

## **General Terms and Conditions**

**The following terms and conditions apply to all facility reservations within the City of Round Rock Parks and Recreation Department and are the responsibility of the renter.**

Renter Age Requirements: Renter must be 21 years of age or older at the time of reservation. We reserve the right to require the renter to show proof of age (state issued driver's license or identification card).

Renter Requirements: Facility use is allowed by the renter during the hours specified on the agreement. Access to the facility before or after the time specified on the agreement is not permitted. All set-up and clean-up (including equipment delivery and pick-up) must be completed within the hours specified on the agreement unless otherwise approved by the Parks and Recreation Department. The renter must remain on site at all times. The renter assumes responsibility for the facility and any person(s), vendors and hired staff during the hours specified on the agreement.

Parking: Parking and loading/unloading will be allowed in designated areas only. All other areas are subject to towing, i.e. grass, sidewalks, fire lanes, etc., unless otherwise approved by the Parks and Recreation Department.

Special Events/Tournaments/Runs and Walks: These events require additional applications to be filled out. This will be determined by the Parks and Recreation Department and more information will be provided at that time. Additional fees, permits and agreements may be required and will incorporate into and become part of the agreement.

Financial Gain: At no time can a rental space be used to sell or solicit products to anymore. Additionally, at no time can a rental space be used for a fee-based organized event, meeting or gathering.

Entertainment: DJs, Live Music, Petting Zoos, Pony Rides, Clowns, Trains, and Inflatables are allowed in designated areas only. Live animal use must follow the City of Round Rock Code of Ordinances Chapter 8, Articles I-XII. Use of these forms of entertainment must be pre-approved by the Parks and Recreation Department. A Certificate of Liability must be provided for each company hired prior to the event date. Additional fees may be required.

Equipment: The renter must provide all equipment for the event. No staking allowed. Tents, canopies, stage equipment, etc. must be secured with water barrels or sandbags only and are allowed in designated areas only.

Alcohol: Any and all use of alcoholic beverages must be in strict accordance with the Alcoholic Beverage Code of the State of Texas and the City of Round Rock Code of Ordinances, Chapter 4: Alcoholic Beverages, Sec. 4-(1-5). If you intend to consume, sell and/or distribute alcohol, you should consult with the Parks and Recreation Department and T.A.B.C. in advance to ensure compliance with applicable regulations and eligibility. Use of kegs is only permitted outside. No kegs shall be allowed indoors.

Sound and Noise Levels: The guidelines for sound and noise levels are in strict accordance with the City of Round Rock Code of Ordinances Sec. 14-(209-216). A Parks and Recreation Team Member; at their discretion, may require volumes to be adjusted.

Food/Beverage Vendors: Food and beverage vendors must comply with the rules and regulations set forth by the Williamson County and Cities Health District and the Texas Department of Health. Food Trucks are not allowed to drive into any grass area and must park in parking lots only. Vendors are required to cover the ground beneath their area which must include a minimum 3ft perimeter around their area to minimize damage to the concrete.

**Breach of Contract:** Failure to adhere to any of the following, but not limited to, will result in breach of contract and will result in monetary penalties to be deducted from the rental security deposit:

- Renter entering room/facility/pavilion before stated reservation time listed on agreement.
- Renter and guests fail to vacate the premises by the time listed on the agreement. Event must end with enough time to allow for adequate cleaning.
- Failure to complete cleaning duties.
- Renter leaves the premises prior to completion of event and leaves guests unsupervised.
- Breach of alcohol guidelines.
- Use of unauthorized equipment or areas.
- Unsupervised children.
- Damage to room/facility/pavilion and/or equipment.
- Use of unauthorized entrances/exits.
- Not following Parks and Recreation Team Members verbal directions.

### **Park Rules**

Park Hours, 6:00 am - Midnight

The following activities are ***not allowed*** in or around pavilions unless authorized by Parks and Recreation Department Team.

- Parking on the grass, unless designated for additional parking.
- Camping.
- Consumption of alcohol at organized youth sporting events.
- Littering or distributing of handbills.
- Glass containers.
- Unauthorized vendors or professional enterprise activities.
- Please help keep the park clean and tidy up the area after you stay.
- Please keep your dogs on a leash and under your control at all times.
- In case of emergency: Dial 911

### **Pavilion Use Rules**

The following activities are **not allowed** in or around pavilions unless authorized by Parks and Recreation Department Team.

- Removing tables from the pavilion.
- Using crayons, marking pens or spray paint on the floors, tables, etc.
- Use of personal grill within fifteen (15) feet of pavilion.
- Please help us keep damage from fires to a minimum. Please do not leave hot grills unattended and extinguish all fires before leaving.
- Help us keep our park clean and beautiful by placing trash in the appropriate trash receptacles.
- Pavilion use is guaranteed by reservation only. If the pavilion is not reserved, its use is on a first-come, first-serve basis.

### **Restrictions**

- No skateboarding, except at Shaylah Dame Skate Park.
- No personal gas, propane or charcoal grills can be used in a park or facility without prior approval from the Parks and Recreation Department.
- No smoking (including E-Cigarettes) inside any facility or within 15 feet of the facility.

- Animals must always be kept on a leash and are prohibited from fountain areas and the interior of any building. Animals designated as “Service Animals” by the ADA (Americans with Disabilities Act) are allowed.
- No equipment can be left at any facility beyond the term of the agreement.

### **Cancellation Policy**

- Cancellation by the City of Round Rock:
  - Any facility, park, pavilion or pool rental that is cancelled or closed by the City of Round Rock will be fully refunded to the renter.
- Cancellation by Renter:
  - Cancellations 30 days or more in advance renter can receive the rental and deposit fee refund minus a \$25 cancellation fee or a credit for the full amount can be placed on the renter’s account for future use.
  - Cancellations 29-15 days in advance renter can receive a 50% refund of the rental fees and will lose the deposit or a credit of the 50% rental fee can be placed on the renter’s account for future use.
  - Cancellations 14 days or less renter will forfeit all rental and deposit fees.

\*Credits placed on the renter’s account for future use must be used with the City of Round Rock within 1 year. Renter can request a payout in the form of a check. A \$25 cancellation fee will be processed if the full amount was credited to the account.

### **Deposit Refund**

The deposit will be refunded according to the original form of payment, unless a change was made to the agreement, or paid cash, then it will be refunded by check, provided the terms of the agreement have been met in full. Fees assessed will be deducted from the deposit and billed if they exceed the deposit amount.