



COMMUNITY SERVICES DEPARTMENT
Request to Use Park Facility

Park facility or area requested: _____

Date facility will be used: _____ Time requested: _____

Name of organization and/or person requesting use of park facility (*individual must be 21 years of age or older*): _____

Is your organization a nonprofit organization? Yes No Telephone: _____

Address: _____ City: _____ State: _____ Zip _____

List name, address, and telephone numbers of two responsible adults who will be present at function:

Are you providing any type of security for your function? Yes No

If yes, what type? _____

Will there be a fee charged for this function? Yes No If Yes: Spectator Yes \$ _____

Purpose for these funds? _____ Participant Yes \$ _____

Vendor Yes \$ _____

Will there be entertainment provided at the function? Yes No

If yes, what type? _____

If available at the location, will electrical outlets be needed? Yes No How many? _____

Will your function be promoted to the public to attend? Yes No

Will food or drinks be served? Yes No

*(If the answers to the two questions above are both "Yes", you **must** contact the Community Enhancement Department at 325-437-4590 in order to obtain a health permit. This request will not be approved until we have received notification from the Health Department concerning the status of your health permit.)*

Are you planning to set up vendor booths, tents, etc.? Yes No

If yes, what and how many of each? _____

Brief description of function, activities planned, and any special requirements: _____

I, the undersigned, agree to abide by the following policies and guidelines.

The facility will be cleaned and left in the same condition in which it was found. Compliance with all city, state, and federal laws is required. Alcoholic beverages and/or gambling are not allowed in or around any park facility. Sound levels will be kept to a minimum in order not to disturb other park patrons or the surrounding neighborhood. The use of amplified sound (voice and/or musical instruments) is permitted on a limited basis. The City reserves the right at any time to require individual(s) reserving the facility to reduce volume levels and/or eliminate all amplified sound as may be considered a nuisance to the adjacent neighborhood.

The undersigned, does indemnify and hold harmless the City of Abilene from and against any and all loss, cost (including statutory liability and liability under workers compensation laws) in connection with claims for damages as a result of injury or death to any person or damage to any property sustained by the individual(s) using the facility or any and all other persons which arise from, or in any manner grow out of, any act or neglect on or about the facility by the individuals using the facility, guests or invitees.

If required by the Community Services Department I/we will provide Liability Insurance coverage in the amount of five hundred thousand dollars (\$500,000) combined for both bodily injury and property damage on a per occurrence or claims basis, in accordance with the specifications outlined in Exhibit A.

Signed: _____ Date: _____

*Title: _____

****If facility will be used for a group, organization, non-profit corporation, or other similar entity, this document must be signed by an officer or agent with the authority to make agreements on its behalf.***

Return completed request to: Parks Division, P.O. Box 60, Abilene, Texas 79604 or Fax to 325-676-6289

Do Not Write Below This Line - Administrative Use Only

Approved by:

Director of Community Services: _____ *Date:* _____

Assistant Director of Community Services: _____ *Date:* _____

Parks Superintendent: _____ *Date:* _____

Recreation Superintendent: _____ *Date:* _____

- Yes Liability insurance will be required in accordance with the attached "Exhibit A."*
- Yes Health Department approval required for this request. Approval by the Health Department Date: _____ Employee: _____*
- Yes Parks and Recreation Board approval will be required. Approved by the Parks and Recreation Board at the _____ meeting.*

EXHIBIT "A"

Individual(s) renting the facility shall insure the indemnity clause of this Facility Rental Application by obtaining public liability insurance in the amounts set forth below. All insurance policies shall be subject to the examination and approval of the Risk Manager for their adequacy as to form, content, type of protection and insurance company. Lessee shall furnish to the Community Services Department, certificates of insurance or copies of the policies, plainly evidencing the required insurance prior to commencement of activities at the facility. Adequate insurance coverage as defined here shall mean comprehensive general liability insurance covering those activities contemplated by this facility use agreement, with minimum coverage limits as follows:

TYPE

Comprehensive General Public Liability: to include (but not limited to) the following:

- A) Premises/ Operation
- B) Independent Contractors
- C) Personal Injury
- D) Products/ Completed Operations
- E) Contractual Liability (Insuring Indemnity Provision within this Agreement)
- F) Dram Shop (Liquor) Liability (Where Exposure Exists)

AMOUNT

Bodily Injury:

\$300,000 per person
\$500,000 per occurrence

Property Damage:

\$300,000 per occurrence
OR
\$500,000 Combined Single Limit for bodily injury and property damage.

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Additional Insurance Requirements: With respect to the above insurance, the individual(s) renting the facility will have the City of Abilene and _____ named as an additional insured; and provide for a Waiver of Subrogation in favor of the City of Abilene