City Pavilion Rental[1]
Policies and Procedures
Clear Lake Shores, TX 77565

Hours of Operation:

Monday – Thursday – 8:00 a.m. to 8:00 p.m.
Friday & Saturday – 8:00 a.m. to 10:00 p.m.
Sunday – 10:00 a.m. to 6:00 p.m.

	Residents (must provide proof of residency)	**Non-Residents**
Deposit: (refunded if left clean and undamaged)	**$110**	**$330**
Rental Fee:	**$55**	**$330**

**Please note: Both the deposit and the rental fee will be deposited upon receipt.

Alcohol/Large Parties: If the event includes 100 people or more and/or if alcohol is served or consumed, you are required to hire a Clear Lake Shores Police Officer to be on duty during your event. The number of officers required shall be determined by the City Administrator or his designee. **You are responsible for contacting the police department to schedule the officer(s) (281-334-1034).** The charge is $35.00 an hour with a minimum of four hours. You pay the police officer(s) directly after your event. An Alcohol/Security Agreement must be on file prior to the event.

Restrictions: No structures may be erected in any park or attached to any city-owned structure without prior approval by the City Administrator or his designee. No open fires or grilling shall occur in any park unless city-provided receptacles are used or as approved by the City Administrator or his designee.

Civic Club: The Civic Club is excluded from payment of rentals for use of the Pavilion, but is required to complete a rental application for each event. Any damages and/or cleaning charges will be deducted from deposit held by City.

For reservation inquiries:

All reservations must be made in person at City Hall (1006 South Shore Drive). The deposit must be paid in full to reserve the facility.

1. In order to receive resident rental rates, a copy of a valid Texas driver's license or current utility bill with applicant's name and Clear Lake Shores address will be required.
2. Applicants must be 21 years of age or older.
3. The person signing the application must handle all transactions, inquiries and changes.

[1] Includes pavilions in Deep Hole and Jarboe Bayou Parks.

****PAVILION RENTAL DOES NOT INCLUDE SWIMMING POOL.****

Reservations are taken up to 90 days in advance. Contact City Hall, 281-334-2799 or twilson@clearlakeshores-tx.gov for availability.

It is the policy of the City of Clear Lake Shores, Texas, is to make the City Pavilion available for public use, subject to availability and compliance with the City's conditions of use.

The City Council may impose such additional conditions on the use of City Pavilion as may be necessary to insure compliance with the purposes of these policies.

Definitions

"City Council" shall mean the governing body of the City of Clear Lake Shores, Texas.

"Renter" means any person, firm or organization that makes use of City Pavilion pursuant to the authorized rental agreement and these policies and procedures.

Written Agreement

No person, firm or organization shall use any portion of City Pavilion without first reserving City Pavilion and executing a written agreement accepted and executed by the City (hereinafter referred to as "Rental Agreement").

Procedure for Reserving City Pavilion

City Pavilion shall be available to all Renters on a first come, first serve basis in person at the City Secretary's office.

Reservations are made by completing the Rental Agreement and attachments, executed by the Renter, along with the payment of all required fees and deposits.

Reservations will not be accepted less than seven (7) days in advance of the date of use or more than 90 days in advance.

Refunds Upon Cancellation - A full refund of both the Rental Fee and the Security Deposit shall be made for cancellations received at least seven (7) days prior to the date of rental. A full refund of the Security Deposit only shall be made for cancellations received less than seven (7) days prior to the date of rental.

Hours of Use

City Pavilion, subject to availability, may be used between the hours as listed above. The Renter is fully aware that all activities in City Pavilion must cease at 10:00 p.m. NO EXCEPTIONS.

Security Deposit

The damage/security deposit shall be used to repair, replace, or pay for any damage or loss to the pavilion, grounds, or furnishings which are damaged or destroyed by the Renter or any participant at the event. The City may hold such deposit for such period of time as is necessary to determine the full extent of damages and to make all repairs and/or secure replacements.

The damage/security deposit or a portion thereof, may be retained by the City to cover excessive or unusual cleanup costs, to compensate for the use of City Pavilion space, or for property usage after the contract period has expired.

Any Renter failing to vacate City Pavilion at the designated time shall forfeit their entire damage/security deposit. It is the Renter's responsibility to ensure the facility is in its original order immediately after use.

Security

Any function with alcohol being served and/or consumed or 100 or more persons in attendance shall be required to employ two uniformed Clear Lake Shores Police Officer to provide security. Said officer(s) shall be in attendance beginning a minimum of four hours, one-half hour before and after the time of the event. An Alcohol/Security Agreement *(Attachment A)* must be on file prior to the event. All arrangements, costs, and payments for security personnel shall be the responsibility of the Renter. Arrangements may be made through Assistant Chief Cranston at the Clear Lake Shores Police Department (281-334-1034) no later than seven (7) days prior to the event.

If additional police officers are called out due to a disturbance or more attendees than on the application, the applicant will be charged for the extra police officers(s) at a rate equal to 1 ½ times their regular hourly rate.

Chaperones for Youth Events - Events planned for youth participation shall be accompanied by not less than one adult chaperone for every ten (10) children. For the purpose of this section, "children" shall mean any person under the age of eighteen (18) years old, and an "adult chaperone" shall mean any person over the age of 21 years old.

Clean-up

All leftover food, garbage, decorations, etc., must be removed from the building and the premises immediately and put in barrels provided for this purpose. No glass containers are allowed on the premises.

All lights should be turned off after use.

Decorations

No throwing of confetti, rice, or birdseed, or like material shall be allowed in City Pavilion or on the premises.

All tables must be protectively covered when food or drink of any kind are served.

Crepe paper CANNOT be used on tables unless sufficient protection is made to prevent stains.

Only thumbtacks may be used to affix any decorations.

All decorations must be removed by the end of the rental period.

No structures may be erected in any park or attached to any city-owned structure without prior approval by the City Administrator or his designee. No open fires or grilling shall occur in any park unless city-provided receptacles are used or as approved by the City Administrator or his designee.

Parking

Renters may use the parking spaces at City Pavilion during the rental period. No overflow parking on the adjoining streets is permitted. Renter is responsible for ensuring compliance by all participants attending Renter's event.

If more parking is needed, you may contact Stewart Elementary School (281-284-4700) for written permission to use their parking lot.

Indemnity

Each Renter shall, in the written agreement, agree to indemnify and hold harmless the City of Clear Lake Shores, Texas, its officials, agents, and employees from and against any and all liability arising out of the Renter's use of City Pavilion.

Damages

Each Renter shall in the written agreement, agree to reimburse the City for all costs which may be incurred by the City in excess of the damage/security deposit for repair, replacement, or payment for any property of City Pavilion damaged or destroyed by the Renter or any participant at the Renter's event.

If damages to the facility have occurred, or conditions of clean-up have been violated, the deposit will be forfeited. If the cost is estimated to exceed the deposit amount, the Renter must present the City with a cashier’s check or money order.

Attachment A
Alcohol/Security Agreement

Applicant Name:_____

Reservation Date:_____Event Type: _____

Actual Hours of Event:_____to_____

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Events which include the serving of alcoholic beverages shall be conducted under the laws of the State of Texas and rules and regulations of the TABC.

1. I acknowledge that alcoholic beverages will be served/consumed during the time of this event. I further understand that it is a violation to serve alcohol to minors, and I agree to take the steps necessary to comply with this law.

2. I acknowledge that I am responsible for contacting the Clear Lake Shores Police Department to schedule an officer for my event no later than seven (7) days prior to my event.

3. I acknowledge that the officer(s) will be assigned to my scheduled event and will be paid at a rate of $35.00 per hour with a four (4) minimum.

4. I acknowledge that compensation of said officer shall be paid by me at the conclusion of my scheduled event and that I have paid a deposit to the City to assure that security shall be present and paid.

5. I acknowledge that if I fail to schedule an officer for my event, I will be subject to a fine and loss of my deposit.

_____ _____
Applicant Date

_____ _____
City Representative Date

☐ Alcohol will not be served/consumed at my event AND I will not have more than 100 people in attendance.

_____ _____
Applicant

Pavilion Rental
RENTAL APPLICATION/AGREEMENT
CLEAR LAKE SHORES CITY HALL

GROUP OR COMPANY:_____

PRIMARY CONTACT:_____PHONE:_____(DAY)

ADDRESS:_____PHONE:_____(NIGHT)

CITY:_____ZIP CODE:_____

RESERVATION DATE:_____TIME:_____TO_____

TYPE OF EVENT:_____ALCOHOL SERVED?_____

ESTIMATED NUMBER OF PEOPLE ATTENDING:_____

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The undersigned Renter, hereby agrees to rent the Pavilion and grounds owned by the City of Clear Lake Shores (the "City") and known as "City Pavilion". This agreement and any and all fees and deposits as required, are hereby tendered upon approval of application and upon submission of this Rental Agreement to the City, Renter agrees to the following.

The RENTAL FEE shall be $_____ for the time period from 8 a.m. on the _____day of _____, 20___, until10 p.m. on the _____day of _____, 20___. The time period includes the time to set up and clean-up.
The time period includes the time to set up and clean-up.

A Security Deposit in the amount of $_____ will be paid to the City. The Security Deposit shall be used by the City to pay for any clean-up, or used to repair, replace, or pay for any damage or loss to the building, grounds, or furnishings of the facility, which are damaged or destroyed by the Renter or any participant at the event. The City may hold such deposit for such period of time as is necessary to determine the full extent of damages and to make all repairs and/or secure replacements. The City Secretary or her agent must approve the clean-up, repair or replacement before the refund can be made, then only <u>after ten (10) days of the date of the rental</u>.

Renter agrees to indemnify and hold harmless the City of Clear Lake Shores from and against any and all claims, lawsuits, damages or causes of action of any nature whatsoever, for injury or loss of life, or damage to or loss of property by any person whatsoever, resulting from or arising out of the use of occupancy of the premises by the Renter, its agents, employees, licenses, or invitees hereunder.

Renter has fully inspected the premises, and the same are accepted on an "as is" basis. The City of Clear Lake Shores EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, IMPLIED OR OTHERWISE, with respect to the premises, save and except warranties of title and peaceable possession.

Renter represents and certifies that:

1. All information provided in this application is true and correct.

2. Misrepresentation or erroneous information in this application constitutes grounds for denial of future applications and use.

3. Renter shall not use the premises for any unlawful or illegal purposes.

4. Renter is at least 21 years of age for this application to be considered.

5. Renter agrees to use care and diligence in the use of the premises. Rental will bear all cost of clean-up and damage; failure will result in loss of deposit and possible further charges incurred by the City. _____(initials)

6. Renter understands that the City does not furnish supplies, such as coffee, paper goods, and/or cleaning supplies, etc. _____(initials)

7. I have received and read the "Policies and Procedures" and understand the fee structure to which time I have chosen. _____(initials)

8. I understand that my deposit may not be returned to me prior to 10 days after my scheduled function. _____(initials)

9. If Renter is an organization, the person or individual signing on behalf of the organization agrees to be personally responsible to the City of Clear Lake Shores, Texas, for any damages to the building, grounds, or for any damage to or loss of equipment.

Renter agrees to be bound by the "Policies and Procedures for Use" and "Alcohol/Security Agreement", as approved and adopted by the City Council.

ACCEPTANCE:

City of Clear Lake Shores
1006 South Shore
Clear Lake Shores, Texas 77565
281-334-2799

Name: _____

Date: _____

RENTER

_____

_____

Name: _____

Date: _____

OFFICE USE ONLY:

_____(Event Calendared)