

**CITY OF TOMBALL
ADMINISTRATIVE POLICIES, RULES AND PROCEDURES**

SUBJECT PARK FACILITY RESERVATION APPLICATION (Railroad Depot Gazebo, Juergens Park Pavilion, Jerry Matheson Park Pavilion, Theis Attaway Nature Center)	NUMBER: 23	EFFECTIVE DATE: November <u>17</u> -3, 2025	PAGE 1 OF <u>X</u>4
	REVISED: November <u>173</u> , 2025	APPROVED BY CITY MANAGER: November <u>173</u> , 2025	
	SUPERSEDES: August 5, 2019 <u>November 3,</u> <u>2025</u>	APPROVED BY CITY COUNCIL: November <u>173</u> , 2025	

Applications accepted for following Park Facilities:

- **Railroad Depot Gazebo**
- **Juergens Park Pavilion**
- **Jerry Matheson Park Pavilion**
- **Theis Attaway Nature Center**

Priority use of park facilities is available by reservation only. Reservations may be made by contacting the City of Tomball. Use of facilities for profit making purposes is strictly prohibited.

INDEMNIFICATION

INDEMNIFICATION. LICENSEE agrees that it will indemnify and save the CITY harmless of, from and against any and all claims, demands, actions, damages, losses, costs, liabilities, expenses and judgments (hereinafter "claims") recovered from or asserted against CITY on account of injury or damage to persons or property to the extent that any such damage or injury may be incident to, arise out of, or be caused, either proximately or remotely, in whole or in part, by an act, omission, negligence or misconduct on the part of LICENSEE or any of its agents, servants, employees, contractors, patrons, guests, licensees or invitees or of any other person entering upon the LICENSED PREMISES with the express or implied invitation or permission of LICENSEE, or when and such injury or damage is the result, proximate or remote, of the violation by LICENSEE or any of its agents, servants, employees, contractors, patrons, guests, licensees or invitees of any law, ordinance or governmental order of any kind, or when any such injury or damage may in any way arise from or out of the occupancy or use by the LICENSEE, its agents, servants, employees, contractors, patrons, guests, or invitees. LICENSEE further expressly covenants and agrees to protect, defend, indemnify, and hold harmless the CITY from all claims based upon alleged joint and/or concurrent negligence of the CITY and LICENSEE arising out of or incident to LICENSEE's occupancy or use of the LICENSED PREMISES. LICENSEE covenants and agrees that in case CITY shall be made a party to any litigation commenced by or against LICENSEE or relating to this LICENSE or to the LICENSED PREMISES, then LICENSEE shall and will pay all costs and expenses, including reasonable attorney's fees and court costs, incurred by or imposed upon CITY by virtue of any such litigation.

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☐*Resident verification:_____(city staff) ☐Facility Inspection Verification:_____(city staff)

(Resident must present City of Tomball Utility Bill for verification)

Railroad Depot Gazebo (201 S. Elm)

- Reservations are for the Gazebo only.
- Renters must provide their own tables and chairs.

☐*RESIDENT

☐\$ (Refundable) Park Reservation Maintenance Fee

☐1/2 DAY \$50.00 (8am-2pm) or (4pm-10pm)

☐ALL DAY \$100.00(8am-10pm)

☐NON-RESIDENT

☐\$ (Refundable) Park Reservation Maintenance Fee

☐1/2 DAY \$100.00 (8am-2pm) or (4pm-10pm)

☐ALL DAY \$125.00(8am-10pm)

Juergens Park Pavilion (1331 Ulrich)

- Reservations are for the pavilion only.
- Renters may obtain keys to the interior of the park, but area is to be used for temporary access for setup and clean up.
 - Vehicles must not remain in the interior of the park.

☐*RESIDENT

☐\$ (Refundable) Park Reservation Maintenance Fee

☐1/2 DAY \$50.00 (8am-2pm) or (4pm-10pm)

☐ALL DAY \$100.00(8am-10pm)

☐NON-RESIDENT

☐\$ (Refundable) Park Reservation Maintenance Fee

☐1/2 DAY \$100.00 (8am-2pm) or (4pm-10pm)

☐ALL DAY \$125.00(8am-10pm)

Jerry Matheson Park Pavilion (1240 Ulrich)

- Reservations are for the pavilion only.
- Reservations that intend to use the pool must contact the Pool Manager in advance to confirm availability for their party.

☐*RESIDENT

☐\$ (Refundable) Park Reservation Maintenance Fee

☐1/2 DAY \$50.00 (8am-2pm) or (4pm-10pm)

☐ALL DAY \$100.00(8am-10pm)

☐NON-RESIDENT

☐\$ (Refundable) Park Reservation Maintenance Fee

☐1/2 DAY \$100.00 (8am-2pm) or (4pm-10pm)

☐ALL DAY \$125.00(8am-10pm)

Theis Attaway Nature Center Amphitheater (13509 Theis Lane)

- Catch and release fishing.
- No cast nets.

☐*RESIDENT

☐\$ (Refundable) Park Reservation Maintenance Fee

☐1/2 DAY \$50.00 (8am-2pm) or (4pm-10pm)

☐ALL DAY \$100.00(8am-10pm)

☐NON-RESIDENT

☐\$ (Refundable) Park Reservation Maintenance Fee

☐1/2 DAY \$100.00 (8am-2pm) or (4pm-10pm)

☐ALL DAY \$125.00 (8am-10pm)

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*Resident: For the purposes of this application, a "resident" is defined as an individual who resides within the City of Tomball city limits and pays utility services to the City of Tomball.

A convenience fee, in accordance with the City of Tomball Master Fee Schedule, will be applied to all Visa, MasterCard and American Express payments the non-refundable rental fee.

A debit or credit card must be provided with the rental application and may be charged for any damage or cleaning cost associated with the rental facility.

Renters Information:

Date Requested:_____ Time:_____ Number of People Expected:_____

Organization:_____ Type of Event:_____

Contact Person:_____

Email:_____ Phone:_____ Home Address:_____ City:_____

_____ St. _____ Zip: _____

Option One:

Acknowledgment of Park Rules and Maintenance Responsibilities

☐ I have read and understand the Park Rules and Regulations.

☐ I acknowledge that I am responsible for cleaning the rental area after use.

☐ I understand that if the park facility is not properly cleaned or is damaged, my Park Reservation Maintenance Fee will not be refunded.

☐ I agree to be financially responsible for any costs incurred by the City resulting from damage or failure to clean the facility.

☐ I understand that, provided the facility is clean and free of damage, the Park Reservation Maintenance Fee will be refunded by check within 30 days following the reservation.

☐ I understand that I am responsible for ensuring all park rules and regulations are followed, and that any violation may result in denial of future reservation requests for myself or the organization I represent.

Name: _____

Signature: _____

Date: _____

Option Two:

Acknowledgment of Park Rules and Maintenance Responsibilities

☐ I have read and understand the Park Rules and Regulations.

☐ I acknowledge that I am responsible for cleaning the rental area after use.

☐ I understand that I am responsible for ensuring all park rules and regulations are followed, and that any violation may result in denial of future reservation requests for myself or the organization I represent.

Name: _____

Signature: _____

Date: _____

CITY OF TOMBALL
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SUBJECT

**PARK FACILITY
RESERVATION APPLICATION**
(Railroad Depot Gazebo, Juergens
Park Pavilion, Jerry Matheson Park
Pavilion, Theis Attaway Nature
Center)

NUMBER:

23

EFFECTIVE DATE:

November ~~173~~,
2025

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REVISED:

November ~~173~~,
2025

APPROVED BY CITY MANAGER:

November ~~173~~, 2025

SUPERSEDES:

~~August 5,~~
~~2019~~November 3,
2025

APPROVED BY CITY COUNCIL:

November ~~173~~, 2055

Confirmation of Park Reservations by signature below only. Application subject to a 24-hour application review period prior to approval by the City.

City of Tomball: _____ (City Staff) Date: _____

Debit/Credit Card Information (for damage or cleaning):

Name on Card: _____ Card Number: _____

Card Expiration: _____ Security Code: _____

Address: _____ City: _____ St.: _____ Zip: _____

By signing below, I acknowledge that I have read the Park Rules and Regulations and understand that I am responsible for cleanup. If the Park is not cleaned up or has been damaged, I will be subject to all costs incurred by the City for cleaning or to make any needed repairs, which will be charged to my debit or credit card on file. I am also responsible to make certain that all rules and regulations are followed and am aware that violation of the rules and regulations could prohibit future applications for reservations by me or the organization I am representing.

Signature: _____ Date: _____

Confirmation of Park Reservations by signature below only! Application subject to a 24 hour application review period prior to approval by City Administration.

City of Tomball: _____ (City Staff) Date: _____

PLEASE KEEP YOUR CONFIRMATION READILY AVAILABLE FOR PROOF OF RESERVATION

City of Tomball
501 James Street, Tomball, Texas 77375
Phone: (281) 290-1400
After hours, Police Department Dispatch: (281) 351-5451

Debit/Credit Card Information):

Name on Card: _____ Card Number: _____

Card Expiration: _____ Security Code: _____

Address: _____ City: _____ St.: _____ Zip: _____

I have read and understand the Park Rules and Regulations. I acknowledge that I am responsible for cleaning the rental area after use. If the park facility is not properly cleaned or are damaged, I agree to be financially responsible for any cost incurred by the City. I also understanding that I am responsible for ensuring all rules and regulations are followed, and that any violation may result in denial of future reservation request for myself or the organization I represent

Card information provided will be used for payment of the non-refundable rental fee and will be retained and may be charged for any damage or cleaning cost associated with the rental facility.

Signature: _____ Date: _____

City of Tomball: _____ (City Staff) Date: _____

