



**Brownsville Parks & Recreation
Rental Agreement for Oliveira Park Gymnasium**

This agreement made and entered into by and between the Brownsville Parks & Recreation Department (herein referred to as the "Licensor") and _____
_____(herein referred to as the "Licensee").

In consideration of the mutual promises contained in this Agreement, the parties here are to agree as follows:

1. The Licensor hereby grants to Licensee a license to occupy and use, subject to all terms and conditions of this Agreement, at the Oliveira Gymnasium on:
 - **Date:** _____
 - **Time:** _____
2. Licensee shall be allowed to use the premises describe above only during the times, dates, and for the purpose set forth below, and shall further pay to the Licensor the fee stated.
3. Licensees, and all persons utilizing the premises, agree to abide by all of the park rules and regulations, including, but not limited to the ones attached to this Agreement.
4. The licensee agrees not to engage in or permit the premises to be used for any unlawful or offensive purpose. Further, the Licensee agrees to abide by all local, state, and federal laws, ordinances, and regulations while using the premises.
5. Licensee agrees to indemnify Licensor and hold it harmless from any and all loss, liability, cost, damage, demand, attorney's fees, and/or expenses that the Licensee may incur to be held or be held liable for on account of, or which may directly or indirectly grow out of or in any manner be connected with, the use and occupancy of the premises by Licensee.

Rental Payment: Rental Fee payment will be \$_____ for the gymnasium and concession stand area.

Rental Period: Rental of gymnasium and concession is for one days, commencing at 9 am Sunday morning and ending at 11 pm Sunday.

Concession Stand: The concession stand will be available for terms of this rental: however the lessee is responsible for acquiring proper health permits, if needed. Lessee Will use own concession equipment, except for refrigerator, which will be available.

Alcoholic Beverages: No alcoholic beverages of any description may be sold within the confines of the Oliveira Gymnasium.

Glass Containers: Glass containers of any type are prohibited within the confines of any Municipal Park.

Electrical: Electrical requirements that exceed existing electrical output must be approved by the Parks and Recreation Department and performed by a licensed electrician with approval from the Parks & Recreation Department.

Cancellation: The City of Brownsville and the Parks & Recreation Department reserves the right to terminate this contract and/or cancel any and/or all scheduled event at any time, due to weather, this Contract will be cancelled and the rental fee(s) shall either be refunded or used to reschedule another date.

Breach of Contract: In the event that the Licensee breaches any part of this contract, the Licensor shall have the right to void the contract, cancel the scheduled event and/or take possession of the facility complex. The Licensee shall forfeit all fees.

***Failure to comply with any of these items shall result in the
cancellation of the tournament.**

I understand the entire contents of this Rental Agreement. _____ Initial.

Brownsville Parks and Recreation

Name of Licensee: _____

Address: _____ City: _____ Zip: _____

Phone Number: _____ Work: _____

Date of Reservation: _____

Facility Renting: _____

Purpose of Reservation: _____

Rental Fee: _____

The time of this rental will be strictly enforced.

NO REFUNDS WILL BE GIVEN. Facility Reservation fees will be non-refundable. Every effort will be made to schedule an alternate date should a cancellation be necessary. Alternate dates may or may not be available to the facility user depending upon other reservations that have been confirmed.

Licensee Signature

Date

City of Brownsville Parks & Recreation

Date