

CITY OF PALACIOS

311 Henderson Ave

P.O. Box 845

Palacios, Texas 77465

Phone: 361.972.3605

E-mail: portiz@cityofpalacios.org /gsanchez@cityofpalacios.org

Website: www.cityofpalacios.org



RENTAL APPLICATION FOR THE PALACIOS PAVILION

RENTER'S INFORMATION:

Name: _____

Address: _____

Phone: _____ Cell Phone: _____

E-mail: _____

EVENT:

Date(s) of Event: _____ Type of Event: _____

Number of Guests: _____ Is this a public or private event: _____

Starting Time: _____ ☐ AM / ☐ PM Ending Time: _____ ☐ AM / ☐ PM

Are you an IRS Non-Profit: ☐ YES / ☐ NO If yes, attach the Certification/Designation Letter.

Will alcohol be served at the event? ☐ YES / ☐ NO If yes, will alcohol be sold at event? ☐ YES / ☐ NO

By signing this document, I agree to all the Policies and Procedures in this document.

Renter's Signature: _____ Date: _____

FOR PAVILION USE:

Pavilion Coordinator: _____ Date: _____

| | | | |
|----------------------------|----------|---|-------------|
| Full Rental Payment: | \$ _____ | <input type="checkbox"/> Check / <input type="checkbox"/> Cash / <input type="checkbox"/> Credit Card | Date: _____ |
| Partial Rental Payment: | \$ _____ | <input type="checkbox"/> Check / <input type="checkbox"/> Cash / <input type="checkbox"/> Credit Card | Date: _____ |
| Partial Rental Payment: | \$ _____ | <input type="checkbox"/> Check / <input type="checkbox"/> Cash / <input type="checkbox"/> Credit Card | Date: _____ |
| Partial Rental Payment: | \$ _____ | <input type="checkbox"/> Check / <input type="checkbox"/> Cash / <input type="checkbox"/> Credit Card | Date: _____ |
| Security Deposit Received: | \$ _____ | <input type="checkbox"/> Check / <input type="checkbox"/> Cash / <input type="checkbox"/> Credit Card | Date: _____ |
| Security Deposit Refunded: | \$ _____ | <input type="checkbox"/> Check / <input type="checkbox"/> Cash / <input type="checkbox"/> Credit Card | Date: _____ |

CREDIT CARD ON FILE: (Copy front and back)

COMMENTS: _____

Welcome to the Palacios Pavilion!

Policies and Procedures

RESERVATIONS:

Initial_____

Reservations are booked on a first come-first served basis and can be made up to 1 year in advance of the rental date. Reservations are considered confirmed when rental deposit fees are received and a rental agreement is signed by both the renter and the Pavilion Coordinator. No verbal agreements will be honored.

Payments for deposits and rental fees may be made only in the form of cash, money orders, debit card, credit card or checks. Checks and money orders should be made payable to "City of Palacios — Pavilion" and mailed to P. O. Box 845, Palacios, TX 77465 or paid in person at City Hall, 311 Henderson St. Returned checks will be charged a \$50.00 fee and the rental may be subject to cancellation.

Partial payments for a minimum of 50% of the rental fee are accepted when the full deposit is paid sixty (60) days before the event and the remaining balance is due, in full, thirty (30) days prior to the event. The Pavilion exercises the right to create a wait list for the date of your event. If full payment is not paid in full at least thirty (30) days prior to the event, the rental will be moved to the next person on the wait list, your deposit forfeited, and you will be notified.

- If the event is cancelled less than 24 hours prior to the scheduled event, no deposit or payment will be refunded.
- If the event is cancelled less than thirty (30) days prior to the event, no deposit will be refunded; however, 50% of the rental fee will be refunded.
- If the event is cancelled more than thirty (30) days prior to the event, no deposit will be refunded; however, 75% of the rental fee will be refunded.

USE OF SPACE:

Initial_____

The MAXIMUM number of persons allowed on the upper floor of the Pavilion at any one time is 175 including the exterior deck. Rental of the Pavilion includes the use of the upper and lower floor areas including: the main room, catering kitchen, restrooms/dressing areas and upper outside deck, lower deck restrooms and open space. Renters have no access to the storage area on the upper floor. No animals are allowed on the upper floor of the Pavilion. **The Pavilion is a smoke-free/tobacco-free ADA facility. E-cigarettes or vape devices are not allowed for use on Pavilion property.**

A wheelchair is available for renter's use and must be placed in the storage room when done.

Renters must participate in a walk-through of the premises with the Pavilion Coordinator within 24 hours after the event. **The facility must be left clean and in the same condition as it was prior to the event.** A refund of the deposit fee, less any deductions for cleaning or damage, will be mailed to the renter within thirty (30) days after the event. Misuse of the Pavilion, including any non-compliance with the Pavilion rules included in this document, could result in forfeiture

of your deposit and denial of any future use.

TRASH DISPOSAL:

Initial _____

Large trash cans are available for use. **Renter is required to provide 42-gallon contractor grade trash can liners for their use in these cans.** A dumpster is available for renter's use only and all trash generated by the event should be taken out of the Pavilion and placed in the dumpster. Any large decorative items to be disposed of should be removed from the premises by the renter and NOT placed in the dumpster.

SECURITY:

Initial _____

If alcohol is served or consumed, one (1) peace officer must be present at the event at all times. If more than 150 persons attend any event, two (2) peace officers are required to be present at all times during the event. The bar should be confined to one specific spot, pre-arranged with the Pavilion Coordinator. Security will be provided by either the Palacios Police Department or a certified peace officer. A notification must be sent to the Pavilion Coordinator at least five (5) business days before the event. If at any time the required law enforcement officer(s) is not present, the event will be cancelled immediately, and all guests will be asked to immediately vacate the Pavilion and the security deposit and rental fee will be forfeited. A Security Contract is available for renter's use.

LIABILITY:

Initial _____

The Pavilion is not responsible for any personal property left in the Pavilion, or on Pavilion property, before, during or after an event. The Pavilion is not responsible for any lost or stolen items. We reserve the right to remove all personal property from the building at the end of the rental event period. Should property or trash be left behind for Pavilion staff to remove or dispose of, the security deposit will be forfeited.

The renter agrees to defend, indemnify and hold harmless the City, its employees and agents from any and all claims, causes of action, costs and liabilities of every kind and nature whatsoever, directly or indirectly resulting from or caused by the use of occupying of the Pavilion by the renter, renter's guests, invitees, vendors or licensees.

Should a situation arise that results in the Pavilion Coordinator or other assigned employee to be present at the Pavilion before or after the agreed hours of the event, a \$50/hour fee will be assessed to the renter.

2023 RATES FOR PAVILION USE

*Rental rates are subject to change.

| Select | Pavilion | Rental Rate | Please check which applies | |
|--------|--|-------------|---|---|
| | | | *Refundable Cleaning/Damage/Security/ <u>No Alcohol Deposit</u> | *Refundable Cleaning/Damage/Security/ <u>With Alcohol Deposit</u> |
| | ____ x Hourly | \$54.00 | \$250.00* | \$500.00 |
| | Half Day (6 hours) | \$324.00 | \$250.00* | \$500.00 |
| | Full Day (12 hours) | \$650.00 | \$250.00* | \$500.00 |
| | Holiday Calendar (see Exhibit A) | \$1,000.00 | \$250.00* | \$500.00 |
| | | | Total \$ | \$ _____ |

IRS-designated non-profit organizations may be eligible for \$100.00 discount on weekend rates and \$50.00 discount on weekday rates (must provide a copy of IRS designation letter).

The Pavilion is free for educational use but a deposit of \$250.00 is required.

***NOTE: If alcoholic beverages will be served or consumed at the event, the deposit will be \$500.00.**

EVENT PLANNING:

Initial _____

Tables and chairs are for inside use only. A \$25.00 penalty will be assessed for each chair or table removed from the Pavilion's upper floor interior. Chairs should be folded and stacked on the tables by the renter after the event.

Decorations may not be placed on any exit sign marked "Emergency." No decorations may be hung from the ceilings of the Pavilion. No decorations are allowed on the walls or doors of the Pavilion. **TAPE OF ANY KIND, TACKS, PUSH PINS OR NAILS ARE NOT ALLOWED FOR USE IN THE PAVILION.**

No burning candles or fireworks are allowed. The Pavilion encourages the use of battery-operated candles.

Unauthorized use of décor or use of candles/fireworks will result in the forfeiture of the security deposit and will prohibit future use of the Pavilion.

CATERING KITCHEN, VENDORS AND DELIVERIES:

Initial _____

The Pavilion Coordinator will not provide keys to vendors/caterers or delivery personnel, nor will the coordinator accept or sign for any deliveries. **The renter must be present for all deliveries/vendors/caterers to be admitted to the site.** The renter may cater their own event or hire a caterer. Renters who use caterers are encouraged to arrange for one (1) site visit for the renter, caterer, and Pavilion Coordinator prior to the event. If the renter or caterer leaves the kitchen or lower-level area unclean, including loose debris, the security deposit will be forfeited. No open-flame cooking is allowed on the upper floor of the Pavilion. An approved warmer with "sterno" cans may be used.

Deliveries from vendors may only be made during the time period of the rental. Vendors must adhere to all parking regulations and may not drive on any surface except a driveway or marked parking space. Any misuse of the property or Pavilion will result in the vendor being permanently barred from serving at the Pavilion on the day of the event or in the future.

SALES AND CONCESSIONS:

Initial _____

Renters must have written permission from the Pavilion Coordinator to provide sales or concessions during an event. All vendors must comply with the rules in this document or they will not be permitted on Pavilion property in the future.

ALCOHOLIC BEVERAGES:

Initial _____

Alcoholic beverages are allowed on the Pavilion property in non-glass containers ONLY. Kegs and frozen drink machines must remain in the catering kitchen or on the lower deck and are not permitted outside the catering kitchen on the upper floor of the Pavilion.

If the renter is providing alcoholic beverages to be sold at a cash bar, the renter is responsible for obtaining a Temporary Alcoholic Beverage Permit from the Texas Alcoholic Beverage Commission for however many days the event is held. A copy is required to be furnished to the Pavilion Coordinator prior to the beginning of the event. Failure to provide the copy of the permit will result in the renter being UNABLE to sell alcoholic beverages at the event.

Minors attending events where alcoholic beverages are being sold must be accompanied by their parent, guardian or adult spouse or they will be asked to leave the premises. The Pavilion Coordinator has the right and authority to ask anyone in attendance to show proof of identity and, additionally, has the right and authority to search all bags/purses/totes/containers of any kind.

ADVERTISING, MARKETING & SIGNAGE:

Initial _____

The Pavilion reserves the right to photograph events and decorations for marketing purposes unless renter declines, in writing, to the City. The Pavilion may feature an event marked "private" or "public" on signage located on the Pavilion property. No signs, banners or other advertising may be posted by the renter without written permission from the Pavilion Coordinator.

CONDUCT:

Initial_____

Any and all persons whose conduct is disorderly or disruptive in any manner, including, without limitation of any of the following inappropriate behaviors, may be escorted from the Pavilion property by the Pavilion Coordinator or their authorized representative, including law enforcement and/or security:

- Offensive gestures, displays, abusive/indecent or profane language
- Excessive noise
- Fighting, assault, threats against another person
- Vandalism
- Intoxication
- Nudity/indecent exposure

HOLD HARMLESS:

Initial_____

The City of Palacios shall not be liable or responsible for, and shall be saved and held harmless by _____ and _____ from and against any and all claims and damages of every kind, injury to or death of any person or persons and for damages to or loss of property, arising out of or attributed, directly or indirectly, to the operations or performance under this Contract.

I, _____, on behalf of _____, fully understand the requirements of the Pavilion Policies & Procedures and agree to adhere to them as a condition of my rental of the Palacios Pavilion. On the Application for Rental, I agree to not misrepresent the purposes for which I am renting the Pavilion or the maximum number of persons who I have stated will be in attendance.

RENTER:**WITNESS:**

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Date: _____

Date: _____

Exhibit A

HOLIDAY CALENDAR

| HOLIDAY | OBSERVED |
|------------------------|---------------------------|
| New Year's Eve | December 31 st |
| New Year's Day | January 1 st |
| Martin Luther King Day | Third Monday in January |
| President's Day | Third Monday in February |
| Good Friday | Friday before Easter |
| Memorial Day | Last Monday in May |
| Juneteenth | June 19 th |
| Independence Day | July 4 th |
| Labor Day | First Monday in September |
| Columbus Day | Second Monday in October |
| Veteran's Day | November 11 th |
| Thanksgiving Day | Thursday of Thanksgiving |
| Day after Thanksgiving | Friday after Thanksgiving |
| Christmas Day | December 25 th |
| Day after Christmas | December 26 th |

“Each person deserves a day away in which no problems are confronted, no solutions searched for. Each of us needs to withdraw from cares which will not withdraw from us.” *Maya Angelou*