



CITY OF HUTCHINS
400 N JJ Lemmon Rd, Hutchins, Texas 75141

SPECIAL EVENTS AGREEMENT

RESIDENT _____	NON-RESIDENT _____	DL# _____
Name of Organizer: _____		
Address _____	City _____	Zip _____
Phone # _____	Work # _____	
Date of Event _____	Time _____	
Type of Event _____		

PLEASE READ AND INITIAL AFTER EACH LINE

1. The Applicant acknowledges that hosting a special event or rental of a park facility is subject to the rules and fees required by City of Hutchins Code of Ordinances and Special Events Policy. The Applicant has read and understands the special events and park facilities rental policy and shall adhere to and enforce all rules, regulations, and policies during the reservation with the City of Hutchins, Texas (the "City").

2. Tendered herewith is the sum of \$_____ for hourly rental and/or other fees not yet paid in accordance with the fee schedule, and \$_____ for a clean-up and damage deposit. The City reserves the right to ask for all fees and deposits in money order and/or cashier's check. _____
3. The Applicant shall be responsible for any damage to the premises and for clean-up of the premises after the special event. If any additional clean-up or repairs are necessary, corresponding fees shall be withheld from the deposit to pay the cost thereof. Any cost in excess of the deposit shall be borne by Applicant and the City may seek recovery of any such additional cost in the manner provided by law. _____
4. The Applicant is responsible for any loss or damage suffered by the City or its affiliates as a consequence of special event activities. This includes, but is not limited to, damages to the premises, fixtures, fittings, furniture, equipment, call-out fees for false alarms, and loss of income. _____
5. The Applicant agrees to vacate the premises immediately upon conclusion of the special event/rental period specified above. Clean-up shall be completed prior to exiting the premises. The Applicant shall receive their refund via mail within ten (10) business days following the event. Refund of deposits is

subject to charges due to damages or need for further clean-up found by City staff, and if all applicable ordinances were followed. _____

6. **CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SPECIAL EVENT OF APPLICANT PURSUANT TO THIS AGREEMENT. APPLICANT HEREBY WAIVES ALL CLAIMS AGAINST CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "CITY") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE NEGLIGENCE OR WILLFUL MISCONDUCT OF CITY. APPLICANT AGREES TO INDEMNIFY AND SAVE HARMLESS CITY FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY APPLICANT'S NEGLIGENT PERFORMANCE OF THE SPECIAL EVENT UNDER THIS AGREEMENT OR BY REASON OF ANY ACT OR OMISSION ON THE PART OF APPLICANT, ITS OFFICERS, DIRECTORS, SERVANTS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, SUBCONTRACTORS, LICENSEES, SUCCESSORS, PARTICIPANTS, OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO SOLE NEGLIGENCE OF CITY). IF ANY ACTION OR PROCEEDING SHALL BE BROUGHT BY OR AGAINST CITY IN CONNECTION WITH ANY SUCH LIABILITY OR CLAIM, APPLICANT, ON NOTICE FROM CITY, SHALL DEFEND SUCH ACTION OR PROCEEDINGS AT APPLICANT'S EXPENSE, BY OR THROUGH ATTORNEYS REASONABLY SATISFACTORY TO CITY. APPLICANT'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY APPLICANT UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.** _____
7. The Applicant shall not sublease the reservation, and either the Applicant or Applicant's representative approved by the City shall remain at the event site for the entire duration of the event. _____
8. Failure of the Applicant to enforce and comply with municipal rules and policies may lead to forfeiture of deposit, loss of rental fees, loss or cancellation of current and future use of City owned facilities, and may cause the Applicant to be held liable for damages or prosecution. _____
9. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in Dallas County, Texas, unless the subject matter of the dispute is required by law to be filed in federal court, in which case the venue shall be in the United States District Court for the Northern District of Texas (Dallas Division). The Applicant and City agree to submit to the personal and subject matter jurisdiction of said court. _____
10. Applicant and City agree that City has not waived immunity by entering into and performing their respective obligations under this Agreement. _____
11. Failure to adhere to the Code of Ordinances and Special Events Policy shall result in a 100% loss of deposit. _____

I HAVE READ AND UNDERSTAND THE RULES AND INFORMATION ABOVE AND SHALL ABIDE BY THEM.

Signature of Applicant

Date

OFFICE USE ONLY

Confirmed by _____ **Date** _____

Money Order No. _____ **Cashier Check No.** _____

Amount \$ _____ **Rental \$** _____ **Deposit \$** _____

Received By _____

By signing below, I , James W. Quin, City Administrator of the City of Hutchins, certify that all application requirements have been met by the Applicant, including payment of fees in full and approval of each department director on the Special Events Review Committee. By signing this document, I give written authorization for the event to proceed as documented by the Applicant during the application process.

Signature

Printed Name and Title

Date