City of Bayou Vista Park and Pavilion

RENTAL REGULATIONS

1. The Park and Pavilion will be available for Reservations and Rentals for two days a month only
2. On the days rented, the Park and Pavilion will be available for the morning (8:00 – 12:00), the afternoon (1:00 – 5:00), or the entire day (8:00 – 5:00). No reservations will be permitted during the evenings after 5:00 PM.
3. All other days are available on a first come, first served basis
4. No glass containers will be permitted in the Park and Pavilion
5. No rice, birdseed, paper stringers, confetti, or other material that would cause litter may be thrown on the premises
6. Clean up must be done prior to leaving the premises and in accordance with the Cleaning Checklist below
7. All City ordinances, including noise, will apply
8. All pets must be leashed
9. Only City Sanctioned events will be allowed during the Joe Mims Summer Festival
10. The "City of Bayou Vista Park and Pavilion Rental Application" and the "City of Bayou Vista Park and Pavilion Rental Hold Harmless Agreement" must be signed and on file with the City for there to be a valid rental
11. The City of Bayou Vista must have received the Payment and Security Deposit at least one week in advance of the Reservation date (see schedule below)

Cleaning Checklist for the Park and Pavilion

1. Sweep the surface under the pavilion
2. Clean off the tables under the pavilion
3. Remove all food and trash from the Park and Pavilion

- Note: Cleaning supplies will not be provided by the City of Bayou Vista

---

Pricing Schedule:

Renter	Fees	Deposit
*Bayou Vista Club	Morning OR Afternoon – Free Full Day - Free	$200
Bayou Vista Resident	Morning OR Afternoon – $50 Full Day - $75	$200
Non-Bayou Vista Club or Resident	Morning OR Afternoon – $150 Full Day - $250	$400

*Bayou Vista Clubs can reserve the Park and Pavilion at not cost provided they provide funds or services to the benefit of the Bayou Vista community. This is at the discretion of the Mayor of Bayou Vista. Otherwise, fees will be reflective of the fess charged to a Bayou Vista resident

City of Bayou Vista Park and Pavilion
Rental Application

THIS RENTAL AGREEMENT is made and entered by and between the **City of Bayou Vista**, as Lessor and, Lessee:

_____
Name (Lessee)

_____
Address **City** **Zip**

_____ _____
Home/Cell Number **Work Number**

A. Lessor leases to Lessee the Park and Pavilion for use on _____day of _____, _____ from _____a.m./p.m. to _____a.m./p.m., **(not to exceed 9 hours)** with _____guests for the rental sum and damage deposit as determined.

B. Lessee's use of the facilities shall be for _____
(Type of Function)

1. The Lessee agrees that the premises shall be used only as stated above and shall not be used for the conduct of any offensive, noisy or dangerous activity or shall not be used for any activity constituting a public nuisance.
2. THE LESSEE AGREES TO PROTECT, SAVE AND HOLD THE CITY OF BAYOU VISTA AND ALL AGENTS AND EMPLOYEES THEREOF (HEREINAFTER COLLECTIVELY CALLED INDEMNITIES) FOREVER HARMLESS FOR ANY DAMAGES OR CHARGES IMPOSED FOR VIOLATIONS OF ANY LAW OR ORDINANCE, WHETHER OCCASIONED BY THE NEGLIGENCE OF THE LESSEE SHALL, AT ALL TIMES, PROTECT, INDEMNIFY, SAVE AND HOLD HARMLESS THE INDEMNITIES AGAINST AND FROM ANY AND ALL LOSSES, COSTS, DAMAGES, LIABILITY OF EXPENSES (INCLUDING ATTORNEY'S FEES) ARISING FROM OR OUT OF OR BY REASON OF ANY ACCIDENT OR BODILY INJURY OR OTHER OCCURRENCES TO ANY PERSON OR PERSON, INCLUDING THE LESSEE, ITS AGENT, EMPLOYEES OR GUESTS, WHICH ARISE FROM OR OUT OF BY REASON OF SAID LESSEE'S OCCUPANCY AND USE OF THE LEASED PREMISES OR ANY PART THEREOF.
3. THE LESSEE SHALL BE FULLY RESPONSIBLE TO PAY FOR ANY AND ALL DAMAGES TO PROPERTY OWNED BY THE CITY OF BAYOU VISTA AND ITS AGENTS, WHICH RESULTS FROM ANY ACT OR OMISSION OF THE LESSEES. LESSEE AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY OF BAYOU VISTA, ITS AGENTS, EMPLOYEES, SUBSIDIARIES, AND AFFILIATES FROM ANY DAMAGES OR CHARGES RESULTING FROM LESSEE'S USE OF THE LEASED PROPERTY. LESSEE'S LIABILITY SHALL INCLUDE ALL LOSSES, COSTS, DAMAGES, OR EXPENSES ARISING FROM OR OUT OF OR BY REASON OF ANY ACCIDENT OR BODILY INJURY OR OTHER OCCURRENCES TO ANY PERSON OR PERSONS, INCLUDING THE LESSEE, ITS AGENTS, EMPLOYEES AND GUESTS, WHICH ARISE FROM OR OUT OF THE LESSEE'S OCCUPANCY AND USE OF THE LEASED PREMISES OR ANY PART THEREOF.
4. The City reserves the right to deny future rental of facilities to any lessee who disregards the rental regulations. (See back of application for rental regulations)
5. No alcoholic beverages shall be consumed by any person under the age of 21.
    a. Any person becoming inebriated may be arrested for public intoxication
    b. It shall be the responsibility of the Lessee to ensure that none of the guests in control of a vehicle leaves the premises if that person or guest is impaired by alcohol.
6. It is the responsibility of the Lessee to provide security by a **Bayou Vista Police Officer** (only) when alcohol is served, and 50 or more guests are expected to be in attendance. Please contact BVPD at 409-935-0449.
7. Lessee agrees to leave the premises in a reasonably clean and neat condition following use by Lessee as described in rental rules attached. Should Lessee fail to leave the premises in good condition, it is understood that the clean-up deposit will be forfeited.
8. Lessee agrees that the cancellation less than 30 days of scheduled rental date will cause forfeiture of the deposit.

Executed this _____ day of _____, _____.

_____ _____
Lessee's Signature Clerk's Signature

_____
Print Signature

City of Bayou Vista Park and Pavilion
Rental Hold Harmless Agreement

Lessees Contract

THE LESSEE AGREES TO PROTECT, SAVE AND HOLD THE CITY OF BAYOU VISTA AND ALL AGENTS AND EMPLOYEES THEREOF (HEREINAFTER COLLECTIVELY CALLED INDEMNITIES) FOREVER HARMLESS FOR ANY DAMAGES OR CHARGES IMPOSED FOR VIOLATIONS OF ANY LAW OR ORDINANCE, WHETHER OCCASIONED BY THE NEGLIGENCE OF THE LESSEE SHALL, AT ALL TIMES, PROTECT, INDEMNIFY, SAVE AND HOLD HARMLESS THE INDEMNITIES AGAINST AND FROM ANY AND ALL LOSSES, COSTS, DAMAGES, LIABILITY OF EXPENSES (INCLUDING ATTORNEY'S FEES) ARISING FROM OR OUT OF OR BY REASON OF ANY ACCIDENT OR BODILY INJURY OR OTHER OCCURRENCES TO ANY PERSON OR PERSONS, INCLUDING THE LESSEE, ITS AGENT, EMPLOYEES OR GUESTS, WHICH ARISE FROM OR OUT OF BY REASON OF SAID LESSEE'S OCCUPANCY AND USE OF THE LEASED PREMISES OR ANY PART THEREOF.

Liability

THE LESSEE SHALL BE FULLY RESPONSIBLE TO PAY FOR ANY AND ALL DAMAGES TO PROPERTY OWNED BY THE CITY OF BAYOU VISTA AND ITS AGENTS, WHICH RESULTS FROM ANY ACT OR OMISSION OF THE LESSEES. LESSEE AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY OF BAYOU VISTA, ITS AGENTS, EMPLOYEES, SUBSIDIARIES, AND AFFILIATES FROM ANY DAMAGES OR CHARGES RESULTING FROM LESSEE'S USE OF THE PROPERTY. LESSEE'S LIABILITY SHALL INCLUDE ALL LOSSES, COSTS, DAMAGES, OR EXPENSES ARISING FORM OR OUT OF OR BY REASON OF ANY ACCIDENT OR BODILY INJURY OR OTHER OCCURRENCES TO ANY PERSON OR PERSONS, INCLUDING THE LESSEE, ITS AGENTS, EMPLOYEES AND GUESTS WHICH ARISE FROM OUR OUT OF THE LESSEE'S OCCUPANCY AND USE OF THE LEASED PREMISES OR ANY PART THEREOF.

Name (Please Print/Type): _____

Signature: _____

Date: _____

Date of Event: _____