



CITY OF LUCAS FACILITY USE AGREEMENT

Contact Information:

Name:	
Mailing Address:	
Email:	
Cell Phone:	
Event:	

Reservation Requested:

Date of Use: Time Requested From: To:

Date of Use: Time Requested From: To:

Facilities Requested:

Kenneth R. Lewis Park

- Pavilion **Key #** _____
- Field A (Soccer U8)
- Field B (Softball/Baseball)
- Field C (Football)
- Field D (Soccer)

Community Park (Next to City Hall)

- Pavilion
- Community Center **Key #** _____
- Capacity (main room – 80) (conf. room – 12)**
- Tables _____ (max. 6)
- Chairs _____ (max. 40, Thursday~max. 20)
- Poly Carts

Fees:

Facilities	Rates: Residents	Rates: Non-Residents	Hours Needed	Deposit	Total Fee & Deposit
Pavilion	\$0	\$25/hour		\$50	
Fields A, B, C, or D	\$0	\$25/hour		\$0	
Community Center	\$0	Lucas Residents Only		\$100	
TOTAL DUE:					

For Office Use Only:

Date Approved: _____ Payment Received: _____ Initials: _____ Date Deposit Refunded: _____ Initials: _____ Key Returned: _____

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

By **Sec. 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 in 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;
- (8) To sell, possess or consume any alcoholic beverage;
- (9) To erect, post, distribute, or place any advertising material, sign, circular, or handbill without the prior permission of the city;
- (10) To practice, conduct, or carry on any commercial activity, trade or business activity unless said commercial activity provides recreational activities that serve Lucas residents.
 - Commercial activity that would be 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 non-residents, the provider must make the provision of recreational programming to Lucas residents a priority. The number of Lucas residents served may be taken into consideration on future applications for use of park facilities.

- City of Lucas Park Facilities may be reserved for commercial recreational activity from 5:00 am through 8:00 am and from 7:00 pm through 9:00 pm. The Community Center is not available for use for commercial recreational activity and may only be used by Lucas residents.
 - A City of Lucas Facility Use Agreement must be completed and submitted together with the required fee to the Development Services Director for consideration. The Applicant must provide documentation demonstrating the vendor's liability insurance coverage in the amount of \$1,000,000 and must be willing to include the City of Lucas on the certificate of insurance.
 - The Applicant may reserve the park facility for up to two months 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; or
 - (19) To destroy, damage, deface or remove shrubbery, trees, soil, grass, turf or other vegetation, rock, minerals or any other personal or real property.”



City of Lucas, Texas Facility Use Regulations

City of Lucas facilities may be used by local individuals and groups according to the following rules and regulations. All persons using the facilities are bound to abide by the terms hereof.

1. Arrangements for use of City facilities must be made by a responsible adult, 21 years of age or older, through the City Administration, in writing at City Hall during a regular workday between 8:00 A.M. and 5 P.M. The responsible adult agrees to have his Driver's License copied at the time of reservation. The responsible person (designated as "Lessee") agrees to be bound by the provisions of this Facility Use Agreement.
2. Once the use of specific facilities has been approved, no changes are authorized unless approved in advance by the City Administration.
3. Only those keys necessary to obtain entrance to the assigned facilities will be made available to the using organization. Duplication of any key(s) issued is not authorized. The individual acting as the responsible adult for the user will be held responsible for the control, use, and prompt return of any key(s) issued. Keys issued for one-time use are to be returned on the next business day to City Hall. Keys should be obtained only from City Hall and persons renting the facility are not authorized to lend the key to others. Other City personnel are not authorized to open facilities or provide use of their keys. There will be a \$15.00 fee charged to cover the cost of lock and key replacements if the user loses or fails to return the key as specified.
4. A responsible adult will be identified by the user who will be responsible for all matters relating to the rental or use of the facility such as payment of fees, security, housekeeping, or other problems that might occur. The responsible person will also insure that lights are off, doors locked, and other appropriate actions taken to secure the premises.
5. Payment of fees will be arranged in advance of a "Facility Use Agreement". The City of Lucas reserves the right to charge for additional services for housekeeping, maintenance, or repair above the agreed upon rental fees when facilities are not cleaned or damage to City facilities/equipment occur as a result of the use.
6. Use of any facility which requires the services of any City personnel, will require additional charges to cover payment of the assigned personnel.
7. Trash should be contained in bags and placed in the garbage cart. If all the trash will not fit in the cart, the responsible party should remove the trash bags from the facility site for disposal elsewhere.
8. Users of City facilities are restricted to the areas specified in the use agreement. Reservations for use of the Lewis Park fields must be made separately. Failure of the user to comply with the terms

of the agreement will be grounds for termination of any future agreements.

9. City furniture and equipment provided for in the use agreement should be returned to the location and arrangement prior to use unless otherwise agreed upon.
10. All recurring facility use requests and fees are subject to review as the needs, utility costs, and other pertinent conditions change.
11. All users of the facility during scheduled events, which are not City-sponsored activities, use the facility at their own risk and the City of Lucas shall be held harmless and not be responsible for losses, accidents, illnesses or injuries during the use of the facility or as a result of using the facility.

The Lessee assumes full responsibility for all injury, damages and losses that may arise, directly or indirectly, from Lessee's event and the conduct of Lessee's agents, employees, guests and invitees. The City of Lucas shall not be liable to Lessee, its employees, members, participants, spectators, customers or other persons or entities for any damage or loss to person or property caused by any act, omission or negligence of Lessee or its members, participants, employees, spectators, or agents. Lessee shall defend, indemnify and hold harmless the City and its officers, agents, and employees from and against all damages, injuries (including death), claims, property damages (including loss of use), losses, breaches of contract, demands, suits, judgments and costs, including reasonable attorney's fees and expenses, of any kind or nature in any way arising out of or resulting from the performance of this Agreement, Lessee's use of City property, equipment or facilities, or caused by any act, omission or negligence of the Lessee, its officers, agents, employees, contractors, subcontractors or invitees.

The Lessee shall at all times observe and comply with all federal, state, and local laws, ordinances, codes, regulations and all facility policies and procedures, and any changes or amendments thereto made following the effective date of the Facility Use Agreement, which in any manner affect the Lessee or its operations or programs, and shall indemnify, defend and hold harmless the City from and against any claim arising from the violation of any such laws, ordinances, codes, regulations, policies and procedures, whether by the Lessee, its agents or employees, and its guests and invitees.

12. Lessee shall at all times comply with any and all City policies and procedures applicable to the Facility. Maximum occupancy limits, if any, shall not be exceeded at any time. Lessee shall at all times conduct its activities in a safe, wholesome, diligent and efficient manner. No alcoholic beverages shall be permitted or consumed on the premises. Lessee shall not cause or permit any illegal activity to be conducted upon the property or in the Facility. Lessee shall affix no signs to the exterior portion of the Facility. Lessee shall affix no signs to the interior of the Facility without the prior written consent of City. Lessee shall make no changes or structural alterations to the Facility without prior written consent of City. Lessee shall be responsible for any damages to the Facility resulting from use or occupancy thereof by Lessee, its agents, servants, or invitees. Lessee shall not allow the use of fireworks, pyrotechnics or smoke creating devices for special effects purposes, and shall not use or

employ any device or equipment or engage in or permit any activity that may cause or present, directly or indirectly, an unreasonable or foreseeable risk of harm, injury, damage or loss.

13. The City, acting in the interest of public safety and on behalf of the City reserves the right to cancel any activity and at any time may require Lessee to meet other reasonable conditions as the need arises.
14. Notwithstanding the foregoing, the City shall have the right to terminate the Facility Use Agreement at any time, for convenience with or without cause and without penalty, upon thirty (30) days written notice to Lessee. Lessee shall have the right to terminate this Agreement in for cause only, and upon thirty (30) days written notice. In no event, however, shall any such termination give rise to any claim or cause of action against the City by Lessee, whether for lost profits, costs, overhead or otherwise.
15. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of the Facility Use Agreement, and the exclusive venue for any legal proceedings or cause of action involving or under this Agreement shall be in the state courts of proper jurisdiction of Collin County, Texas.
16. Lessee agrees to retain control and to give full attention to the fulfillment of this Agreement, and that this Agreement will not be assigned, franchised or sublet without the prior written consent of the City.
17. The City reserves the right to assess additional fees or adjust scheduled uses when the facilities are used for the purpose of For-Profit events or by Lessees whose principal residence or headquarters is outside the city limits of Lucas.
18. Facility users not abiding by these regulations or the Facility Use Agreement may be refused future use.
19. Event parking must be contained in the existing parking lot. No parking along FM1378 or neighborhood side streets will be allowed.
20. No alcohol or firearms are allowed. All users of the facility must comply with any rules posted by the City of Lucas at the facility.
21. The City of Lucas reserves the right to refuse the use of its facilities to any group or individual when such refusal is deemed to be in the best interest of the City.