

## FACILITIES USE AGREEMENT

### I.

The City of Seguin, Texas hereinafter referred to as "City" and the **Texas Ladies State Championship Chili Cook-off** hereinafter referred to as "Cook-off" enter into this Agreement governing the usage of park facilities, lights, and all other supportive items of public property owned by the City of Seguin, Texas.

The City does hereby grant to the Cook-off the right and privilege to use the **Pecan Bottom area in Max Starcke Park east**, in Seguin, Texas for their Texas Ladies State Championship Chili Cook-off ("the event"), held annually in the spring for a term of 3-years from date hereof or until cancelled by either party by giving thirty (30) days written notice to the party at their respective official address.

### II.

In consideration for such privilege herein granted by the City, the Cook-off agrees to the following terms:

- A. The Cook-off will pay all applicable fees and obtain permits due for the use of the park facilities as outlined in Appendix C Fee Schedule, City of Seguin Code of Ordinances. Payment will be due thirty (30) days prior to the event.
- B. During the term of this agreement, the Cook-off undertakes and agrees to carry at their own expense and with a company that is an admitted carrier with a Best Rating of "A" or better, acceptable to the City, general liability insurance in association with the use of City property for the conducting of the event. The limits of liability shall not be less than \$1,000,000 combined single limits per occurrence, or equivalent. It is agreed that the City does not waive any immunity, which it currently has or may obtain from liability and/or suit. Proof of adequate insurance coverage shall be provided to the City no later than thirty (30) days prior to the event.
- C. During the period of use of the facilities by the Cook-off, it is agreed that they shall keep the facility grounds clear of trash and debris by collecting and depositing it in trash containers. Depending on the volume of trash and debris collection anticipated, dumpsters may be required by the City at the Cook-off's expense. The Cook-off is responsible for tear down of all fencing, booths, lighting, and other equipment and is further responsible for all clean-up in the event area, sidewalks, and dance slab to be done within three (3) days of the event's conclusion.
- D. Provide to the City proper license or permit to sell or distribute alcoholic beverages prior to the event as outlined in Alcoholic Beverages, Chapter 6 License or permit to manufacture, sell, or distribute, Sec. 6-1, City of Seguin Code of Ordinances prior to the event, if applicable.
- E. Cook-off agrees to be responsible for any damage to the park facility's grassy areas due to rutting, trenching, or other damage beyond normal wear and tear and for the clean-up of any mud splattering on buildings or other structures such as the dance slab and restrooms. No stakes are allowed in the ground or in the street unless approved by the City.

- F. If food is served, a hand washing station must be provided along with health a permit issued by the City's Health Department. All cooking equipment including BBQ grills, stoves, fryers, and warmers must be in a secure area and protected from the public. No grills, fires, grease, or other equipment are allowed that will burn or damage the grass or pavement.
- G. As outlined in Appendix C Fee Schedule, City of Seguin Code of Ordinances, Cook-off shall remit a \$500 deposit to cover any possible damages. Should such damage(s) occur, Cook-off shall undertake all necessary restoration(s) within three (3) days of the conclusion of the event, or within three (3) days of receiving written notice from the City of damages. If after the third (3<sup>rd</sup>) day the restoration(s) have not been made to the City's satisfaction, the City may undertake the restorations(s) itself and the costs associated with the restorations(s) will be invoiced to the Cook-off for payment and/or deducted from the Cook-off's deposit.
- H. The Cook-off shall submit to the Parks and Recreation Department office a completed Special Event Permit Application. The Cook-off shall advise of any cancellations or changes to the submitted Special Event Permit Application as soon as known.
- I. Cook-off acknowledges that the breach of any provision agreed to herein may result in the immediate termination of this Agreement.

### III

The City shall provide the following as its resources shall allow:

- 1. Maintenance of Max Starcke Park East including removal of downed tree limbs and other debris within the areas of the Patricia K. Irvine-King Pavilion, multi-use trail, Wave Pool facility, and general grounds.
- 2. Access to electricity for scheduled events coordinated by the City's Electric Department.
- 3. Trash containers in order for the Cook-off to maintain the area in a clean and sightly manner. Dumpster(s) may be required by the City at the Cook-off expense.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

By: \_\_\_\_\_  
City Manager – City of Seguin

By: \_\_\_\_\_  
President – Texas Ladies State Championship Chili Cook-off

Attest: \_\_\_\_\_  
City Secretary