

**THE ROSE GARDEN**  
**at**  
**GUSSIE FIELD WATTERWORTH PARK**  
**RENTAL POLICY**



[www.farmersbranchtx.gov](http://www.farmersbranchtx.gov)

**City of Farmers Branch  
Rental Agreement  
The Rose Garden at Gussie Field Watterworth Park Use Agreement**

Introduction: The Rose Garden at Gussie Field Watterworth Park is operated by the City of Farmers Branch as a division of the Parks and Recreation Department. We appreciate your consideration of our garden for your event. Please keep in mind that our primary function is to educate the public about EarthKind gardening. Due to the changing nature of the garden the City is not able to guarantee or predict when the roses are in bloom. In planning your function, we hope you will explore the beautiful garden and have a most successful wedding, reception, luncheon, tea or party.

We encourage rental activities that are consistent with the variety and beauty of the site. In recognition of the fragile nature of the garden, we believe that sensible rules are appropriate to ensure the continued condition of the garden.

Reservations will be taken up to one (1) year in advance of the event.

Reservations will be made only after renter has read, agreed to abide by, signed the contract, and paid the rental fee/security deposit (see page 9).

**Hours:**

Sunday – Saturday                      6:00 AM to 10:00 PM

**Please make an appointment to view the garden or submit paperwork.**

**972-919-2620**

## GENERAL REGULATIONS

### **FEES (see page 9)**

The rental fees/security deposit are due at the time of reservation. Reservations will be made when rental fees/security deposit have been paid and all paperwork.

### **DEPOSIT (see page 9)**

The rental fees and security deposit are deposited. Security deposits are refundable seven (7) to fourteen (14) working days after the scheduled reservation and/or when all conditions of the contract are met—non-damage to the garden or surrounding property, cleaning, trash removal, decorating requirements, and rental equipment removal. All refunds are subject to the final discretion of the Park Landscape Manager.

### **CANCELLATION POLICY**

If rental agreement is canceled in writing thirty (30) days or more in advance, the security deposit and rental fees are refundable. If written notice is received less than thirty (30) days prior to the event, the security deposit and all rental fees can be forfeited. If paying by check and the check is returned (insufficient funds), reservations will automatically cancel. The check writer will be held liable for non-sufficient fund charges in accordance with current City policy.

### **LIABILITY**

All renters agree to pay for any damage done to the garden and surrounding property by themselves, their guests, caterers, or hired staff during or pertaining to their rentals. A signed contract covering this aspect will be required at the time of rental application (see General Statement of Understanding page 11). If damage should occur, notification will be given to the renter as soon as damages and replacement, repair and/or cleanup costs have been determined. If replacement, repair and/or clean up by City staff is required, the renter will be financially responsible for the cost of the replacement, repair and/or clean up not covered by the deposit. The City of Farmers Branch is not responsible for anyone injured on the premises, personal property left on the site, or rental equipment. For the safety of guests and visitors to the Garden, aircraft such as helicopters, hot air balloons, etc. will not be allowed to land or take off from the property without the written approval of the Director of Parks and Recreation.

## **DECORATIONS**

**The use of tacks, staples, tapes, or adhesives of any kind is prohibited.** Tied ribbon is permitted as long as no nails or tacks are attached. Decorations must be outside rose beds. **Aisle runners are prohibited.**

Candles are permitted and must be securely supported on a substantial non-combustible surface and candle flames must be protected (votives, etc.). Tiki torches are not permitted. Fireworks are prohibited on the property.

While it is not permissible to throw rice, confetti or birdseed; bubbles and flower petals may be used. Butterfly and dove releases are permitted.

Archways, chairs, and tables may be used on the grounds. However, the renter will need to meet with City staff prior to the reservation for suggested placement. A damage fee may be incurred if damage is done to the turf.

The renter is responsible for leaving the Garden in its original condition. If cleaning by city staff is needed after the rental, staff time will be deducted from the security deposit at the rate of \$25.00 per man hour.

## **TENTS**

A tent maybe used on the grounds. However, the renter will need to meet with City staff prior to the reservation for placement instructions. The tent company will be required to provide the City of Farmers Branch with proof of General Liability Insurance in the amount of \$1,000,000 per occurrence and sign a Hold Harmless Agreement.

## **SIGNAGE**

No directional signage advertising the event will be permitted, i.e. signs with balloons and/or streamers.

**REHEARSAL/  
SETUP/  
DELIVERIES**

A two-hour rehearsal may be scheduled during Garden hours at no charge if using the Garden for a wedding.

The renter or event representative for your party must be available to accept and inspect deliveries. Deliveries may be made up to (two) 2 hours prior to your scheduled reservation time. Request for variances may be submitted in writing. Rentals must be picked up immediately following your reservation. **Any theft or loss of rental items at the Garden at Gussie Field Watterworth Park is the responsibility of the renter.** The City of Farmers Branch assumes no liability for loss or damage of rental items (tables, chairs, serving equipment, etc.).

**DRESSING**

There are no dressing facilities on site. There is a public restroom located near the Gussie Field Watterworth Park Pavilion.

**CATERERS**

Limited (drop off service):

All caterers who are providing catering services at the Garden at Gussie Field Watterworth Park are required to provide the City of Farmers Branch with proof of General Liability Insurance in the amount of \$1,000,000 per occurrence, and Automobile Liability Insurance, \$1,000,000 Combined Single Limit and a signed catering agreement (page 12).

The City of Farmers Branch shall be named as an Additional Insured on each applicable policy. Such proof of Insurance shall be provided prior to the catered event.

Full-Service:

All requirements of limited catering and proof of Workers Compensation Insurance, per State of Texas Statutes.

It is recommended that caterers make an appointment to view and assess the Garden prior to the event.

**ENTERTAINMENT/  
NOISE**

Music is allowed during your event (harpist, string quartets, and bands). Bands can number no more than five pieces. Music can be scheduled on the grounds no later than 9 PM and must not be disruptive to the residential neighborhood. PLEASE NOTE: Amplified sound is not allowed.

**CONFLICT/  
EXCLUSION**

The City may cancel any scheduled reservation should the activities planned be in conflict with the stated rules or special activities of the City of Farmers Branch, or if they detract from the public image of the Rose Garden at Gussie Field Watterworth Park. The City of Farmers Branch reserves the right to exclude any group or individuals it deems unacceptable. No illegal activities of any kind will be tolerated on the premises. **ALL RENTALS AT THE GARDEN ARE OF A NON-EXCLUSIVE NATURE - RENTAL OF GARDEN DOES NOT MEAN EXCLUSIVE USE OF THE ENTIRE GARDEN AREA OR SURROUNDING PARK AREAS.**

**AUTOMOBILES**

**Automobiles must stay on paved roads. Deliveries for functions to be held at the Garden must be made during Park hours and only two (2) delivery vehicles are allowed on site at any given time. NO EXCEPTIONS.**

**ANIMALS**

Animals are allowed in the Garden on the turf only and must be leashed at all times in accordance with City Ordinance Section 18-130. It is the renter's responsibility to make sure the Garden is left clean.

**INCLEMENT  
WEATHER  
POLICY**

The City is not responsible for weather and recommends having a backup plan in place for outdoor functions, including rental of a covered facility like the Gussie Field Watterworth Park Pavilion. Refunds will not be given if any facilities are rented but not used.

**CLEAN UP**

Renter is responsible for all clean up and related items. All activities including cleanup are to be completed during the scheduled reservation time. Renter must properly dispose of all decorations, litter and other debris. Trash must be bagged and left in designated area. City staff will inspect the facility after rental is complete. Failure to comply with any of the rules & regulations may result in forfeiture of deposit. Failure to clean up or remove items, personal, rented, or otherwise, will result in staff time being deducted from the security deposit at the rate of \$25.00 per hour for cleanup.

- LOGO** The name of the City of Farmers Branch, Rose Garden at Gussie Field Watterworth Park, logos, trademarks or other distinguishing marks may not be used by renters, except when denoting the address on invitations, maps, etc.
- FUNDRAISING/  
GAMBLING** **No organization or individual may use the property for purely political activities, raising funds, or recruiting members for any organization except for approved City of Farmers Branch activities. No gambling for monetary gain shall be allowed.**
- PHOTOGRAPHY** The Garden may be used as a back drop for photography. There is no fee involved but it is requested that the photographer call (972) 919-2620 and check the schedule for Garden availability. Paid reservations will be given first rights to areas for photography. Photography that is not part of a paid reservation will not be allowed in the area where a reservation is taking place.

**Rose Garden at Gussie Field Watterworth Park**  
*Cleaning Checklist*

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- \_\_\_\_\_ Remove all decorations.
- \_\_\_\_\_ Remove all party favors.
- \_\_\_\_\_ Bag trash and deliver to site designated by City staff.
- \_\_\_\_\_ Survey reservation area prior to leaving for leftover items.
- \_\_\_\_\_ Rental equipment - stacked and ready for pick-up.

**REMINDER:**

- Only ribbon may be used for attachments.
- Candles are permitted and must be securely supported on a substantial non-combustible surface and candle flames must be protected (votives, etc.). Tiki torches are not permitted.
- No rice, confetti or birdseed.

## **RESERVATION POLICY & PROCEDURES**

Reservations are encouraged by individuals, businesses, hotels and organizations

### ***Private Rentals:***

#### **Residents**

For Garden reservations a resident shall be considered as:

- A person living in the City limits of Farmers Branch.
- A person who has adopted a rose bed &/or a Community Garden plot.

The person making the reservation must meet one of the above requirements and show proof when making reservations. Residents are subject to security deposit and rental fees (see page 9).

#### **Farmers Branch Businesses**

The business must be based within the Farmers Branch city limits. Payments made by check from the business must have the Farmers Branch address imprinted permanently on the face of the check. Businesses paying by cash or credit card must provide a copy of their Farmers Branch water bill. Farmers Branch businesses are subject to security deposit and rental fees (see page 9).

### ***Farmers Branch Non-Profit Rentals:***

Farmers Branch non-profits are defined as Farmers Branch based groups with a 501(c)(3) status. During operating hours non-profit groups are not charged an hourly fee but are required to pay a deposit (see page 9). Non-profit groups may reserve the Garden on an annual basis. Non-profit groups other than Farmers Branch churches, schools (public and private) and scouting groups must present a roster each quarter with a 51% Farmers Branch residency. Payments made by check must have the non-profit's name and Farmers Branch address imprinted permanently on the face of the check. Proof of residency is required.



Non-Resident Rentals:

For non-residents individuals and/or organizations not based in Farmers Branch are eligible to rent the Gussie Field Watterworth Park Rose Garden for a function at non-resident rates:

Employees of businesses in Farmers Branch must live in and be a resident of Farmers Branch to receive resident rate.

**All reservations are subject to the General Regulations.**

**Rental Rates:**

	Deposit	Rental Fees
Resident	\$200.00 Garden	\$100.00 per hour/2-hour minimum
	\$200.00 Garden & Pavilion	\$140.00 per hour/4-hour minimum
Non-Resident (Hotel/Motel)	\$200.00 Garden	\$150.00 per hour/2-hour minimum
	\$200.00 Garden & Pavilion	\$190.00 per hour/4-hour minimum
Farmers Branch based Non-Profit	\$200.00 Garden	Waived
	\$200.00 Garden & Pavilion	

**RENTAL INFORMATION**

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_ Alt. Phone: \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
\_\_\_\_\_

Today's Date: \_\_\_\_\_ Number of guests expected: \_\_\_\_\_

Date of event: \_\_\_\_\_ Time: \_\_\_\_\_

Rehearsal Date: \_\_\_\_\_ Time: \_\_\_\_\_

Hotel: \_\_\_\_\_ Phone: \_\_\_\_\_

Contact: \_\_\_\_\_ Date: \_\_\_\_\_ Room Block: \_\_\_\_\_

**FACILITY RENTAL INFORMATION**

**Garden:**

Time: \_\_\_\_\_ Total Hours: \_\_\_\_\_

Wedding Rental \$ \_\_\_\_\_

Meeting Deposit \$ \_\_\_\_\_

Reception Total \$ \_\_\_\_\_

**Pavilion:**

Time: \_\_\_\_\_ Total Hours: \_\_\_\_\_

Wedding Rental \$ \_\_\_\_\_

Meeting Deposit \$ \_\_\_\_\_

Reception Total \$ \_\_\_\_\_

City Staff: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

**For office use only:**

Receipt # \_\_\_\_\_

Date Paid \_\_\_\_\_

**GENERAL STATEMENT OF UNDERSTANDING**

The Rose Garden at Gussie Field Watterworth Park is operated by the City of Farmers Branch, Texas, for the benefit of the general public. Permission for private use of the Garden is a privilege given by the City of Farmers Branch. Because the Garden has been assembled, maintained and operated for the general public, it is necessary that certain rules and regulations be established to protect its best interest.

**HOLD HARMLESS AGREEMENT**

In consideration of the City of Farmers Branch, Texas, allowing me to rent the Rose Garden at Gussie Field Watterworth Park, I/we voluntarily assume all risk of loss, damage, or injury and agree to fully indemnify, release and hold harmless the City of Farmers Branch, Texas, and its officials, employees, and/or agents, jointly and/or severally, from every claim because of loss, damage, or injury of any kind because of such activity, regardless of whether such loss, damage, or injury is caused by the negligence of the City of Farmers Branch, its officers, agents, and employees or by any other cause.

Therefore, the following UNDERSTANDING must be agreed upon before permission to use the facility is granted.

I have read the General Regulations, Reservation Policy & Procedures, General Statement of Understanding, and the Hold Harmless Agreement and I agree to abide by these conditions. Non-adherence may result in forfeiture of all or portions of the deposit. Renter will be held responsible for damage and non-adherence to regulations.

Please sign and date below and return all copies to the Parks and Recreation Department Office at Farmers Branch City Hall (second floor) or mail to Parks and Recreation, PO Box 819010, Farmers Branch, TX 75381. Fees must accompany form. One copy will be returned to you. For further information, please call (972) 919 - 2620.

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Signature

Print Name

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Date

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City Staff

Date confirmed by staff

**CATERING AGREEMENT  
WITH  
CITY OF FARMERS BRANCH  
FOR THE ROSE GARDEN AT GUSSIE FIELD WATTERWORTH PARK**

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DATE

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Name of caterer (hereafter referred to as caterer)

Agrees to provide proof of one million (\$1,000,000) liability insurance policy. Proof of insurance to be provided two weeks before designated rental date and to name "City of Farmers Branch" as additional insured.

Caterer agrees to remove all trash (bagged) resulting from food preparation, etc., and deposit where instructed by City staff.

Caterer agrees to abide by the policies of the City of Farmers Branch which prohibits smoking, open flames or candles in the facility, including restrooms and porches, and affixing decorations to any surface with tape, glue, tacks, nails, etc.

Caterer agrees to abide by all instructions and directions given by City of the Farmers Branch staff.

Renter agrees to forfeit deposit if damage to facility occurs, or if deposit is not sufficient to cover damage; renter agrees to pay the difference for cost of repair or replacement. Facility will be inspected after the event and a report made.

**STATEMENT OF UNDERSTANDING**

I have read the foregoing contract and agree to abide by the terms and conditions. I also agree that I will take sole responsibility for performance of all terms, conditions and obligations set forth in this agreement during the event for which I am catering at the Rose Garden at Gussie Field Watterworth Park.

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Catering representative

City Staff

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Name of Renter

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Date and hours of rental

Name of Insurance carrier & policy number

**PLEASE RETURN THIS CONTRACT, WITH PROOF OF INSURANCE TO:**

City of Farmers Branch  
Parks and Recreation Department  
P.O. Box 819010, Farmers Branch, Texas 75381

## Chapter 50 of the Farmers Branch Code of Ordinances

Possession/Consumption of alcoholic beverages on City property **PROHIBITED** by Chapter 50 of the Farmers Branch Code of Ordinances. If you or a member of your party is found in violation of Chapter 50 the following can occur:

- 1) You and your party will be asked to leave the premises immediately.**
- 2) You and each member of your party in violation of Chapter 50 can be cited and fined.**
- 3) You will forfeit the right to receive your deposit back.**

I have read and am in agreement with the above-mentioned policy.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Staff

\_\_\_\_\_  
Date