

City of Houston
Park Shelter Rental Agreement

105 West Maple Street, Houston, MN 55943
Phone: (507) 896-4033 Fax: (507) 896-3643

Renter: _____

Address: _____

Daytime Phone: _____

Date of Shelter Use: _____

Rental Fee Received: _____

\$ _____ Deposit Received: _____

\$ _____ Deposit Returned: _____

Date Key Issued: _____

Key Issued To: _____

Date Key Returned: _____

Park Shelter Reserved
(Please Circle One)

Trailhead Park Shelter

Daily Rental - \$25.00, Deposit \$25.00
Total - \$50.00

Trailhead Band Shell

Daily Rental - \$100.00, Deposit \$100.00
Total - \$200.00

Central Park Shelter East

Daily Rental - \$25.00, Deposit \$25.00
Total - \$50.00

Central Park Shelter West

Daily Rental - \$25.00, Deposit \$25.00
Total - \$50.00

The Renter must sign this Rental Agreement. By doing so, the Renter agrees to adhere to the following requirements, unless special arrangements have been noted by staff on this Rental Agreement, and agrees to accept the consequences for their failure to do so.

A. Reservation. Because of the significant demand for park shelters during the summer months, the Renter's hold on a particular shelter is not official until this Rental Agreement has been completed, and the deposit has been paid. Renters are encouraged to secure an official reservation as soon as possible. Reservations are only made by completion of this form, and presenting to City Hall, 105 Maple Street. A copy of this agreement is available at City Hall and houston.govoffice.com. The Shelter Rental Calendar may serve as a guide to availability.

B. Cancellation. If the Renter cancels their reservation at least three months in advance of the reserved date, 100% of their Deposit will be refunded. If cancelled with less than three months' notice, the Deposit will not be refunded, but the Renter will have no further obligation. Since a late cancellation means that another renter will not likely be found for the date reserved, there are no exceptions to this policy.

C. Park hours. Since Houston's parks are located in residential neighborhoods, Renters are permitted to use the rented facilities between the hours of 8:00 a.m. to 10:00 p.m. Renters may be ejected from the facilities during the hours not permitted.

D. Alcohol. The Renter will be subject to ejection and prosecution for the consumption of intoxicating beverages by minors, whether it is occurring with or without the Renter's knowledge. Absolutely no sale of intoxicating beverages is permitted. The Renter shall indemnify and hold the City harmless for any liability introduced by the consumption of alcoholic beverages upon city property during the rental period.

E. Nuisance. The Renter is responsible for the conduct of guests during the rental period, and if anyone causes a public nuisance may, at the discretion of the Police Department, be grounds for ejection from the facilities.

F. **Parking.** Parking is permitted on-street or in designated areas only. Overnight parking is prohibited.

G. **Trash.** Trash containers will be provided; Renters must ensure that all refuse is placed in these containers. City employees will dispose of trash in the containers at the end of the event.

H. **Keys.** Keys to the park facilities must be returned to City Hall the next business day immediately following the rental date. Renters shall be responsible for the cost of replacing lost or damaged keys, or re-keying the facilities. If preferred, Renters may return the key by depositing it in the night drop box located at City Hall.

I. **Damage and deposit.** There is a deposit required in addition to the rental fee, which shall be returned only if City staff determines that all conditions of this Rental Agreement have been met. The Renter's responsibility shall not be limited to the amount of the deposit. In the event of a violation of this Rental Agreement, the deposit may be retained to recover the administrative cost of recovering damages from the Renter, which shall be in addition to the deposit amount.

J. **Minimum age.** Renters must be at least 18 years of age, and the event must be supervised by a responsible adult 18 years of age at all times.

K. **Facilities rented.** The City's park system requires a substantial annual maintenance cost, with most of the usage occurring on weekends. Most of the events for which shelters are rented also occur on weekends. The Renter is advised that the facilities for which rental fees are paid, reserves only the park shelter. The only rest rooms for each park are located by these shelters; so all patrons must share them respectfully. If a Renter encounters a conflict they are encouraged to contact the Police Department's non-emergency number, 896-3076 or 896-4033.

L. **Rate increases.** The rental rates are subject to change at any time, but generally the Park & Recreation Board reviews all fees in rates in December of each year. If the rental rate is increased between the date that a park shelter is reserved and the date of your event, the new rates shall still apply.

M. **Light bulbs.** Please bring your own light bulbs for evening and nighttime events. About 4 light bulb sockets are in each shelter; standard 75 - 100 Watt bulbs are acceptable.

N. **Refunds.** *There are no refunds in part or in whole of rental fees, whether due to inclement weather, messy facilities, or for any other reason. At times the shelters are rented for several consecutive days by different patrons, so the condition of the shelter is dependent upon how well the previous renter adheres to this Rental Agreement. If the facility has not been adequately cleaned when the Renter takes occupancy, they are encouraged to photograph the preexisting condition to assist the City in dealing with that previous renter. The current Renter will be expected to leave the shelter and grounds in good condition at the end of their event.*

Signature: _____ Date: _____

*****Office Use Only*****

City Staff Notes: _____

