



Town of Sunnyvale  
Parks Department

Date received: \_\_\_\_\_

Received by: \_\_\_\_\_

**Town Center Park Use Application**

127 N. COLLINS RD., SUNNYVALE, TX 75182

Applicant Name(s): \_\_\_\_\_

Applicant Address: \_\_\_\_\_

City: \_\_\_\_\_ ST: \_\_\_\_\_ Zip: \_\_\_\_\_ Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_ Email Address: \_\_\_\_\_

Organization Name: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ ST: \_\_\_\_\_ Zip: \_\_\_\_\_

**Time and Date Desired: All rentals must end by 9 p.m.**

Event Date: \_\_\_\_\_, 20\_\_\_\_. Time: \_\_\_\_\_ am pm to \_\_\_\_\_ am pm Hours: \_\_\_\_\_

Type of event or activity: \_\_\_\_\_ Total number of attendees: \_\_\_\_\_

Liability Insurance Required? Yes / No Is there a charge? Yes / No Resident \_\_\_\_\_ Non-Resident \_\_\_\_\_

**Trash must be gathered, bagged and placed at trash receptacles placed in the park (by the rental applicant).**

**Failure to thoroughly clean facilities will result in forfeiture of agreement deposit.**

**Your rental is NOT guaranteed until confirmed and full payment is received.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**OFFICE USE ONLY**

Parks Director approval: \_\_\_\_\_ Date confirmation sent: \_\_\_\_\_  
Rental amount received: \$ \_\_\_\_\_ Receipt #: \_\_\_\_\_ Deposit: \$ \_\_\_\_\_  
Deposit amount refunded: \$ \_\_\_\_\_ Refund date: \_\_\_\_\_ By: \_\_\_\_\_  
Type of Residency ID Provided \_\_\_\_\_ Copy Made? Yes \_\_\_\_\_ No \_\_\_\_\_

**AGREEMENT:** The signatory hereby makes application to the Town of Sunnyvale for the use of Town facilities described on the reverse side of this form and certifies that the information given is correct. The signatory further states that he/she has the authority to make this application and agrees to all of the rules and regulations of the Town of Sunnyvale. The applicant agrees to exercise the utmost care in the use of Town premises and property.

**EVENT RELEASE AND INDEMNITY AGREEMENT:** In consideration of the Town of Sunnyvale's acceptance of this reservation application, Applicant and Applicant's heirs, executors, administrators and assigns, forever release and discharge the Town of Sunnyvale and any and all public officials, directors, officers, employees and agents of the Town of Sunnyvale (the "Town of Sunnyvale, et al"), from any and all liability, claims, demands or causes of action that Applicant and/or attendees of the Applicant's event may hereafter have for injuries, death, or damage resulting from participating in the meeting and/or event at Town Center Park for which this reservation is made. Applicant attests and verifies that Applicant assumes the risk of death or injury and that Applicant assumes and will pay medical and emergency expenses in the event of an accident, illness or other incapacity, regardless of whether Applicant has authorized such expense. Applicant further agrees that Applicant WILL NOT SUE OR MAKE CLAIM AGAINST the Town of Sunnyvale, et al for damage of losses sustained as a result of activities directly or indirectly related to the use of Town Center Park. Applicant also AGREES TO PROTECT, DEFEND, INDEMNIFY AND SAVE AND FOREVER HOLD HARMLESS the Town of Sunnyvale, et al from all claims, lawsuits, judgements and costs, including but not limited to, attorney's fees, to reimburse them for any expenses whatsoever incurred in connection with any action resulting from the use of Town Center Park, EVEN IF SUCH DAMAGES AND LOSSES ARE CAUSED BY THE NEGLIGENCE, STRICTLY LIABLE ACT OR OMISSION OR OTHER FAULT OF THE TOWN OF SUNNYVALE, ET AL OR THE PUBLIC OFFICIALS, DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS OF SUCH TOWN OF SUNNYVALE, ET AL. The provisions of this paragraph are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person entity.

**CERTIFICATE OF INSURANCE:** All facility users that are required by the Town's General Rules and Regulations to provide event insurance shall provide evidence of General Liability Insurance for not less than \$1,000,000 combined single limit bodily injury and property damage coverage or \$500,000 per person/\$1,000,000 per occurrence property damage. The Town of Sunnyvale will be named as an additional insured by endorsement.

Smoking is prohibited in all Town facilities. Alcoholic beverages are prohibited in all Town facilities.

Lessee or their agents or employees shall at all times strictly comply and abide by all laws and ordinances (including federal, state, county and city) applying to or affecting the use and occupancy of Town facilities.

Lessee shall be responsible for securing and costs of any personnel needed for the operation and security within the facility and its premises as deemed necessary by the Town.

A security deposit may be assessed at the discretion of the Town and part or all of the deposit may be retained for failure to comply with policies of the facility.

Lessee shall not sublease or assign the permit or any portion thereof without the written permission of the Town.

The Town of Sunnyvale has the right to cancel an approved request or revoke the right of the use of any Town facility to any group or individual when:

- Said group or individual has shown sufficient disregard for the policies of the Town,
- It is deemed necessary for the concern of the health, safety, and welfare of the user, guest, or the general public,
- Is in the best interest of the Town of Sunnyvale,
- Necessary maintenance and/or repairs must be made.

I (We) have read and understand the rules and regulations for the leasing of Town facilities. I (We) understand that I (we) are responsible for any damage(s) that may occur during our lease period, and that the security deposit, in whole or part, may be forfeited to the Town of Sunnyvale if it is determined that the rules and regulations were not followed, damage occurred, or facilities were left in poor condition.

\_\_\_\_\_  
Lessee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Lessee

\_\_\_\_\_  
Date

## GENERAL RULES AND REGULATIONS FOR TOWN CENTER PARK

Applicant shall, at all times, comply with the park reservation policy as set forth below:

- (a) Applicant acknowledges having read the rules and regulations.
- (b) The facilities may be reserved seven (7) days a week from 8 a.m. – 9 p.m. All events must conclude by 9 p.m.
- (c) Proof of residency will be required at the time the reservation is made. This will include a valid Texas Driver's License and a current water bill.
- (d) Non-residents may request to rent the park within two (2) weeks of the rental date if the facility is available, and may only rent the park one (1) time per month.
- (e) Payments, including security deposit, must be paid in full at the time the reservation is made, or the reservation will not be scheduled. After payment has been received, the reservation will be posted on-site in the event box.
- (f) The Parks Director & Facilities Director will be the contact person for events planned on the premises of Town Center Park. Reservations may be made Monday – Friday from 8 a.m. – 5 p.m.
- (g) Applicant shall forfeit the security deposit, in whole or part, to the Town of Sunnyvale if staff determines that the applicant did not follow the rules for usage of the park facility.
- (h) Trash must be gathered and placed at the trash receptacles placed throughout the park. Any additional cleanup completed by the park maintenance staff will result in forfeiture of the security deposit. The Town of Sunnyvale reserves the right to bill the rental applicant for costs incurred as a result of additional cleanup if the facility is left in poor condition. Leaving the facility in poor condition may lead to the loss of the ability to reserve the facility in the future.
- (i) The facility will be inspected for any damages after the completion of the reservation. If no damages or additional charges exist, the security deposit will be refunded within thirty (30) days.
- (j) The use of alcohol or tobacco is prohibited on Town property. If evidence of alcohol or tobacco products are found on the premises, the security deposit will not be refunded, and future rentals will not be allowed.
- (k) Inflatables, climbing walls, or other similar temporary structures are allowed only in designated areas of the property near the pavilion. A reservation is required to set up an inflatable, climbing wall or other similar temporary structure in the park. If such temporary structures are used, Lessee is required to provide General Liability Insurance for not less than \$1,000,000 combined single limit bodily injury and property damage coverage or \$500,000 per person/\$1,000,000 per occurrence property damage with the Town of Sunnyvale listed as an additional insured. This certificate must be presented to the Utility Clerk at least one (1) week prior to the scheduled reservation.
- (l) Park amenities include: parking area, covered playground, restroom, water fountains, (1) 40' X 60' pavilion with picnic tables, (2) 16' X 16' pavilions with picnic tables, (2) tennis courts with lights, park benches, (1) basketball/multipurpose court, charcoal grills, exercise equipment, ¾ mile hike/bike trail, pet waste disposal stations, and a fishing pond with catfish, bluegill, bass, and bream (catch and release only).

(m) As of July 26, 2021, the Town will not accept rental/reservation requests for the tennis and basketball courts to be rented or reserved. They will be first come, first serve during normal park hours of operation.

**Fee Schedule:**

Resident	\$100 Security Deposit (refundable) \$25 per hour (for pavilion)
Non-Resident	\$150 Security Deposit (refundable) \$90 per hour (for pavilion)