event We look forward to working with you to make your event the best possible. Brian Lee Police Chief	Para ayudarlo a cumplir con esta condición, el Departamento de Policía de Burnet ha puesto a disposición oficiales de policía certificados. Para programar oficiales para su evento especial, comuníquese con: LT. Brandon Bertelson (512-756-6404) bbertelson@cityofburnet.com Tenga a mano la siguiente información cuando llame: 1. Número de asistentes 2. Fechas y horarios de su evento Esperamos trabajar con usted para que su evento sea lo mejor posible. Brian Lee Jefe de Policía

CLOSURE

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.

a. The Renter agrees to close any or all of the rented Facilities and notify the City immediately for the following reasons:

   i. An environment that would create dangerous condition if the Facilities are used.

   ii. Glass or other debris that could create a dangerous condition to users.

   iii. The existence of a public health or safety issue requiring the Facilities to be closed in the interest of participant safety and/or preservation of Facility integrity.

   iv. Other unforeseen circumstances making use of the Facilities unsafe to the public or likely to cause damage to the property or injury to persons.

   v. Damage in excess of minor damage (minor damage being damage which is less than $25.00 in cost to repair) must be reported immediately and all activities which may further damage the property must be ceased.

b. It is the responsibility of Renter to inform participants, members, and invitees of any closure decisions.

CANCELLATION

The City may cancel the use agreement at any time with or without notice and with or without cause. The Renter shall receive a full refund of the deposit as the sole remedy. The City shall not be responsible for any losses to the Renter as a result of the City terminating the use agreement or refusing to allow the use as reserved. Cancellation by the Renter may result in a forfeiture of deposit as detailed above.

CITY'S RIGHTS AND DUTIES

The City agrees that for the sole consideration expressed herein, Renter shall have use of the Facilities above. The City shall not charge any additional rental or admission fees to Renter, Renter's representatives or Renter's invitees except fees and costs as provided in the Rental Agreement. The City reserves the right to refuse to allow any Renter, Renter's representative, or invitee to conduct any activities at Facilities if the City determines that the individual has not followed the rules and regulations of Facilities, or the conduct of the individual is unbecoming or otherwise inappropriate for the proper decorum of the Facilities.

FEES AND COSTS OF USAGE

The City shall have the right to review the costs of operating this Agreement, including electricity needs, water, sewer, garbage, and maintenance costs and may make adjustments as approved by the City Council. The City Manager shall use best efforts to recommend any increases in fees during the annual budget for cost increases directly attributable to the operation and maintenance of the Facilities. The City shall notify Renter not later than October 31 of any increase in fees or costs. The City shall be reimbursed costs of damages to the Facilities associated with Renter's use of the Facilities. Renter shall not be responsible for more than the actual costs of repairing any Facilities. Renter shall not be responsible for ordinary wear and tear and may object to any charges for damages. The City Manager shall have the right to make the final decision for any appeal from a decision to charge Renter for repair costs to the Facilities. The appeal must be made within 10 days of the decision to charge for damages to the City Manager. The City reserves the right to refuse to further rent the Facilities to any individual and any entity which has failed to reimburse the City for costs of damages or any portion of a rental fee.

INSURANCE

Renter may be required to provide general liability insurance of the type and amount deemed appropriate by the Public Works Director as a condition of a Rental Agreement. Failure to provide adequate insurance may be a cause of the City to reject an application for rental. Any function which is used for fund raising, charges admission, is advertised as a public function, would attract a crowed of interested observers will be required to furnish a liability insurance policy. Sports activities requiring membership to participate will also be required to furnish a liability insurance policy. A certificate of liability insurance shall name the City as an additional insured and be provided 10 days in advance of a scheduled event. Minor events such as family reunions picnics, etc., do not require liability insurance unless open to the public.

NOTICES

Any notice required due to a defect or dangerous conditions shall be immediately provided to the City's Public Works Director, or designee. Renter shall provide the City with a written itemization of any damage resulting from Renter's use, including the activities of any guests, members, invitees, officers, employees,

representatives, officers, directors, or other agent of Renter, within 24 hours of the damage. Notice shall be mailed, or hand delivered within 24 hours.

IMMUNITY

The facilities rented are recreational in nature. THE CITY'S IMMUNITY FROM SUIT AND DAMAGES INCLUDES SPECIFIC IMMUNITY FOR RECREATIONAL ACTIVITY, AS WELL AS OTHER GOVERNMENTAL IMMUNITY. The Renter, for itself, its officer, directors, agents, representatives, employees, members, visitors, contractors, and subcontractors waives any further notice and shall as it deems appropriate notified and share the information concerning the City's immunity from suit and/or damages found in the Civil Practices and Remedies Code Chapter 75 and 101, as well as other common law and other statutory provisions. USE OF THE FACILITIES AND/OR RENTAL OF THE FACILITIES IN NO MANNER IS INTENDED BY THE CITY TO REDUCE, MODIFY OR OTHERWISE ABROGATE ANY FORM THE CITY'S IMMUNITY FROM SUIT OR DAMAGES. Renter agrees to take the premises "as is" and "where is" with all latent and patent defects. Renter shall exercise due caution and care to ensure the premises rented are in safe condition at all times.

INDEMNITY

Renter, its officers, directors, agents and representatives, agree, to the fullest extent permitted by law, to indemnify and hold harmless the City and its officers, directors, agents, employees and representatives from and against all liability for any and all claims, suits, demands, and/or actions arising from or based upon intentional or negligent acts or omissions on the part of Renter, its officers, directors, agents, representatives, employees, members, visitors, contractors and subcontractors which may arise out of or result from Renter's occupancy or use of the Facilities and/or activities conducted in connection with or incidental to the Rental Agreement. Renter shall also indemnify City and its officers, directors, agents, representatives, and employees against any and all mechanic's and materialmen's liens or any other types of liens imposed upon the Facilities arising as a result of Renter's conduct or activity. This indemnity provision shall apply regardless of the nature of the injury or harm alleged, whether for injury or death to persons or damage to property, and whether such claims are alleged as common law, statutory or constitutional claims, or otherwise. And, this indemnity provision shall apply whether the basis for claims, suit, demand, and/or action may be attributable in whole or in part to Renter, or to any of its agents, representatives, employees, members, visitors, contractors, and subcontractors, or to anyone directly or indirectly employed by any of them.

TEXAS LAW GOVERNS

The Rental Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Burnet County, Texas. Venue shall lie exclusively in Burnet County, Texas.

RESERVATION POLICIES

- Reservations are taken on a first paid, first served basis, and are not confirmed until the required deposit(s) is paid. The City reserves the right to establish annually renewed reservations for major events.
- Deposits and rentals must be paid separately.
- You must be at least 18 years of age to rent any facility.
- The City of Burnet accepts cash, money orders, cashier's check, or credit card as form of payment.

- All Rentals fees and deposits must be paid in full 48 hours prior to the event.
- Reservations of facilities must specify the times needed and which area is to be utilized to allow for more than one event to be held at facilities.
- The City reserves the right to refuse any request for reservation of all or any portion of facilities.
- The City reserves the right to cancel any event in which untrue information was given and/or if the event is felt to be detrimental to the operation of the Facilities and/or contrary to the rules and regulations governing the use of the facilities or any City facility.

GENERAL RULES

(initial)

☐ **Renters are responsible for general cleanup of the facility (placement of all left-over food, garbage and unrecoverable decorations into trash bags and placed in the outside bins.) Cleanup is done the day/night of the event. Floors must be swept & mopped, kitchen and bathrooms cleaned, trash picked up, and all indoor and outdoor areas must be left in good order. (DO NOT SCOUR GRILL.) Renters should leave the facility as clean as when they entered the facility on the day of their rental**

____ **Music must be turned off by 12:00 midnight**

____ **All personal property must be removed at the time of clean-up.**

____ **Non-profit includes 501 (c)(3) corporations, governmental entities, volunteer groups who are able to provide documentation of non-profit intent or status.**

____ **Damage to the floors due to setup by the renter may result in forfeiture of the deposit.**

____ **Renters are responsible for set up and take down of tables and chairs. The Parks Department will set up and take down the stage and/or dance floor if rental includes those items.**

____ **Decorations must be done within the rented time and ALL decorations removed upon the end of the event.**

____ **DO NOT attach anything to the walls, acoustical panels, ceiling, or railings. The City is not responsible for items left in the facilities.**

____ **Renters are responsible for the behavior of all attendees.**

____ **Candles or open flames must be approved by the Fire Marshall.**

____ **Any violation of any of the above conditions will result in forfeiture of the deposits and/or additional fees incurred to Renter.**

____ **Key must be returned by no later than noon the next business day following the event, or earlier if possible.**

____ **Absolutely, no food or drink on the stage.**

____ **Any and all inflatable recreation (bounce houses, water slides etc.) equipment is prohibited for use at all City of Burnet facilities unless expressly approved by the City Manager.**

ACCEPTANCE

The City reserves the right to amend the rules and regulations at any time with or without notice. Renter agrees to request updated rules and regulations prior to each use and comply with the current rules and regulations applicable at the time of use. The City of Burnet does not discriminate on the basis of race, religion, sex, or national origin. City of Burnet facilities may not be used for discriminatory, immoral, or illegal purposes.

Special Conditions:

Included below are any special additional terms of this agreement or any special conditions or understanding of the terms of use (attach additional page if necessary):

_____

_____

_____

The responsible person must be a minimum of 18 years of age. The City reserves the right to require additional proof of responsibility for non-standard rentals. The responsible person will be held accountable to the City Council for compliance with the outlined regulations and any other considerations that may be applicable. Sponsoring organizations, groups or individuals reserving the Facilities to sponsor any activity will be held as the liable party. The City is not responsible for any property losses or personal injuries suffered by the organization, group or individual attending any function at the Facilities. Also, noted, that the City is not responsible, but that the entity or individual entering into the agreement for use of the Facilities may be responsible for any and all accident, injury or damage occurring at the Facility or in route to and/or from the Facilities, that are resulting from the consumption of alcohol at the Facilities. The Renter may be obligated to provide insurance. Teenage activities must have adult(s) present inside any building and also monitoring parking lot area and outside buildings.

A pre-rental inspection of all facilities to be rented must be performed on the Thursday before the day of the rental.

DEPOSIT POLICIES

In addition to the rental fees, all rental groups will be charged a separate security deposit for each rental. The deposit covers damage and clean up of the facility.

In addition to the provisions above, automatic forfeiture of the deposit will occur under the following conditions:

- **Building is left unsecured (unlocked).**
- **Key is not returned or is late.**
- **Smoking in the facility.**
- **Use of fog/smoke machines.**
- **Use of rice, birdseeds, glitter, confetti, dance wax, corn meal or other substances.**
- **Alcohol being present in the building without proper security present.**
- **Setting off false fire alarms (which is, illegal and criminal charges may be filed).**
- **Disturbance of the peace (playing music too loud, honking horns, unruly behavior which disturbs neighbors, etc.)**

- Damage to the facility itself, equipment, furnishings, or decorations including damage from the attachment of banners, posters, streamers, signs, etc.
- Any missing City property from the facility (tables, chairs, etc.)
- Excess trash left in the building or on the property.
- Failure to clean up the facility by the designated time.
- The required summoning of additional police officers due to the behavior of the participants.



Renter's Signature of Acknowledgement of Forfeiture Policy

9.8.26

Date