



**Facility Use Application (3 Pages)**

**Return to: jdenys@gmail.com**

**1605/1609 Hwy 87, PO Box 2002, Crystal Beach, Texas 77650**

Name of Applicant: \_\_\_\_\_ Must Be 25 +

Company Name (If applicable) \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

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

Cell Phone: \_\_\_\_\_ Other Phone: \_\_\_\_\_

Event Date(s): \_\_\_\_\_ Start

Time: \_\_\_\_\_ End Time: \_\_\_\_\_

Set-up/Tear-down Date(s): \_\_\_\_\_

Type of Event (Family Reunion, Birthday Party etc.): \_\_\_\_\_

Total # of People Attending Event (est): \_\_\_\_\_

Will your event have alcohol?  Yes  No

Will your event have live music, a DJ, or amplified sound?  Yes  No

Notes or Special Requests (additional fees may apply):

\_\_\_\_\_  
\_\_\_\_\_

Facility User must be twenty-five (25) years of age or older. Any misrepresentation in the intent, type, or nature of the event may be grounds for cancellation of the event and forfeiture of fees and deposits.

**User Fees (indicate facility you are requesting):**

\_\_\_\_\_ **SWEDES PARK:** \$2,500.00 per day (One set-up day and one tear-down day provided at no charge)

\_\_\_\_\_ **PAVILION AT SWEDES PARK:** \$800 per day (One set-up day and one tear-down day provided at no charge)

A Security Deposit of \$500 is required for all events. The security deposit will be refunded within ten (10) days after the conclusion of the event depending on the condition in which the facility and/or areas surrounding the facility are left.

The undersigned applies for a **Swedes Park Facility Use Permit** and agrees to all Terms and Conditions as established by Texas Crab Festival Charities.

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

## TERMS AND CONDITIONS – Swedes Park Facility Use

**Cancellations/Modifications/Changes:** If the Facility User wishes to cancel an event, the notification must be given in writing at least thirty (30) days in advance of the scheduled date. In the event of inclement weather on the day of the event, Facility User may request a credit, refund, or transfer to another available date.

**Trash:** Facility User agrees to pick up trash and litter during and after the event and remove all bags of trash from the site the same day as the rental. If TCFC is required to pick up trash or otherwise clean facility after usage due to Users' failure to adequately clean/pick up trash, then User will be charged \$50 per hour for TCFC time to clean/pick up with said amount being deducted from the deposit.

**Security:** Facility User is responsible for adequate security for the permitted event. Uniformed Certified Peace Officers are required at any Event at which alcohol is present. Such Peace Officers must also be present at any Event in which, in the opinion of the Texas Crab Festival Charities Director, the anticipated attendance or the planned activity may affect public health or safety.

**Portable Toilets:** Facility User must provide for the Event an adequate number of portable toilets, including a proper ratio of such toilets that meet the Americans with Disabilities Act specifications.

**Electricity and Water:** Facility User may connect to electrical outlets and hose bibs that currently exist at the site. Modifications to existing hook-ups are not allowed without prior approval of park management.

**Signage and Decorations:** Signage and decorations may be added but must be completely removed upon completion of event. Such signage and decorations shall not cover up or restrict the view of any existing signs or banners.

**Insurance Requirements:** General liability and property damage insurance is required for all events in the amounts set forth below.

- For damages arising out of bodily injury or death - \$1,000,000 Per Occurrence and \$5,000,000 General Aggregate;
- For injury to or destruction of property - \$100,000;
- If alcoholic beverages are sold, served, or allowed to be consumed during the event, the insurance certificate must state specifically that it also covers any losses resulting from the consumption of alcohol at the event.

Texas Crab Festival Charities AND Walters and Bradley Swedes Real Estate LLC shall be named as additional insured for the date(s) of the event, including set-up and tear-down days, and shall be notified of any changes to the policy.

Texas Crab Festival Charities PO Box 2002 Crystal Beach, Texas 77650	Walters and Bradley Swedes Real Estate LLC PO Box 1148 Port Neches, Texas 77651
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Facility User shall furnish Texas Crab Festival Charities with certificates of insurance and original endorsements affecting coverage required by these insurance clauses at least five (5) days before the start of the event. Failure to timely provide certificate of insurance showing TCFC as additional insured is grounds for termination of event and forfeiture of deposit.

**IF YOU WISH TO PURCHASE A POLICY FOR THIS EVENT, WE CAN PROVIDE AGENT INFORMATION**

**TERMS AND CONDITIONS – Swedes Park Facility Use (continued)**

**Third-party participants:** All third-party participants, including vendors, exhibitors, amusement operators, and other, must provide proof of liability insurance for the date(s) of the event. Insurance certificate must name Texas Crab Festival Charities AND Walters and Bradley Swedes Real Estate LLC as additional insured. A Galveston County Health Permit is required for each vendor selling or distributing food/beverages.

In no event shall the Texas Crab Festival Charities be liable for any damage to or destruction of any property belonging to the event organizer/vendor unless specified in writing and agreed upon by both parties. Texas Crab Festival Charities reserve the right to pursue other remedies permitted by law.

Facility User hereby agrees to indemnify and hold harmless TCFC from any and all liabilities, claims, demands, or any other type of claim or lawsuit, whether in contract, equity, tort, or otherwise, for property damage, personal injury damages, or any other type of damage caused by or that arises from usage of the premises by Facility User.

Facility User has had the opportunity to inspect the premises. User accepts usage of the premises "As IS, Where IS". TCFC makes no guarantees, warranties, or representations as to the quality or condition of the premises or suitability of the Premises for the intended use by Facility User.

We want you to have a pleasurable experience. We feel as though the rules set forth herein protect you as well as TCFC. If you have any questions or concerns, please let us know.

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Signature of Applicant

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Date

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Printed Name