



CITY OF LUCAS FACILITY USE AGREEMENT

Contact Information:

Name:			
Mailing Address:			
Email:			
Cell Phone:			
Event:			
Team Name:		Age Group:	

Reservation Requested:

Date of Use:	<input style="width: 90%;" type="text"/>	Time Requested From:	<input style="width: 90%;" type="text"/>	To:	<input style="width: 90%;" type="text"/>
Date of Use:	<input style="width: 90%;" type="text"/>	Time Requested From:	<input style="width: 90%;" type="text"/>	To:	<input style="width: 90%;" type="text"/>

Facilities Requested:

Kenneth R. Lewis Park

- Pavilion
- Concession Area Key # _____
- Field A (Soccer ~ Under 8)
- Field B (Softball/Baseball)
- Field C (Football)
- Field D (Soccer)

Community Park (Next to City Hall)

- Pavilion
- Community Center Key # _____

Capacity (main room – 80)
Please list the number of tables and chairs needed:

Tables: _____

Chairs: _____

Fees:

Facilities	Rates: Residents	Rates: Non-Residents	Hours Needed	Total Fee
Pavilion	\$25/4 hours ~ \$50 all day	\$25/hour		
Fields A, B, C, or D	\$0	\$25/hour		
Community Center	\$0	Lucas Residents Only		
TOTAL DUE:				

For Office Use Only:

Date Approved: _____ Payment Received: _\$ _____ Initials: _____

The City reserves the right to refuse the use of park facilities. If your rental is cancelled due to weather, you must reschedule your rental on a date that falls within 30 days of your original rental date. For more information please contact Donna Bradshaw @ 972-912-1206, or dbradshaw@lucastexas.us.

Terms and Conditions of Facility Use

1. Upon City’s approval of this Agreement and User’s payment of all deposits and fees, the City hereby grants User a temporary and non-exclusive license to use the Facilities requested, for the time requested, upon the terms and conditions set forth herein. The City may terminate this Agreement at any time.
2. Facilities are provided “AS IS” with all defaults and conditions. User shall not mark, deface, damage or injure any part of the Facilities. At the conclusion of use, User shall return the Facilities in as good condition and repair as they were in prior to commencement of use. User shall get prior written approval before placing any temporary structures in the Facilities. In the event that Licensee fails to remove all debris, including any temporary structures erected, and repair any damage to any portion of Facilities destroyed or damaged in connection with the User’s use of the Facilities, and restore the property to the same condition as of the Commencement Date, the City shall be entitled to conduct such repairs and restoration, and Licensee shall be responsible for the costs thereof which shall be due upon demand.
3. User and User’s invitees shall abide by all ordinances, rules and regulations regarding the Facilities at all times. A copy of the City Park’s Ordinance is attached as Exhibit “A” to this Agreement.
4. **THE CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE USER’S USE OF THE FACILITIES PURSUANT TO THIS AGREEMENT. USER HEREBY WAIVES ALL CLAIMS AGAINST THE CITY OF LUCAS, TEXAS, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS “THE CITY”) FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE CITY OR BREACH OF CITY’S OBLIGATIONS HEREUNDER. USER SHALL INDEMNIFY, DEFEND, PROTECT AND KEEP CITY, AND ITS OFFICERS, AGENTS, AND EMPLOYEES, HARMLESS AND INDEMNIFIED AGAINST AND FROM ANY PENALTY, OR ANY DAMAGE, OR CHARGE, IMPOSED FOR ANY VIOLATION OF ANY LAW, ORDINANCE, RULE OR REGULATION ARISING OUT OF THE USER’S USE OF THE FACILITIES, WHETHER OCCASIONED BY THE NEGLIGENCE OF USER, ITS EMPLOYEES, OFFICERS, PARTNERS, SHAREHOLDERS, AGENTS, CONTRACTORS, INVITEES, OR GUESTS. USER SHALL AT ALL TIMES DEFEND, PROTECT AND INDEMNIFY, AND THE USER SHALL HOLD CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES HARMLESS AGAINST AND FROM ANY AND ALL LOSS, COST, DAMAGE, OR EXPENSE, INCLUDING ATTORNEY’S FEES, ARISING OUT OF OR FROM ANY ACCIDENT OR OTHER OCCURRENCE CAUSING PERSONAL INJURY, DEATH OR PROPERTY DAMAGE RESULTING FROM USE OF THE FACILITIES BY USER, ITS AGENTS, EMPLOYEES, PARTNERS, SHAREHOLDERS, AGENTS, CONTRACTORS, INVITEES, OR GUESTS, EXCEPT WHEN CAUSED BY THE WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF CITY, ITS OFFICERS, EMPLOYEES AND/OR AGENTS, AND ONLY THEN TO THE EXTENT OF THE PROPORTION OF ANY FAULT DETERMINED AGAINST CITY FOR ITS WILLFUL MISCONDUCT OR GROSS NEGLIGENCE. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

BY SIGNING BELOW, I AGREE TO THE TERMS AND CONDITIONS CONTAINED HERIN.

SIGNATURE OF USER: _____ **DATE:** _____

**EXHIBIT “A”
Park Rules**

§ 1.09.062 **Conduct prohibited in parks.**

As used in this division, “city park” or “park facility” shall mean any area in the city owned or used by the city, or by the city jointly with any other governmental or private entity, devoted to active or passive recreation, and includes but is not limited to athletic fields, recreation areas, community center property, and those areas designated as city parks. The following acts, omissions or conduct are prohibited within the limits of all city parks and no person, firm or corporation shall engage in, commit, cause, or suffer the following acts, omissions or conduct:

- (1) To enter or remain in any park facility between the hours of 11:00 p.m. and 5:00 a.m. unless different hours for the park facility have been designated. All soft surface trails shall be closed from dusk until dawn where on-site signage is posted, unless different hours have been posted;
- (2) To allow any pet or animal to run at-large or fail to keep a pet or animal restrained by a leash, chain or cord not more than six (6) feet long;
- (3) To dump or litter any park. All persons shall use receptacles provided for the deposit of refuse;
- (4) To tie or restrain an animal by attaching its leash to fencing, trees, benches, bleachers, pole or other park facility infrastructure;
- (5) To operate a motor vehicle within any city park in any area not designated as a roadway for vehicular traffic (for the purposes of this subsection, “motorized vehicle” means any vehicle or conveyance which is self-propelled) which would exclude electronic wheelchairs or electric scooters for the disabled;
- (6) To use or ride on a skateboard within a city park;
- (7) To possess, use, discharge or employ any fireworks, firearm, BB gun, air gun, bow and arrow, or slingshot is prohibited with the exception of licensed holders who are authorized to carry firearms in accordance with state law;
- (8) To possess or consume any alcoholic beverage; provided, however, it shall be a defense if the person:
 - (A) Was in possession of and/or consumed the alcoholic beverage while in attendance at an event held in the park for which the city has issued a permit or otherwise provided written consent for the sale and/or service of alcoholic beverages in association with the event; and
 - (B) Obtained the alcoholic beverage from the person or entity that was authorized by the city to sell or serve alcoholic beverages.
- (9) To erect, post, distribute, or place any advertising material, sign, circular, or handbill without the prior permission of the city;
- (10)
 - (A) To practice, conduct, or carry on any commercial activity, trade or business activity unless said commercial activity has been approved through a facility use agreement issued by the city manager or designee.
 - (B) In approving a facility use agreement for a commercial activity, the city manager or designee shall consider whether such activity is classified as a recreational activity that enhances the overall well-being of participants and includes but is not limited to the provision of physical fitness classes, athletic sports activities and services that promote healthy lifestyles. It does not include the sale of products and/or goods. While this activity may serve nonresidents, the provider must

make the provision of recreational programming to city residents a priority. The number of city residents served may be taken into consideration on future applications for use of park facilities.

(C) City residents only may reserve the city park facilities for commercial residential activity daily from 5:00 a.m. through 8:00 a.m. and from 7:00 p.m. through 9:00 p.m. The community center is not available for use for commercial residential activity and may only be reserved by city residents.

(D) A city facility use agreement must be completed and submitted to the city manager for consideration along with the required fee as shown in the fee schedule set forth in appendix C. The applicant must provide documentation demonstrating the vendor's liability insurance coverage in the amount of \$1,000,000.00 and must name the city as an additional insured on the certificate of insurance. The applicant shall be responsible for any damage to the park facilities.

(E) The applicant may reserve the park facility up to two months in advance of the event and must reapply for any subsequent use. If any park facility is left in a condition that is unacceptable to the city, the city reserves the right to not allow the vendor to use any of its facilities in the future.

(11) To cause, create or maintain any nuisance or engage in any conduct or activity that unreasonably disturbs persons of ordinary sensibilities;

(12) To use any type of sound amplification devices which include but are not limited to loudspeakers, amplifiers or microphones without the written permission of the city;

(13) To ascend, descend, operate, or launch any aircraft, including but not limited to hot air balloons, airplanes, paraplanes, ultralight aircrafts, helicopters, drones, remote/radio controlled devices and gliders;

(14) To hit golf balls of any type in a park facility;

(15) To camp overnight in or upon any park facility;

(16) To enter onto a reserved facility or area, or a location where scheduled activities are occurring, during the period that the area or facility is reserved or during the scheduled activity and remain or return there after the person has been given notice to leave. Reserved facilities and areas, and scheduled activities, include but are not limited to: athletic fields and pavilions;

(17) To make or kindle a fire except in public stoves, grills, fire pits, or designated areas provided for that purpose. Fires shall not be left unattended and must be extinguished prior to departure. The city manager may prohibit all fires in public parks during those periods that he, in his sole discretion, determines that extreme dry weather, high winds or other conditions endanger public health and safety;

(18) To use or consume any tobacco products within a park facility;

(19) To destroy, damage, deface or remove shrubbery, trees, soil, grass, turf or other vegetation, rock, minerals or any other personal or real property.

(Ordinance 2014-12-00803 adopted 12/4/14; Ordinance 2015-03-00812 adopted 4/16/15; Ordinance 2016-05-00838 adopted 5/19/16; Ordinance 2019-12-00901 adopted 12/5/19; Ordinance 2023-02-00969 adopted 2/16/2023)