

**POLICY FOR THE CITY OF THORNDALE
PARK/PAVILION RESERVATIONS AND USE
APPROVED DECEMBER 9, 2020**

CONDITIONS AND TERMS

APPLICATION FOR RENTAL

Applications to reserve the pavilion are available at Thorndale City Hall, 105 North Main Street, Thorndale, Texas. The pavilion is reserved on a first-come-first-served basis. Therefore, the date you have chosen may not be available. Any official business, any function approved by the Thorndale City Council, or any annual fund raisers for the Thorndale Volunteer Fire Department, Relay for Life, Thorndale Youth Sporting Events and other such organizations will take precedence over other reservations.

RESERVED AREA

The reserved area only includes the large covered pavilion. The city park is open to the public at all times unless otherwise approved by the Thorndale City Council. Others are always welcome to utilize the remaining park areas.

DEPOSIT

The City of Thorndale requires that you pay the full refundable deposit of \$ 100.00 with your application to guarantee your reservation. The deposit is refunded only after: 1) the reserved sign is returned to city hall, 2) the pavilion and surrounding areas are clean from trash, rubbish and debris, and 3) the terms of the pavilion rental terms and conditions have not been violated. Deposits will not be refunded until an inspection is done, and compliance with these terms and conditions is verified.

RENTAL FEE

The rental fee of \$ 50.00 is due 10 days prior to the reservation date. If the fee is not paid, the reservation may be forfeited.

If you cancel your reservation two weeks prior to the date of use, your deposit will be refunded. If you cancel in less than two weeks, you will forfeit your deposit. If you are unable to use the facilities due to bad weather, your deposit will be refunded.

RESERVED SIGN

The reserved sign can be picked up the day before your reservation. If your reservation is on Sunday, you may pick up the sign on the Friday before your scheduled reservation. The reserved sign should be placed on the walk-in gate located on the west side of the pavilion.

The sign should be returned to City Hall on the next business day.

PARKING

Parking is available on the north side of the pavilion. If you park in other locations, you and your guests may be asked to move your vehicles.

NO GLASS CONTAINERS ALLOWED

City **Ordinance #84 prohibits glass containers** on the pavilion or within the boundaries of the city park. This includes the areas around the baseball and softball fields. Violators shall be deemed guilty of a misdemeanor and upon conviction, punished by a fine not to exceed \$200.00.

NOISE NUISANCE REGULATIONS

There are several city residents that live in close proximity to the pavilion. We ask your cooperation in respecting them by keeping the noises and sounds of your event within reason. The city enforces **Noise Nuisance Ordinance #128**. This ordinance addresses noise nuisances which are described as unreasonably loud, disturbing and unnecessary noises. Noises of such character, intensity, and duration are in violation of the ordinance. They include sounding of any horn or signal device, playing of a radio, phonograph or any musical instrument in a manner or with volume which creates a noise. No stationary loudspeakers or amplifiers may be used between 10:00 p.m. and 7:00 a.m., and at no time on Sunday between the hours of 7:00 a.m. and 1:00 p.m. unless otherwise approved by the City Council.

ALCOHOLIC BEVERAGES

In the State of Texas, any person who provides alcoholic beverages to another may be responsible for the actions of that person, including injuries to persons or property. The City of Thorndale does not assume any responsibility for injuries arising out of any events not sponsored by the City. Individuals should take all necessary precautions if alcoholic beverages are being served at the event. Additionally, all sales of alcoholic beverages are to be made in compliance with the Texas Alcoholic Beverage Commission. For questions concerning the sale of alcoholic beverages and/or obtaining a permit, call the Texas Alcoholic Beverage Commission Office at (512) 451-0321.

MAINTENANCE AND CLEAN-UP

We strive to keep our park clean and ready for use at all times. Applicant is responsible for cleaning all trash and debris on and around the pavilion, or other parts of the park that were utilized during the event (i.e. playground, restrooms, ball fields, etc). The area will be inspected before and after each rental.

Trash barrels are provided in various locations in the park. Please deposit all trash into the containers. Trash bags are not required, but are helpful in keeping the trash from blowing out of the barrel causing you to lose your deposit upon the post-event inspection of the area.

INSURANCE

If the event is open to the public, proof of liability insurance shall be provided by the sponsoring party. In addition, when requested, a liability insurance policy naming the City of Thorndale as an additional insured shall be purchased by all commercial renters and by any renters who are

holding dances open to the public. The types and limits of insurance to be purchased shall be determined by the City Administration and will be based on the format of the proposed event, anticipated attendance, and event duration.

IMPORTANT RENTAL INFORMATION

Representatives of all groups and entities, and any person or entity reserving the Pavilion agree to indemnify the City of Thorndale for all personal injuries and property damages incurred from the use and occupation of the facility including but not limited to court costs and reasonable attorney's fees. An authorized person will be required to sign the Pavilion Rental Application before approval will be granted.

The City of Thorndale is not responsible for lost or stolen articles. Be sure to remove all personal items brought to the pavilion.

RENTERS FORFEIT DEPOSIT IF THEY VIOLATE ANY TERM(S) OF THIS POLICY AND MAY BE SUBJECT TO IMMEDIATE DISMISSAL FROM THE PREMISES.

For information or assistance call:

City Hall ***512-898-2523***

Or after hours:

Ray Miller ***512-851-7967***
Stacy Irwin ***512-269-7953***

<p style="text-align: center;">CITY OF THORNDALE PARK PAVILION RENTAL AGREEMENT</p>
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NAME _____

ADDRESS _____

HOME PHONE # _____ CELL PHONE # _____

DESCRIPTION OF EVENT _____

DATE(S) REQUESTED: _____

START TIME: _____ END TIME: _____

It is understood that granting use of the Pavilion is based upon availability of the facility. It is further agreed that all fees and deposits shall be paid by the applicant before use of the facilities may begin. If insurance is required, the applicant agrees to provide such in the amount specified by the City Administrator.

Applicant hereby agrees that the Thorndale City Pavilion has been inspected and is suitable for the intended use. Applicant agrees to indemnify and hold harmless the City of Thorndale of any liability including but not limited to court costs and reasonable attorney's fees.

APPLICANT HEREBY ACKNOWLEDGES THEY HAVE RECEIVED, READ, AND AGREE TO THE TERMS AND CONDITIONS OF THE CITY OF THORNDALE PARK PAVILION RENTAL POLICY AS HEREIN STATED. THE APPLICANT FURTHER UNDERSTANDS THAT HE/SHE SHALL BE RESPONSIBLE FOR ENSURING THAT THE TERMS AND CONDITIONS HEREIN STATED ARE OBEYED AND FOLLOWED. RENTERS FORFEIT DEPOSIT IF THEY VIOLATE ANY TERM(S) OF THIS POLICY AND MAY BE SUBJECT TO IMMEDIATE DISMISSAL FROM THE PREMISES. IN ADDITION, VIOLATING ANY PART OF THIS POLICY MAY PROHIBIT YOU (AND/OR ANY OTHER PERSON VIOLATING THIS POLICY) FROM USING THIS FACILITY IN THE FUTURE.

APPLICANTS SIGNATURE _____ DATE _____