



**CITY OF TEXARKANA, TEXAS
PARKS & RECREATION DEPARTMENT
SOUTHWEST CENTER USAGE AGREEMENT 2019**

This agreement is for use by any individual or organization that reserves the use of any park facility or park property whether the event is private or public.

I, (name) _____ Representing _____,
being 18 years of age or older, am requesting the use of the following rooms at
Southwest Center:

Room Name _____ Event Date _____
Event Time _____

I agree to abide by all the aforementioned rules, regulations, and ordinances established by the City.

Printed Name _____

Address _____

Phone Number _____

There are three groups who may be authorized to use the Southwest Center for a meeting or event:

1. **Group I - Public Agencies** – Federal, State, County and City Agencies, other Agencies which serve the citizens of Texarkana, Texas, and depend primarily on public funds for existence, Youth Civic Organizations co-sponsored by the Parks and Recreation Department, and co-sponsored City Athletic Leagues.
2. **Group II - Civic and Service Organizations** – Chartered organizations which provide and/or promote programs for community improvement including, but not limited to, Chamber of Commerce, Jaycees, Civic Clubs, YMCA, YWCA, Boy Scouts, Girl Scouts, Fraternities, Sororities, and Lodges, etc.

3. **Group III - Social Groups and Functions** – Groups of a private nature seeking space for social purposes, including, but not limited to, family reunions, wedding receptions, social clubs, and banquets, etc.

<u>Meeting Rooms</u>	<u>Group I</u>	<u>Group II</u>	<u>Group III</u>
Multipurpose/Gym	No Charge	\$150.00	\$275.00
ABC Room	No Charge	No Charge	\$75.00
Game Room	No Charge	No Charge	\$50.00
Room A	No Charge	No Charge	\$25.00
Room B	No Charge	No Charge	\$25.00
Room C	No Charge	No Charge	\$25.00
Room D	No Charge	No Charge	\$25.00

1. The person making the reservation shall be designated as the point of contact and will be the responsible party for the activity within the venue.
2. The point of contact shall make all changes, modifications, or request to Southwest Center Staff concerning the event in question.
- 3. Refunds will not be honored if you cancel your event less than 24 hours prior to the start of your event.**
4. Refunds will only be made to the entity that reserved the facility and has a city receipt bearing their name. Refund Checks will be mailed within two weeks to the responsible party.
5. In times of inclement weather, events may be canceled for the safety and well-being of the general public. The point of contact will be notified in the event of cancellations.
- 6. Children under the age of 16 must be accompanied by an adult.**
7. The Parks and Recreation Director or his/her designee has the right to enter any portion of the facility at any time for any reason. The Parks and Recreation Director or his/her designee has the authority to cancel any event or use of the facility without notice or warning. Municipal needs take precedents over any and all activities held at Southwest Center.

8. **Any damage to the facility or any portion of the facility not left in a neat and clean manner may result in permanent loss of use of Southwest Center or any property controlled by the Parks & Recreation Department.**
9. Activities shall begin no earlier than 9:00 AM Monday-Saturday. All activities must end by **8:00 PM including clean up and removal of personal property.**
10. The Designated Contact Person should have Southwest Center Staff inspect the rental area at the conclusion of their event and have that staff member verify that the facility was returned in a satisfactory manner.
- 11. Absolutely no alcoholic beverages are allowed.**
12. Amplified music or speaking is prohibited except as authorized by the Parks and Recreation Director or designee. Small stereos, compact disk players, instruments, etc. may be used as long as they do not disturb other facility users.
13. Fund raising activities are allowed on park property only when the event is sponsored by a non-for profit (501c3) organization and co-sponsored by the City or the fund raising is done prior to the scheduled event and at an off-site location.
14. No commercial vending except authorized by contract or written permission issued by the Director of Parks & Recreation. City facilities shall not be used to host activities which may result in profit for any private sector business. It shall be prohibited for any person in a park to expose or offer for sale any article or thing, or to station or place any stand, cart, or vehicle for the transportation, sale or display of any such article or thing. An exception is made as to any regularly licensed concessionaire acting by and under the authority and regulation of the director.
15. All payments must be made in full to reserve space within the facility.
16. All payments must be made with check, cash or money order. Credit Cards will not be accepted.
17. All reservations are based on daily rental fees. If the event requires additional time or space other than what was reserved an additional fee will be required to use the space requested.
18. We are not responsible for lost or stolen items, damage to property left within the facility, or for food items left in the kitchen.

19. The kitchen is a shared use area. Patrons will be asked to share the use of this area. Patrons that reserved the multi-purpose room have first rights to refusal of use of kitchen. The kitchen is a warming and serving kitchen only. All food must be cooked off site.
20. No partial rental of the Multipurpose Room (Gym), in terms of time or space, shall be permitted. A rental period shall consist of up to but not more than 8 hours, including set up and clean-up. An individual or private party (Group III) may not have more than two current reservations at a time on the books.
21. Basic electricity is available in all meeting areas. Electrical service will support limited use of items such as radios, CD players, and/or small cookware, (roaster, slow cooker, crocks pot, etc.). For large amusements and catering services, an independent power source must be supplied. Overloading outlets with appliances will cause power failure, limited to a 20 amp usage.

The undersigned Applicant / Sponsor agrees and acknowledges:

To defend, indemnify, and hold harmless the City, its officers, employees, agents, and representatives, against all claims of liability and causes of action resulting from injury or damage to persons or property, including death, arising out of the special event or public amusement, **even if the City, or its officers, employees, agents, and representatives, are allegedly or found to be negligent or otherwise liable or legally culpable in whole or in part for such injury or damage**, said indemnification to include the amounts of such claims and the costs of defending against same (including expenses, court costs, and reasonable attorney's fees);

To clean up the city property and restore the property to the condition that existed prior to the special event or public amusement;

To fully reimburse the City for any city resources expended before, during, or after the special event or public amusement to handle any matter related to the special event, including time spent by city personnel, city equipment, or other city resources, with the fee to be determined by the City Department .

By signing, I acknowledge that I agree to the terms stated. I understand that the rules listed in this agreement are not all inclusive and that other Park Rules or City Ordinances may apply.

Signature: _____ Representing: _____
Date Signed: _____