

Instructions

- Submit complete application at least 14 days prior to event. Approval may take up to 7 days depending on event.
- All fees are due when application is approved.

A. GENERAL INFORMATION:

1. Facility Request Application and other required documents for facility rentals must be filed at time of application. Fees will be due upon approval of application. All fees, including security deposit, can be paid by check, credit card, or cash.
2. Approved Facility Request Application forms may not be transferred, assigned, or sublet.
3. The applicant must be the individual in charge of the event and must be in attendance throughout the duration of the event. In addition, the applicant must verify all conditions are met and acceptable on the Facility Request Application form at the end of the event, including cleanup.
4. All facility reservations must be made a minimum of 14 days and a maximum of six (6) months in advance of event with payment, and will be reserved on a first-come, first-served basis.
5. All motor vehicles must be parked in designated parking areas. Only vehicles with handicapped parking permits may park in handicapped parking spaces. Violators will be cited and/or towed at the owner's expense.
6. Ongoing reservations are on an "as available" basis and limited to a three (3) month period.
7. Groups of minors shall be supervised minimally by one adult for every 25 minors at all times.
8. Reservations will not be accepted for the following City observed holidays. New Year's Day, Martin Luther King Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving, Day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve.
9. Allocation of Das Rec facilities will be the sole responsibility of the Parks and Recreation Department.
10. In the case that two or more parties request the same date/time and location, priority will be given in the order as noted below. In the event of a tie, City staff will attempt to facilitate equitable distribution of the request among the requesting parties. In the event this cannot be accomplished, City staff will split the available space proportionately among the requesting parties. A) Group #1 – City Sponsored or co-sponsored organizations, activities, and/or events, B) Group #2 – All agencies with reciprocal agreements with the City, C) Group #3 – Non-Profit Organizations (75% of members must be City of New Braunfels Residents)*,** D) Group #4 – City of New Braunfels Residents (Private function), E) Group #5 - Commercial/For-Profit Organizations (75% of members must be City of New Braunfels Residents)* F) Group #6 – Non-Profit Organizations (Non-Residents) G) Group #7 – Non-Residents (Private function) or Non-Resident Commercial/For Profit organizations* * Applies to City developed properties only ** Proof of Non-Profit status – 501c3 required
11. A Facility Request Application may be issued to applicant's 18 years of age or older.
12. Denial of "Agreement for Use" may be made by the Department on the basis of the following reasons: a) The facility is incapable of accommodating the proposed activity for the number of people involved. b) The applicant has failed to comply with all the conditions required for the event, or with the facility usage policies, procedures, and/or regulations. c) The nature of the activity may endanger the participants, facility, equipment, or staff. d) Or based on any substantive reason(s), as deemed by the City.
13. All groups and individuals using City facilities must comply with City, County, State, and Federal laws. Failure to abide by these laws or established Parks and Recreation Department policies, regulations, and use procedures shall result in the loss of an "Agreement for Use" and forfeiture of all fees and deposits.

14. Maximum occupancy for event is stated on the agreement and must be adhered to at all times. Exceeding occupancy limits can result in termination of issued permit and or security deposit.
15. Changes, alterations, or defacement of property to the facility, its furnishings, or equipment will not be permitted. Any person or group causing damage to property or equipment will be required to pay for current cost of repair, including labor, or replacement to restore furnishings or equipment to its original condition. Until full payment for damage is received, the City shall have the right to deny future applications without any stated cause.
16. For events open to the public that offer food or items for sale, a current Sellers Permit and/or Health Permit is required. Proof of permit(s) are required two (2) weeks prior to the event.
17. Advertising materials, flyers, or other promotional material is prohibited unless prior approval is given from the Parks and Recreation Department.
18. Storage of property is not permitted.
19. Smoking or tobacco use is prohibited at all City locations.
20. For entire facility rentals, lock-in accommodations will only be permitted at the City's discretion.
21. Animals are not permitted in the facility except for those that are used in aiding a person with a disability.
22. Possession of firearms and/or weapons is strictly prohibited.

B. FEES/DEPOSITS/CHANGES/CANCELLATIONS/REFUNDS:

1. Fees and security deposits will be assessed for all events and/or rentals as set forth by the City Council in the current City of New Braunfels Schedule of Fees and Charges.
2. A security deposit and fees are required for all events and/or rentals and must be paid prior to the rental. The deposit is refundable only after the event is complete, and no outstanding fees are due, or repairs are required.
3. Incomplete or inaccurate information provided by the applicant on the contract may result in cancellation of the event and forfeiture of all fees, including security deposit.
4. Cancellation of an "Agreement for Use" must be received in writing. Cancellation fees are assessed as follows:
 - a) If cancellation is received 14 days or more prior to event date, a full refund will be issued, minus a \$7.00 processing fee.
 - b) Cancellations made 7 days or less prior to event date will receive a 50% refund, minus a \$7.00 processing fee.
 - c) Cancellations made the day of an event will forfeit all rental fees.
 - d) Rentals can be transferred to another date, if available, for no additional fee.
5. Forfeiture of all fees including security deposit, will result if any of the following occurs:
 - a) Facility damage beyond normal use.
 - b) Excessive maintenance is required following use.
 - c) Any act by the applicant and/or applicant's group requiring police action.
 - d) Cancellation of an event in progress due to violation of City policies, rules, or regulations governing such usage.
 - e) Deviation from the parameters listed in the issued permit.
6. The City reserves the right to cancel or suspend at any time a FACILITY PERMIT for emergency situations or when deemed necessary for the safety and best interest of the customers, the City of New Braunfels, and all concerned.

C. INSURANCE / LIABILITY: (FOR EVENTS OPEN TO THE PUBLIC)

1. Applicants are required to have purchased Insurance Certificates and endorsements from a private insurance agent, and must list the City of New Braunfels, its officers, employees, and volunteers as additionally insured. Policy limits shall be a minimum of \$1,000,000 combined single limits unless otherwise required by the City. Certificate Holder address must read as follows; City of New Braunfels, 550 Landa St, Attn: Das Rec, New Braunfels, TX 78130. Certificate of Insurance is due two (2) weeks prior to the event.
2. All individuals, groups, and organizations shall agree to hold the City of New Braunfels, its elective and appointed boards, commissions, officers, agents, employees, and volunteers harmless from any liability for damages and claims for personal injury including death, as well as from claims for property damage which might arise from the use of City facilities and/or furnishings.
3. The City is not liable for lost or stolen items or for any items delivered before or left after an event.

D. ROOM SETUP / CLEANUP:

1. All setup and cleanup is the responsibility of the applicant. Applicant must return facility to its original condition, including cleaning up, removing all decorations, and properly disposing of all trash into trash receptacle.
2. Setup and cleanup time must be included in the rental time.
3. Furniture specified and designated for specific rooms and/or facilities may not be removed and relocated to another room or facility.
4. Moving, rearranging, altering, or removing any City equipment is strictly prohibited.
5. Facility user's property, supplies, trash, and equipment must be removed from the Facility within one hour following activity.

E. FOOD SERVICE / CATERERS / USE OF KITCHEN: (FOR EVENTS OPEN TO THE PUBLIC)

1. The applicant's caterer must provide proof of their current Business License, and a Health Permit as required by the City two weeks prior to scheduled event.

F. DECORATIONS:

1. No decorations and/or objects are to be suspended, attached, or affixed to ceilings, walls, window blinds, room dividers, or doors. No tacks, pins, or staples are to be used on facility property or furnishings.
2. Helium balloons must be secured and not released.
3. Open flames of any kind are prohibited, (i.e., candles, barbecues, fireworks, etc).
4. The use of fog/smoke machines, bubbles, rice, confetti, birdseed, or other granular substances is also strictly prohibited.
5. All decorations must be removed from the facility within one hour following the activity. Applicant is responsible for any damage resulting in use or removal of decorations.

G. BANDS:

1. Bands and Disc Jockeys may require approval by the Director of Parks and Recreation.
2. Bands, Disc Jockeys, and/or renter must provide equipment, extension cords (secured with duct tape), etc.

H. ELECTRICITY:

1. Renters must supply any needed electrical cords. Electrical cords must be of high quality and free of defects.
2. All exposed cords must be covered with a mat.

I. ANIMALS:

1. Animals are not permitted in any indoor amenity or swimming pool. This does not apply to guide dogs for the visually impaired or disabled persons.

J. WAIVERS AND GUARANTEES:

I hereby certify that I have read and will abide by all rules and regulations of the City of New Braunfels. As a duly authorized representative of the sponsoring organization or individual, and on behalf of sponsoring organization or individual, I agree to defend and to hold harmless the City of New Braunfels, together with its officers and employees against any and all liability or claim thereof, for any injury, death, or property damage allegedly suffered by any person including sponsoring organization or individual, its agents or employees, due to or caused by, or arising out of the acts or omissions of sponsoring organization or individual, its agents or employees, or the negligent acts or omissions of the City of New Braunfels, its officers or employees, and occurring during and as a result of the exercise of the privileges, and the permission hereby being granted for the use of City Facilities and applicable equipment to sponsoring organization or individual, its agents and employees. I hereby give permission to the City of New Braunfels Parks, Recreation, and Community Services Department to use me, or my guests photographs as they see fit in their seasonal recreational brochure. I understand the photograph belongs to the City of New Braunfels, and I/we will not receive payment of any kind. I understand that any violations of the alcohol policy nullify this agreement. I have read and understood the above rules and regulations and agree that my group and I will comply with the aforementioned conditions.

Initials

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| A. I have read and acknowledge Section A pertaining to general information | _____ |
| B. I have read and acknowledge Section B pertaining to fees/deposits/cancellations/refunds | _____ |
| C. I have read and acknowledge Section C pertaining to insurance/liability | _____ |
| D. I have read and acknowledge Section D pertaining to room Setup/Cleanup | _____ |
| E. I have read and acknowledge Section E pertaining to food service/caterers/use of kitchen | _____ |
| F. I have read and acknowledge Section F pertaining to decorations | _____ |
| G. I have read and acknowledge Section G pertaining to bands | _____ |
| H. I have read and acknowledge Section H pertaining to electricity | _____ |
| I. I have read and acknowledged the section J pertaining to waivers and guarantees | _____ |

Applicant Signature

Date