

# CITY OF TEXAS CITY, TEXAS

## DEPARTMENT OF RECREATION & TOURISM



ATHLETICS • LOWRY CENTER • (409) 643-1994

### **Gym Rental Agreement** **(Effective 12/21/2016)**

The Athletic Office has adopted the following format in providing available gyms/courts to teams and individual tournaments. The renter must be at least 21 years of age to rent Gyms/Courts from the City of Texas City Department of Recreation and Tourism. The Director or Athletic Coordinator must approve any deviation from this policy.

#### **Purpose**

This policy has been developed to lease athletic courts to groups interested in conducting athletic tournaments. A league, team or individual must make a reservation in order to use a gym/court. Without a reservation permit, a league or individual will be susceptible to removal from the facilities. All persons must abide by these guidelines. The Athletic Office reserves the right to deny the use of athletic facilities to any organization, which differs in any way, shape, or form from the guidelines listed (as a result, the organization will forfeit any rights and/or money paid).

City sponsored leagues will be given priority of courts during their seasons.

#### **Important Notice**

Gyms/courts may not be reserved on dates that conflict with the programs/special events operated by the City of Texas City or on City holidays unless authorized by the Director or Athletics Coordinator.

#### **I. Fees:**

- A. Reservation fees will be accepted in the form of check, cash, money order, MasterCard or Visa at the Athletics Office between the hours of 9:00 a.m. and 4:30 p.m. Monday through Friday. See Gym/Court Rental - Reservation Request” for actual fees. Deposits will be accepted in the form of check, cash, or money order. Deposits are due at the time of booking. Reservation fees are due ten (10) business days before the event takes place.
- B. Security will be required for all reservations.
- C. Gyms/courts may only be reserved in 4 or 8 hour blocks. If a reservation lasts longer than 8 hours then there will be a \$35 per hour fee assessed to the reservation.

#### **II. Refunds:**

- A. The deadline for requesting a refund is five (5) business days after the scheduled rental date and must be in writing. Refunds will not be given when teams simply choose not to play. Refunds will not be given for teams that forfeit during league or tournament play. Refunds will not be given for teams that pull out of tournaments once brackets and fees have been submitted.
- B. Refunds will be processed 9:00 a.m. – 4:30 p.m. Monday through Friday by the Athletics Coordinator. Please allow 30 days for a refund to be mailed.
- C. Cancellations: The gym/court reservation deposit will be retained by the Athletic Office, if notice of cancellation is not made at least seven (7) days before the scheduled rental.
- D. A new reservation may be issued in place of a refund to those renters that wish to choose another available date.

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### **III. Requirements and Responsibilities:**

- A. All renters must provide an on-site administrator to handle any issue(s) that may arise during an event on City of Texas City property. No events should occur without an on-site administrator and the administrator's name will be provided to the Athletics Office under the Agreement Approval section.
- B. Proof of insurance is required for all leagues and tournaments. A copy of the insurance coverage must be presented to the Athletics Office at least seven (7) full business days before tournaments. The insurance policy must have City of Texas City listed as "additional insured." If the proof of insurance is not provided, all games will be cancelled until proof of insurance is received. Individual players are not covered by any insurance policy held by the City of Texas City when playing in Non-City of Texas City activities.

During the performance of the Agreement, THE RENTER shall maintain the following insurance with an insurance company licensed to do business in the State of Texas by the State Insurance Commission or any successor agency that has a rating with Best Rate Carriers of at least an A- or above:

Comprehensive General Liability Insurance with bodily injury limits of not less than \$500,000 for each occurrence and not less than \$500,000 in the aggregate, and with property damage limits of not less than \$100,000 for each occurrence and not less than \$100,000 in the aggregate.

- C. Disclaimer of Liability: Neither the City nor any of its respective trustees, officers, employees, agents, successors, or assigns shall be liable of responsible for any loss, damage or injury to any person or to any property (a "loss") of organization, its employees, agents, guests, invitees, or any third party, in or upon the City's property or premises, resulting from any cause whatsoever including, but not limited to, personal injury, theft, or vandalism.
- D. Indemnification by Organization: Organization agrees to indemnify, defend, and hold the City and/or any of its respective trustees, officers, employees, agents, successors, or assigns harmless from and against any liability, losses, claims, demands, costs, and expenses, including but not limited, attorneys' fees and litigation expenses, arising out of or related to any act or omission of organization, including but not limited to personal injury or property damage occurring in or upon City property or the premises ("claim") in connection with organization's or its employees', agents', guests', invitees', use or occupancy of the premises, regardless of whether such claim was caused by or results from, in whole or in part, the negligence or other fault of any indemnities, whether sole, joint, active or passive; or due to any contravention or breach of the provisions of this agreement or any applicable laws, rules, regulations, or order of any governmental agency having appropriate jurisdiction over organization; or the negligence (whether ordinary or gross) of organization or its employees, agents, guests, or invitees.

In claims against any person or entity indemnified under this section IV-D by organization; by any employee, agent, guest, or invitee of organization; by anyone directly or indirectly employed by organization; or by anyone directly or indirectly employed by organization; or by anyone whose acts organization may be responsible or liable, the indemnification obligation under section IV-D shall not be limited by the amount of insurance coverage payable to organization.

- E. All renters must provide an on-site administrator to handle any issue that may arise during any event in City of Texas City gyms. No events should occur without an on-site administrator and the administrators name will be provided to the Athletic Office under the Agreement Approval section.
- F. In the event that trash is left, a rate of \$25 per hour will be charged to the renter. Cleaning of gyms includes all playing areas, bleachers, concession areas and bathrooms. The gyms are considered unclean if there is any trash left in any of these areas. The gyms are considered clean when all trash is placed in either the trash barrels or a dumpster.
- G. A reservation form shall be issued to verify confirmation of the reservation and must be carried to the event site to confirm the day, date, and time of the reservation should the gymnasium be occupied.

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- H. Renters must follow all City ordinances when conducting an activity with the City of Texas City and report any Ordinance violations to the Police at (409) 948-2525. Failure to report these violations could result in the forfeiture of gym use rights.
- I. Alcohol: All renters will be responsible for ensuring that no alcohol is consumed or possessed in the event facility, park areas, parking lots, unless otherwise approved by the City of Texas City's Athletic Office with documentation and Police security.

#### **IV. Concessions & Sale of Goods:**

- A. Vendor Permits: If the renter intends to charge gate fees or raise funds, or merchandise, authorization by City of Texas City must be obtained and a vendor permit purchased and signed two (2) business days prior to the rental. Permits may be purchased in City Hall at 1801 9<sup>th</sup> Avenue North, Texas City, TX 77590. The renter will be held responsible for any vendor on site that does not have the proper paperwork and subject to City of Texas City fines for not having proper documentation.
- B. Concessions: Renters may be allowed to operate the City of Texas City's concession stand for a \$150.00 Deposit and a \$100.00 fee, as long as vendor permits and health permits (if required) are purchased. Only pre-packaged foods may be sold in the concession stand. If the vendor will be selling food that must be cooked, an additional health permit must be obtained by the vendor from the Galveston County Health District located at: 9850 Emmett F Lowry Expy a108, Texas City, TX 77590, by calling (409) 938-7221 and displayed at the point of sale.

#### **V. Preparation and Equipment:**

The facility staff will set up score table(s) and bleachers/chairs for teams. The City of Texas City will not provide officials or scorekeepers for any athletic event not sanctioned by the City. Equipment to raise and lower the goals is available upon request. Renters are not allowed to use any of their own equipment on courts or in the gym without prior authorization from the Athletic Coordinator.

#### **VI. Parking:**

- A. All league participants must park in the parking lots. Do not park next to the curbs entering the facility. No parking on any grass area, unless the area has been designated for overflow parking by the City of Texas City Recreation & Tourism Department. Driving is not permitted on any turf area. All vehicles are subject to ticketing and/or towing if parked in these no parking areas.
- B. Glass breakage, theft or other damage to motor vehicles in the parking lots is not the responsibility of the City of Texas City. It is recommended that all participants lock their vehicles while participating in events.

#### **VII. Status of playing conditions:**

No games will be allowed on courts deemed unplayable by the facility staff. A refund will be provided if the facility is deemed unplayable by the facility staff.

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**VIII. Restrooms:**

Restrooms will be provided for all reservations.

**IX. Sanctions/Penalties:**

A. Violation – Destroying City property

1. Fines up to \$500 plus damages and/or Suspension of all future facility rights.

B. Additional Violations are looked at on a case by case basis by the Director and Athletic Coordinator.

**X. Cancellation of Gym/Court Agreement:**

The Gym/Court Agreement/Reservation can be revoked by the Athletic Office for non-compliance of any portion of the above-mentioned agreement.

**Agreement Approval:**

The person executing this agreement on behalf of the Event, or representing themselves as executing the agreement on behalf of the Event warrants they have been fully authorized by the Event to execute the Agreement and that they will comply and uphold all terms and provisions contained herein.

**Name:** (Please Print Clearly) \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Office Use Only:**

Deposit

Reservation Fee

Proof of Insurance

Vendor/Health Permit