

***For City
Use Only***

Permit #:



UNITY PARK PAVILION RESERVATION APPLICATION

(for large events)

1.	Today's Date: _____ Date of your event: _____ Name of the organization applying for Special Event Permit: _____
2.	Is the organization Non-Profit? <input type="checkbox"/> Yes* <input type="checkbox"/> No *If yes, please provide non-profit documentation.
3.	Mailing Address: _____ _____
4.	Phone No.: () _____ Email: _____ Cell No.: () _____ Website: http://www. _____
5.	Name of the organization's event coordinator responsible for managing the special event: Name & Title: _____
6.	Address/Phone Number: (<input type="checkbox"/> Same as above) _____ _____
7.	Mailing Address: _____ _____
8.	Phone No.: () _____ Email: _____ Cell No. : () _____
9.	Name of Event: _____

10.	Type of Event: <i>(Please check as many as applicable below):</i> <input type="checkbox"/> Concert <input type="checkbox"/> Entertainment <input type="checkbox"/> Parade <input type="checkbox"/> Educational <input type="checkbox"/> Environmental <input type="checkbox"/> Cultural <input type="checkbox"/> Sports <input type="checkbox"/> Other (<i>Please explain</i>): _____ _____ _____																																										
11.	An event site map detailing the location of all aspects of the event will be required for all events. If any public street(s) need to be partially or completely closed/blocked off, please include specific streets with the map. *A copy of your proposed route must be attached to this application.																																										
12.	What is the purpose of the event? <i>(Please explain and attach a detailed copy of your agenda or planned activities)</i> _____ _____ _____																																										
13.	Proposed Event Location: _____ Facilities to be used <i>(i.e., stage, amphitheater, grounds, pavilion, etc.):</i> _____																																										
14.	If event is on City property or more than one facility is being used, please provide a map showing parking, activity venues, first aid, etc.																																										
15.	Requested date(s) and time(s) for event(s): <i>(Start/finish time must include all necessary set up, break down and clean up)</i> <table border="1"> <thead> <tr> <th>Event Activity</th> <th>Start Date</th> <th>End Date</th> <th>Start Time</th> <th>End Time</th> <th>Set up Date & Time</th> <th>Dismantle Date & Time</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table> <p>(a) Designated date for inclement weather (<i>Rain date</i>) <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, date: _____</p>	Event Activity	Start Date	End Date	Start Time	End Time	Set up Date & Time	Dismantle Date & Time																																			
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16.	Total number of anticipated participants <i>(i.e., volunteers, spectators, walkers, etc.):</i> _____ Peak Attendance: _____ at what time: _____																																										
17.	Is this the first time for you or the sponsoring organization at this location? <input type="checkbox"/> Yes <input type="checkbox"/> No																																										

	(a) If not, how does this event differ from previous year(s)? _____ (b) Attendance totals for last event: Daily:_____ Overall:_____																					
18.	How do you plan to publicize this proposed event? <i>(If available, please attach a copy of proposed publicity plan or flyer)</i> _____ <p style="text-align: center;">*DO NOT PUBLICIZE UNTIL THIS APPLICATION IS APPROVED BY THE CITY OF MAGNOLIA.*</p>																					
19.	Will any signs, banners or flyers be displayed or posted on city facilities: <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please describe the type and number of banner(s)/sign(s) and the proposed locations of them.																					
20.	Do you plan to erect temporary structures, such as, stage, tents, booths, tables, bounce houses, etc. for this event? <input type="checkbox"/> Yes <input type="checkbox"/> No (a) If yes, please describe below, including size, capacity, quantity, etc. <u>Location of all must be shown on your site map.</u> <table border="1" style="width: 100%;"> <thead> <tr> <th style="width: 33%;">Item</th><th style="width: 33%;">Size</th><th style="width: 33%;">Quantity</th></tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table> (b) If contracting with a company that will be providing any of the above, provide information below: <div style="display: flex; justify-content: space-between;"> <div>_____</div> <div>_____</div> </div> <div style="display: flex; justify-content: space-between;"> <div>Company Name</div> <div>Contact Person</div> </div> <div>_____</div> <div>Address</div> <div>_____</div> <div>Telephone Number</div> <div style="display: flex; justify-content: space-between;"> <div>_____</div> <div>_____</div> </div> <div style="display: flex; justify-content: space-between;"> <div>Company Name</div> <div>Contact Person</div> </div> <div>_____</div> <div>Address</div> <div>_____</div> <div>Telephone Number</div>	Item	Size	Quantity																		
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	Note: Proof of liability insurance is required per vendor												
21.	<p>Will you have vendors at this event? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, list the names of the vendors expected: <i>(attach separate page if necessary)</i></p> <table border="1"> <thead> <tr> <th>Vendor(s) Name(s)</th></tr> </thead> <tbody> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> </tbody> </table>	Vendor(s) Name(s)											
Vendor(s) Name(s)													
22.	<p>Do you plan to sell, distribute, or give away refreshments? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, please explain: _____</p> <p>Do you plan to sell alcohol/beer? <input type="checkbox"/> Yes See #35. <input type="checkbox"/> No</p> <p>Beer? Y / N Liquor? Y / N Wine? Y / N</p> <p>*Note: Proof of TABC license is required per alcohol vendor.*</p>												
23.	<p>What process will be used to dispose of cooking grease? _____</p> <p>_____</p>												
24.	<p>Will any type of sound amplifying equipment or devices be used in conjunction with this event? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, please list the type of equipment:</p> <table border="1"> <thead> <tr> <th>Type of Equipment</th><th>Quantity</th></tr> </thead> <tbody> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> </tbody> </table> <p>NOTICE: The sponsoring organization's event coordinator must comply with all City of Magnolia ordinances including park rules and regulations regarding acceptable noise levels.</p>	Type of Equipment	Quantity										
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25.	<p>Do you plan to provide musical entertainment for this event? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, please describe, include times, and attach a detailed copy of your band schedule.</p>												
26.	<p>Do you plan to provide other entertainment for this event? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, please describe <i>(or attach a copy of your planned program.)</i></p> <p>_____</p>												

27.	Events with animals require additional considerations and City approval. Are you planning to pursue permission for animals at your event? <input type="checkbox"/> Yes <input type="checkbox"/> No Explain: _____																				
28.	What power source are you planning on using? <input type="checkbox"/> Facility electricity <input type="checkbox"/> Generator <input type="checkbox"/> None <table border="1"> <thead> <tr> <th>Type of Equipment</th> <th>Power Source</th> <th>Number of Amps</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table>			Type of Equipment	Power Source	Number of Amps															
Type of Equipment	Power Source	Number of Amps																			
29.	Is this event open to the public? <input type="checkbox"/> Yes <input type="checkbox"/> No																				
30.	What accommodations are you providing for persons with special needs? <i>(Parking, transportation, accessibility):</i> _____ _____																				
31.	Will donations/contributions be accepted or solicited during this event? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please explain how these donations will be generated or collected: _____ _____																				
32.	Will there be an admission charge to attend/participate? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please explain the type of fee and amount: Type of Fee(s): _____ Fee Amount: \$ _____																				
33.	Has a Health Food Permit been obtained? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>(Required for food concessions)</i> NOTICE: A Temporary Food Service Permit may be required if food/refreshments are served. For information, call the Montgomery County Health Department at (936) 539-7839.																				
34.	Are you providing portable toilets for your event? <input type="checkbox"/> Yes <input type="checkbox"/> No How many? _____ Location(s) <i>(show on site map)</i>																				

SECURITY FOR YOUR EVENT

35.

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 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.

NOTE: If alcohol is served at the event, City Ordinance **requires an approval by City Council** to serve alcohol on City property. Please email Christian Gable, City Secretary at cgable@cityofmagnolia.com to be placed on a City Council agenda, or call (281) 356-2266 Option 7.

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 Dept.

Signed Date: _____

Print name

City Representative Signature Date: _____

City Representative Name Printed

36.

Do you require additional trash receptacles and/or dumpster? ☐ Yes ☐ No
If yes, please make arrangements and notify the City.

37.	What are your plans for providing emergency/medical services? _____ _____
38.	Who have you contacted about parking for your event and what arrangements have been made? _____ _____ Will there be an admission charge to park? <input type="checkbox"/> Yes <input type="checkbox"/> No
39.	Are there any special provisions pertaining to your event that have not been addressed on this application? _____ _____

EVENT INSURANCE: The applicant will be required to sign an “*Indemnification and Hold Harmless Agreement*” in favor of the City for negligence of the applicant, its agents, servants, or employees in the performance of this event. In any event to which the public is invited or other events as determined by the City, **the applicant shall be required to provide a certificate of insurance naming the City of Magnolia, its officials, employees and volunteers as “additional insured” to a general liability policy. The City requires a minimum general liability limit of \$1,000,000.00.**

NOTE: Event organizers are responsible for protecting against loss or damages to City facilities and are responsible for any expenses related to facility damages.

****ALL DEPOSITS AND FEES MUST BE PAID PRIOR TO THE ISSUANCE OF A RESERVATION 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****

<u>FEE SCHEDULE:</u>	<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
Entire Park.....	\$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.***

RESERVATION CANCELLATION:

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 proceeding the reserved date**, the entire security deposit will be forfeited.

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:

Deposit: \$ _____

Rental Fee: \$ _____

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

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

Initials: _____

Security Deposit Refund: Was the left 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: _____