



CITY OF SEABROOK
PARADE, CARNIVAL, SHOW, FESTIVAL,
SPECIAL OR COMMUNITY EVENT

Date of Application: 11/3/16 Name of Applicant: BRETT HAMNER

Full Address of Applicant: 2555 REPS DORPTH UNIT 415 SEABROOK

Day Time Phone (281) 908-2296 Night time phone () SAME

e-mail address: [REDACTED]

"Thanks for Giving"

Name of Organization, Firm or Corporation on whose behalf this application is made:
WAY OUT WOMEN'S CENTER (I10-45)

Address of Organization (if different from above): 101A ST, 1

City HOUSTON State TEXAS Zip Code 77017

Phone Number of Organization (if different from above): () _____

Is the organization recognized as a non-profit organization for tax purposes? YES

Requested Date(s) and Times of the Event: NOV 20, 2016

Location of the Event: MIRAMAR MEADOW

Will any portion of this event be held on city property? If so, where?
yes see above

Note: If you will hold the event in a city park or facility, you must also complete an additional application to use city facilities.

Give a brief description of the event: BBQ, w/ GAMES AND AUCTIONS OF FOOD PLUS SPEAKERS TO FUNDRAISE

Estimated No. of Workers 24 Estimated No. of Attendees ≤ 100

Will the event be held in a parking area? NO. If so, how many parking spaces will be temporarily lost? nil

How many parking spaces are you providing for the event? _____

Will alcohol be served? NO If so, you are required to pay an additional deposit if you wish to serve alcohol on city property. You must also contact the Texas Alcoholic Beverage Commission.

Will admission be charged for this event? TECHNICALLY NO ITS DONATION

Do you want to display temporary signs or banners to advertise this event? YES

Number of signs for this event 4? Complete the sign permit application attached to the packet. Please note that signs may only be displayed on private property, with the property owners' permission and with a city permit. Signs are not permitted in any street rights-of-way.

n/a

If this event is a parade, please answer the following additional questions.

Proposed Route (Attach Map): N/A

Estimated number and kind of animals to be used: _____

Estimated number of parade participants including, animals and riders, bicycle riders, animal-drawn vehicles, floats motor vehicles, motorized displays and marching units or organizations, such as bands, color-guards, and drill teams:

THIS SECTION NEEDS TO BE COMPLETED IN ORDER TO PROCESS YOUR APPLICATION.

This application has been reviewed by the Seabrook Police Chief or designee and the signature below verifies that adequate provisions for security have been made by the applicant.

SEAN WRIGHT
Print name
Police Department Representative

1-9-16
Date Approved

[Signature]
Signature
Police Department Representative

Comments: No Action by SPD

I have enclosed the following items as part of my application and have initialed each relevant item:

1. completed applications form including approval by the Seabrook Police Department.
2. If the event is to be held on city property, an additional application for the use of city facilities.
3. Permit fee in the amount of \$ 50.00. (Non-profit organizations may substitute a letter of request to the City Council requesting a waiver of the permit fee.)
4. If event is a parade a deposit fee of N/A is included. Deposits are not waived.
5. A certificate of insurance, naming the City of Seabrook as certificate holder. This insurance provides protection of not less than \$100,000 against liability for damages to property and protection of not less than \$100,000 for protection of injury to the death of one person and of not less than \$300,000 for protection against injury to death of two or more persons in a single accident or occurrence. (A sample certificate of insurance is enclosed.)
6. For special events, a site plan is attached as required by the Code of the City of Seabrook, Section 4.07. (See attached excerpt.)
7. For parades, a map showing the parade route is attached.

As applicant, I certify that all information contained in this application is true and correct to the best of my knowledge. I state that I am fully authorized to act and contract for any persons, organizations, firms or corporations on whose behalf this application is made. As applicant for the above organization, I do contract and agree that they will jointly and severally, indemnify and hold the City of Seabrook harmless against liability for any and all claims for damage to property or injury to or death of persons arising out of or resulting from the issuance of the permit or the conduct of the participants. As applicant, I understand that I may be held liable as principal in place of the organization for the cost of cleaning or repairing city property which may have sustained damage as a result of the special event. I understand that a special events permit may be issued for no more than five consecutive days. If the permit is granted, I, as representative, agree to adhere to all city ordinances regarding the special event.

I understand that if I am applying to use a city park, community house or other city facility to hold this event, additional applications and fees will be required. I also understand that all required applications, accompanying documents and fees must be submitted to the City Secretary's Office at least 30 days prior to the date of the event, and that the event may not be held without approval of the Seabrook City Council. I have read and have agreed to the above conditions.


Signature of Applicant

BRETT W HAMMER
Printed Name of Applicant

11/3/16
Date Submitted

<u>JL Hicks</u>		<u>11-9-16</u>	FOR OFFICE USE ONLY
Reviewed by City Secretary		Date	
If applicable: Fire Marshal notified	<u>N/A</u>	Building Official Notified	<input checked="" type="checkbox"/>
		City Mgr	<input checked="" type="checkbox"/>
This application has been reviewed by the Seabrook City Council on <u>11-15-16</u>			
and has been APPROVED DENIED.			
The following conditions are placed upon this event: _____			



Rental Application for City Facilities and Parks

Please circle one rental option

Community House

Meador Park Pavilion / MIRAMAR

Pool Pavilion

Pool Game Room

Baseball Fields

Pine Gully Park

Other city parks

Rental Fee	\$100 + \$50 = \$150
Deposit	\$50 + \$50 = \$100
Security Deposit	
Special Event Fee	\$50

Total Amount Due	\$300
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paid 11-9-16

Group or Company: WAY OUT WOMEN'S CENTER

Contact Name: BRETT HAMNER

Address: 7555 REPSMORPH RD UNIT 415

City: SEABROOK State: TEXAS Zip: 77586

Home/Cell Phone: 281-908-2296 Work Phone: 281-918-3434

Email Address: [REDACTED]

Type of Event: FUND RAISER BBQ

Date of Event: NOV. 20TH, 2016 Start Time: 7:00 AM End Time: 7:00 PM (1:00-6:30)

Number of People Attending: 400 Will alcohol be served? NO

If you will be serving alcohol you must complete the Alcohol Security Agreement.

Is this a private event? YES may the public attend? NO

If an outside event is open to the public, you must complete a special events permit application.

Notes and Comments:

WAY OUT WOMEN'S CENTER
IS A 501C CORPORATION

Terms and Conditions

Applicant represents and certifies that:

1. All information provided in this application is true and correct.
2. Applicant and user will bear all cost of cleanup and damage; and for this purpose the City may retain part or all of the deposit, and excess will be immediately paid to applicant and user, or either of them, upon request.
* Applicants are required to clean up the Community House the same day/evening of reservation. Failure to clean the building will result in loss of deposit.
BWA (Initials)
3. Deposits will not be refunded until keys have been returned. BWA (initial)
4. Misrepresentation or erroneous information in this application constitutes grounds for denial of future applications and use.
5. WAIVER OF LIABILITY:
 - a. I understand the City of Seabrook is not responsible for the loss or damage to any equipment or supplies of the renter. BWA (initials)
 - b. To the fullest extent permitted by law, RENTER, shall indemnify and hold harmless the City of Seabrook from and against claims, damages, losses, and expenses, including but not limited to, attorney's fees, which arise out of or in any way relate to any and all personal injury, death and/or property damage in connection with rental by the City to the rental of the Facility (as defined above), and arising out of any act and/or omission by the City and/or of any and all of the City's agents, representatives, servants, and employees, including, but not limited to, negligence, gross negligence, strict liability, breach of express or implied warranty, breach of fiduciary duty, breach of the duty of good faith and fair dealing, fraud, conspiracy, conspiracy to defraud, deceptive trade practice allegations, misrepresentations, or contribution, or any other claim, whether based on a tort, contract, or under any theory of recovery, under any state or federal law, or whether for compensatory or punitive damages (or any types of damages whatsoever). In no event will the City of Seabrook be liable for special indirect or consequential damages arising out of, or in connection with, the rental of the Facility rendered under this Agreement.
6. I have read the rules and regulations and understand the fee structure to which time I have chosen.
7. I understand I must be at least 21 years of age for this application to be considered.
8. I have received a copy of the resolution which applies. BWA (initials)
9. The City requires that the applicant provide adequate security protection at any function attended by varying numbers of persons and has guidelines for the number of peace officers needed per volume of attendants and the nature of the function (see attachment 2). In addition to other prepaid deposits required, the applicant shall prepay a deposit of 100% of the cost per officer per hour to be required for the event at

the time of the application. Those moneys shall be held by the City and deposited in a City holding account to assure that adequate security is present for all events, but the contract for security services is between applicant and the individual peace officer(s), even when off duty Seabrook police officers are engaged. If a City peace officer is working a party on City premises, off duty under private party contract, he or she is not acting in his or her official capacity as a City employee and is an independent contractor in providing these services. The holding of the deposit by the City is to assure that security shall be on hand to protect City property, but payment for said services shall be from applicant to the officer, even if the applicant releases the deposit to the peace officer instead of paying him or her direct. Said fees are not salary. City shall not ever be anything more than the holder of the deposit and shall release same as directed by the parties since it shall never become City funds.

I UNDERSTAND I MUST BE AT LEAST 21 YEARS OF AGE TO SUBMIT FORM Buff (initial)


Applicants Signature

NOV. 9, 2016
Date

City Manager's Signature

Date

CITY OF SEABROOK
***** REPRINT RECEIPT *****

REC#: 00685447 11/09/2016 3:35 PM
OPER: 017 TERM: 001
REF#: 0681101189

TRAN: 3.0000 LICENSES & PERMITS
WAYOUT WOMENS CENTER11/20
WAYOUT W C -HAMNER, BRETT
LICENSES & PERMITS/ 50.00CR

TRAN: 35.0000 PARK RECEIPTS
WAYOUT W CENTER B HAMNER 11/20
WAYOUT W CENTER B, HAMNER11/20
PARK FEES 150.00CR

TRAN: 4.0000 COMM HSE/CAROTHER'S
WAYOUT W CENTER 11/20 HAMNER
WAYOUT W CENT B, HAMNER 11/20
COMMUNITY HOUSE DEP 100.00CR

TENDERED: 300.00 CHECK
APPLIED: 300.00-

CHANGE: 0.00

0006811

11-24

Office AU #

1210(8)

CASHIER'S CHECK



Remitter: BRETT W HAMNER
Operator I.D.: u473981

November 09, 2016

PAY TO THE ORDER OF ***CITY OF SEABROOK***

Three hundred dollars and no cents

***\$300.00**

Payee Address:
Memo:

WELLS FARGO BANK, N.A.
1600 HIGHWAY 146
SEABROOK, TX 77586
FOR INQUIRIES CALL (480) 394-3122

VOID IF OVER US \$ 300.00

Richard Perry
CONTROLLER



Control Center - Includad

WOWC Inc.
3217 Iola
Houston, TX 77017
(713) 649-9437 EIN: [REDACTED]

November 3, 2016

Rex L. Meador Park
2100 N. Meyer Rd.
Seabrook, TX 77586

Dear Madam/Sir;

The Way Out Women's Center's Board of Trustees wish to request the City of Seabrook Facilities and Parks Department, waive the fees associated with the park usage for the hours of 7:00am through 7:00pm on Sunday, November 20th, 2016.

A fundraiser for The Way Out Women's Center (herein WOWC) is being planned at the Rex L. Meador Park and Miramar park on the above mentioned date. Co-Host Brett Hamner and three other committee members are Seabrook residents as well as an anticipated 10 to 20 % of the fundraiser participants.

WOWC, Inc. is a 501c3 Non-Profit Organization EIN [REDACTED]

Fundraisers such as this help us sustain the ability to feed and house women who have a desire to start the process of changing their lives. The Way Out Women's Center is a facility that offers women a 10-day residential detoxification from alcohol. Client services are *fully* funded through the voluntary contributions of individuals and private organizations.

The location and infrastructure of these parks is very conducive to a successful fundraiser and we look forward to a positive response back to the use (hopefully free) of these parks

Please advise soonest as time is of the essence for advertising purposes

Very Truly Yours,


Deborah C. Newman
Financial Secretary/Treasurer
(832) 526-2762

Way Out Women's Center

Legend

-  Evelyn Meador Library
-  Feature 1
-  Park
-  Seabrook Intermediate School

Game Area
RESERVE- Auction and Eating Restroom (city lock)
Parking
Table for Dis
Parking Water
RESERVE- Food Area
Alt. Parking (County)



ACCIDENT WAIVER AND RELEASE OF LIABILITY FORM

I HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING IN ANY/ALL ACTIVITIES ASSOCIATED WITH THIS EVENT, including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible liability without fault.

I certify that I am physically fit, have sufficiently prepared or trained for participation in this activity, and have not been advised to not participate by a qualified medical professional. I certify that there are no health-related reasons or problems which preclude my participation in this activity.

I acknowledge that this Accident Waiver and Release of Liability Form will be used by the event holders, sponsors, and organizers of the activity in which I may participate, and that it will govern my actions and responsibilities at said activity.

In consideration of my application and permitting me to participate in this activity, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows:

(A) I WAIVE, RELEASE, AND DISCHARGE from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me including my traveling to and from this activity, THE FOLLOWING ENTITIES OR PERSONS: The Soil Ecology Society, (SES) and/or their directors, officers, employees, volunteers, representatives, and agents, and the activity holders, sponsors, and volunteers;

(B) INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE the entities or persons mentioned in this paragraph from any and all liabilities or claims made as a result of participation in this activity, whether caused by the negligence of release or otherwise.

I acknowledge that SES and their directors, officers, volunteers, representatives, and agents are NOT responsible for the errors, omissions, acts, or failures to act of any party or entity conducting a specific activity on their behalf.

I acknowledge that this activity may involve a test of a person's physical and mental limits and carries with it the potential for death, serious injury, and property loss. The risks include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of participants, equipment, vehicular traffic, lack of hydration, and actions of other people including, but not limited to, participants, volunteers, monitors, and/or producers of the activity. These risks are not only inherent to participants, but are also present for volunteers.

I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident, and/or illness during this activity.

I understand while participating in this activity, I may be photographed. I agree to allow my photo, video, or film likeness to be used for any legitimate purpose by the activity holders, producers, sponsors, organizers, and assigns.

The Accident Waiver and Release of Liability Form shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

I CERTIFY THAT I HAVE READ THIS DOCUMENT AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL.

Participant's Signature Date Participant's Name Age
(Please print legibly.)

Parent/Guardian Signature Date
(If under 18 years old, Parent or Guardian must also sign.)