

NEAL RECREATION CENTER

Facility Guidelines

- When facility capacity is reached, no others will be allowed inside for safety concerns.
- Outside admission cannot be charged for persons attending a rental.
- Rental fees must be paid at least 7 working days prior to rental
- Applicant is responsible for setting up and taking down equipment used in rental unless set-up and clean-up fee is paid
- Applicant and participants are permitted to use only the areas requested in the agreement
- Applicant is completely responsible for all the actions and results of those actions of any individual or group contracted to do business on the facility on behalf of the Applicant
- Applicant must vacate the premises and remove all property, equipment and supplies by the end of scheduled rental time
- Alcohol, drugs, tobacco products and weapons are not allowed on the premises.
- Applicant and participants must adhere to all Neal Recreation Center rules and procedures. Failure to do so will result in removal from facility and all fees are non-refundable.
- Applicant will not post, exhibit or allow to be posted or exhibited any signs, posters or advertisements on City of Bryan property unless pre-approved by City of Bryan.
- Applicant shall return the facility in the same condition as when received
- Cancellation or rescheduling of rental must be made 7 days in advance of scheduled rental and is subject to a 10% fee or \$10.00 charge, whichever is higher
- All Neal Recreation Center employees have full authority to enforce all facility rules. Staff reserve the right to deny entry to the facility.
- A licensed Police Officer may be required to serve as security for the rental. Applicant is responsible for providing such security in the event it is
- Applicant has read and received a copy of Neal Recreation Center use guidelines (attached)
- Applicant shall indemnify, hold harmless, and defend City, its officers, employees, volunteers and representatives from liability or action resulting from personal injury, death, or property damage arising from the Applicants performance of this Agreement, including, but not limited to injuries and damages caused by the negligent acts or omission of Applicant, its employees, performers, agents, and/or representatives and against any and all claims or suits or causes of action of any material performed under this Agreement. Said indemnification shall include the cost of any City Attorney's fees.

SITE GUIDELINES

1. It shall be unlawful for any person to conduct any of the following activities without the prior authorization of the City of Bryan:
2. To drive or park any vehicle in any area except in designated areas.
3. To allow any dog or any domestic animal to run at large in the facility. The pet must be on a leash and non-disruptive to the patrons.
4. To possess any firearms, air guns, fireworks or explosive devices in the facility area, unless the individual possesses a concealed handgun permit.
5. To exhibit or offer for sale any article or service in any area except those persons granted a Vendor Permit.
6. To injure, deface, destroy, sever or remove any property.
7. To bring in, dump, deposit or leave any glass bottles, broken glass, discarded vegetation, ashes, paper, boxes, cans, garbage dirt, rubbish, waste or any other trash in the facility except in designated receptacles.
8. To leave before all trash is placed in disposal receptacles as provided.
9. To launch or fly rockets, model airplanes, or to propel objects such as arrows, javelins or other missiles in the facility.
10. To gamble or to participate in any games of chance.
11. To attach any rope, wire or other contrivance to any tree, or plant in the facility without prior authorization.
12. To dig, stake or otherwise disturb grass areas without prior authorization.
13. To walk or ride hoofed animals in the facility without prior authorization.

SPECIFIC CONDITIONS OF RENTAL:

- When facility capacity is reached, no others will be allowed inside for safety reasons. Specific rooms' capacities are as follows:

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|--------------------|------------|
| Multipurpose Room | 75 people |
| Multimedia Room | 40 people |
| Arts & Crafts Room | 30 people |
| Gym | 300 people |
- Outside admission cannot be charged for persons attending a rental function.
- Rental fees are to be paid at least seven (7) working days prior to the rental. All cancellations or rescheduling of rentals must be made seven (7) days in advance or be charged a fee of \$10 or 10% of rental fee whichever is greatest.
- Alcohol, drugs, tobacco products and weapons are not allowed on the premises. Persons under the influence or in possession of alcoholic beverages or other drugs will be forbidden from using the Recreation Center.
- All rental participants must be supervised and remain in designated rental areas for the duration of the rental.
- Profanity, abusive language, littering, loud noises, rough play, gambling, running, fighting, or theft will not be tolerated or permitted. Patrons may be banned from the premises for such offenses.
- The renter is responsible for setting up and taking down the items used in the rental, and removal of all trash, unless a set up fee and take down fee are paid.
- Shoes and shirts will be required in all rooms at all times. Athletic shoes will be required in the gym at all times if playing basketball.

- Basketballs will be used only in the gym. Hanging from basketball rims will not be allowed.
- Rough treatment or abuse of equipment will be grounds for forfeiting use of the equipment or the facility.
- Bounce houses and/or inflatables are not allowed to be used or set up in the facility.
- The City of Bryan will be held harmless for any liability, loss, cost, expense, or damages uncured at the Neal Recreation Center.
- All Neal Recreation Center employees have full authority to enforce all facility rules and correct any observed wrongdoing. The Neal Recreation Center reserves the right to deny entry to individuals into its center, should the individuals choose not to follow the rules of the facility.
- The rules and regulations may be changed at any time by the Neal Recreation Center staff to ensure the safety and well being of the customers and the facility. Staff may take action to ensure the safety and well being of the customers and the facility, even if such action is not specifically provided herein.
- Neal Recreation Center reserves the right to require a licensed police officer (must be Bryan PD, Brazos County Sheriff's Deputies or other State of Texas licensed peace officers) depending on the type of rental. These persons are to be provided by the individual group reserving the Neal Recreation Center to ensure safety to patrons, staff and the facility. Written evidence that the necessary licensed peace officer(s) have been obtained along with a copy of the peace officer license must be shown to the Neal Recreation Center staff at least five (5) days in advance of the reservation date. Failure to comply with this regulation will result in a forced cancellation, and only half of the original payment amount will be refunded.

**BRYAN POLICE DEPARTMENT
City Facility Reservation Agreement**

Applicant acknowledges that a City Park Reservation does not grant any exceptions for any City of Bryan ordinances. This includes the City of Bryan noise ordinance.

Section 50-121. – General Prohibition

Any unreasonably loud, disturbing, unnecessary noise which causes material distress, discomfort, or injury to persons of ordinary sensibilities in the immediate vicinity thereof is hereby declared to be a nuisance and, as such, is liable to be abated, is hereby prohibited, and the person guilty of causing, permitting, or suffering them or any of them upon any premises or upon any building, occupied or controlled by him or her in any street, alley, sidewalk or gutter immediately adjacent to such premises shall, upon conviction, be fined as provided in section 1-14. Any noise of such character, intensity, and continued duration which substantially interferes with the comfortable enjoyment of private homes by person of ordinary sensibilities is hereby declared to be a nuisance and as such, is liable to be abated, is hereby prohibited, and the person guilty of causing, permitting, or suffering same upon any premises or in or on any building occupied or controlled by him or her in any street, alley, sidewalk, or gutter immediately adjacent to such premises shall, upon conviction be defined as provided in section 1-14. (Code 1975, 17-20, Code 1988, 11-46)

Please reference Section 50-122 Enumeration Ordinance for definition of acts as defined and declared as noise nuisances.

Applicant acknowledges that if the reservation is approved, it does not provide special privilege to violate any state law or city ordinance. If applicant is determined to be in violation, they may be subject to fine and/or cancelation of event.

Signature: _____

Date: _____

Event Location: _____

Event Date/Time: _____

Please sign and keep with you during your rental.