



CITY OF SWEENY

Rev. o (4/2/2020)

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NON PROFIT USAGE OF CITY PARKS/ CITY HALL PARKING AREA

Non-Profit Group Name _____ Group Representative _____

Mailing Address: _____ Contact Number _____

Representative's Drivers License Number _____

*Must submit a copy of Drivers License along with application

Usage Area Requested:

_____ Backyard Park

_____ Chick Anderson "Gazebo" Park

_____ MLK Park

_____ Exa Mae Keller Park

_____ City Hall Parking Area

Date/s of Usage: _____ Time Requested Start: _____ End: _____

Type of Activity: _____

1. Requests for the usage are to be made at least one week in advance.
2. Usages not to exceed 72 hours for the selling of goods and/or merchandise.
3. Applicants for the usage also agree to indemnify and hold harmless the City of Sweeny from any liabilities of expense resulting from personal injury no matter the cause of such injury during usage.
4. All groups agree to assume all responsibility for any damages or injuries done to the premises as a result of their usage.
5. Alcohol is prohibited on city property.
6. All parties must be off the premises by dark.
7. Lessee is responsible for the removal of any trash debris and clean- up of facility.
8. There are no restroom facilities on site for the parks and/or city hall. Restroom facility at the Backyard Park is open during park hours.
9. All hoses, equipment for carwashes, must be supplied by the renter.
10. Copy of Drivers License is required to be submitted along with this application.
11. All renters must be 21 years of age or older.
12. I have read the rules and regulations stated above, I understand them, and I will abide from them.

Signature: _____ Date: _____

City Representative: _____ Date: _____

Has Driver License Copy been received?

Yes No

Has Indemnity Agreement been signed?

Yes No

**** The city reserves the right to cancel any reservations****



Non-Profits Usage of City Property

Any usage of city parks or the city hall parking area is restricted to usage for only non-profits to sell goods and/or services. Non-profits must fill out an indemnity hold harmless agreement prior to scheduled usage. Property usages may include the sales of goods/merchandise in the form of carwashes, peddlers, fundraisers, parties, weddings and/or receptions, etc. This information should be regarded as informational and not as an exclusive list. The sales of goods/merchandise may also require city, county, or state permit, and adhere to all applicable local, state, and federal laws. Please refer to the City website or handout attached to all rental applications/indemnity agreements for further information. There is no charge for non-profit usage of any city park or the city hall parking area.

Before a date can be reserved for usage of city property a facility rental agreement, including the indemnity clause, must be completed. All events are subject to inspection by the Sweeny Police Department. The renter is responsible for all actions of their guests and will be held responsible for any complaints, damages, or rule/law violation that may occur. Failure to abide by the rules may result in forfeiture of your deposit and termination of your event. Lease agreement rentals for non-profits are not to exceed seventy-two (72) hours.

All scheduled usages will receive a copy of their rental agreement and a handout concerning food vendors and possible permits required.

The Community Center is available for exclusive rental. For scheduling, please submit application, rental fees, and deposit to City Hall. See specific rental application for further information.

The current established fees are below:

Chick Anderson "Gazebo" Park	Non-Profit Group usage of selling goods/ merchandise must complete lease agreement. Rental fee of \$25.00 and \$25.00 damage deposit is waived for non-profit usage.
City Hall Parking Area	No Rental Fees; (Carwashes/Bake Sales/etc.); Non-Profit Group usage of selling goods/ merchandise must complete lease agreement.
Backyard Park	No Rental Fees; First Come First Serve Basis; Non-Profit Group usage of selling goods/merchandise must complete lease agreement.
MLK Park	No Rental Fees; First Come First Serve Basis; Non-Profit Group usage of selling goods/merchandise must complete lease agreement.
Exa Mae Keller Park	No Rental Fees; First Come First Serve Basis; Non-Profit Group usage of selling goods/ merchandise must complete lease agreement.

MEMORANDUM OF AGREEMENT

This memorandum of agreement is made this ____ day of _____, 20____,
between the City of Sweeny, Texas, a municipal corporation of the State of Texas,
hereafter referred to as City, and _____ (NON-PROFIT
GROUP NAME), hereafter referred to as Second Party:

WITNESSETH:

Second Party has requested use of the _____ (specified
location) and

Second Party acknowledges that he will be an independent renter and agrees to
assume any risk of injury or liability which may arise from the use of the
_____ (specified location).

NOW THEREFORE, BE IT REMEMBERED BY THE PARTIES:

The City hereby grants permission to Second Party for the use of the
_____ (specified location) at the times and dates established
by the City.

Second Party agrees to follow and abide by all rules established by the City in the
use of the _____ (specified location).

For the consideration for being allowed to use the
_____ (specified location) as specified herein, Second Party
agrees to be responsible for any and all damages which may occur to the City, Second
Party, or to employees, agents or others who are working for Second Party, or to any
member of the general public occupying, as a result of the actions of Second Party in the
use of the _____ (specified location). Therefore, in consideration

for this agreement and other good and valuable consideration, hereby acknowledged as received, Second Party (hereinafter known as Indemnitor) hereby agrees to indemnify and hold harmless THE CITY OF SWEENY (hereinafter known as Indemnitee) from and against any and all liability or loss that the City, or the Indemnitor, his agents, servants or employees, or the general public, may sustain as a result of claims, demands, costs or judgments, including attorney's fees, arising from any injury to any person, including Indemnitor, or property, including that owned by Indemnitor, as a result of the usage of the _____ (specified location).

City and Second Party agree to cooperate in executing any further documents or performing any other work necessary to complete this agreement.

CITY OF SWEENY

Second Party NON-PROFIT Group Name

Second Party's Representative Printed

Second Party's Representative's Signature

Second Party's Contact Number

Date/s of Usage _____

Approximate Times of Usage _____

Will Non-Profit Group be Selling Goods/Merchandise on City Property? Yes No



DO I NEED A PERMIT FOR SELLING ITEMS AND/OR FOOD IN THE CITY?

***ANY VENDOR** (person, group, craft, food, homegrown, cook-off groups, etc. selling food within the city limits) **will be required** to fill out and sign a Hold Harmless Indemnity Agreement with the City of Sweeny when located **on city property**. This information should be regarded as informational and is not an exclusive list. Please consult legal counsel and the Government Code for more precise information.

***Vendors may require one of the below permits depending on the type of item or service offered.

- **HOME GROWN** food products are exempt from city permits.
The term home grown means a food product locally grown in a garden, orchard, or field.

- **COTTAGE FOOD** products are required to obtain a **Food Handlers Safety Certification** per the Health and Safety Code, Chapter 438(D). Cottage Food Production Operators are those individuals operating out of an individuals' home. Products must be pre-wrapped and labeled according to the Texas Administrative Code Section Chapter 229 and the Texas Department of State Health Services. <http://www.statutes.legis.state.tx.us/Docs/HS/htm/HS.438.htm#D>
For further information please visit the below.
[Frequently Asked Questions about Cottage Food Production Operations \(texas.gov\)](#)

- **TEMPERATURE CONTROL FOODS (TCS)** are required to obtain the below. This includes any food cooked onsite that is required to stay hot or cold to prevent spoilage.
 - Food Handlers Safety Certification
 - Brazoria County Food Establishment Permit or Temporary Food Establishment Permit.
<https://www.brazoriacountytx.gov/home/showpublisheddocument?id=11377>

- **TEMPORARY MOBILE FOOD UNIT PERMITS (24-hour permit)**
Required to comply with all City ordinances, State and County requirements including:
 - Written Statement of Allowance from Property Owner
 - Brazoria County Health Permit
 - Sweeny Fire Marshal Annual Inspection
 - ** Vehicle can be no more than five (5) years old
 - Indemnity Hold Harmless Agreement for City Property Usage during City Sponsored Events

- **CITY PEDDLER PERMIT REQUIRED:**
Any person, partnership, firm, or corporation going from house to house or from place to place in the city soliciting, exhibiting, selling, canvassing for or taking orders for or offering to sell or take order for any goods, wares, merchandise, foods and subscriptions to magazines, publications, newspapers, photographs or services. Also includes services upon or from a vehicle, whether on the streets or from any property, whether public or private. Anyone soliciting orders.

- **EXEMPT FROM CITY PEDDLER PERMITS:**
 - Sales of goods by a non-profit organization that proceeds are applied to charitable purposes.
 - Insurance salesman, real estate salesman, other professionals licensed by the State
 - Daily deliveries of newspapers, homegrown foods, or cottage food products.
 - Political campaigning or representatives of religious organizations
 - Lemonade sales by children on PRIVATE property
 - City Sponsored Events ONLY



City Park Rules

The following rules apply at all city parks:

1. All Parks close at dark. Parks are closed daily from 10:00 p.m. to 5:00 a.m.
2. Unlawful firearms are not permitted.
3. Do not use equipment improperly.
4. No bare feet; use proper footwear.
5. Adult supervision is requested.
6. No alcoholic beverages. Alcohol is prohibited on City property.
7. No glass containers.
8. No disturbing the peace. No loud music. No Profanity.
9. All pets must be on a leash. Please clean up after your pet.
10. The city is not responsible for accidents.

Under City Ordinance (Section 95.03 & 95.15), violators may be prosecuted for violations of these rules.



All groups using the parks agree to assume all responsibility for any damages or injuries done to the premises as a result of their usage.

Lessee is responsible for the removal of any trash debris and clean-up of park facility.

Port A Cans are allowed at the Gazebo if rented, at the renters' expense. Maximum number of 2 cans allowed. Must be delivered the day of function and removed first business day after by noon. The city is not responsible for any port a cans, damages, or scheduling conflicts. Keep in mind that they would be on public property making them available to the public.