

CITY OF HUNTERS CREEK VILLAGE

Facility Policy



The Pavilion and or any other property maintained by the City of Hunters Creek Village, hereafter referred to as “Facilities” is owned by the City of Hunters Creek Village, Texas, (City). It includes any objects, tables, chairs, benches, or other physical devices or equipment associated with the facilities.

The Facilities are to be in no way abused or damaged. Any person or group desiring to use all or part of the Facilities must be aware that preservation and safety of the Facilities is of concern of the City, and no use will be tolerated on the Facilities which in any way threaten to harm or damage the Facilities.

Any person or group desiring to use the Facilities who cannot do so without accepting the restrictions and limitations in this policy should consider an alternate facility.

Facility Hours: Sunday – Wednesday from 9:00 a.m. – 6:00 p.m. and Thursday – Saturday 9:00 a.m. – 9:00 p.m.

RESERVATIONS:

1. All reservations must be made through the Permit Department at City Hall, 1 Hunters Creek Place, between the hours of 8:30 a.m. and 4:30 p.m., Monday through Friday, exclusive of holidays.
2. Facilities shall be available for use Sunday – Wednesday from 9:00 a.m. – 6:00 p.m. and Thursday – Saturday 9:00 a.m. – 9:00 p.m.
3. Permittee must be a Hunters Creek Village resident 21 years of age or older to reserve the building and must be present at all times during the function or activity.
4. Tentative reservations are on a first-come, first-serve basis and may be made in person or by email at info@cityofhunterscreek.com
5. Reservation time periods include decorating and clean up within the time frame reserved.

CANCELLATIONS:

1. Cancellations for the Facilities must be made in writing and received by the Receptionist at City Hall at least 48 hours prior to the reservation date.
2. From time to time, and possibly without advance notice, it may be necessary to cancel or postpone a reservation. The City and the Permittee understand and agree that the event shall be cancelled without any liability to the City.

The Permittee, by the acceptance of the terms and conditions of this policy, agrees to release, hold harmless, and discharge the City of Hunters Creek Village, its officers, agents, and employees (collectively referred to in this paragraph as the “City”) from and against all claims, demands, causes of actions of every kind and character, including the cost of defense thereof for any damages or loss that is caused or alleged to be caused by, arising out of, or in connection with any use of the facility such change or cancellation, regardless of the negligence of the City. It is the expressed intention of the parties hereto, both the Permittee and the City, that the indemnity provided for in this paragraph is indemnity by Permittee to indemnify and protect the

City from the consequences of the City's own negligence, whether that negligence is the sole or a concurring cause of the injury, death, or damage. In the event that any action of proceeding is brought against the City by reason of any of the above, Permittee further agrees and covenants to defend the action or proceeding by legal counsel acceptable to the City. The indemnity provision contained in this paragraph shall survive expiration or earlier termination of the Permittee's reservation agreement.

CATERING AND FOOD SERVICE:

1. Any Permittee assumes all liability and responsibility for sickness, injuries, claims, or suits for damages to person or property of whatever kind or character, whether real or asserted, stemming from issues by the Permittee occurring throughout the term of the reservation, commencing from the reservation of the facilities arising out of or by reason of the reservation and use of the facilities.
2. Permittee and guests may bring food and beverages for the event. Any spills must be completely cleaned up at the end of the event, or the Permittee may be charged for such clean up.
3. Prior to any event at which food and beverages will be served, the Permittee must inform the Receptionist at City Hall. A representative of the City will accompany the Permittee on a familiarization tour of the Facilities.

CLEAN UP POLICIES:

1. Clean up shall be defined by the City as cleaned and left in the same or better condition as it was prior to the event. **Permittee must provide necessary material for clean- up.**
2. Permittee is required to perform a walk through after the event with a representative of the City to identify any damage or areas in need of cleaning.
3. Permittee is responsible for general clean up throughout the event, including but not limited to, spills and trash. (Ex: wipe tables with cleaner, remove trash from property).
4. Permittees who decorate with balloons shall be responsible for removing them from the Facilities.
5. Permittee will be required to reimburse the City for damage to the facilities.

OBJECTIONAL CONDUCT:

1. Any person whose conduct is disorderly or disruptive in any of the following respects should be removed from the premises:
 - Intoxication or any liquor, or illegal substance violation (minor consumption, minor possession, etc.)
 - Use of abusive, indecent, profane, or vulgar language
 - Making offensive displays
 - Abusing or threatening another person in an obviously offensive manner
 - Making unreasonably loud noise
 - Fighting with another person
 - Theft or Vandalism
2. Any of the above conduct may result in preventing permittee from future use of the Facility.

GENERAL INFORMATION:

1. **Confetti and/or glitter are prohibited.** No decorative or other materials shall be taped, nailed, tacked, screwed, or otherwise physically attached to any walls, tables, ceilings, or floors. No fog machines, rice, sand, or sawdust are permitted on the premises.
2. The use of moonwalks or similar devices requires insurance (from the moonwalk company) and proof of coverage must be presented at the time the equipment is set up.
3. No piñatas or water recreation activities allowed, unless for a special event, as approved by City staff or Council.
4. No display or use of firearms of any kind.
5. No open fires are allowed, except barbecue pits.
6. No camping or overnight events, unless for a special event, as approved by City staff or Council.
7. Permittee, by the acceptance of the facility reservation, assumes all liability and responsibility for sickness, injuries, claims, or suits for damages to person or property of whatever kind or character, whether real or asserted, stemming from issues that the caterer was hired for by the Permittee occurring throughout the term of the reservation, commencing from the reservation of the facility arising out of or by reason of the reservation and use of the facility.
8. The City shall assume no responsibility for any property placed on or in its Facilities and is released from any and all liability for loss, injury, or damage to persons or property that may be sustained by the use or occupancy of Facilities.
9. The City is not responsible for any property left on the premises. All property of the Permittee, caterer or guests needs to be removed by the end of the used period unless prior arrangements have been made with the City. Any property remaining on Facilities premises deemed abandoned by the Permittee and will be disposed of.
10. The Permittee assumes all responsibility for all damages to Facilities, property, furniture, and/or equipment provided by the City to the Permittee. Damage incurred during an event could result in charges depending on amount of damage. Damage may jeopardize the Permittee's ability to reserve any of the City's Facilities in the future. The Permittee must notify the City by leaving a message on the main delivery extension before 8:30 am the next day (713-465-2150). Failure to do so shall result in the presumption that any damage found at the end of the reserved period resulted from the Permittee's use of Facilities.
11. All groups or individuals using Facilities shall comply with all laws, including federal, state, and local laws. These laws shall include all City ordinances and all regulations of the city and its departments, which may in any way affect the use of Facilities.
12. Discrimination against any person(s) with regard to race, color, religion, sex, national origin, age, or disability by any group or individual using the Facilities is prohibited.
13. Permittee shall be responsible for setting up and taking down all tables and chairs. No tables, chairs, equipment or any city property shall be removed from the Facilities at any time.
14. All pets must be on a leash at all times and all pet waste must be properly disposed.

- 15. No overflow parking allowed on Brogden Road or at the First Congregational Church without written approval prior to an event.
- 16. The Permittee indemnifies the City and holds harmless from any neglect or misconduct on the part of the Permittee, its agents, servants, and employees.
- 17. Unless expressly stated to the contrary in these Policies, a violation of these Policies shall result in jeopardizing the Permittee's ability to reserve any of the City's Facilities in the future. Furthermore, nothing contained in these Policies shall be construed to limit the City's remedies to recover damages for violations of the policy.

I have read and received a copy of the City of Hunters Creek Village Facility Policy.
I agree to abide by all terms and conditions set forth herein.

Printed Name of Permittee: _____

Signature of Permittee: _____

Date: _____

Printed Name of Employee: _____

City Employee Signature: _____

Date: _____

