



UNITY PARK PAVILION RESERVATION APPLICATION

(For small events)

Today's date: _____ Date of event: _____

Lessee/Contact Name Organization Name

Lessee Address City State Zip

Cell Phone Number Email Address

Day Phone Number Evening Phone Number

TIME: Start/finish time block includes all necessary set up, break down and clean up.

Start time: _____ a.m./p.m. Finish time: _____ a.m./p.m.

EVENT TYPE/PURPOSE: _____

NUMBER OF PEOPLE ANTICIPATED: _____ *(may be subject to security fees - please check with Magnolia Police Dept.)*

REQUIREMENTS:

Electricity required? Yes No

Any outside vendors? Yes No

If yes, explain: _____

Serving alcohol? Yes No - *(may be subject to security fees -please check with Magnolia Police Dept.)*

Beer? Y/N Liquor? Y/N Wine? Y/N

Sound equipment? Yes No

PA System: _____ DJ: _____

I have read and received a copy of the rental information and rental agreement and agree to abide by its provisions. Lessee agrees to indemnify and hold the City of Magnolia, its officers, agents, employees, and staff harmless from any and all costs, fees, and claims of liability, loss, or damage, which may arise out of the use, and/or occupancy of City of Magnolia property and premises by the Lessee, its agents, guests, or invitees.

Signature Printed Name Date Time

****ALL DEPOSITS AND FEES MUST BE PAID
PRIOR TO ISSUANCE OF PERMIT****

SECURITY DEPOSIT:

A deposit is required, per event, to ensure that the facility is returned in the same or better condition in which it was prior to use. The deposit may be refunded in part or in total upon inspection by City staff.

Half Day Rental (4 hour minimum) \$250.00
Full Day Rental \$500.00

Start/finish time will include all necessary set up, break down and clean up

FEE SCHEDULE:

	<u>Half Day</u>	<u>NonProfit</u>	<u>Full Day</u>	<u>NonProfit</u>
Amphitheater only.....	\$ 75.00	\$ 37.50	\$ 150.00	\$ 75.00
Pavilion only.....	\$200.00	\$ 100.00	\$ 400.00	\$200.00
½ area of Pavilion only.....	\$100.00	\$ 50.00	\$ 200.00	\$100.00
(with serving area).....	\$300.00	\$ 150.00	\$ 500.00	\$250.00
Amphitheater, Pavilion and serving area.....	\$375.00	\$ 187.50	\$ 650.00	\$325.00
EntirePark.....	\$750.00	\$ 375.00	\$1500.00	\$750.00
Cook-off grounds.....	N/A	N/A	\$ 200.00	\$100.00

**Nonprofit organizations must provide proof of IRS nonprofit status.*

**Residents not residing within city limits add an additional \$20.00.*

CANCELLATION OF RESERVATION:

One-half (1/2) of the security deposit will be forfeited if a reservation is cancelled **before the 10th day preceding the reserved date**. If the reservation is cancelled **on or after the 10th day preceding the reserved date**, the entire security deposit will be forfeited.

SECURITY FOR YOUR EVENT

Are you planning to hire security personnel for your event? Yes No

NOTICE: Security must be used for your event if:

1. Alcohol will be sold, or
2. Alcohol will be allowed to be consumed, or
3. 50 or more people are expected to be in attendance, or
4. 50 or more people have been invited to the event.

Should any one of the above four items be applicable to your event, it is incumbent that security must be used for your event. Magnolia Police Department must be contacted at (281)356-2500 at least 30 days prior to your event to determine the number of Peace Officers that must be employed to provide security. No Peace Officers other than Magnolia PD will be authorized to work the event unless approved through the Magnolia PD.

CAUTION: Should it be determined through inspections of your event that security was necessary and you failed to contact Magnolia PD, your security deposit for the event shall be forfeited. Further, other sanctions may be levied against you and your sponsors by the City of Magnolia.

Please remember first and foremost - this is a public facility.

Deposit and rental fees are payable to the “*City of Magnolia*” and shall be collected at the time of submittal. Security fees are paid directly to the Magnolia Police Department.

Signed Date: _____

Print name

City Representative Signature Date: _____

City Representative Name Printed

INDEMNIFICATION

Licensee agrees that it will indemnify and save the City of Magnolia harmless of, from and against any and all claims, demands, actions, damages, losses, costs, liabilities, expenses and judgments recovered from or asserted against the City of Magnolia on account of injury or damage to persons or property to the extent that any such damage or injury may be incident to, arise out of, or be caused, either proximately or remotely, in whole or in part, by an act omission, negligence or misconduct on the part of the City of Magnolia or any of its agents, servants, employees, contractors, patrons, guests licensees or invitees or of any other person entering upon the premises with the express or implied invitation or permission of licensee, or when and such injury or damage is the result, proximate or remote, of the violation by licensee or any of its agents, servants, employees, contractors, patrons, guests, licensees or invitees of any law, ordinance or governmental order of any kind, or when any such injury or damage may in any way arise from or out of the occupancy or use by the licensee, its agents, servants, employees, contractors, patrons, guests or invitees. Licensee further expressly covenants and agrees to protect, defend, indemnify and hold harmless the City of Magnolia from all claims based upon alleged joint and/or concurrent negligence of the City of Magnolia and Licensee arising out of or incident to be made to any litigation commenced by or against licensee or relating to this license or the licensed premises, then licensee shall and will pay all costs and expenses including reasonable attorney’s fees and court costs, incurred by or imposed upon the City of Magnolia by virtue of any such litigation.

FOR CITY USE ONLY

Payment:

Security Deposit: \$ _____

Rental Fee: \$ _____

Add'l Fee: \$ _____ - (*Not residing within city limits*)

Total: \$ _____ Date Paid: _____ Check No.: _____ Cash

Initials: _____

Security Deposit Refund: Was the park clean & all trash/garbage picked up? Yes No

Comments: _____

Deposit refunded: Yes No Date: _____



City of Magnolia Unity Park Indemnification and Hold Harmless Agreement

Lessee agrees that it will indemnify and save the City harmless of, from and against any and all claims, demands, actions, damages, losses, costs, liabilities, expenses, and judgments (hereinafter "claims") recovered from or asserted against City on account of injury or damage to persons or property to the extent that any such damage or injury may be incident to, arise out of, or be caused, either proximately or remotely, in whole or in part, by an act, omission, negligence or misconduct on the part of Lessee or any of its agents, servants, employees, contractors, patrons, guests, licensees or invitees or of any other person entering upon the licensed premises with the express or implied invitation or permission of Lessee, or when and such injury or damage is the result, proximate or remote, of the violation by Lessee or any of its agents, servants, employees, contractors, patrons, guests, licensees or invitees of any law, ordinance or governmental order of any kind, or when any such injury or damage may in any way arise from or out of the occupancy or use by the Lessee, its agents, servants, employees, contractors, patrons, guests or invitees. Lessee further expressly covenants and agrees to protect, defend, indemnify, and hold harmless the City from all claims based upon alleged joint and/or concurrent negligence of the City and Lessee arising out of or incident to Lessee's occupancy or use of the licensed premises. Lessee covenants and agrees that in case City shall be made a party to any litigation commenced by or against Lessee or relating to this License or to the licensed premises, then Lessee shall and will pay all costs and expenses, including reasonable attorney's fees and court costs, incurred by or imposed upon City by virtue of any such litigation. Lessee/Applicant will provide a certificate of insurance naming the City as an "additional insured" to a general liability policy with a minimum general liability limit of \$1,000,000.00.

Lessee agrees to display the appropriate behavior and to abide by all rules and regulations during use of the license's premises. Lessee understands that failure to do so may result in consequences leading up to and including dismissal of facility usage and forfeiture of deposit. The signature below acknowledges that Lessee understands and agrees to this Agreement's conditions.

Lessee/Applicant Signature: _____

Print Name: _____

Date: _____