



**City of La Porte
Parks & Recreation Department
Rodeo Arena Facility Contract & Rules**

Daily Rental Rates

Deposit.....\$200.00
 Monday-Thursday.....\$150.00
 Friday-Sunday.....\$200.00
 Alcohol Permit.....\$25.00
 Security (per hour/per officer).....\$30.00

**NO VERBAL AGREEMENT FOR THE USE OF THE RODEO ARENA COMPLEX SHALL BE BINDING
UPON EITHER PARTY TO THE AGREEMENT.**

Name of Lessee: _____

Name of Lessee Organization: _____

Address of Lessee: _____

City & Zip Code: _____

Home Phone: _____ Work Phone: _____

E-mail: _____

Purpose of Rental: _____

Date Requested: _____

Time Reserved From: _____ To: _____

Function Type: _____

Number of Guest: _____ Alcohol: YES or NO

of Security Needed: _____ From: _____ To: _____

FOR OFFICE USE ONLY

	Receipt No.	Cash/Check#/Visa or M.C.	Amount Paid	Cashier	Date Paid
Deposit					
Rental					
Alcohol					

**CITY OF LA PORTE
PARKS AND RECREATION DEPARTMENT
LA PORTE LIVESTOCK/RODEO ARENA FACILITY RESERVATION POLICY**

RENTAL RATES:	Monday - Thursday	8 a.m. - 11 p.m.	\$150
	Friday & Saturday	8 a.m. - 12 midnight	\$200
	Sunday	8 a.m. - 11 p.m.	\$200
RESERVATION DEPOSIT:			\$200
SECURITY (per hour per officer)			\$ 30

Applicant will be required to *set-up, breakdown and clean-up* within time frame rented
 No rentals on Thanksgiving Day; Christmas Eve; Christmas Day; New Years Day; Good Friday; Easter Sunday
 Rentals by Calendar Year Only

PLEASE INITIAL NEXT TO THE DESIGNATED AREAS

1. All reservations must be made through the Parks and Recreation Department Office, 1322 S. Broadway, La Porte, Texas, between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday. Applicant must be 21 years of age to reserve the arena and be present during function or activity.
2. Reservations are on a first-come, first-serve basis and can be made by phone or in person. The \$200 Deposit must be received by the Parks and Recreation Administration office by the second business day after the day the reservation was made. The Deposit will reserve the facility for the Lessee until rental payments are due and will not apply toward rental fees. The Deposit will be refunded to the Lessee within thirty (30) days after the event, less any deductions for damages incurred. The maximum Deposit amount for any one individual or organized group for multiple reservations shall be \$200, unless the individual or organized group cancels two (2) reservations in a calendar year. If the individual or organized group cancels two (2) reservations in a calendar year, they will then be required to post an additional \$200 Deposit for each reservation made for the remainder of the calendar year in which the cancellations were made. The accommodation of rental reservations made less than two (2) weeks in advance of the rental date shall be subject to the availability of staff and security if required. The rental fee and deposit will be due at that time and must be paid in cash, cashier's check, or money order.
3. Lessees requiring additional time for move-in, move-out, or rehearsal, prior to or immediately following an event, extending to an additional day or days, will be charged one-half of the applicable full time rate, providing the arena is not rented. The City will not be responsible for any items left on the premises.
4. Cancellations must be made at least 2 weeks prior to reservation date by Lessee in writing to the City in order to receive a full refund. Reserved dates that are cancelled less than two (2) weeks prior to the event will result in forfeiture of the Deposit for that date and no refund of rental fees shall be given.
5. The City of La Porte reserves the right to cancel and/or reschedule any building or facility rental for just cause upon due notice including any safety, health or weather emergency, or any inability of the Department to fulfill the rental agreement. Such cancellation by the Department shall entitle the Lessee to reschedule the event to another date pending availability or receive a full refund. Rental rainouts or weather conditions will be determined by the Department Director or designee.

6. The City of La Porte has entered into a contract with the La Porte Police Officers' Association, and they have the exclusive right to provide security services. It shall be the responsibility of the Director of Parks & Recreation, or his designee, to determine the number of security officers required for each event and Lessee agrees to allow Lessor to arrange for security officers, and agrees to pay \$30 per hour, per security officer. Security must be scheduled by the tenth (10th) business day prior to the event date and no changes can be made fifteen (15) or less business days prior to event. If for any reason the event is cancelled fifteen (15) or less days prior to the event, the customers deposit will be applied to the Security Officers payment and invoiced for the difference, if any. Security Officers are to be **PAID IN CASH** the actual date of the event **prior** to the events scheduled time. If the payment for security services is not paid in cash **prior to the event**, the contract for the event shall be considered **null and void**, and the Security Agent has the right to cancel the event. **Please be aware you will forfeit your money, and the event will not take place if you fail to meet this obligation.**
7. It shall be the responsibility of the Director of Parks & Recreation, or designee, to determine the number of security officers required for each event and to arrange for security service. Security Officers are to be paid **IN CASH** the actual date of the event prior to the event's scheduled time. If the payment for security services is not paid in cash **prior to the event**, the contract for the event shall be considered **null and void**, and the Security Agent has the right to cancel the event. **Please be aware you will forfeit your money, and the event will not take place if you fail to meet this obligation.** The facility must be cleaned and restored to good order, and vacated by the end of the designated rental time on your contract. The police officers shall escort everyone out of building and premises at the designated ending rental time on your contract and if the facility is not cleaned and restored in good order at that time, the \$200.00 deposit will **NOT** be refunded.
8. There will be a Parks & Recreation employee on duty to assist with any problems or concern. He or she will open the gates, stock restroom facilities, provide access to all physical structures and lighting systems needed during the event, ensure proper working order of systems, and secure the arena when the event is over. City employee and security are not responsible for assisting the LESSEE in any work related to their event. (Example: taking tickets, working registration table, etc.).
9. **If alcoholic beverages of any kind are to be sold, Lessee shall provide all required Texas Alcoholic Beverage Commission (TABC) licenses.** Copies of licenses shall be posted. **If alcohol is brought into the Rodeo Arena for consumption but not sold, a permit must be purchased at the Parks & Recreation Department office for \$25 and must be posted at the event.** If the permit is not posted, security will not allow any consumption of alcohol, and all alcohol will need to be removed from the premises. The individual who signs the alcohol permit must be at the facility the entire time alcohol is being consumed. All laws regarding possession and consumption of alcoholic beverages shall be strictly complied with. Violation of this provision shall entitle City to terminate this Agreement without prior notice to Lessee and to demand that Lessee vacates premises immediately. No refunds will be given if event is closed down for violation of this provision. **All alcohol must stay in arena area, no alcohol permitted in parking lot - this will be enforced.** Security will be required whenever alcohol is permitted on the premises.
10. Overnight stays related to a rental event must be approved in writing by the Director or designee and, an additional fee of \$20 per electrical connection box per night will be charged. If an alcohol permit was purchased, all alcohol must be removed from the premises after regular rental hours with no loud noise or partying continuing after the regular rental hours. The Police Department will be notified of any overnight events and the area will be tightly patrolled.
11. Insurance required at the discretion of the Director or authorized representative.
12. Any open fire at the arena must have written approval by City of La Porte Fire Marshal.

13. Open riding is available when no events are scheduled. All scheduled activities are posted at the Arena.
14. Penalty for unauthorized use of arena for profit; violators will be prosecuted accordingly with City Ordinance No. 1976 – fine not to exceed \$200.
15. **NO glass containers in park or arena.**
16. Rodeo events include, but are not limited to, bronco riding, bull riding, calf roping, team penning, barrel racing, wild cow milking, goat tying, steer wrestling or bulldogging and cutting horse competitions. No mud wrestling permitted.
17. No livestock may be tied to the chain link fence or temporary panels.
18. No equipment will be furnished by the City of La Porte (facility only). Applicant will be required to set-up and breakdown all equipment. All equipment must be removed from the premises the day of the event unless special arrangements have been made in writing through the City of La Porte Parks & Recreation Department. The Department cannot be responsible for any equipment left in the building or arena over night.
19. The City of La Porte has a Noise Ordinance # 271, regulating any mechanical or electrical device, machine, apparatus or instrument to intensify or amplify or to reproduce the human voice or any other sound on any public street within the corporate limits of the City of La Porte or in any building or on any premises in said City. Beat frequency or shrillness shall not exceed 78 decibels at City property boundary lines.
20. The City of La Porte Parks & Recreation Department is hereby released from any liability for any physical injuries/accidents, property damage sustained by renters and their guests, and from loss/theft of any equipment or supplies. Lessee will assume responsibility for any damage to the equipment or arena incurred during their use of properties.
21. Bathrooms and concession stands shall be cleaned and free of debris before leaving.
22. All decorations and the means by which they were attached must be removed upon your leaving the site. No items may be attached to any surface with nails, staples, tape, sprays, hooks or screws, or hung to fences, lighting fixtures, physical structures or speakers without prior written approval from the Director or authorized representative.
23. It is the responsibility of the individual signing this reservation to leave reserved rodeo grounds in good order. All trash and refuse shall be picked up and placed in appropriate receptacles. All animal pens shall be raked and feed refuse and manure placed in an area designated by the City. Applicants are responsible for the cleaning of the buildings and reserved areas or entire deposit will be forfeited. Trash cans, bags, mops, buckets, and brooms are provided. A maintenance check will be made by department personnel upon closing of the arena. Any equipment moved must be put back in original place. If not cleaned, the \$200.00 deposit will **NOT** be refunded. Applicant must sign the facility checklist before leaving the rodeo grounds. Lessee shall leave the premises in reasonable clean condition and in good repair. Lessee will assume responsibility for any damage to the equipment or arena incurred during their use of properties.
24. In the event the arena needs watering or dragging, it will be the responsibility of the renter to do so at no cost to the City of La Porte.
25. All animals must remain in the area of the arena.

26. Under Texas Law an equine professional shall post and maintain a sign that contains the following warning:

WARNING

UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE), AN EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OR A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES.

- (d) A livestock show sponsor shall post and maintain a sign that contain the warning prescribed by Subsection (f) if the livestock show sponsor manages or controls a stable, barn, corral, or arena at which the livestock show sponsor conducts a livestock show. The livestock show sponsor must post the sign in a clearly visible location near the stable, barn, corral or arena.
- (e) A livestock show sponsor shall include the warning prescribed by Subsection (f) in every written contract that the sponsor enters into with a livestock show participant. The warning must be clearly readable.
- (f) The warning posted by a livestock show sponsor under this section must be as follows:

WARNING

UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE), A LIVESTOCK SHOW SPONSOR IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN A LIVESTOCK SHOW RESULTING FROM THE INHERENT RISKS OF LIVESTOCK SHOW ACTIVITIES.

Any exceptions to the above policies must be made in writing and approved by the director, office manager or authorized representative. No verbal agreement for the use of the facility shall be binding upon either party to the agreement.

Rates are set by Ordinance and approved by City Council. Rates subject to change.

In case of emergencies (Examples: stopped up toilets, power failure, etc.) during use of the rodeo grounds, notify the on-duty Parks & Recreation employee to handle the situation.

NOTE: If the Parks & Recreation employee does not report for duty, contact the police dispatch at (281) 471-2141. They will contact the proper authority.

Please sign below acknowledging that you have read and understand these guidelines.

LESSEE SIGNATURE

DATE

PARKS & RECREATION REPRESENTATIVE SIGNATURE

DATE

DATE OF EVENT

For Office Use Only:

of Security: _____ # of Guests _____

Equipment Brought In: _____

Type of Party: _____ Charging: _____

Insurance: _____ Noise Permit: _____