



Independence Park Rental Guidelines – Category A

A. GENERAL CONDITIONS

1. Category A rentals such as, but not limited to festival, concert, carnival, fair/circus, theater production, or craft fair/market may be reserved up to 18 months in advance. Applications submitted less than 30 days prior to event date will not be considered.
2. The Event Organization is responsible for ensuring that all those who use Independence Park facilities, including all guests, service providers, vendors, volunteers, staff, caterers, bartenders, musicians, DJs, entertainers and/or group members, comply with all conditions in the Agreement and all applicable rules, regulations and ordinances. Pearland Parks & Recreation may deny future reservation applications for similar activities or events from this applicant or Event Organization if the applicant fails to abide by all terms and conditions in this Agreement.
3. The person who signs the Rental Agreement on behalf of the Event Organization must be 21 years of age or older to reserve the facility, and must provide verification of age and physical address with current Texas Driver's License or Identification Card.
4. The person who signs the Rental Agreement on behalf of the Event Organization is required to be at Independence Park facility during the entire time that it is being used pursuant to this Agreement. The Event Organization who signs this Agreement is responsible for the entire event including set up, operation, and break-down.
5. The full day use of Independence Park facilities will be available between 6 a.m. and 10 p.m. (extension of event time requires approval from Pearland Parks & Recreation, and additional fees may apply). Half-day rentals are from 6 a.m. to 12 p.m. or 2 to 8 p.m.
6. Event Organization shall provide and secure approval of the final layout plan for their event at least 30 days prior to the scheduled event. Requests for changes less than 30 days from the event date will only be considered at the City's discretion. Failure to comply with the approved layout plan may result in additional costs, cancellation of event, and/or prohibition from holding future events at Independence Park. Layout plan should identify all event elements including, but not limited to, tables, chairs, canopies/tents, fencing, points of ingress and egress (entrances, exits, emergency exits), stages, speakers, lighting, vendor(s) or food concessions, parking, security, crowd management, first aid stations, portable restrooms, generators, protection of City assets, and other structures/equipment.
7. Event Organization shall comply with all regulations established by the City for the intended public property, park or facility; contract and coordinate the use of the public property, park or facility with the authorized managing City agency; and comply with all codes and regulations governing public safety or health including but not limited to, health codes, building codes, fire codes, permits for sale of food, tent safety plan and/or permits, sign permits, and state traffic regulations.
Ordinance No. 1448
8. Special Event Permit – The Event Organization is required to obtain a Special Event Permit if the event is a parade, circus, march, or similar activity; if 1,500 people or more are anticipated to attend at one time or 3,000 or more over the course of a day; if the event is conducted on, over or through any State controlled roadway or City thoroughfare or collector street as shown on the City's [Thoroughfare Plan](#) if an activity component is regulated by the City's animal-related codes; if alcohol will be present; if the event will require use of or impact City facilities or services over and above normal use for that property in its current condition; if any

temporary structures including tents valued over \$300 or 200 sq. ft. in size. Temporary structures requiring a Special Event Permit will also require a [Temporary Activity/Structure \(Tent\) Permit](#).

9. The Fire Marshal or designee shall review and approve an Event Public Safety Plan, as necessary for [Special Event Permit](#). The safety plan, conducted in coordination with other City departments, must address code compliance and operational concerns, including emergency medical services. *Ordinance No. 1348, International Fire Code 2015 ed. Section 40312.2*
10. The Event Organization is required to pay for the provision of police officers. General guidelines for non-alcoholic events are as follows:

No Officers Required	Less than 75 people
2 Officers Required	75 – 750 people
3 Officers Required	751– 1,499 people

11. If alcohol is present, Event Organization are required to obtain a Special Event Permit and adhere to security requirements in the permit. The Event Organization is required to secure officers from Pearland Police Department, unless granted permission from Pearland Parks & Recreation, and must pay the current rate set by the Pearland Police Officers Association. If deemed necessary by Pearland Parks & Recreation, additional officers and/or supervisors may be called in during the event at a premium rate at the sole cost of the Event Organization.
12. Operation of motorized vehicles on park property except on roadways and other specifically designated areas shall comply with section 20-13 of the Code of Ordinances. All vehicles delivering or picking up equipment must use the designated loading areas to drop off and pick up equipment. No vehicles may be driven or parked on the lawns, sidewalks, or pathways without prior authorization from Pearland Parks & Recreation. If granted authorization, the Event Organization is responsible for taking the necessary precautions not to damage the surface area. Any additional protective measures or equipment needed to drive or park vehicles onto the park safely will be the responsibility of the Event Organization. Failure to do so will result in a deduction from the Damage Deposit. If the cost exceeds the Refundable Damage Deposit, the Event Organizations will be invoiced with the remaining balance.
13. All smoking is prohibited in City of Pearland Park facilities. Further, smoking is defined as all tobacco products or otherwise, manufactured or produced for the purpose of inhaling, either through traditional burning, vaping or e-devices. *Ordinance No. 1448*
14. All equipment and property brought to Independence Park must be removed by the break-down time designated in the Agreement.
15. Pearland Parks & Recreation is not responsible for any equipment and/or property left at Independence Park.
16. Pearland Parks & Recreation and/or the Pearland Police retains the right to terminate an event and require all attendees to vacate the rented space if, in the City’s sole discretion, if is determined that any City policies or laws are being violated or unsafe conditions.
17. Likewise, Pearland Parks & Recreation reserves the right to cancel a reservation, change, or modify the extent of services in the event of an interruption in utility services, emergency, threat of imminent danger, or act of God. This includes cancellation or interruption of an event due to weather-related circumstances that could negatively impact health and safety or park conditions. *Ordinance No. 1448*
18. Event Organization is responsible for ensuring that all event activities comply with all State and Local laws.

19. The advertising, promoting or endorsing of activities, goods, products or services that are prohibited by, or illegal under State of Texas or Local law is strictly prohibited on City property. If the Event Organization has any signage for use during the event that the City believes is a violation of these laws, the City reserves the right to immediately terminate the event without prior notice at any time, and there will be no refunds of deposits and fees.
20. Mention of the City of Pearland or Pearland Parks & Recreation and/or use of City's logo for advertising and promotions is strictly prohibited without prior written permission and City's final approval of all advertising materials and or publicity that include mention of the City of Pearland or Pearland Parks & Recreation.
21. Failure by the Event Organization to comply with any provision of the Agreement is a breach of contract that may, at the sole discretion of Pearland Parks & Recreation, result in immediate termination of the Agreement. In the event of a breach of contract no refunds will be made including deposits and/or fees.
22. The Agreement gives Event Organization exclusive right to use the area of Independence Park described in this Agreement. To the extent allowed by law, Pearland Parks & Recreation will take reasonable steps to facilitate that exclusive right. However, Event Organization acknowledges and understands that Independence Park is otherwise generally open to the public and that the City is not responsible for interruptions of, or disturbances to, the Event Organization's event caused by persons or organizations not in the Agreement.

B. FEES AND DEPOSITS

1. Events that are open to the public and that include the sale of anything (e.g., ticket sales, merchandise, food and beverages, alcohol, etc.) will be charged the base area rental fee and 5% of net revenues.

Resident (Person/Organization within the City of Pearland): Base Area Rental Fee

Location	Deposit	Half-Day	Full Day
Stage & Lawn	\$300	N/A	\$450
Large Pavilion	\$200	\$180	\$270
Lawn A	\$50	\$60	\$90
Lawn B	\$50	\$60	\$90
Full Park	\$500	N/A	\$1,200

Non-Resident (Person/Organization outside of the City of Pearland): Base Area Rental Fee

Location	Deposit	Half-Day	Full Day
Stage & Lawn	\$300	N/A	\$675
Large Pavilion	\$200	\$270	\$405
Lawn A	\$50	\$90	\$135
Lawn B	\$50	\$90	\$135
Full Park	\$500	N/A	\$1,800

Non-Profit (501c3 organization): Base Area Rental Fee

Location	Deposit	Half-Day	Full Day
Stage & Lawn	\$300	N/A	\$225
Large Pavilion	\$200	\$90	\$135

Lawn A	\$50	\$30	\$45
Lawn B	\$50	\$30	\$45
Full Park	\$500	N/A	\$600

Event Organizer must provide a current copy of IRS non-profit determination letter (if applicable)

**\$25 cancellation fee prior to 30 days for Resident, Non-Resident, and Non-Profit rentals*

2. Within thirty days of the conclusion of the Event the Event Organization must provide the City with a report of the Event which shall contain the following:
 - a. Brief summary/overview of the Event;
 - b. Event Attendance;
 - c. Revenue and expense report;
 - d. List of Attendee Zip Codes (optional - providing zip codes will help to determine future levels of City support).
3. Upon receipt of the Event Report the City will invoice Event Organizer for 5% of net revenues. Fees based on revenue will be due within 30 days of invoice date.
4. The Event Organizer must reside or operate a business within the Corporate City Limits of Pearland to qualify for the resident rate.
5. Category A rentals such, but not limited to; a festival, concert, carnival, fair circus, theater production, or craft fair/market may be reserved up to 18 months in advance. Rentals not available less than two weeks prior to event.
6. Deposit amount and a completed and signed agreement are required to make a reservation. The balance of all fees and deposits is due 45 days before the event date. *Failure to meet this 45-day deadline will result in cancellation of the reservation, and no fees or deposits will be refunded.*
7. The fee paid to reserve and use Independence Park facilities includes set up time and break-down time.
8. A refundable Damage Deposit is required for all events, in addition to a reservation and use fee.
9. The Damage Deposit will be used to cover the reasonable cost, if any, of missing or damaged equipment or property, extra cleaning, repairs, and overtime fees as a result of the Event Organization’s use of the Park, the event, officers, employees, agents, contractors, licensees, servants or guests. If the cost exceeds the Refundable Cleaning/Damage Deposit, the Event Organization will be invoiced with the remaining balance.
10. If an event does not end at the time specified on Rental Request (Event end time), an additional overtime fee will be deducted from the Cleaning/Damage Deposit. If the cost exceeds the Refundable Cleaning/Damage Deposit, the Event Organization will be invoiced with the remaining balance.
11. All cancellations or changes to a rental permit must be received in writing at least 30 days prior to the scheduled event date to receive a refund, minus a \$25 cancellation fee. If a reservation is cancelled within 30 days of a scheduled event, all fees will be retained.
12. Waiver of fees, partial or in whole, may be granted on a case-by-case basis at the discretion of the Pearland Parks & Recreation Director. Tourism related organizations within the City of Pearland may request a waiver of fees through the coordination of the [Convention & Visitors Bureau](#). Events or programs sponsored, co-sponsored, or supported by the City of Pearland and groups who have entered into use agreements with the City are included in this category.
13. Rentals cannot be transferred, assigned, or sublet.

C. DECORATIONS

1. At least 30 days before the event date, you must submit plans for decorations, if any, to Pearland Parks & Recreation for approval. Only those decorations approved by the Pearland Parks & Recreation may be used.
2. Installation and removal of all decorations are the sole responsibility of the Event Organization using Independence Park facilities.
3. All decorations must be non-flammable and must not obstruct any entrance or fire exit. Pearland Parks & Recreation may remove materials or decorations that obstruct any entrance or exit.
4. The Event Organization using Independence Park facilities must remove all decorations including, balloons, streamers, tape, etc. during the scheduled rental hours. Failure to do so will result in a deduction from the Damage Deposit to remove the decorations. If the cost exceeds the Refundable Damage Deposit, the Event Organizations(s) will be invoiced with the remaining balance.

D. PROHIBITED ITEMS

1. Glass containers.
1. Personal barbeque pits.
2. Confetti, glitter, rice, birdseed, oil lamps, any open flame, artificial flower petals, piñatas, glass pebbles/beads, jelly water beads, feathers, and anything attached to a tree, shrub or park property.

E. FIREWORKS

1. The possession or use of fireworks (or pyrotechnics) within the City of Pearland and the surrounding extraterritorial jurisdiction is prohibited without prior approved permit from the Parks & Recreation Director. *Code of Ordinance, Chapter 10 Article IV*

F. ALCOHOLIC BEVERAGES

1. Alcohol is allowed in the park, however, a [Special Event Permit](#) must be obtained if alcohol will be sold and/or commercially distributed.

G. FOOD AND BEVERAGES

1. The Event Organization and all food and non-alcoholic beverage vendors must apply for the City of Pearland Food Service License. All vendors must obtain proper permitting to sell or distribute within the City of Pearland. Permits to serve can be obtained from the City of Pearland Permits Department.
{Insert Food Service License Application link}
2. Temporary Food Establishment Applicants must take all necessary precautions not to damage the surface area occupied by their set-up and cooking area. All grease and oil must be disposed of in an approved container located on a paved, non-porous surface. Grey water must be disposed of in approved container and removed at the conclusion of the event.
3. Food and beverages shall not be served outside the designated rental area(s) per this Agreement.
4. All food vendors must be permitted by City of Pearland Health Department.
5. Any temporary food establishment must have one 3A-40BC fire extinguisher and Class K fire extinguisher.
6. All outdoor cooking operations must have a minimum of 10' clearance from all combustible materials to include other canopies or cooking tents.

H. MUSIC AMPLIFICATION

1. All event amplified sound equipment shall be pointed away from sensitive receptors, such as residential and neighboring commercial buildings. An amplification plan may be required and is subject to approval by Pearland Parks & Recreation.
2. Pearland Parks & Recreation retains the right to monitor and limit sound levels and hire an independent sound engineer at the Event Organization's expense so that music or voices do not exceed the following: 75 decibels ("A" weighting) at the property line. Amplified sound is only permitted between 8 a.m. and 8 p.m. Sunday-Thursday and 8 a.m. and 10 p.m. Friday-Saturday (extension of event time requires approval from Pearland Parks & Recreation, and additional fees may apply). *{Free smartphone applications, such as Decibel X, are available on Android and iOS}* Ordinance No. 1158

I. LIGHTING

1. No lighting or visual effects may be aimed into the path of air traffic, buildings/schools or houses surrounding the park.
2. If the scheduled time of event per this Agreement is to go past sunset, additional lighting may be required. Event Organization is responsible for ensuring that event lighting is adequate to maintain a safe and secure environment. Pearland Parks & Recreation may require the Event Organization to submit a lighting plan to show the location, size, and coverage area of lighting equipment. The lighting plan is subject to approval by Pearland Parks & Recreation. Ordinance No. 835

J. RESTROOMS

1. The Event Organization will be required to pay for additional portable restrooms and hand washing stations for their event based on, but not limited to, expected attendance of 300 or more; location of event; length of event. A minimum ratio of one portable toilet per 100 guests and one Accessible portable per 10 portable restrooms is required. Events with alcohol should consider 15-20% more portable toilets. Pearland Parks & Recreation will approve locations appropriate for portable restrooms.

K. BREAK-DOWN

The reservation and use fee includes break-down time. The minimum break-down described below must be completed during this period. You are required to return the area(s) to the same condition it was found in by the "Break-Down" section per the Agreement.

1. General break-down:
 - a. All trash removed from the reserved area and properly disposed of.
 - b. Remove all decorations, leftover food, beverages, and equipment from the area.
 - c. Pearland Parks & Recreation will complete a Pre and Post-Event Checklist with the Event Organization.
2. After the scheduled reservation end time, any additional time needed to complete the minimum break-down will be deducted from the Cleaning/Damage Deposit. If the cost exceeds the Damage Deposit, the Event Organization will be invoiced for the remaining balance.

L. INSURANCE AND DEFENSE AND INDEMNIFICATION

The Event Organization must provide a Certificate of Liability showing proof of insurance for the duration of the time reserved. Event Organizer shall obtain the following insurance policies:

1. Commercial General Liability Including automobile. A commercial general liability insurance policy with combined limits of liability for bodily injury or property damage as follows (requirements are shown as listed on a standard form certificate of insurance):

\$1,000,000	Per Occurrence
\$1,000,000	Policy Aggregate
\$1,000,000	Personal and Advertising Injury

2. Event Organization must provide an Additional Insured Endorsement form listing the City of Pearland (3519 Liberty Drive, Pearland, TX 77581) as an Additional Insured under the policy. Additionally, the Event Organization must provide a Waiver of Subrogation in favor of the City. All Certificates of Insurance and endorsement forms must be provided to the City at the same time when the organization provides proof of coverage, no later than 15 days before the event date. Failure to meet this deadline will result in cancellation of the reservation. No fees or deposits will be refunded. The name of the person who signs this Agreement must be the same as the name on the insurance policy.

In consideration for the City of Pearland granting the undersigned Event Organizer representative permission to hold the proposed event on public property and to display, sell or offer for sale wares, services, and/or food or merchandise within the perimeters of their event venue, the undersigned agrees to assume the defense of and indemnify and hold harmless the City, its employees, officers and agents against any and all claims, liabilities, judgments, costs, causes of action, damages, expenses, and shall pay all attorney's fees, court costs and other costs incurred in defending such claims, which may accrue against, be charged to, be recovered from or sought to be removed from the City, its employees, officers and agents by reason of or on account of any personal injury or death or damage to property arising from the undersigned's event and associated activities, if such personal injury or death or damage of property is caused by the acts or omissions or negligence of the undersigned, or the undersigned's employees and agents or by such acts, omissions or negligence of any other person subject to the undersigned's control. The City, its employees, officers, and agents shall not have to give the undersigned any specific types of notice of such claims.