

FACILITIES USE AGREEMENT

I.

The City of Seguin, Texas hereinafter referred to as "City" and the **Seguin Area Chamber of Commerce** hereinafter referred to as "Chamber" 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 Seguin Area Chamber of Commerce the right and privilege to use the **Patricia K. Irvine King Pavilion in Max Starcke Park East** or the **Seguin Events Complex** in case of inclement weather in Seguin, Texas for their Annual Hot Shot's Fish Fry Event ("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 Chamber agrees to the following terms:

- A. The Chamber will pay all fees and 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 Chamber undertake and agree 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 and liquor liability insurance in association with the use of City property for the conducting of said event. The limits of liability shall not be less than \$500,000 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 at the time of payment of fees.
- C. During the period of use of the facilities by the Chamber it is agreed that they shall keep the facility grounds clear of trash and debris by collecting it and depositing it in trash containers provided by the City. Depending on the volume of trash and debris collection anticipated, dumpsters may be required by the City at the Chamber's expense. The Chamber 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 each annual 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.
- E. Chamber 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 clean-up of any mud splattering on buildings or other structures, such as the dance slab and bathrooms. 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 required health permits. 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 is allowed that will burn or damage the grass or pavement.
- G. As outlined in Appendix C Fee Schedule, City of Seguin Code of Ordinances, Chamber shall remit a \$500 deposit to cover any possible damages. Should such damage(s) occur, Chamber 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 (3rd) 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 Chamber for payment and/or deducted from the Chamber's deposit.
- H. The Chamber shall submit to the Parks and Recreation Department office a completed Special Event Permit Application. The Chamber shall advise of any cancellations or changes to the submitted Special Event Permit Application as soon as known.
- I. Chamber acknowledges that the breach of any provision agreed to herein may result in the 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 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 Chamber to maintain the area in a clean and sightly manner. Dumpster(s) may be required by the City at the Chamber's expense.

SIGNED this _____ day of _____, 2018.

By: _____
City Manager – City of Seguin

By: _____
President – Seguin Area Chamber of Commerce

Attest: _____
City Secretary