

City of Ferris

Reservation Rules and Regulations Downtown Pavilion

The purpose of this policy is to establish the criteria and procedures under which Ferris residents and Ferris businesses will be permitted to use the Downtown Pavilion for their individual functions. The City of Ferris parks are operated for the benefit of the general public and permission for private use of the pavilion is a privilege given by the City. Therefore, the following "Rules and Regulations" must be agreed upon before permission to use the pavilion is granted and the user agrees to abide by City Ordinances. Non-adherence may result in forfeiture of all or a portion of deposit. The user will be held responsible for damage and adherence to regulations.

HOURS OF AVAILABILITY:

Sunday through Thursday 8 a.m. - 10 p.m. Fri. and Sat. 8 a.m. - 12 p.m.

FEES:

Ferris Residents and Businesses:

Reservation Fee: \$25 per day
Damage/Cleaning: \$50 (refundable upon passing inspection)
Rental Length: Listed hours of availability only

Non-Residents:

Reservation Fee: \$50
Damage/Cleaning: \$150 (refundable upon passing inspection)
Rental Length: Listed hours of availability only

Portable Restroom (REQUIRED of all events exceeding 4 hours):

Fee: \$100 per unit
If an ADA compliant restroom is required, call for pricing and availability.

Fees and deposits for the Downtown Pavilion must be made in person, M-F, 8 a.m. - 5 p.m., at the following address:

Ferris City Hall
100 Town Plaza
Ferris, TX 75125

Please note all fees must be paid in cash only.

RULES AND REGULATIONS

Ferris residents and businesses must produce a utility bill with a Ferris address and/or a valid Texas Driver's License or I.D. card with a current Ferris address. Ferris businesses wishing to hold a company picnic shall provide a written request on company letterhead for reservations. Non residents must present a valid Texas Driver's License with reservation fee and damage deposit. Non-Profits must provide documentation of their status. The city reserves the right to waive any and all fees for approved civic/ youth organizations.

- Reservations shall be made on a first come - first served basis. The rental fee and a refundable clean-up/damage fee are required at the time of the reservation application. If applicable, a Portable Restroom Fee may also apply.
- A city staff member will check the pavilion for prior damage and cleanliness and will also inspect the pavilion after usage. The user is responsible for cleaning after each reservation.
- No bathroom facilities are available at the pavilion. PORTABLE RESTROOMS ARE REQUIRED AT ALL EVENTS THAT EXCEED 4 HOURS. Portable restrooms shall be provided by the city with at least three days advance notice. An advanced fee of \$100 is required for each portable restroom. If an ADA compliant restroom is required, call for pricing and availability.
- Reservation is restricted to the pavilion. Reservations are based on the understanding that others may be using the parking lot to the south during reserved pavilion times.
- The City, prior to issuance of a reservation permit, shall approve use of portable play equipment/games, rental equipment or furnishings.
- Decorations, tarps, or any other semi-permanent covering may not be affixed to the pavilion using tape, glue, tacks, rope, screws, bolts or nails. The City must approve any exceptions to this rule in writing.
- NO ALCOHOLIC BEVERAGES will be allowed in the pavilion. There are no exceptions. Violators are subject to fine or arrest.
- All vehicles shall remain in designated parking areas.
- Electrical outlets are available in the pavilion. The maximum power load of the pavilion is 20 amps.
- Bounce House, if approved, must go in the open area south of the pavilion.
- The pavilion may be rented by a person or entity one time per quarter. This will allow for either five consecutive business days of use or one weekend each quarter. A rental fee applies to each day of rental if the rental is over one day.
- At the discretion of the City Manager, businesses, groups, or individuals abusing the quarterly use requirement will forfeit future use of the facility.

RESERVATION AND CANCELLATION POLICY

- Reservations shall be made in person, by an adult Ferris resident or business representative at least 21 years of age.

- Reservations are only guaranteed when the reservation permit is completed, all fees paid, and approved by the City.
- A one (1) day cancellation notice shall be required to receive damage deposit refund. A refund will be made for a rainout date, or the reservation may be rescheduled.

CLEAN UP

- Each group is responsible for its own cleanup. The pavilion area must be left clean and clear of litter and other debris, and cleanup must be completed within the time period of the reservation agreement. All benches wiped clean, all trash and debris must be placed in approved waste containers. The City staff will inspect the facility to verify compliance. Failure to comply will result in forfeiture of deposit.

CITY RIGHTS

- The City reserves the right to waive any and all fees.
- The City reserves the right to cancel any reservation.
- The City reserves the right to schedule special events regardless of prior reservations. Applicants who have reserved the use of the pavilion will have the option of rescheduling or having the deposit refunded.
- The City reserves the right to make exceptions to any of the rules and regulations.

LIABILITIES

- The individual making the reservation shall assume liability for damages to pavilion and will be billed accordingly.
- The individual, group, or organization using the facility shall obey all rules and regulations, both written and verbal, and shall not hold the City of Ferris or any of its representatives liable for any injury sustained while using the facility.

HOLD HARMLESS CLAUSE

USER HEREBY AGREES TO RELEASE, INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY AND ITS OFFICIALS, OFFICERS, AGENTS, AND EMPLOYEES, IN BOTH THEIR OFFICIAL AND INDIVIDUAL CAPACITIES, FROM AND AGAINST ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY FEES, FOR INJURY TO OR DEATH OF ANY PERSON OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY USE PURSUANT TO THIS AGREEMENT, OR OCCURRING ON OR ABOUT THE PROPERTY; AND USER WILL, AT ITS OWN COST AND EXPENSE, DEFEND AND PROTECT THE CITY FROM ALL SUCH CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, OR LIABILITY OF ANY KIND.