

THE GROVE AT MUSTANG STATION RENTAL POLICY



www.farmersbranchtx.gov

**City of Farmers Branch
Rental Agreement
The GROVE at MUSTANG STATION Park Use Agreement**

Introduction: The Grove at Mustang Station is operated by the City of Farmers Branch as a division of the Parks and Recreation Department. We appreciate your consideration of The Grove for your event. In planning your function, we hope you will explore The Grove and have a most successful gathering or party.

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

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 10), and/or provided a written event safety plan (if requested) as well as documentation of meeting *hotel/motel requirements if applicable.

Park hours:

Daily 6:00 AM to 10:00 PM

Please make an appointment to view the Grove or submit paperwork.

972-919-2620

GENERAL REGULATIONS

FEES (see page 11)

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 is complete.

DEPOSIT (see page 11)

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 trees or surrounding property, cleaning, trash removal, decorating requirements, and rental equipment removal. All refunds are subject to the final discretion of the Parks and Recreation Department.

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 park 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 12). If damage should occur, notification will be given to the renter as soon as damages and replacement, repair and/or clean up 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.

ALCOHOL

Possession/Consumption of alcoholic beverages on City property, including The Grove at Mustang Station (grounds and structures) is PROHIBITED, with certain exceptions, by Chapter 50 of the Farmers Branch Code of Ordinances. If a member of your party is found in violation of Chapter 50 the following will 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 will be dealt with accordingly.**
- 3) **You will forfeit the right to receive your security deposit back.**

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 not block sidewalks or paved roads. **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 park.

The renter is responsible for leaving the park 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/BOUNCE HOUSES/
PORTABLE RESTROOMS**

A tent may be used on the grounds, as well as other event-related infrastructure such as bounce houses, amusement games, portable restrooms, and petting zoos. However, the renter will need to specify rental types in the rental agreement- the city reserves the right to deny a vendor. Please note tents larger than 20'x20' will require a tent permit through the City of Farmers Branch Fire Department. Renter must also meet with City staff prior to the reservation for placement instructions. The vendors 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.

SITE PLAN

When requested, the renter may be required to provide a site safety plan to be reviewed by the Parks Department, Fire Department and/or Police Department. The City of Farmers Branch reserves the right to deny any rental application that does not pass departmental review.

SIGNAGE

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

**REHEARSAL/
SETUP/
DELIVERIES**

A one-hour rehearsal may be scheduled during normal City of Farmers Branch hours (8 am to 5 pm, Monday through Friday) at no charge if using the Grove for a wedding or cultural celebration.

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 Grove at Mustang Station 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.).

Please note that vehicular access into the Grove is currently blocked by temporary traffic bollards. Advance arrangements must be made with City staff for the removal of those bollards should delivery and setup access be desired.

**DRESSING and
RESTROOM
FACILITIES**

Please note there are no dressing facilities or restrooms on site. There is a public restroom located near the Gussie Field Watterworth Park Pavilion next to Farmers Branch City Hall, 13000 William Dodson Parkway.

CATERERS

Limited (drop off service):

All caterers (this includes food trucks) who are providing catering/food services at the Grove at Mustang Station 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 a signed catering agreement (page13).

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.

If food trucks are desired by the renter then the Parks and Recreation Department can provide a list of approved trucks (this is to ensure the trucks have passed the Health Department and Fire Department inspections – proper fire suppression system).

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 Grove prior to the event.

**PARK
AVAILABILITY**

Please note The Grove serves as an occasional location for city produced events and would not be available on the days there is an event already scheduled (or the day before or day after depending on the scope of the city event).

**PARK AMENITIES
and SPECIAL
CONSIDERATIONS**

Your rental includes use of the outdoor stage, picnic tables, outdoor grill, and outdoor sink. At this time due to COVID-19, park infrastructure such as the playhouse, tetherball and ladder golf are not offered. There are cornhole boards, but you must bring your own bean bags.

Limited electricity is available, 110V. Renter must specify if electricity is required. Please note that event rentals during the Holiday season may not be available due to the installation of holiday lighting.

The use of the outdoor sink must also be specified in the rental request. Staff will unlock it if requested. Under no circumstances should grease, food or any household chemicals be disposed into the sink.

PARKING

There is limited parking at The Grove, 20 spaces including ADA. Overflow parking is available at City of Farmers Branch City Hall, 13000 William Dodson Parkway. No attendee parking is allowed at the nearby DART Station or across Denton Drive at the STARCENTER.

**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: Use of amplified sound must be approved in advance by the Parks and Recreation Department.

**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 Grove at Mustang Station. 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 GROVE ARE OF A NON-EXCLUSIVE NATURE - RENTAL OF THE GROVE DOES NOT MEAN EXCLUSIVE USE OF THE ENTIRE PARK AREA.**

AUTOMOBILES

Automobiles must stay on paved roads. Absolutely no driving on the two (2) wooden boardwalks that lead into The Grove. Deliveries for functions to be held at the Grove 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 Grove 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 Grove is left clean.

**INCLEMENT
WEATHER
POLICY**

The City is not responsible for weather and recommends having a back up 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 clean up 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 clean up.

LOGO

The name of the City of Farmers Branch, The Grove at Mustang Station, 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, this includes charging for event admission.

PHOTOGRAPHY

The Grove 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 Grove 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.

**The Grove at Mustang Station
*Cleaning Checklist***

- _____ 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 Grove reservations a resident shall be considered as:

- A person living in the City limits of Farmers Branch.

The person making the reservation must meet the above requirement and show proof when making reservations. Residents are subject to security deposit and rental fees (see page 10).

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 11).

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 11). Non-profit groups may reserve the Grove 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:

Non-resident patrons and/or employees of businesses in Farmers Branch are eligible to make personal reservations only as non-residents. Valid ID is required in order to reserve any facility.

All reservations are subject to the General Regulations.

Rental Rates:

	Deposit	Rental Fees
Resident	\$200.00 Grove	\$100.00 per hour/3 hour minimum
Non-Resident (Hotel/Motel)	\$200.00 Grove	\$150.00 per hour/3 hour minimum
Farmers Branch based Non-Profit	\$200.00 Grove	Waived

Date _____

RENTAL INFORMATION

Name: _____ Phone: _____

Email: _____ Alt. Phone: _____

Mailing Address: _____

Number of guests expected: _____

Date of event: _____ Time: _____

Hotel: _____ Phone: _____

Contact: _____ Date: _____ Room Block: _____

Event description: _____

FACILITY RENTAL INFORMATION

Grove:

Time: _____ Total Hours: _____

Wedding Rental \$ _____

Picnic Deposit \$ _____

Party Total \$ _____

City Staff: _____

Email: _____

Phone: _____

For office use only:

Receipt # _____ Date Paid _____

GENERAL STATEMENT OF UNDERSTANDING

The Grove at Mustang Station is operated by the City of Farmers Branch, Texas, for the benefit of the general public. Permission for private use of the Grove is a privilege given by the City of Farmers Branch. Because the Grove 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 Grove at Mustang Station, 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.

Signature

Print Name

Date

City Staff

Date confirmed by staff

**CATERING AGREEMENT
WITH
CITY OF FARMERS BRANCH
FOR THE GROVE AT MUSTANG STATION**

DATE

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 Grove at Mustang Station.

Catering representative

City Staff

Name of Renter

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