

The following reservation and facility policies were adopted by Katy City Council on May 17, 2010 (Ordinance # 2471)

Katy Parks & Recreation Department

RESERVATION AND FACILITY POLICIES

Office Hours: Monday – Friday 8:00 a.m. to 5:00 p.m.

Main Parks Office: (281) 391-4840, Fax: (281) 391-4017

5718 Second Street, Katy, Texas 77493

www.cityofkaty.com

City of Katy Railroad Park.....(Depot/Visitor's Center)-5615 1st St.
Harvest Plaza.....5701 3rd St.
Heritage Park.....5990 George Bush Drive
Karankawa Park.....Corner of 2nd St. & Ave. B
Katy City Park, Sports Park & Facilities.....Corner of Ave D & Franz Rd.
Katy Play Station.....5611 Gardenia
Katy City Park Bldg. #3.....2046 Katy City Park Rd.
Playstation Pavilion.....5611 Gardenia
Katy Off-Leash Dog Park.....5414 Franz Rd.
Thomas Park & Gazebo.....5919 ½ 4th St.
V.F.W Park, Pavilion & Hall.....6202 George Bush Drive
Woodsland Community Center, Park & Pavilion.....443 Danover

RESERVATION AND FACILITY USE POLICIES

The City of Katy Parks and Recreation Department strives to provide parks and facilities for a variety of uses within the city limits of Katy. To ensure the satisfaction and success of these parks and facilities, the City has developed a facility use policy that provides a detailed and prioritized agreement of terms and rental rates for any city resident, non-profit group or non-city resident who is renting the facilities. *Reference Article 1 Section 2816(a).*

All these policies reflect City ordinances established by City Council action. In the event there is a conflict, the City of Katy Ordinances shall supersede these policies.

Applicants reserving City of Katy Parks and Recreation facilities agree to abide by the following policies of this article. *Reference Article 1 Section 2816(b).*

SECTION I. DEFINITIONS:

- I.1 **City:** refers to the City of Katy
- I.2 **City Council:** refers to the City Council of Katy, Texas
- I.3 **Department:** refers to the City of Katy Parks and Recreation Department
- I.4 **Applicant:** the person responsible for all fees, charges, transactions, inquiries, changes, communications, and damages incurred or necessary during the course of a rental or reservation.
- I.5 **Nonprofit Organization:** shall be considered a nonprofit organization if they are currently recognized as exempt from federal income taxes under section 501(c) of the Internal Revenue Code (IRC) or meets the requirements of the Nonprofit Organizations Policy.
- I.6 **Resident:** refers to a person, business or organization that resides within the city limits of Katy. In some cases, proof of residency within the defined area will be required by City water bill.
- I.7 **Community Building:** refers to any enclosed building facility maintained by the Parks and Recreation Department (VFW Hall, Woodland Community Center, Katy City Park Building #3).

Reference Article 1 Section 2817.

SECTION II. GENERAL PROVISIONS FOR FACILITY USE, RESERVATION AND RENTAL

- II.1 Applicants must be **21** years of age or older. *Reference Article 1 Section 2818(a).*
- II.2 The person signing the application/contract will be designated as the "Applicant." The Applicant will be the contact for the reservation and is the only person authorized to make changes to the reservation. All transactions will be between the City or Department and the Applicant. *Reference Article 1 Section 2818(b).*

- II.3 The City of Katy will **not** accept phone or fax reservations. A government issued photo ID, such as a Texas driver's license will need to accompany the reservation as proof of residency. *Reference Article 1 Section 2818(c).*
- II.4 Use of facilities by retail business or for-profit enterprises in the execution of their regular and routine functions is limited to those with an active concession contract with the City. Apart from contracted concessionaires, any and all funds arising from the sale of items or services, entry fees, or other financial contributions must go toward a non-profit organization. *Reference Article 1 Section 2818(d).*
- II.5 The Applicant is required to be present at the facility and available to City personnel during the entire course of the event for which the Applicant made the reservation. If the Applicant is not at the function the event will be cancelled and all attendees will be required to leave. *Reference Article 1 Section 2818(e).*
- II.6 Applicants using reservation facilities shall comply with all City ordinances and Federal and State Laws. As in accordance with City fire codes, all exits and doorways must remain clear and unlocked during functions, and access to hallways and all fire extinguishers shall remain clear. All marked fire lanes will be kept open at all times; please do not park in these areas. Applicant agrees to abide by the posted maximum capacities at each facility. *Reference Article 1 Section 2818(f).*
- II.7 No group or Applicant will be allowed to rent any City of Katy facility for a duration longer than one week. *Reference Article 1 Section 2818(g).*
- II.8 **GLASS CONTAINERS, TOBACCO and GAMBLING** are strictly prohibited in community facilities and parks. Violators will be required to leave the premises and have their deposits deemed non-refundable. *Reference Article 1 Section 2818(h).*
- II.9 At no time shall a reserving party sublease or assign its reservation to another group or organization. Nor shall the use of the building be for any purpose other than what was stated on the application. *Reference Article 1 Section 2818(i).*
- II.10 **MOONWALKS-** A certificate of liability **MUST** be faxed or delivered to the City of Katy Parks and Recreation Department within 14 days of the scheduled function or else Applicant will lose all moonwalk privileges at the designated event. Such liability certificate must list City of Katy as certificate holder at 910 Avenue C, Katy, Texas 77493. Commercial liability must read a minimum of one million dollars (\$1,000,000.00). Under descriptions, the appropriate functions must be listed and described such as types of rides, moonwalks, etc., placement of rides and date of scheduled function. All equipment and attractions must be maintained, installed and operated according to applicable industry standards. Department staff will retain the right to restrict the type of

equipment or attraction, and location in order to protect the integrity of the park facilities and components. *Reference Article 1 Section 2818(j).*

- II.11 Applicant must have proof of receipt and government issued photo ID on hand to be released a key to the facility and at all times during the reservation. **NO EXCEPTIONS WILL BE MADE.** *Reference Article 1 Section 2818(k).*
- II.12 Rentals or reservations for ballfields can be made up to 3 months in advance. Rentals or reservations for parks, buildings or structures can be made up to 12 months in advance. *Reference Article 1 Section 2818(l).*

SECTION III. RESERVATION PROCEDURE

- III.1 Facilities are available for use daily including the following governmental holidays which are observed by the City of Katy: Good Friday, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas and New Year’s Day. *Reference Article 1 Section 2819(a).*
- III.2 Facility reservations are on a first come, first serve basis. *Reference Article 1 Section 2819(b).*
- III.3 Rental Times:

Community Buildings.....	7:00 a.m. to 12:00 a.m.
Gazebos and Pavilions.....	7:00 a.m. to 12:00 a.m.
Parks and Ballfields.....	5:00 a.m. to 11:00 p.m.

Reference Article 1 Section 2819(c).
- III.4 Programs conducted by the City will be given priority at all times, and the City reserves the right to change or cancel any reservation that may conflict with a City sponsored event or program. Staff will make a good-faith effort to avoid changing any existing reservations or rentals. In the event a reservation is cancelled by the City, the Applicant will be allowed to reschedule to a different time or location without forfeiting any deposit or incurring any fees for changing the reservation. Applicant will also be entitled to a refund of any deposits or fees if the rental did not take place. *Reference Article 1 Section 2819(d).*
- III.5 A photo identification, such as a state issued driver’s license, identification card, or federally issued passport will need to accompany the reservation. *Reference Article 1 Section 2819(e).*
- III.6 The City reserves the right to increase fees, deposits or deny an application for any event or program that is deemed by the City to be inappropriate, unacceptable or disruptive to the City or citizens of Katy. *Reference Article 1 Section 2819(f)*
- III.7 The City of Katy reserves the right to increase fees, deposits or deny an application based on the Applicants past rental history such as damaging City property, non-payment and not following City rules and regulations. *Reference Article 1 Section 2819(g).*

SECTION IV. PAYMENT OF FEES AND DEPOSITS

- IV.1 Rentals requiring fees and/or deposits must be paid in full before any reservation date is accepted and confirmed. *Reference Article 1 Section 2820(a).*
- IV.2 Fees for community buildings and sports fields are calculated on an hourly basis. Fees for outdoor facilities are calculated on a daily basis. *Reference Article 1 Section 2820(b).*
- IV.3 The City of Katy accepts cash, personal checks, business checks, organizational checks, and money orders as payment. *Reference Article 1 Section 2820(d).* (credit cards are not currently accepted)
- IV.4 The City of Katy reserves the right to deem deposits non-refundable for those not abiding by the reservation and facilities policies. *Reference Article 1 Section 2820(e).*
- IV.5 Non-profit organizations created as civic organizations or to benefit local citizens are entitled to a 40% reduction in the applicable facility rental rate (does not apply to deposit or cleaning fee). Applicants wishing to take advantage of the discounted rate must provide documentation identifying their organization as a registered 501(c) entity prior to payment of deposit and fees. *Reference Article 1 Section 2820(f).*
- IV.6 Applicants exceeding their designated rental time will be charged for the additional hours at a rate equal to the regular minimum hourly rate. The additional fee must be paid before the deposit can be returned. *Reference Article 1 Section 2820(g).*

SECTION V. SECURITY DEPOSIT

- V.1 To reserve a facility, a security deposit must accompany the rental application. *Reference Article 1 Section 2821(a).*
- V.2 The security deposit shall be used to repair, replace or compensate for any property of the center which is damaged or missing as a result of use by the Applicant. An additional charge will be billed to the user if damages exceed the security deposit. *Reference Article 1 Section 2821(b).*
- V.3 The Applicant will be held responsible for their guests regarding damage to facility, property, and behavior, following the rules and regulations of the Parks and Recreation Department. *Reference Article 1 Section 2821(c).*
- V.4 All deposits will be refunded approximately one month following the function provided the facility was cleaned and absent any damage. *Reference Article 1 Section 2821(d).*

SECTION VI. CITY PROPERTY

- VI.1 Applicants shall familiarize themselves with the facility, policies, and available equipment before making an application. *Reference Article 1 Section 2822(a).*
- VI.2 The City of Katy will not be responsible for any equipment that is not the property of the City of Katy during reserved usage. *Reference Article 1 Section 2822(b).*
- VI.3 No unauthorized person or persons will be allowed to open and or close any facilities. Partitions in community center facilities may not be opened unless the Applicant has reserved, and paid in full for the usage of both sides of the facility. *Reference Article 1 Section 2822(c).*
- VI.4 Applicants assume liability for the cost to repair or replace City property that is damaged or missing. *Reference Article 1 Section 2822(d).*
- VI.5 The City reserves the right to require Applicants, when it is deemed necessary, to provide public liability and/or property damage insurance and any other coverage to protect the property of the City of Katy. *Reference Article 1 Section 2822(e).*
- VI.6 Tablecloths are required to be used on all tables. Damage to tables will result in a forfeiture of the security deposit and additional costs to replace or repair those damaged. Tables are inspected after the end of each function. *Reference Article 1 Section 2822(f).*

SECTION VII. PERSONAL PROPERTY

- VII.1 Each center has a variety of tables, chairs and other equipment for your use. None of the equipment may be taken out of these facilities for any reason. Renters will be liable for any equipment missing as a result of the renter's use whether the renter actually removed the equipment or not. *Reference Article 1 Section 2823(a).*
- VII.2 In the event the facility doesn't have an adequate number of tables, chairs or other items suitable for the Applicant's needs, such items may be rented at the Applicant's expense from an external source. The City of Katy is in no manner liable or responsible for personal property or rented items. *Reference Article 1 Section 2823(b).*
- VII.3 Lost items and damages- The City is not responsible for lost, damaged and/or misplaced personal property placed in or on its facilities or grounds. The Applicant for up to one (1) week after the event may claim any items that remain. *Reference Article 1 Section 2823(c).*

- VII.4 No equipment may be brought into the facilities without the approval of the Director of Parks and Recreation or his/her designee. *Reference Article 1 Section 2823(d).*
- VII.5 Storage- Applicants are not allowed to store equipment or supplies at the facilities other than during the hours that are specified on the application unless arrangements are made in advance with the Department. Additional rental rates will apply for additional storage hours. *Reference Article 1 Section 2823(e).*

SECTION VIII. EVENT SECURITY

- VIII.1 Applicants agree to comply with all City ordinances. Violators will be required to leave the premises and have their deposits deemed non-refundable. *Reference Article 1 Section 2824(a).*
- VIII.2 The City reserves the right to require that City of Katy Police officers be retained to serve as security during rentals. *Reference Article 1 Section 2824(b).*
- VIII.3 The number of officers required for any rental depends on the size, type, location, and time of the rental and will follow uniform requirements established by the Parks and Recreation Department. *Reference Article 1 Section 2824(c).*
- VIII.4 If additional police officers are called out due to a disturbance or having more attendees than stated on the application, the Applicant will be charged the costs incurred by the City of Katy Police Department to provide for the extra police officer(s). *Reference Article 1 Section 2824(d).*
- VIII.5 Groups comprised of persons eighteen (18) years of age or younger must have at least one (1) adult chaperone for every ten (10) guests. Chaperones must be 21 years of age or older and chaperones must be present through the duration of the function, set up and clean up time included. *Reference Article 1 Section 2824(e).*

SECTION IX. SET-UP

- IX.1 It is the responsibility of the Applicant to set up the tables, chairs and any other necessary items for an event scheduled for reserved use. The amount of time needed to set up, hold the function and clean up shall be included in the amount of time scheduled for the event and shall be charged to the Applicant at the rate set forth under the fee schedule. *Reference Article 1 Section 2825(a).*
- IX.2 Applicants renting the facility are limited to the hours specified on their application. Billing will begin at the time the Applicant picks up the key and [ends when the Applicant] returns it to the Katy Police Station. *Reference Article 1 Section 2825(c).*
- IX.3 Any use of the facility the day prior to a function or following a function will be billed at the same hourly rental rate continuously. *Reference Article 1 Section 2825(d).*
- IX.4 Stacks of chairs are to be moved by chair dollies if provided. *Reference Article 1 Section 2825(e).*

- IX.5 Electrical outlets are 110 volt only. *Reference Article 1 Section 2825(f).*
- IX.6 When arranging for bands or DJ's please be advised that pyrotechnics, smoke, bubble, and foam machines are prohibited. *Reference Article 1 Section 2825(g).*
- IX.7 No person shall bring in to or use an open flame, flame producing device, or any flammable or combustible material, such as candles, incense, tea lights, charcoal, etc. Sterno heating elements are permitted. *Reference Article 1 Section 2825(h).*
- IX.8 Decorations may not be secured to the walls in the VFW Hall or Woodland [Community Center]. Long straight pins, nails, and staples are prohibited. Only tape is allowed at these facilities. No decorations will be attached or hung from the ceiling or light fixtures at any building. All decorative material must be flameproof. As in accordance with City fire codes, all exits and doorways must remain clear. Staff time required to clean up such materials can be charged against the Applicant's security deposit. *Reference Article 1 Section 2825(i).*
- IX.9 The uses of any flammable material, rice, confetti, birdseed, glitter or similar material are prohibited in community centers. Staff time required to clean up such materials can be charged against the Applicant's security deposit. *Reference Article 1 Section 2825(j).*
- IX.10 User shall not post, exhibit or allow to be posted or exhibited, any sign, advertisements, show bills, lithographs, posters or cards of description, inside or outside on any part of the building, except as authorized by the Director of Parks and Recreation. User shall not be permitted to nail or tack materials to any part of the center. All posted signs must comply with the applicable ordinances of the City of Katy. *Reference Article 1 Section 2825(k).*
- IX.11 Any markings on any hardscape within the parks (such as for the identification of locations for booths or vendors) must be made with chalk. These markings must be removed during the cleanup of the property or facility. *Reference Article 1 Section 2825(l).*
- IX.12 Precautions must be taken to protect any and all hardscapes and softscapes within the parks from damage resulting from the spilling or leaking of materials (such as chemicals, petroleum based fluids, cooking oils, etc), damage from extreme heat or cold (such as hot coals or engine exhaust), or physical damage (such as rutting from wheels or tracks, damage to underground utilities from stakes, compression damage, water damage, etc.). These precautions are the responsibility of the Applicant. *Reference Article 1 Section 2825(m).*

SECTION X. ALCOHOLIC BEVERAGES

- X.1 ALCOHOL IS PROHIBITED IN ALL PARKS, PAVILIONS AND COMMUNITY CENTERS. VIOLATORS WILL BE REQUIRED TO LEAVE THE PREMISES AND HAVE THEIR DEPOSITS DEEMED NON-REFUNDABLE. *Reference Article 1 Section 2826(a).*
- X.2 Persons visibly under the influence of drugs or intoxicated will be asked to leave the premises or surrounding areas, and deposits will be deemed nonrefundable. *Reference Article 1 Section 2826(b).*

SECTION XI. CLEAN UP

- XI.1 The Applicants cleaning responsibilities include: dispose of garbage in community center and parking lot into dumpster, remove all decorations including tape used, clean all tables and kitchen and dispose of any materials left inside refrigerators, or on stove area, and otherwise return the building and grounds to the condition they were in before the Applicant's rental period. Applicants who do not properly follow their responsibilities of clean up will be charged from their initial security deposit. *Reference Article 1 Section 2827(a).*
- XI.2 Trash bags, toilet paper, paper towels, liquid soap and cleaners are provided at community center locations. *Reference Article 1 Section 2827(b).*
- XI.3 Trash cans are provided for trash purposes only. Please use your own containers for beverages. *Reference Article 1 Section 2827(c).*

SECTION XII. CHANGES OR CANCELLATIONS

- XII.1 No full refund to changes or cancellations will be given, apart from instances of inclement weather (outdoor or open-air facilities only). If a change or cancellation occurs within 14 days of the beginning of the rental period, the City will retain all the rental fees. Cancellations or changes more than 14 days prior to the beginning of the rental period will incur a 10% fee to cover administrative costs. All changes or cancellations must be requested in writing and presented in person. *Reference Article 1 Section 2828(a).*
- XII.2 The staff of the Parks and Recreation Department reserves the right to reassign rooms or centers in order to better facilitate the ratio of room size to group size. Every effort will be made by the City's representative to avoid canceling any confirmed reservation. However, in the event of an emergency or extreme situation beyond the control of the City's representative, a confirmed reservation(s) may have to be rescheduled. All groups shall be aware of this possibility. Should a reservation be canceled for these reasons, it may be rescheduled. *Reference Article 1 Section 2828(c).*

SECTION XIII. EMERGENCIES

- XIII.1 In case of emergencies during the use of the community centers, including but not limited to: plumbing problems, power failure and air conditioning problems, the Applicant shall contact the Parks office at (281) 391-4840. After business hours, please contact City of Katy police dispatch at (281) 391-4848. *Reference Article 1 Section 2829(a).*
- XIII.2 If the staff is called out to respond to an emergency that is not the fault or responsibility of the City, (this includes pulling of fire alarms in a non-emergency situation) the Applicant will be billed a minimum of \$65.00 for the first hour with a charge of \$33.00 per hour thereafter for services rendered. *Reference Article 1 Section 2829(b).*

SECTION XIV. SPORTS FACILITIES RENTAL

- XIV.1 Reservations for sports facilities can be made up to three months in advance (tournament applicants are subject to an additional set of guidelines as provided in Sec.1.2831). *Reference Article 1 Section 2830(b).*
- XIV.2 Deposits will be refunded upon the following conditions being met: all equipment is in place and accounted for, the area had been thoroughly cleaned, including the parking lots, and all trash barrels emptied into the dumpster, the facilities have not been abused and fields have been returned into their original condition. *Reference Article 1 Section 2830(c).*
- XIV.3 After use of any ball field, the restroom key must be returned to the Katy Police Department. In the event the key is not returned, the Applicant will be held charged for the time until key is returned. *Reference Article 1 Section 2830(d).*
- XIV.4 No refunds will be made. Rainout dates will be rescheduled within the calendar year. Rainouts are determined by playable conditions and if any other teams utilized the fields during the hours of questionable weather conditions. All rented teams/fields must have unanimously, yet independently, made judgment calls on the playability of the fields. If one team deems the fields playable, rainout reschedules are not issued. *Reference Article 1 Section 2830(e).*
- XIV.5 Parking and vehicular traffic is permitted in designated areas only. *Reference Article 1 Section 2830(g).*
- XIV.6 No team or coach will be allowed to make cosmetic alterations to fields, (i.e., striping of fields, leveling of dirt, pitching mound changes), without the approval of the Parks and Recreation Director or his/her designee. If done without prior approval, deposits may be retained to cover the costs of repairing or reversing the alterations. *Reference Article 1 Section 2830(h).*
- XIV.7 Once an Applicant submits payment for ongoing reservations, in no case will that deposit be transferred to another Applicant. *Reference Article 1 Section 2830(a). Reference Article 1 Section 2830(j).*
- XIV.8 Reservation times for athletic field rental run in hourly increment limits:
(1) Daytime: 8:00a.m to 6:00 p.m. (hourly rentals)
(2) Evening: 6:00p.m to 11:00 p.m. (hourly rentals)
In the event an Applicant picks up the key prior to their designated reservation term, the City of Katy reserves the right to bill the Applicant an additional term fee equal to that of which they have previously paid and deem the Applicant's deposit non refundable. Lights are electronically set to turn on prior to the rental if after dusk. *Reference Article 1 Section 2830(k).*
- XIV.9 Katy City Park athletic facilities are for the sole use of recreation and practice facilities. Those wishing to use the facilities for tournament purposes must abide by tournament regulations. *Reference Article 1 Section 2830(l).*
- XIV.10 Programs conducted by the City will be given priority at all times, and the City reserves the right to change or cancel any reservations that may conflict with a City sponsored event or program. Staff will make a good-faith effort to avoid changing any existing reservations or rentals. In the event a reservation is cancelled by the City, the applicant will be allowed to reschedule to a different time or location without forfeiting any deposit or incurring any fees for changing

the reservation. Applicant will also be entitled to a refund of any deposits or fees if the rental did not take place. *Reference Article 1 Section 2830(m).*

SECTION XV. SPORTS FACILITIES TOURNAMENT RENTAL (Baseball/Softball)

- XV.1 Applicants must acquire event insurance with minimum liability coverage of \$1,000,000 (one million dollars) and provide a copy to the Parks and Recreation Department. The City of Katy must be identified as an additional insured on the policy. The document must be presented to the Parks and Recreation Department before the rental can be finalized. *Reference Article 1 Section 2831(a).*
- XV.2 All scheduled tournaments must be approved by the Director of Parks & Recreation and must show proof as an authorized designee or administrator of an organized sports organization. *Reference Article 1 Section 2831(b).*
- XV.3 Tournament reservations are made no more than two months in advance of requested date(s). *Reference Article 1 Section 2831(c).*
- XV.4 Applicants renting for the tournament must be on grounds at all times and are the responsible party for the tournament. *Reference Article 1 Section 2831(d).*
- XV.5 Applicants are responsible for tournament clean up and disposal of all trash from receptacles into the dumpster area located at the park. Applicant is responsible for arranging in advance for sufficient garbage containers (additional cans and dumpsters) and service for the containers to compensate for the increase in trash produced by the tournament. *Reference Article 1 Section 2831(e).*
- XV.6 Applicants needing to make cosmetic field modification during tournament play must meet with and have approval from the Director of Parks and Recreation. *Reference Article 1 Section 2831(a). Reference Article 1 Section 2831(f).*
- XV.7 Applicants wishing to use concession stands or sell concessions during the course of a rental must provide documentation identifying their organization as a registered, charitable, non-profit 501(c) entity. Any and all funds generated from the sale of items or services, or other financial contributions must go toward this nonprofit organization. *Reference Article 1 Section 2831(g) and Article 1 Section 2818(d).*
- XV.8 Applicants wishing to use concession stands or sell concessions during the course of a rental are responsible for acquiring all necessary inspections and permits. Copies of these must be provided to the Parks and Recreation Department prior to the rental. *Reference Article 1 Section 2831(h).*
- XV.9 Applicants will be charged an additional tournament fee to cover the use of the ancillary park amenities such as restrooms, parking lots and concession stands, if available. The tournament fee will be based on the number of fields that are rented. *Reference Article 1 Section 2831(i).*

SECTION XVI. SPORTS FACILITIES TENNIS COURTS & LEAGUE RENTAL

- XVI 1. All scheduled tournaments and leagues must be approved by the Director of Parks & Recreation and must show proof as an authorized designee or administrator of an organized sports organization. *Reference Article 1 Section 2832(b).*
- XVI .2 League and tournament reservations are made up to twelve months in advance of requested date(s). (Ordinance 2471 adopted 5/17/10). *Reference Article 1 Section 2832(c).*