



4403 Hwy 3, Dickinson, TX 77539  
Office Hours: Mon-Thurs 7:30-5:30; Friday - 7:30-Noon  
[www.ci.dickinson.tx.us](http://www.ci.dickinson.tx.us)

Application # \_\_\_\_\_

### GROUND & FACILITY USE APPLICATION

All Associations, organizations and individuals will be required to submit written requests for use of grounds and facilities at least ten (10) days prior to the beginning of anticipated facility use.

Event Name: \_\_\_\_\_

Name of Applicant: \_\_\_\_\_

Company/Organization Name (if applicable): \_\_\_\_\_

Individual/Tax-Exempt For-Profit or Commercial: \_\_\_\_\_

(attach proof of current tax-exempt/non-profit status, including IRS form 990)

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

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

Cell Phone: \_\_\_\_\_ Other Phone: \_\_\_\_\_

Event Date(s): \_\_\_\_\_ Start Time: \_\_\_\_\_ End Time: \_\_\_\_\_

Event Date(s): \_\_\_\_\_ Start Time: \_\_\_\_\_ End Time: \_\_\_\_\_

Event Date(s): \_\_\_\_\_ Start Time: \_\_\_\_\_ End Time: \_\_\_\_\_

Event Day Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Set-Up Date: \_\_\_\_\_ Start Time: \_\_\_\_\_ End Time: \_\_\_\_\_

Breakdown Date: \_\_\_\_\_ Start Time: \_\_\_\_\_ End Time: \_\_\_\_\_

Property/Facilities Requested:

Type of event: \_\_\_\_\_ Fair/Festival \_\_\_\_\_ Parade \_\_\_\_\_ Carnival  
\_\_\_\_\_ Wedding \_\_\_\_\_ Race/Fun Run \_\_\_\_\_ Concert  
\_\_\_\_\_ Demonstration/Rally  
\_\_\_\_\_ Other: \_\_\_\_\_

Estimated # attending event: \_\_\_\_\_ (include vendors, staff, volunteers and participants)

Descriptive summary of the event (attach additional sheets if necessary):

Is the event being sponsored, co-sponsored or supported by another organization or group? If yes, attach a list of supporting organization(s) and describe their role. \_\_\_\_\_ YES \_\_\_\_\_ NO

Will gate, admission or registration fees be charged? \_\_\_\_\_ YES \_\_\_\_\_ NO  
If yes, attach a list of proposed fees and their purpose.

**REQUIRED ATTACHMENTS - Use the blank space as a check list before submitting your application to the City.**

\_\_\_\_\_ **Event Location Layout** - Please list the proposed event location and attach a map of the proposed logistical layout for your event.

\_\_\_\_\_ **Event Parking** - What parking arrangements have been made for your event? If you are using alternate parking lots, an approval letter from the property owner must accompany this application.

Event Set-Up Parking Area: \_\_\_\_\_

Event Participant Parking Area (vendors, staff, volunteers, media): \_\_\_\_\_

\_\_\_\_\_ **Grass Parking** - If you are requesting to utilize a grass parking area, what will you do in the event of inclement weather?

\_\_\_\_\_ **Structures** - Please check all structural elements that apply.

\_\_\_\_\_ Tent(s) \_\_\_\_\_ Booth(s) \_\_\_\_\_ Table(s) \_\_\_\_\_ Chair(s)  
\_\_\_\_\_ Stage(s) \_\_\_\_\_ Fencing \_\_\_\_\_ Light Tower(s) \_\_\_\_\_ Generator(s)  
\_\_\_\_\_ RV(s) \_\_\_\_\_ Other(s), please list : \_\_\_\_\_

\_\_\_\_\_ **Utilities**

Will you need electricity? \_\_\_\_\_ YES \_\_\_\_\_ NO  
Electricity for: \_\_\_\_\_  
Will you need access to water? \_\_\_\_\_ YES \_\_\_\_\_ NO  
Water for: \_\_\_\_\_

\_\_\_\_\_ **\*Portable Toilets:** Indicate the number of portable toilets you will have at your event. Minimum of (1) per one hundred (100) participants is required.

\_\_\_\_\_ # of Regular \_\_\_\_\_ # of ADA  
When will they be delivered? \_\_\_\_\_

\*For multi-day events, servicing of portable toilets is required!

\_\_\_\_\_ **\*Event Clean-Up/Trash:**

Who is responsible for the event clean-up? \_\_\_\_\_  
Contact Phone Number: \_\_\_\_\_  
Will your event have a dumpster? \_\_\_\_\_ YES \_\_\_\_\_ NO  
What size? \_\_\_\_\_ When will it be delivered? \_\_\_\_\_  
Do you have a plan for recycling for the event? If so, please describe:  
\_\_\_\_\_

\_\_\_\_\_ **Food/Beverages:** Please indicate all food/beverage elements that apply:

\_\_\_\_\_ Sale of food/beverages

\_\_\_\_\_ Distribution of food/beverages

***A Health Permit is required for each vendor selling or distributing food/beverages.***

### **ALCOHOL**

Disclosure of whether an event will be serving alcoholic beverages must be made before a contract is validated. Failure to disclose this information prior to entering a contract may result in cancellation of the event. Glass alcoholic beverage containers are not allowed inside or on the premises of any City owned or operated rental facility. Alcoholic beverages may not be sold without prior approval of the City. Under no circumstances shall alcohol be allowed to be served to minors. Violations of this policy shall result in termination of the event and may result in criminal charges.

\_\_\_\_\_ Sale of Alcoholic beverages

\_\_\_\_\_ Distribution of Alcoholic beverages

***You must obtain a TABC Permit for the sale/distribution of alcoholic beverages and will need permission from the City of Dickinson prior to obtaining your permit.***

\_\_\_\_\_ **First Aid Plan:** Will you have a first aid station on-site? \_\_\_\_\_ YES \_\_\_\_\_ NO

What are your plans for a minor/major emergency?

Does your event layout provide for emergency vehicle access? \_\_\_\_\_ YES \_\_\_\_\_ NO

\_\_\_\_\_ **Insurance Requirements:** Public liability and property damage insurance is required for all athletic user groups, amusement vendors (i.e. moonwalks), special event organizers producing events that are open to the public, and for-profit commercial vendors, otherwise known as "vendor" in the amounts set forth below. Insurance must be issued by a casualty company authorized to do business in the State of Texas, and in standard form approved by the Board of Insurance Commissioners of the State of Texas, with coverage provisions insuring the public from any loss or damage that may arise to any person or property by reason of the acts or omissions of the vendor. Vendor shall at its own expense be required to carry the following minimum insurance coverage:

- For damages arising out of bodily injury to or death of one person in any one occurrence – one hundred thousand and no/100 dollars (\$100,000.00);
- For damages arising out of bodily injury to or death of two or more persons in any one occurrence – three hundred thousand and no/100 dollars (\$300,000.00);
- For injury to or destruction of property in any one occurrence – one hundred thousand and no/100 dollars (\$100,000.00);
- Alcohol - If alcoholic beverages are sold, served, or allowed to be consumed during the event, the insurance certificate must state specifically that it also covers any losses resulting from the consumption of alcohol at the event.

### Certificate Holder:

The Certificate Holder is: The City of Dickinson, 4403 Highway 3, Dickinson, TX 77539

Additional Insured Required:

The City of Dickinson shall be named as additional insured on policies listed in subparagraphs above and shall be notified of any changes to the policy(ies).

General requirements:

- Insurance is to be placed with insurers having a Best rating of no less than A.
- The vendor shall furnish the City with certificates of insurance and original endorsements affecting coverage required by these insurance clauses.
- The insurance certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf.
- Proof of insurance must be provided at least five (5) business days before the start of the event, athletic season, or first permitted date, or the permit/event will be cancelled.
- The City reserves the right to pursue other remedies permitted by law or in equity.
- In no event shall the City be liable for any damage to or destruction of any property belonging to the event organizer/vendor unless specified in writing and agreed upon by both parties.

Security:

The applicant is responsible for adequate security for the permitted event, including crowd control, emergency response access and safeguarding the applicant and park property.

**The City of Dickinson requires that:** Uniformed "Texas Commission Law Enforcement Officers Standards and Education" (TCLEOSE certified Peace Officers, with the exception of reserve Peace Officers, employed by Law Enforcement agencies located within Galveston County are required for any Public, Special Event, or Company Picnic at which alcohol is present, or any Public, Special, Private Event or Company Picnic with an estimated attendance of 100 or more (including vendors, staff, volunteers, etc.), or events where an admission fee is charged or has live music, bands, or a deejay. Such Peace Officers must also be present at any Event in which, in the opinion of the Director, the anticipated attendance or the planned activity may affect public health or safety. Requirements are listed below. The minimum number of Peace Officers required is two for the first 100 people in attendance; of the two, one of the required Peace Officers must be a TCLECOSE Certified Dickinson Police Department Officer. If an Event exceeds the attendance as defined below, one additional Officer for each additional 100 people in attendance is required. The Chief of Police may require additional peace officers, if in their opinion, it appears such additional officers are warranted and can do so at a minimum of up to 24 hours in advance of the Event. Security is paid when the event begins (not during set-up) until the last event attendee leaves the facility. If officers arrive and the event has already begun, payment for each officer will be due according to the hours of the permit (retroactive).

<b>NO ALCOHOL AT THE EVENT</b>	<b>EVENTS WITH ALCOHOL</b>
1-99 = No Officer	1-199 = 1 Officer
100-199 = 1 Officer	199-299 = 2 Officers
200-299 = 2 Officers	300-399 = 3 Officers
300-399 = 3 Officers	400-499 = 4 Officers

**It is the Applicant's responsibility to make arrangements for Security by contacting the Dickinson Police Department, during normal business hours 281-337-4700.**

*Arrangements for Security under normal circumstances should be made 30 calendar days in advance.*

\_\_\_\_\_ **Street/Lane Closures:** Are you requesting any street/lane closures? \_\_\_YES\_\_\_ NO

Please list any street/lane closures you are requesting and attach a map:

## **GROUND & FACILITY USE AGREEMENT**

The undersigned applies for a special event permit and agrees to the regulations listed below as established by the City of Dickinson.

1. Applicable permits must be in possession during your use of the permitted facility.
2. The layout approved for this event denotes the permitted activities and must be followed in the staging and placement of parking, concession stands, booths, inflatables and amusements, trash receptacles, portable restrooms, performance staging and other support amenities. Any deviation from the approved layout, except in the instance of minor on-site adjustments must receive permission from the City Administrator or their representative.
3. No motorized vehicles may be driven upon or parked on turf areas or sidewalks unless approved in the layout.
4. Cancellations: If applicant wishes to cancel the event, the notification must be given in writing at least 10-calendar days in advance.
5. Concession Stands, exhibit booths, tents, awnings, and/or similar support structures may not be attached to, set against, or situated so as to damage any wall, column, tree, post, light standard or any other park amenity.
7. Trash: Applicant agrees to pick up trash and litter during and after all events. Events are required to remove bags of trash from the Site the same day as the event. The Applicant may be responsible for other costs incurred by the City for the removal of trash/litter from the site.
8. Recognized Holidays & Other Unavailable Dates: Indoor facilities cannot be permitted on City holidays. City holidays are: New Year's Day, Martin Luther King, Jr. Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Eve and Christmas Day; facilities may not be available the Friday prior or Monday after the holiday in accordance with the City's Holiday schedule. City Holidays are subject to change.
9. No banners, flags, temporary signs, or similar visual effects may be attached to lights, sign posts, trees or secured by stapling, taping, nailing, or other means that may cause damage to structures or amenities. Rice, birdseed, confetti, silly string, pinatas and glitter are not allowed.
10. Permits that extend beyond regular operating hours are subject to an overtime fee.
11. No glass containers are allowed.
12. All electrical connections and hook-ups installed by the applicant must meet appropriate safety and city or county code requirements. Special event permits are issued for the use of existing electrical systems and outlets only. If the existing electrical system does not meet the event's needs, then the applicant must contract this service with a firm/individual who has a Master Electrician/Electrical Contractor License issued by the City. Such contractor will be responsible for

obtaining the necessary permit(s), as well as installation and removal of any temporary power source per article 305 of the National Electrical Code and any city or county codes that pertain. Total amperage required by the applicant may not exceed safe capacity of existing service. A copy of the electrical permit must be provided before any temporary electrical connection is made.

13. Existing faucets or hose bibs may be used for water connections, but no temporary connections or modifications to the water supply may be made without prior approval.

14. Adherence to the date and time allotments of this application/permit are mandatory, and is inclusive of set-up, strike and clean-up.

15. Please note that should the City need to utilize the facility for any reason, Applicant will be given notice at the earliest opportunity.

16. Failure to abide by any of these General Conditions will automatically revoke the Permit and cancel the Reservation. All policies and fees in this application are subject to change.

17. Permit holder is responsible for obtaining any noise/sound or additional permits are required by the City.

18. For Public, Special Events, applicants for permits must submit a "Grounds & Facility Use Agreement" Form. The completed form must be submitted to the Community Development department at a minimum of 10 calendar days in advance but not more than two years in advance. If applicable, deposit payments are due within 30 days of the day that the reservation is made. The Applicant will be required to pay 100% of the required Site Reservation User Fees, and other Fees as determined by the Permit Office as being applicable to the special event, thirty (30) calendar days prior to the event date unless the applicant is granted a full or partial refund. Gate fee applicants shall pay required fees at the conclusion of their event.

19. No "Outdoor Special Event" with attendance of 500 or more will be held within 30 calendar days of another "Outdoor Special Event" within the same location.

20. Sites and Facilities are limited. For this reason, reservations should be made as far in advance as is reasonably possible. Public, special events and company picnics can make reservations up to 24 months in advance.

21. All Application Forms must include a valid telephone number, email address if available, cell phone number and/or fax number as alternative means of contact.

22. For indoor facility rentals for either private or public/special events and company picnics, following the conclusion of the Event if the Facility, or Grounds is damaged or if the Facility, Grounds area is not thoroughly cleaned, the Permittee agrees, as a condition of the issuance of the Permit to pay such charges as are assessed by the City. If a dispute arises out of or relates to the breach of this Agreement, and if the dispute cannot be resolved through negotiation, then the City and Permittee agree to submit the dispute to mediation. In the event that the City or Permittee desire to mediate any dispute, that party shall notify the other party in writing of the dispute it desires to mediate. Within thirty (30) days after receipt of the written notice of the dispute and the

request to mediate, the parties shall attend a mediation conducted by a mutually agreeable mediator. If the parties do not achieve a resolution of the dispute by mediation, within ten (10) days after the mediator declares an impasse, either party may make a written demand for binding arbitration by an impartial and unbiased arbitrator. Mediation is a condition precedent for the filing of suit by the aggrieved party. The demand for arbitration must describe the dispute and the factual basis for the dispute in reasonable detail. The parties may agree, in writing, to appoint an impartial and unbiased arbitrator to hear the dispute. In the event that the parties are unable to agree on the appointment of an arbitrator, either party may file suit in either the county court-at-law or the district court of Galveston County to request appointment by the court of an impartial and unbiased arbitrator to hear the dispute and a referral of the case to the appointed arbitrator to conduct a binding arbitration. The arbitration shall be conducted according to the Commercial Arbitration Rules and Mediation Procedures (Including Procedures for Large, Complex Commercial Disputes) of the American Arbitration Association which are in effect on the date of the demand for arbitration is received by a party, except to the extent of a conflict with this Agreement.

23. Cleaning and Trash for Indoor Facility Rentals: Permit Holders are responsible for the cleaning of the facility and Permit Holder is allowed to contract cleaning services but must remain on premises until cleaning is complete. Permit Holder agrees to mop and sweep all rooms including banquet rooms, bathrooms, kitchens and entryways and return tables and chairs to proper locations. Trash cans, bags, mops, brooms, mop bucket and cleaning supplies are provided. Trash cans are for use for trash only. City staff will inspect the facility immediately following the event.

24. Cleaning and Trash for Outdoor Facility Rentals, the Permittee must pick up trash and litter during and after all Events. Events where in excess of 100 persons are in attendance will be required to remove bags of trash from the Site the same day of the event. In the event that trash is not removed, the permittee may be responsible for other costs incurred by the City for the removal of trash and litter from the Site.

25. The Applicant must provide for the Event, at no additional charge to the public, an adequate number of portable toilets (one per 100 attendees), including a proper ratio of such toilets that meet the Americans with Disabilities Act specifications (ADA).

26. At no time shall a reserving party sublease or assign its rental privileges to another individual, group, or organization.

27. All associations, groups or individuals shall act in a non-discriminatory manner regarding race, creed, religion and national origin.

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Representative Signature

\_\_\_\_\_  
Date