



**CITY OF GALVESTON
PARKS AND RECREATION**

Garten Verein
2704 Avenue O
Galveston, TX 77550

Admin Office
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Galveston, TX 77550
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Executive Director: Barbara Sanderson

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**GARTEN VEREIN
FACILITY APPLICATION & USE PERMIT**

Name of Group/Organization Phone Number

Mailing Address of Group/Organization City, State Zip Code

Name of Responsible Person/Applicant Phone Number Email

Mailing Address City, State Zip Code

Requested Date(s) Requested Time (to and from) *10 hours max* Number of participants

Type/Name of Activity

Description of activity

What (if any) COG Parks tables and chairs are needed? *(25-6ft round; 10-8ft rectangle; 250 chairs)*

What (if any) equipment or decorations will be brought into the facility? *(See page 4, section 11 for list of prohibited items)*

Nature and duration of amplified sound (if any):
If yes, a loudspeaker permit may be required.

Will your event include distribution of alcohol? *(circle one)* YES NO
If yes, TABC certification is required for any individual serving.

Do you require use of any portion of Kempner Park outdoors? *(circle one)* YES NO

If yes, please explain

Please read the following information carefully.

All groups/organizations will be expected to comply with all City of Galveston Rules and Regulations when using City facilities. This is a private event venue rental agreement for the sole purpose to temporarily rent, use, and occupy the property known as the Garten Verein, located at 2704 Avenue O.

Terms:

1. **Venue.** 1880 Garten Verein at Kempner Park; 2704 Avenue O. Also known herein as the venue, facility or property.
2. **Rental Agreement.** This is an agreement to temporarily rent, use, and occupy, the Venue.
 - A. Renter shall use the venue in a manner which shall not cause interference with the use or occupancy of the other portions of the building by Renter or others in any way. Renter’s use hereunder will be done in such a manner so as not to interfere with or impose any additional expense upon the City in maintaining the building.
 - B. Condition of Venue. Renter accepts the Venue for use “as is” and with all faults and defects. City does not warrant or represent that said venue is safe and suitable for use. Any use of said venue by the Renter or their guests, whether known or unknown to the City, is at the sole risk of the Renter and the Renter’s guests.
3. **Rental Fees include and are subject to the following:**
 - A. **Standard use and occupy period**
 - i.

	Daily Rate (10 hours)	Hourly Rate
Monday – Thursday	\$2,000.00	\$200.00
Friday	\$3,500.00	\$350.00
Saturday	\$5,000.00	\$500.00
Sunday	\$3,000.00	\$300.00
 - B. **One (1) City of Galveston (COG) on site staff member is included in the above rental fees.**
 - i. The Renter will be responsible for ensuring all trash and rubbish is picked up in and around the immediate areas of the venue, as often as needed, and removal of all garbage to the trash dumpster. The city or its designee, will have the right of entry onto the venue at all times.
 - ii. If the cleanup requires special attention, is outside customary cleaning or otherwise inappropriate, the additional costs of such cleaning will be withheld from the Deposit at the rate charged by the cleaning contractor for the additional costs of service.
 - C. **Security Deposit: \$500.00.**
 - i. A separate \$500.00 security deposit is required with payment of the rental fee. The security deposit is refundable, except as provided herein:
 1. Without in any manner limiting Renter’s obligations herein, the City shall be entitled to apply any portion of the security deposit towards the repair of any damages occurring to the venue during the rental period for which this agreement is granted.
 2. Any additional cleaning fees assessed to the payment of any additional charges incurred by Renter hereunder.
 3. No portion of the security deposit shall be applied toward the rental use fee or other additional fees except as permitted by law, in this agreement. Any portion of the security deposit not so applied will be returned to the Renter within forty-five (45) days after the rental period.
 4. The City will have four (4) weeks after the date of the rental period to provide notice to the Renter if the City believes there will be additional charges due to extensive damages not covered by the security deposit occurring at the venue in connection with the rental period for which this license is granted. Any additional charges due the City hereunder shall be due and payable within thirty (30) days after the giving of notice thereof to the Renter sufficiently detailing damage.
 - D. **Additional or Optional Charges:**
 - i. Pre-event preparation and/or post event clean-up time may be requested and agreed to for an additional hourly or daily rate, depending on the amount of time needed. Any such agreement must be pre-approved in writing and can be requested 30 days or less prior to the original contract agreement.
 - ii. Overstays. If Renter either occupies the property or remains on the property outside of the times specified in the rental agreement there will be an additional charge of \$150.00 plus the hourly rate for the day for each hour the Renter remains on site. The additional charge will be assessed at the time the Renter continues to occupy the property regardless if a full hour has passed. There may be an initial grace period granted, (of up to 15 minutes), for unforeseeable circumstances. This grace period shall be determined at the discretion of the COG staff member on site.
4. **Forfeiture/Cancellation.**
 - A. This agreement may be cancelled by the City:
 - i. In the event of a power failure, or damage to the venue. If a reasonably comparable location owned and operated by the City, is available, such location will be offered to the Renter under the same and/or applicable requirements of this rental agreement. The City may cancel this agreement with or without further obligation to the Renter, except

for a refund of any amounts already paid, including security deposit.

- ii. In the event that public authorities recommend the evacuation of all or part of Galveston Island, or for any reason outside of City's control, including, but not limited to, local emergencies, acts of God, or any other types of natural disasters, this Agreement shall be canceled. The City may cancel this agreement with or without any further obligation to the Renter, except for a refund of any amounts already paid, including security deposit.

B. The Renter may cancel this agreement.

i. Cancellations:

- 90 days or more from reservation: Full Refund of any paid deposit or rental fees
- 90 – 45 days from reservation: -\$100 from deposit, Full Refund of any paid rental fees
- 45 – 15 days from reservation: -\$100 from deposit, 50% Refund of any paid rental fees
- 15 days or less from reservation: -\$100 from deposit, 25% Refund of any paid rental fees

5. The rental agreement may be renewed after cancellation, if the venue is still available, and if full payment is made. Full Payment shall be made upon the renewal contract execution. An additional \$750.00 late fee shall be added to the rental agreement.

6. **Venue /Facility preview and inspection.** The Renter may, and is encouraged to, preview the venue prior to signing this agreement. The venue is rented in its "as-is" condition "with all faults". The City has on, or about the venue, certain personal property for its own use, or not intended for use by the Renter or their guests. The City does not warrant or represent that said property is safe and suitable for use. The furniture, photographs, accessories and fixtures on or in the venue are considered the property of the City and may not be removed without prior arrangement. The City will remove any furniture and movable displays specifically requested or specified in the "Application Form" noted or attached to this agreement.

7. **Venue/Facility Operations:**

A. **Maximum Occupancy:** The maximum occupancy for the venue is 212 persons. Renter will not exceed the maximum occupancy under this agreement.

B. **Heating and air conditioning.** Heating and air conditioning in season will be maintained during the scheduled rental period and will be turned on prior to the rental period, at such time as determined by the on-site COG staff representative, in order to provide reasonable climate control during the rental period. Reasonable climate control according to the United States Energy Code is cooled to at least 78° Fahrenheit during the warmer summer months and warmed to at least 68° Fahrenheit during the cooler winter months.

C. **Security.** the City requires that the Renter arrange for, at their own expense, certified police officers, in the ratio of one police officer per one hundred (100) people, with a minimum of one police officer on site.

i. For ALL events with 100 or more people in the venue, which shall include, all invitees, vendors and contractors.

ii. In no event will the City be liable for damages resulting from Renter's failure to provide proper security.

iii. The security deposit will be forfeited if the required security is not present.

D. **Parking.** This is a public parking venue. There is no reserved parking at the venue. Parking on the green space area of the park is strictly prohibited.

E. **Non-smoking venue.** Smoking is strictly forbidden anywhere within the venue and throughout Kempner Park by City ordinance. Non-compliance shall result in an automatic forfeiture of the security deposit. The Renter shall comply with current smoking ordinances of the City of Galveston and/or state law.

8. **Event / Liability Insurance.** Renter shall provide the City with a copy of its "Events / Liability insurance policy issued with a minimum of \$1,000,000.00 in coverage naming the City as a certificate holder. If alcoholic beverages are to be served the policy shall include liquor liability coverage.

Renter shall provide the City with a copy of all insurance policies required by this Agreement. Any and all of Renter's vendors occupying the venue are required to comply with this insurance requirement.

9. **INDEMNIFICATION: HOLD HARMLESS. THE RENTER SHALL BE LIABLE FOR ANY PHYSICAL DAMAGES TO THE VENUE, LEGAL ACTIONS, AND/OR LOSS OF REPUTATION OR BUSINESS OPPORTUNITIES THAT THE CITY MAY INCUR AS A CONSEQUENCE OF THE ACTIONS BY THE RENTER OR ANY OF THE RENTER'S GUESTS OR ATTENDEES DURING THE RENTAL PERIOD. THE RENTER AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY, ITS EMPLOYEES, OFFICIALS, AND AGENTS FROM ANY AND ALL CLAIMS, DEMANDS, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES FOR THE DEFENSE OF SUCH CLAIMS AND DEMANDS ARISING FROM THE CONDUCT OR MANAGEMENT OF THE RENTER'S ACTIVITIES ON THE VENUE, OR FOR PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE RESULTING FROM ANY ACT OF NEGLIGENCE OF RENTER, ITS AGENTS, CONTRACTORS, OR FOR THE ACTS OR OMISSIONS OF RENTER OR ACTS OR OMISSIONS OF OTHERS UNDER THE RENTER'S SUPERVISION OR CONTROL RELATED TO THE USE OR OCCUPANCY OF THE VENUE, INCLUDING INGRESS THERETO OR EGRESS THEREFROM OR NEGLIGENCE OF RENTER, ITS AGENTS CONTRACTORS, RENTERS, OR INVITEES IN OR ABOUT THE VENUE.**

IN CASE OF ANY ACTION OR PROCEEDING BROUGHT AGAINST THE CITY BY REASON OF ANY SUCH CLAIM, RENTER, UPON NOTICE FROM THE CITY, AGREES TO DEFEND THE ACTION OR PROCEEDING BY LEGAL COUNSEL ACCEPTABLE TO THE CITY.

THIS AGREEMENT IS BINDING UPON AND IS TO INURE TO THE BENEFIT OF THE PARTIES, THEIR SUCCESSORS, ASSIGNS, AND PERSONAL REPRESENTATIVES.

10. The Renter is responsible for seeing that all items brought into the venue are removed by the time the rental period ends. Any delivery and storage of Renter's property at the rental property, or at any location the City chooses, shall be at the Renter's sole risk and expense. For purposes of this Section, "Renter's property" shall include any property delivered or brought onto the venue by Renter's guests, invitees, agents or employees, or at the direction of Renter whether or not known by Renter. In addition, Renter also agrees that the City is not a bailee and is under no obligation to protect or maintain control of Renter's property or the property of any of Renter's guests, invitees, agents, employees or otherwise, for any period of time (before, during or after the rental period), and if left on the venue after the rental period the City may dispose of the property in any way it sees fit without any liability.
11. Anything that may damage any part of the historical structure of the venue, that may attract rodents and the like, are strongly adhesive, or difficult to remove, are strictly prohibited. Examples include items such as, but not limited to, nails, screws, staples or tape on any floor, wall, window, windowsill, door or ceiling; sparklers; flames, candles; birdseed; confetti (paper or metallic); glitter; sand; dance powder; or smoke machines.
 - A. Acceptable decorative material includes flower petals, potpourri, bubbles (exterior), flameless candles, and floral wire. Exceptions to acceptable decorative materials may only be approved by the Executive Director of Parks, Recreation and Community Outreach, or their designee.
 - B. Exceptions granted shall be described in writing on the *Application form*.
12. **Additional Amenities or Services:** The Parties have reviewed the *Application form* attached hereto, dated and initialed by the Parties. Any additional amenities or services, including decorations on the form are incorporated for all intents and purposes to this Agreement.
13. **Permits:** The Renter shall obtain all necessary permits required, applicable, or are associated with the use by Renter during the rental period at the venue.

THE CITY RESERVES THE RIGHT TO STOP ANY EVENT IN NON-COMPLIANCE OF ANY PORTION OF THIS AGREEMENT.

This agreement is between the parties designated in this agreement and may not be assigned. This agreement may only be modified in writing signed by the respective parties.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and venue shall lie in Galveston County, Texas.

Severability. If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby but instead shall be enforced to the maximum extent permitted by law.

Acknowledgement: By signing this Venue Rental Agreement, I acknowledge that I have read, reviewed, and understand the requirements and its obligations of this Agreement. This agreement shall become effective upon execution by both parties.

Rental of the Garten Verein facility does not include exclusive use of any portion of Kempner Park. The park is open to the public and renters cannot block off any portion or prevent the public from utilizing the park or associated parking lot. All park rules and regulations stated in Chapter 26 of the City Code apply. Any outside use of the park is subject to a Special Event permit and subsequent applications, approvals, and fees.

AGREEMENT

I, _____ of the _____
Name of Individual Applicant *Name of the Group/Organization*

am familiar with the rules, regulations, and terms listed above, regarding use by the public of the City of Galveston Garten Verein facility and agree on behalf of the group/organization to abide by all provisions thereof. I, furthermore, agree to be responsible and liable on behalf of the group/organization, for any damages, including excessive cleaning being required, as a result of our use.

Signature _____ Date _____

Rates and additional fees are as follows:

	Daily Rate (10 hours)	Hourly Rate	Additional Fees (<i>if applicable</i>)	
Monday - Thursday	\$2,000.00	\$200.00	Loudspeaker Permit	\$75.00 - \$150.00
Friday	\$3,500.00	\$350.00	Special Event Permit	\$200.00
Saturday	\$5,000.00	\$500.00	Additional Hours (<i>availability determined 30 days from event</i>)	Hourly rate
Sunday	\$3,000.00	\$300.00		

Cancellations:

90 days or more from reservation:	Full Refund of any paid deposit or rental fees
90 – 45 days from reservation:	-\$100 from deposit, Full Refund of any paid rental fees
45 – 15 days from reservation:	-\$100 from deposit, 50% Refund of any paid rental fees
15 days or less from reservation:	-\$100 from deposit, 25% Refund of any paid rental fees

THIS APPLICATION GRANTS NO PRIVILEGES UNTIL VALIDATED AND RETURNED TO YOU.
THIS SCHEDULE, IF APPROVED, IS FIRM AND CANNOT BE CHANGED WITHOUT DEPARTMENT APPROVAL IN ADVANCE.

----- **Staff Use Only** -----

Date COG Received: _____ Received by: _____

Date Approved: _____ Approved by: _____

Date Disapproved: _____ Disapproved by: _____

Deposit: _____ Due By: _____ Paid Date: _____

Rental Fees: _____ Due By: _____ Paid Date: _____

Refund Amount: _____ Refund Issued Date: _____

Additional Remarks: _____

Loudspeaker Permit? _____ Special Event Permit? _____