



## CITY PARKS & FACILITY RESERVATIONS TERMS & CONDITIONS

1. APPLICANT UNDERSTANDS THEY MUST BE AT LEAST 21 YEARS OF AGE TO RESERVE A CITY RENTAL FACILITY.
2. Misrepresentation or erroneous information in this application constitutes grounds for denial of future application and use.
3. Cancellations may be determined by the City Manager or designee due to severe weather, natural causes, or governmental intervention.
4. **Cancellation requests by applicant must be submitted in writing 30 days prior to the event to qualify for all fees to be refunded. Cancellations submitted less than 30 days may result in a loss of the rental fees.**
5. Seabrook requires that the applicant has 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/nature of the function (see attached Security/Alcohol Agreement). The contract for security services is between the applicant and the individual peace officer(s), even when off duty police officers are engaged. If a city peace officer is assigned to an event 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 providing services. **The applicant must directly pay the assigned officers at the event.**
6. If alcohol is served at the event, the Security/Alcohol Agreement form must be posted in clear view during the event.
7. **Applicant assumes cleaning responsibilities if entering a city facility before noon.** Applicant is allowed in the facility only during hours on approved application.
8. Applicant may not store items at rental facility during times other than the approved times on application.
9. Seabrook is not responsible for any property left on the premises. All property of the applicant must be removed by the end of the lease period. Any property remaining on the facility premises is deemed abandoned by the applicant and may become the property of the City of Seabrook.
10. **Applicants are required to remove all food, decorations, supplies, personal items, etc. from the facility and grounds on the same day/evening of reservation and ensure all equipment has been returned/stacked and in good working order.** Failure to clean the building and grounds in accordance to [Resolution for Updated Regulations for City Park Rental Facilities](#), will result in loss of partial or full deposit.
11. Custodial services are optional, provided by contract at the rate stated on the application. Custodial services are restricted to returning tables and chairs to storage racks, cleaning counters, floors, restrooms and emptying the trash cans.
12. If applicant chooses to not opt for the Custodial Fee and the facility is not returned to ready to rent condition, the applicant's deposit will be applied to the Custodial Fee and will be charged additional fees if the deposit is not sufficient.
13. Applicant will bear all cost of any damages or cleanup; and for this purpose the City may retain part or all of the deposit, any excess will be paid to the applicant.



14. Deposits will be refunded after the property has been inspected by a city official and key/gate remote (if applicable) has been returned.
15. Applicant understands they must be in compliance with fire code safety restrictions specific to the city facility they are renting. All people over the maximum capacity determined by the Fire Marshall must remain outside.
16. COVID-19 guidelines, risks and impact are the responsibility of the applicant. Applicant and guests are required to follow State and local COVID-19 Executive Orders.
17. WAIVER OF LIABILITY:
  - a. Applicant understands the City of Seabrook is not responsible for the loss or damage to any equipment or supplies of the renter.
  - b. To the fullest extent permitted by law, APPLICANT, 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, 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 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.
18. Applicant has read the rules and regulations and understands the fee structure to which time they have chosen.
19. Applicant acknowledges applicable Ordinance/Resolution which can be found on the City of Seabrook website.
20. Applicant acknowledges items prohibited by City Ordinance or other laws, not limited to, fireworks, helicopters, and illegal possession of weapons.
21. Applicant understand that video drones are not allowed to fly over the City of Seabrook without first registering the drone with the city.

The City Ordinances and Resolutions referenced within this document can be found online at [www.seabrooktx.gov](http://www.seabrooktx.gov).

- [Resolution No. 2017-04 – “Updated Regulations for City Park Rental Facilities”](#)
- [City Ordinance Chapter 15, Article II, Division 2, Section 65-33 – “Use of City Park Facilities and Trails”](#)
- [City Ordinance Appendix B – “Master Fee Schedule”](#)