TODAY'S DATE:

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OYSTER CREEK PARK

APPLICATION

(PAVILION ONLY)

3915 FM 523, Oyster Creek, TX 77541

PLEASE LIST THE PURPOSE FOR THIS RESERVATION (I.E.: BIRTHDAY PARTY, FAMILY REUNION, COMPANY PICNIC, ETC.):

DATE OF RESERVATION REQUESTED:NO Will you be using the BBQ PIT?YESNO WILL THERE BE ANY AMUSEMENT EQUIPMENT?YESNO IF YES, THERE WILL BE A \$50.00 FEE DUE NOW. IF NO PLEASE INITIAL.			
PRINT NAME OF APPLICANT:			
Are you a resident of Oyster Creek?	YES	NO	
SIGNATURE OF APPLICANT:			
MAILING ADDRESS:	5 ⁻		
City:	State:	Zip Code:	
PHONE NUMBER: Home	Cell	Work	
OFFICE USE ONLY			
DRIVER LICENSE #:	#: AMUSEMENT EQUIP FEE: \$		
DEPOSIT AMOUNT: \$	FEE AMOUNT: \$		
TOTAL AMOUNT PAID: \$			
RECEIPT# CASH	CHECK #	CC	
CITY AGENT:			
INSPECTION: COMMENTS:	Customer #:		
	NDED: <u>\$</u> Refund Date:		
CHECK MADE TO:	Invoice Number:		
CITY AGENT:			

Certificate of Acknowledgment CITY OF OYSTER CREEK PARK RULES AND REGUIATION

I, _____, HEREBY CERTIFY THAT I HAVE BEEN PROVIDED WITH A COPY OF THE OYSTER CREEK COMMUNITY CENTER RULES, REGULATIONS; AND TERMS HEREBY AGREE TO ABIDE BY THOSE RULES AND REGULATIONS.

SIGNATURE OF PERSON MAKING RESERVATION

DATE

SIGNATURE OF CITY AGENT

DATE

THANK YOU FOR YOUR RESERVATION!

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RELEASE COVENANT NOT TO SUE AND INDEMNITY AGREEMENT

The Undersigned does hereby represent unto the CITY OF OYSTER CREEK in Brazoria County, Texas, that he/she is twenty-one (21) years of age or older. As consideration for the Undersigned being permitted to use real property owned by said CITY, the Undersigned hereby RELEASES the said CITY and its officers, agents, employees, successors and assigns, from any and all claims for liabilities, damages, expenses, reasonable attorney's fees and costs of court which the Undersigned may have against them, or any of them, arising out of the Undersigned's use of such real property; the Undersigned hereby covenants not to file any action at law or in equity against the said CITY and its officers, agents, employees, successors and assigns or any of them, in connection with any such claim the Undersigned may hereafter have; and, the Undersigned hereby agrees to indemnify and save harmless the said CITY and its officers, agents, employees, successors and assigns, from all liabilities, damages, expenses, reasonable attorney's fees and costs of court which they or many of them may suffer or incur, jointly or severally, as a result of any claim made against them, or any of them, by the Undersigned, or any other persons, associations or corporations whomsoever, arising out of the Undersigned's use of such real property.

SIGNATURE OF PERSON MAKING RESERVATION

Signed this day of_____, 2023.

CITY OF OYSTER CREEK PARK RULES REGULATIONS & POLICIES

3915 FM 523, Oyster Creek, TX 77541 City Hall (979) 233-0243 Police Department (979) 233-8481

- 1. Park hours are from 6:00am. To 10:00pm. unless prior authorization by the city Council. See rule #2 for special pier and restroom facility use hours.
- 2. Fishing pier and restroom facilities ONLY will by allowed for use from 6:00 am to 2:00am. See rule #1 for hours of use for remainder of park equipment and facilities.
- 3. The City of Oyster Creek does NOT provide supervision for the use of any playground equipment and other facilities within City parks; therefore, use of such equipment shall be at your our risk.
- 4. Park equipment and facilities are on a "first come` first served" Basis' unless reservations were made in advance.
- 5. Application must be made, and all fees and deposits paid before reservation of pavilion is confirmed.
- 6. All applicants for reservations must be twenty-one(21) years of age or older.
- 7. Any person(s) whose name(s) the reservation is made in shall be always on the premises and will be held liable for the protection of the Oyster Creek Municipal Park property.
- 8. Reservations must be canceled ten (10) days prior to the event in order to qualify for a refund. All transfers of reservations will be handled in the same manner as a cancellation.
- 9. *Deposits will be refunded following inspection, unless Park property is damaged and not cleaned satisfactorily, or if trash bags are not placed in dumpsters.
- 10. Use of the barbeque pit under the pavilion is allowed with the rental. A key will be issued on the date of rental. The key must be returned the same night of Reservation to the oyster Creek Police Department. IF KEY IS NOT RETURNED, IT WILL RESULT IN A FEE DEDUCTED FROM YOUR DEPOSIT DAILY.
- 11. All special activities. including but not limited to. fund raisers, carnival rides or activities with special equipment must have prior authorization by the City Council.

- 12. Pavilion area must be cleaned on day of rental use.
- 13. Overnight camping or other overnight use of the park will not be allowed unless prior authorization by the city Council.
- 14. Glass containers are not allowed in the park.
- 15. Motor vehicles are not allowed in the park except in the parking lot or on the roadway.
- 16. No bicycles except in the parking lot. on the roadway or designated bicycle paths.
- 17. No horses allowed except in the parking lot or on the roadway.
- 18. No selling, offering for sale or possessing for the purpose of sale of any alcoholic beverages unless prior authorization by the City Council.
- 19. No fires except in barbecue pits.
- 20.No piñatas allowed.

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- 21. All litter must be placed in trash dumpsters.
- 22. Possessing or use of fireworks or paint ball equipment is strictly prohibited in all City Parks.
- 23. Possession of firearms is strictly prohibited, except for firearms lawfully carried pursuant to concealed carry permit or lawfully carried by a peace officer.
- 24. No swimming or diving off pier.
- 25. No tying or fixing boats to pier.
- 26. No casting out fishing net off pier.
- 27. No visible wake is allowed from any boat, ship or vessel upon the waters of oyster creek within City limits.
- 28. These rules are subject to change at any time by the city of oyster creek city council.

Rental of the pavilion does not include reservation of other areas of the park. In the event that other areas of the park are not in working order will not constitute in a refund of pavilion rental fees.