

**CITY OF WALLIS, TEXAS
MYNARIK PARK PAVILION
RENTAL AGREEMENT**

This agreement is executed between the City of Wallis, Texas (the "City"), whose address is 6810 Guyler St Bldg. B, PO Box 190, Wallis, Texas 77485, and telephone number is 979-478-6712.

And

Name ("Lessee") _____

Mailing Address _____

Daytime phone no: _____

Rental Information: Lessee desire to rent the Mynarik Park Pavilion located at Hwy 60, Wallis, Texas,

Rental Date(s): _____

Rental Time: Begin Time: _____ am/pm
 End Time: _____ am/pm

Type of function: _____

Deposit: Lessee agrees to pay the City deposit of \$100.00 prior to the time of execution of this Agreement; to make said facility available on the date(s) specified above. Lessee understands that booking of the facility is confirmed once this agreement is executed and payment of said deposit is made; verbal commitments between the parties to this agreement will not be binding,

Base Rental

Charges: Lessee agrees to pay the City a rental fee of \$100.00 prior to the time of execution of this Agreement. The Lessee is responsible for removing all decorations and personal belongings prior to vacating Mynarik Park at the contracted time. If lessee returns the following day to remove items, the lessee will be charged an additional rental fee of \$50.00.

Mynarik Park Pavilion Security Review

Exhibit Information

Name: _____ Date of Event: _____

Home Phone: _____ Work Phone: _____

Event Time: _____ to _____

Type of Event: _____

Private _____ (by invitation only) Open to Public _____ Charge to enter _____

At the Event will there be: _____ Music _____ Live Band _____ DJ _____ Dancing

How many guest do you anticipate _____ Will alcohol be served __Yes __No

Will the guest be allowed to bring alcohol beverages in to the event: __Yes __No

If required to provide security by the City of Wallis, I understand that it is my responsibility and I accept full financial responsibility for employing off-duty police officers. I have read and answered the alcohol-related questions. I understand that the presence of alcohol at a non-alcohol event will result in the immediate cancellation of the event and the loss of rent and deposit.

The City of Wallis will review the information provided herein and make a determination as to whether or not security will be required for this event. If security is required by the City, you will be required to employ certified police officers through the Wallis Police Dept. and to compensate them directly. The Chief of Police must approve all security personnel that are hired to work the event.

Date

Lessee's Signature

REVIEW BY CITY

I have reviewed the information herein provided and have determined that ___security will be needed; ___security will not be needed.

Date: _____

City Representative's Signature _____

MYNARIK PARK PAVILION RENTAL AGREEMENT

Cancellation: Should Lessee decide to cancel the booking for the rental date(s) specified above, Lessee shall provide written notice of such cancellation to the City no less than ten (10) days prior to the booking, in which case the City shall refund the entire deposit and rental fee to the lessee. However, if Lessee notifies the City of cancellation less than ten (10) days prior to the booking and the facility does not otherwise become booked for the specified rental date(s), Lessee will forfeit the base rental fee to the City of Wallis.

Damages: Lessee acknowledges that it will be responsible for the activities occurring on the Pavilion premises during the period of its possession, and that it will permit no nuisance or illegal or immoral activity to take place thereon. Lessee further agrees that it will indemnify and hold harmless the City of Wallis, the City Council, City Employees, and Agents from any and all loss or liability arising from any claim for injury or death to any person, or damage to any property, during the Lessee's possession of Mynarik Park Pavilion.

Lessees

Responsibilities: Lessee agrees to abide by the following general housekeeping rules:

1. Restrooms are to be cleaned and all trash removed.
2. All lights are to be turned off.
3. Lessee will not tape or hang anything from the walls because this frequently causes damage to the buildings finish.
4. Alcoholic beverages are not to be consumed on the premises during illegal hours. **NO GLASS CONTAINERS ALLOWED.** Violators will be subject to arrest.
5. The park is closed between the hours of 10:00 pm and 6:00 am., and it shall be unlawful for any person to be within any park during these hours, unless specifically permitted by the city.
6. No littering. Receptacles are provided for the deposit of all trash.
7. No overnight camping allowed unless specifically permitted by the city.
8. No fireworks or explosive allowed.
9. No person shall build or attempt to build a fire except in cooking facilities.

Upon inspection of the facility after rental, if any damages have been incurred or if the general housekeeping rules have not been followed, charges for excessive cleaning services or reparation will be deducted from Lessee's deposit. Any remaining balance will be billed to Lessee.

Non-compliance with the above listed housekeeping rules and requirements will result in the assessment of the following fees that will be deducted from the rental deposit:

- Garbage not removed from all areas and taken from facility \$25.00
- Bathrooms not cleaned \$50.00
- Lights left on \$35.00
- Debris left in or around the facility creating unsanitary or unhealthy conditions (such as food, diapers, feces, etc.) \$50.00

- Use of confetti, tape, nails, or tacks within the facility \$50.00

THIS AGREEMENT IS EXECUTED ON THE _____ day of _____, 20____ between the Lessee and the City. The City hereby certifies that a copy of the executed agreement has been provided to Lessee.

Lessee or Representative's signature

City's Representative's Signature

PARK RULES

- Park hours are from 6am to 10pm
- Glass containers are prohibited
- Littering is prohibited. Use trash receptacles
- Motorized vehicles prohibited off roadways and beyond parking areas
- Vending or sales prohibited without a City of Wallis permit
- Discharge of Firearms is prohibited
- Discharge of Fireworks is prohibited
- Dogs are to remain on leash at all times
- Pet owners are required to pick up after pets
- Control noise levels-please be respectful of others
- No open fires