

**City of Live Oak Facility Rental Agreement  
PAVILIONS and GAZEBO**

Date of Rental: \_\_\_\_\_

Name: \_\_\_\_\_

Complete Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

**PAVILION Information & Pricing**

Please mark a selection below

**Round Pavilion**  
Available 9 AM to dusk, includes electricity

**Rectangular Pavilion**  
Available 9 AM to dusk, no electricity

**Monday to Thursday**

Resident \$40.00     Non-Resident \$60.00

**Friday to Sunday**

Resident \$60.00     Non-Resident \$100.00

\_\_\_\_\_ **NUMBER OF PEOPLE ATTENDING EVENT (Maximum attendance is 100)**

**GAZEBO Information & Pricing**

**Lakeside Gazebo**  
Available Saturday and Sunday ONLY, 11:00AM- 1:00PM, no electricity  
\$35.00

\_\_\_\_\_ **NUMBER OF PEOPLE ATTENDING EVENT (Maximum attendance is 15)**

\*\* Will alcohol be served or consumed?    YES     NO

If **YES**, PLEASE CALL LIVE OAK POLICE DEPARTMENT, AT 210-945-1705 TO SCHEDULE A PEACE OFFICER FOR SECURITY. THE EXPENSE OF THE PEACE OFFICER SHALL BE THE RESPONSIBILITY OF THE LESSEE.

## AGREEMENT

### PLEASE INITIAL EACH STATEMENT

**Lessee expressly covenants & agrees as follows:**

- \_\_\_\_ LESSEE will be financially liable for all damages to the premises that occur during the period of the lease.
- \_\_\_\_ The LESSEE without the prior written approval of the City of Live Oak shall undertake no alteration of any nature on the leased premises.
- \_\_\_\_ The City of Live Oak reserves the right to regulate the erection or posting of signs on the premises.
- \_\_\_\_ LESSEE shall not assign, sublet, mortgage, or pledge this lease, nor let the whole or any part of the premises described above.
- \_\_\_\_ LESSEE agrees to restore the premises to a degree of order and cleanliness acceptable to the City of Live Oak.
- \_\_\_\_ LESSEE agrees that his/her occupancy shall be conducted in such a manner as to not create any nuisance nor interfere with, annoy or disturb neighbors.
- \_\_\_\_ LESSEE will be present at all times during the period of this lease and will have a copy of the FACILITY RENTAL AGREEMENT at all times during the period of lease. In addition, will acknowledge City of Live Oak authority to remove from the premises those in attendance if herein named LESSEE is not present.
- \_\_\_\_ LESSEE agrees and understands that the City Manager is the final authority on matters pertaining to the lease and that his/her decision is final and binding.
- \_\_\_\_ No inflatables or bounce houses are allowed at any City venue.
- \_\_\_\_ LESSEE acknowledges that GLASS CONTAINERS ARE PROHIBITED IN THE CITY PARK, and furthermore agrees to dispose of all trash and garbage restoring the site to its original, clean condition.
- \_\_\_\_ LESSEE acknowledges that the MAXIMUM NUMBER OF ATTENDANCE FOR PAVILION RENTALS IS 100 PEOPLE and MAXIMUM NUMBER OF ATTENDANCE FOR GAZEBO RENTALS IS 15 PEOPLE, and furthermore agrees to dispose of all trash and garbage restoring site to original condition.

\_\_\_\_ **\*ALL RENTAL AREAS:** LESSEE Agrees that all gatherings held in ANY/ALL RENTAL AREAS there shall be one (1) certified peace officer to monitor such activities until the termination of the function licensed hereunder where there are a minimum of thirty-five (35) through ninety-nine (99) persons unless no alcoholic beverages are otherwise served and/or consumed. **\*\* FINAL DETERMINATION WILL BE AT THE DISCRETION OF THE CHIEF OF POLICE OR HIS DESIGNATED REPRESENTATIVE \*\***

\_\_\_\_ **\*City Park & Pool Area:** LESSEE agrees that it shall be unlawful for any person to carry onto or to possess within the CITY OF LIVE OAK PARK any glass containers. Any person violating this section provision shall, upon conviction, be punished by fine of not less than one dollar (\$1.00) or not more than two hundred dollars (\$200).

\_\_\_\_ **\*City Park:** LESSEE recognizes and agrees that alcoholic beverages may neither be possessed nor consumed in the municipal parks before **12:00 noon on Sundays**. No alcoholic beverages shall be sold at any functions licensed under this article without the applicant first obtaining a permit for such sales from the Texas Alcoholic Beverage Commission (TABC).

\_\_\_\_ **\*City Park:** LESSEE further agrees and represents that the serving of alcoholic beverages will be under LESSEE'S supervision and will not be served or consumed on the premises by any minor or person that appears to be intoxicated. LESSEE shall indemnify and hold the City harmless for any claim of action resulting from the use of alcoholic beverages.

\_\_\_\_ **\*\*\*LESSEE** agrees that the premises are suitable for his use and that any injury sustained by LESSEE or his guests occupying the premises shall not be reason or ground for any claim of action against the **CITY OF LIVE OAK**. LESSEE agrees to release and forever discharge the CITY OF LIVE OAK from any and all such claims or losses. LESSEE further agrees to save and hold completely harmless the City of Live Oak, any agents, employees, officers from and against all claims, liens, damages and injuries that may occur based upon or rising out of, resulting from, or related to the use of the City of Live Oak Pavilion or Gazebo by LESSEE.

**\*\*FOR ANY VIOLATION THE POLICE WILL BE CALLED FOR ASSISTANCE AND/OR INVESTIGATION. IF A PROBLEM ARISES DURING RENTAL, PLEASE CALL POLICE DISPATCH AT 210-653-0033\*\***

**RESERVATION & CANCELLATION POLICY**

Reservations will not be valid until payment of fees and deposits have been received and posted by the City of Live Oak.  
Reservations are on a first come, first serve basis.

**ON THE DAY OF THE EVENT, PLEASE HAVE YOUR CONTRACT WITH YOU.**

If someone else is occupying the venue, please contact dispatch at 210-653-0033 and they will send an officer to assist you.

**LESSEE MAY CANCEL OR RE-BOOK THIS LEASE AT ANY TIME PRIOR TO 3 DAYS BEFORE DATE OF RENTAL AND WILL BE SUBJECT TO A FORFEITURE OF 1/2 THE RENTAL CHARGE.** CANCELLATIONS OR RE-BOOKINGS OCCURING LESS THAN 3 DAYS BEFORE THE RENTAL DATE **WILL FORFEIT THE ENTIRE RENTAL CHARGE.** IN THE CASE OF INCLEMENT WEATHER, A CITY REPRESENTATIVE WILL BE THE FINAL DECISION REGARDING A REFUND.

**BY SIGNING THIS CONTRACT, I AGREE TO THE TERMS AND CONDITIONS OF THIS DOCUMENT.**

LESSEE SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

CITY REPRESENTATIVE SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

## **PAVILION FAQ's AND HELPFUL INFORMATION**

- 1. How much parking is available for my event?** Each pavilion has a parking lot in close proximity. It should be noted however that the park is generally busy, especially on weekends and holidays. During youth sporting events (fall and spring) the parking will be especially limited, and the lots may be completely full. Please be mindful of all traffic laws, and courteous to the residents that live alongside the park.
- 2. What are the rules regarding balloons, piñatas, confetti eggs, streamers and other decorations?** The city allows decorations to be displayed at both pavilions, however please try to remove them completely when the rental period is over. We kindly ask that every effort is made to pick up pieces of confetti eggs, balloons and piñatas.
- 3. May we bring additional chairs, tables and pop up canopies?** Yes, you may bring additional seating and portable shade structures. Please remember, nothing can be driven into the ground.
- 4. Are BBQ pits available and how close are they to the pavilions?** Yes, there are multiple BBQ pits located in the park. Each pavilion has at least one pit that is located directly next to it, for pavilion use. Other BBQ pits in the park are on a first come, first serve basis.
- 5. Can I bring a stereo, snow cone machine, dunk tank etc. to the park?** DJ's are not allowed at the park, however small stereos at a reasonable volume are permitted. Snow cone machines are allowed, but dunk tanks, bounce houses and similar carnival games/attractions are prohibited.
- 6. Can my group play a game of softball or football on the fields?** The city ball fields are under contract with youth sports organizations. These groups have the priority for use of fields. If the fields are vacant, they are on a first come, first serve basis.
- 7. What is the maximum number of people I can have at my rental?** Pavilion rentals (rectangular and round) are limited to 100 people. Gazebo rentals are limited to 15 people.

\*The pavilions are located in the city park, which is open to the public. Every effort is made to ensure the pavilions cleaned prior to your arrival, however, the city cannot be responsible for potential misuse by public park patrons.

**\*\*If you have additional questions regarding the pavilions, please contact Courtney Weese, Recreation Coordinator at 210-653-9140 ext. 2235. For questions concerning reservations or the contract, please contact the city receptionist at 210-653-9140 ext. 2200.**