



Special Events Packet

Contact Information:

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City of Buda Parks and Recreation Department

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Please use this as a checklist to ensure all sections have been read and documents have been accounted for prior to submission.

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Rental Fees Per Day			
Location for Exclusive Rentals	Non-Profit	For-Profit	Deposit (Refundable)
Bradfield Park/Pond	\$150	\$300	\$500
Downtown Greenbelt	\$150	\$300	\$500
Jackson Tyler Norris Memorial Skate Park	\$250	\$500	\$500
Stagecoach Park	\$250	\$500	\$500
Entire City Park	\$3500	\$5,000	\$3000
City Park Pavilion ONLY	\$750	\$1000	\$1500
City Park Amphitheater and Green Space ONLY	\$1000	\$2,000	\$1,500
City Park Amphitheater and Pavilion ONLY	\$1,750	\$3,000	\$1,500
Location for Exclusive Rentals	Resident	Non-Resident	
Sportsplex Tournament Rental (Full day reservations or 8-hour rentals)	\$125 (Per day, Per field)	\$200 (Per day, Per field)	
Deposit	\$50 (Per field, Per day)	\$100 (Per field, Per day)	
Lighting	\$15 (Per hour, Per field)	\$15 (Per hour, Per field)	
Concession Sales	20% of gross sales	20% of gross sales	
Gate Sales / Team Fee	20% of gross sales	20% of gross sales	
Additional Permits (if necessary)	\$10/ permit	\$10/ permit	

Are attendees allowed to bring food, drinks, or coolers?

Yes or No

Will weather effect the event taking place on the specific date and time set?

Yes or No

If yes, then what is your back-up date and time? _____

Ticket Prices (if any):

Advance \$:

Online \$:

Gate \$:

Other (parking) \$:

Vending & Ticket Sales

*The User agrees to obtain Vendor Permit(s) for each vendor present, in addition to a vendor percentage, if applicable.

Will concessions and food be sold?

Yes

If yes, please provide the menu and pricing: _____

No

Will alcoholic beverages be sold or served?

Yes (if yes, then fencing will need to be provided for the whole facility)

If yes, please describe items to be sold: _____

No

**Alcohol may be sold or served on the Facility premises only if all policies and laws of the City of Buda, Hays County, and the State of Texas are observed, including the regulations of the Texas Alcoholic Beverage Commission (TABC). Any and all alcohol serving and/or sales must be within a fenced and enclosed area.

Food Service and alcohol:

To ensure the safety of visitors and citizens, it is required that any organization, business, or individual selling or distributing food must have their food handler's and/or temporary food permit through Hays County.

[Food Establishments | Hays County \(hayscountytexas.com\)](http://hayscountytexas.com)

The Texas Alcoholic Beverage Commission (TABC) controls the sale or distribution of alcoholic beverages. In addition to the rules and regulations set by the TABC, the City of Buda has rules that apply to alcoholic beverages.

a. Alcoholic beverages. Possession, consumption, or distribution of alcoholic beverages is prohibited within all public parks and recreation facilities without obtaining a city alcohol permit except as follows.

(1) Possession and consumption of alcoholic beverages is limited to beer and wine served and/or sold on the premises, during community or private special events by individuals or

organizations that have obtained all necessary approval and documents required by the Texas Alcohol Beverage Commission. The permit holder will hold all liability responsibilities.

(2) Possession and consumption of beer and wine is allowed during designated city organized events in designated areas.

b. Glass containers. It shall be a violation for anyone exhibiting, using, carrying or disposing of glass beverage containers in all public parks.

If needed, please provide a copy of the Food Handlers Permit for each vendor & TABC license must be provided to the Parks and Recreation Department upon submission of this document.

If not, please check here

Unacceptable use of City facility:

User agrees that it shall not engage in or cause to be brought onto the Facility at any before or during use of the Facility, any use or activity that violates any federal, state or local laws and regulations. Specifically, City reserves the right to refuse, stop, or require modification of use by User based upon one or more of the following:

- Depiction in any form of nudity or semi-nudity, profanity, obscenity, or lewdness, or characterizations which suggest, depict, or promote any such element or sexually oriented products, activities, or materials.
- • Promotion in any form of illegal drugs, illegal drug use or illegal drug materials, or characterizations which suggest or depict the promotion or glorification of any such products, activities, or materials.
- Promotion of the use or sale of firearms, explosives or other weapons, or the depiction, suggestion or glorification of violence or acts of a violent nature.
- Use of language or descriptive material which taken in form and context is deemed to be unsuitable for and contrary to community standards of appropriateness for governmental or family publications.
- Use of words, language, representations, or descriptive material of any kind having more than one meaning or connotation, one of which would otherwise be prohibited under this policy; or
- If the City determines the health, safety and welfare of the general public is unreasonably jeopardized. (NO GLASS AND/OR STYROFOAM ALLOWED AT FACILITY)

Anti-discrimination: Discrimination by the User, its officers, agents, volunteers, or employees on account of age, race, color, religion, sex, physical disability, or nation origin in admission to the facility or vendor participation is prohibited.

Amusement Rides

All amusement rides must meet the Amusement Ride Safety Inspection and Insurance Act, and the Texas Occupations Code Chapter 2151. An amusement owner/operator must file with the Texas Department of Insurance an insurance policy with certain minimum limits for bodily injury for person using the ride and an annual amusement ride safety inspection certificate.

What’s considered as an amusement ride? Most mobile carnival rides, also include, but not limited to the following: concession go-carts, rock-climbing walls, bungee jumps, zip lines, mechanical bulls, trackless trains, continuous airflow inflatable rides/devices and various simulators.

Company Name: _____.

Contact Email and Phone Number: _____.

Insurance Policy: _____.

If not, please check here

Amplified Sound, Music, and Time Extension

All sounds and music produced by the Special Event must comply with City Ordinance No. 2013-34 which includes the following restrictions:

1. Maximum of 80 decibels during the day and 65 decibels during the nighttime.
2. The hours of the park are 6am – 10 pm.
3. If an exception to this standard is desired, please request it in writing to the Parks Director.

All exemptions must be city council approved

Company name: _____.

Contact Email and Phone Number: _____.

Request for extension approval:

_____.

➔ **If not, please check here**

Insurance

Any event that is opened to the public must provide public liability insurance from an underwriter licensed to do business in the State of Texas in the amounts NOT LESS than indicated. Comprehensive General (Public) Liability or its equivalent, with minimum combined single limits of \$500, 000 per person, \$1,000,000 per occurrence, \$1,000,000 products/completed operations aggregate and \$1,000,000 general aggregate per occurrence. This can be in the form of one day event insurance or by including the event as a rider on an existing insurance policy. Organizer of the event shall furnish the City of Buda with certificates of insurance or copies of policies, evidencing the required insurance one week before the event. Organizer shall require insurance provider to name the City of Buda as an additional insurer.

A copy of the insurance certificate must be turned in to the Parks and Recreation Department upon submission.

Parking

The City of Buda is committed to providing useful and appropriate facilities to serve special events of all sizes, from intimate weddings to regional attractions. Facility users are expected to utilize the facilities for their designated purposes to prevent undue hardship on adjacent residents and the city at large. Of primary concern is downtown parking during large events at City Park. To minimize safety concerns and conflicts with residents while encouraging off street parking, Parking Plan will be required for all venues. The plan will include location, transportation, direction, traffic flow, emergency access and handicapped parking. The plan requires approval of the Chief of Police and the Director of Public Works.

The parking plan must be submitted with the rest of this packet with the approval of city council.

Restroom Facilities

The provision of restroom facilities is the responsibility of the sponsoring organization. Permanent restrooms at City Park are not available for use during special events. The following guidelines will help you with the coordination of portable toilets for your event.

- An adequate number of toilets must be provided depending upon the number of participants expected and the duration of the event. Other factors include the ratio of male to female participants and the availability / consumption of alcoholic beverages at the event.
- ADA approved accessible toilets must be provided at the event.
- Toilets must be located on a surface that has adequate water drainage. The location must be approved by the Parks and Recreation Department.

Please include the supplier, suppliers contact information, and the date and time of pick-up and delivery.

Safety Management Plan

Events that are held on City Property must also submit a written Public Safety Management Plan. As the event coordinator, you are responsible for the safety of all participants. Consideration of Safety must be a top priority in all aspects of event planning. The following topics must be covered in your plan.

- Security Name and Schedule
- Crowd Management - Command Post
- First Aid Station
- Traffic Flow
- Inclement Weather
- Ingress and Egress of Event / Park
- Emergency Services on site if applicable
- Lost Children / Lost and Found Area
- Fencing and Barriers – ingress and egress

A copy of this plan must be submitted to the City of Buda Parks and Recreation Department to obtain approval from the Fire Marshal and Police Chief upon submission.

Security Requirements

Based on the size and content of your event, the City may require the use of certified/uniformed Peace Officers (Hays County Sheriff's Department/Buda Police Department/or another licensed Peace Officer). Security for special events is the responsibility of the sponsoring organization. The sponsoring organization must pay for any cost related to the security.

Security guards must be present 30 minutes prior to the beginning of the event to 30 minutes after the event is over. Officers must receive a schedule of the event and the hours they will be required on site as well as itinerary for the event. The names and contact information of these Officers will be required by the Parks and Recreation Department and due one (1) week prior to the event.

The city requires at least 1 officer per 1,000 people if you will not be selling alcohol, if you will be selling alcohol then it is 1 officer per 500 people. These should be based on your expected attendance.

The City of Buda has the right to require additional security for your event if deemed necessary

Security Company Name: _____.

Contact Email and Phone Number: _____.

Please attach proof of approval from the Buda Police Chief upon submission

Site Plan

All temporary structures, portable buildings, fences, food booths, stands, stages etc. will require a “Temporary Structure” permit available through the Buda Fire Department (See next page). A map of the event site, detailing the location of all structures must be provided in order to obtain a permit.

Please provide the site plan upon submission.

Stage

Stages and elevated platforms are the responsibility of the Sponsoring Organization. All such structures are subject to inspection and approval by the Fire Marshal.

Temporary Structures

Tents and membrane structures having an area in excess of 200 square feet (14'x14') and canopies in excess of 400 square feet (20'x20') shall not be erected, operated or maintained for any purpose without first obtaining a permit and approval from the Buda Fire Marshal's Office. A map of the event site, detailing the location of all structures must be provided in order to obtain permit. A Flame-Retardant Certificate is required for each “permit required” tent. Flame Retardant Certificates can be faxed to the Buda Fire Marshal's office at 512-295-4248.

If tents are going to be used...

Tent Vendor: _____.

Contact Email and Phone Number: _____.

The approval from the fire marshal is required upon submission.

→ If not, please check here

Traffic Control and Street Closures

All requests for city street closures must be handled through the Buda Police and Public Works Departments. The Parks and Recreation Department will assist in the procedure for street

closure. Final authorization of the street closure must be approved by the City Council. The sponsoring organization will be responsible for all associated costs of required traffic control devices and signage. A detailed map must be submitted outlining the street closure request and should include times of closures.

Please provide a map and short write up with traffic control details and street closures noted if needed upon submission.

Trash and Litter Removal

Clean, well-kept grounds are important to the safety and the satisfaction of the event participants. Sponsoring organizations are responsible for maintaining a clean site during the event as well as leaving the venue clean after the event. **Texas Disposal Services is required for any event within city limits.** All trash receptacles or dumpsters are the responsibility of the Sponsoring Organization. Event sites must be cleared of all ground trash immediately after the event. Failure to properly clean the event site will result in forfeiture of deposit.

Please provide Texas Disposal Services contact information, number of dumpsters, number of trash cans, and the date and time for delivery and pick up upon submission.

General Information, Policies, and User Requirements

Reservations: No verbal agreements for the use of the Facility will be valid. All reservations must be confirmed in writing. **Deposits shall be paid in full at the time reservation is made and the payment of all appropriate fees shall be made no later than thirty (30) business days after submission or within thirty (30) business days of being invoiced.**

Application for use of the Facility is not a guarantee or entitlement to same. **It is required that any event with an anticipated attendance of 500 people or more allow a minimum of forty -five (45) days for review.**

Abuse of Facility Policies: The Special Events Supervisor or his/her designee reserves the right to eject any person or group for breach of this Agreement, for violating applicable laws or for otherwise posing an unreasonable risk to the health safety and welfare of the general public. Any use of the Facility where there is violation of the terms of this Agreement, or applicable laws or where a use poses an unreasonable risk to the health safety and welfare of the general public may form the basis for the City to determine that the criteria for granting use of the Facility for a subsequent event is not met in accordance with applicable rules and regulations.

Weather: The Parks Director or designee has the right to terminate an event if in his/her opinion the ongoing weather situation could pose an unreasonable hazard to the guests, performers, staff, or the Facility. Notice – Facility may be subject to flooding. If flooding occurs, the User is responsible for ensuring the safety of its guests, performers, and equipment.

Copyright/Royalty Fees: User agrees, represents, and warrants that nothing contained in the event program, performance, concert, exhibition, or in any other way connected with the User's activities under this Agreement shall violate or infringe upon any copyright, patent, right of privacy, or other statutory or common law right of any person, firm, or corporation. Further, the

User warrants that all programs, performances, concerts, exhibitions or anything used or performed under this Agreement involving works protected by statutory or common law copyrights or other proprietary law have been duly licensed or otherwise authorized by the owners of such works or legal representatives thereof. User further agrees to indemnify and hold harmless the City of Buda, its officers, agents, volunteers, and employees, from any and all claims, fees, expenses or costs including legal fees asserted or incurred with regard to such warranty, agreement and/or representation. Standard ASCAP, SESAC, and BMI licensing fees will be paid as applicable by the City of Buda according to current municipal rates for the gross revenue. Any licensing fees required of the User will be the responsibility of the User to pay.

Indemnification: IT IS AGREED THAT USER INDEMNIFY AND HOLD HARMLESS THE CITY AND ITS OFFICERS, AGENTS, VOLUNTEERS AND EMPLOYEES FROM ANY AND ALL ACTIONS, CLAIMS, COSTS, DAMAGES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEY'S FEES AND COURT COSTS, ARISING OUT OF PERMITTEE'S USE OF THE FACILITY. FURTHERMORE, SUCH INDEMNIFICATION SHALL APPLY WITH RESPECT TO ALL ACTS OR OMISSIONS OF THE USER AND USER'S PARTICIPANTS, STUDENTS, SPECTATORS, INVITEES, LICENSEES, RELATIVES, FRIENDS AND THEIR RESPECTIVE INVITEES OR LICENSEES ASSOCIATED THEREWITH. THE USER SHALL BE LIABLE FOR ANY LOSS, DAMAGE OR INJURY TO PERSONS OR PROPERTY WHATSOEVER BY REASON OF THE NEGLIGENCE OF THE PERSON TO WHOM SUCH PERMIT IS ISSUED AND HIS OR ITS AGENTS, OFFICERS OR EMPLOYEES. SUCH INDEMNIFICATION SHALL APPLY REGARDLESS OF WHETHER THE CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, OR LIABILITY ARISE IN WHOLE OR IN PART FROM THE NEGLIGENCE OF THE CITY, ANY OTHER PARTY INDEMNIFIED HEREUNDER, THE USER OR ANY THIRD PARTY. THERE SHALL BE NO ADDITIONAL INDEMNIFICATION OTHER THAN AS SET FORTH IN THIS SECTION. ALL OTHER PROVISIONS REGARDING THE SAME SUBJECT MATTER SHALL BE DECLARED VOID AND OF NO EFFECT.

Release: THE USER HEREBY RELEASES, RELINQUISHES, AND DISCHARGES THE CITY, ITS OFFICERS, AGENTS, VOLUNTEERS AND EMPLOYEES FROM ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER, INCLUDING THE COST OF DEFENSE THEREOF, FOR ANY INJURY TO OR DEATH OF ANY PERSON AND LOSS OF OR DAMAGE TO ANY PROPERTY THAT IS CAUSED BY, ALLEGED TO BE CAUSED BY, ARISING OUT OF, OR IN CONNECTION WITH THE USER'S USE OF THE FACILITY. THIS RELEASE SHALL APPLY REGARDLESS OF WHETHER SAID CLAIMS, DEMANDS, AND CAUSES OF ACTION ARE COVERED IN WHOLE OR IN PART BY INSURANCE AND REGARDLESS OF WHETHER SUCH INJURY, DEATH, LOSS OR DAMAGE WAS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE CITY, ANY OTHER PARTY RELEASED HEREUNDER, THE USER, OR ANY THIRD PARTY. THERE SHALL BE NO ADDITIONAL RELEASE OR HOLD HARMLESS PROVISION OTHER THAN AS SET FORTH IN THIS SECTION. ALL OTHER PROVISIONS REGARDING THE SAME SUBJECT MATTER SHALL BE DECLARED VOID AND OF NO EFFECT.

Advertising: Advertising or announcements will not be made public without a security deposit and prior approval of this Agreement by the City. All visual media must include language specifying all City Park policies relevant to the User's event. Use of the City of Buda's logo or graphics in advertising or announcements is strictly prohibited unless otherwise expressly authorized by the City in writing.

Service/Personnel Fees (Staff Costs): All events held at the City Park Amphitheater or Pavilion will be required to have the City of Buda's staff representative and backstage manager present at the expense of the User. For all events at the Amphitheater or Pavilion, the User is required to utilize volunteers or its own internal employees for all other elements of the event. Costs associated with the City staffing as set forth in this paragraph will be charged to the User upon the conclusion of the event in the form of a final invoice. The City reserves the right to collect staff costs prior to an event.

Security Deposit: A security deposit is required for all reservations and must be paid in full when the reservation is made. Security deposits shall be used by the City to hold and confirm reservations, and to repair, replace, or pay for any property damage that occurs during the User's event at the Facility including set up and take down. The minimum deposit required is set forth in the most recent resolution adopted by City Council with respect to this subject matter, and as attached hereto. User shall be responsible for all damages to the Facility and for the cost of any unreasonable wear and tear of the Facility or services, emergency or public safety services including police and fire, provided to, at or dispatched to the Facility as a result of User's misuse, improper or unlawful use of the Facility. The deposit may be held by the City at the discretion of the City for a period of time reasonably necessary to determine the full extent of damages and to make all repairs or secure replacements. The unused portion of the deposit will be refunded upon the following conditions: 1) all terms of this Agreement have been met, 2) the Facility is left in good condition, and 3) cancellation procedures have been properly followed.

User Fees: User Fees are established and approved by the City of Buda City Council on a regular basis. The user fee must be paid thirty (30) business days in advance of the event, or the event will not occur. The current schedule of fees is set forth in the most recent resolution adopted by City Council of the City with respect to this subject matter, and as attached hereto.

Ticket Sale and Admission Fees for City Park: The User may charge an admission fee to the event. The number of tickets available for presale shall be limited to 3,500 for Amphitheater events. While an event is in progress, the City Special Events Supervisor or his/her designee may authorize additional admission if such would not jeopardize the health, safety, and good order of the event.

Cancellation Refunds: Full refunds of fees or deposits, including security deposit, require advance written notice of cancellation to the City Parks Director (30) days or more prior to the user date.

Exemptions

Specific changes or exemptions from the requirements of the Special Events Packet may require City Council approval. All such requests must be made when the packet is approved by the Parks and Recreation Department. The User agrees to pay \$ _____ on or before _____ for use of the Facility for the above stated purpose(s) on the date(s) and time(s) indicated.

The undersigned, both individually and on behalf of the organization, agrees to defend, indemnify, and hold the City of Buda and its officers, employees, and agents harmless and free from any liability of any nature, including but not limited to liability for damage or injury to any persons or property costs and attorney's fees arising out of or in connection with the use of city recreational facilities regardless of whether the city was actively or passively negligent, either solely or contributory in connection with such liability. I certify that we have received and read the rules and regulations. I, the undersigned, do hereby agree that we will abide by the policies governing the use of this facility and I will be responsible for any damages to the facility, furniture, or equipment caused by the occupancy or our organization on the premises.

I, THE UNDERSIGNED, AGREE TO ADHERE TO ALL OF THE ABOVE AND ALL APPLICABLE GUIDELINES, ORDINANCES, POLICIES, USER REQUIREMENTS AND RESTRICTIONS, AND TO PAY ALL APPLICABLE DEPOSITS, FEES AND EXPENSES.

ACCEPTED AND AGREED:

Signature _____ Date _____

Printed Name _____

Address/City/State/Zip _____

Phone _____

Map References

Please use the map provided to create your site plan, emergency/safety management plan, location of port-o-potties, location of light towers, location of trash cans, vendor spots, entrance/exit location, and fence (if necessary).



This is an example for what areas are available for parking. You may use this template but please indicate entrance/exit, if any lot is specific for staff, light towers and parking and traffic plan.

