

RC Boats

**CITY OF ROUND ROCK
PARKS AND RECREATION
FACILITY USE AGREEMENT**

This document constitutes an agreement between the City of Round Rock, acting through the Parks and Recreation Department (RRPARD) and the *Round Rock Model Boat Club* (RRMBC). The purpose of the memorandum is to set forth the parties' responsibilities related to RRMBC's operation of a radio controlled boats in Round Rock, Texas. The agreement is no guarantee of any funding from RRPARD but it does provide priority status for assignment of facilities at the discretion of RRPARD. Failure to carry out the responsibilities detailed below may result in a loss of priority status for the assignment of facilities.

This agreement will expire on December 31, 2010 unless extended prior to that date by mutual written agreement. It is further mutually agreed that the RRMBC's program is limited to one season each year, to begin no earlier than January 1 and conclude no later than December 31st. Exceptions to the above seasons and dates may be granted if mutually agreed upon by all parties. Any modifications to this agreement must be made by mutual written agreement of the parties.

SECTION I: ORGANIZATION INFORMATION

Each organization shall provide the City of Round Rock Parks and Recreation Department with the following:

- Board of Directors to include name, address, phone number, title and job responsibility no later than 5 days after elections and when any changes occur.
- Organization participation information to include: total number of participants, and primary use times.
- Use dates which must be turned in to RRPARD no later than 2 weeks after the acknowledgement of this agreement. Special event and fund-raising events need to be coordinated with RRPARD.
- Notification of 72 hours in advance of any schedule changes.
- Organizations shall notify Parks and Recreation of scheduled work days.

SECTION II: FACILITY USAGE

- All persons who reserve or use the park facilities will comply with all applicable rules, regulations, and ordinances of the City of Round Rock, State of Texas.
- Persons, organizations and/or sport associations, who reserve the fields or park facilities, are responsible for the cleanup of the fields and facilities after its usage. Failure to comply will result in the following fines:
 - 1st offense \$5 for every 15 minutes per staff person required.
 - Person, organization, and/or person required to pay \$100 litter deposit per field/facility.
 - 2nd offense \$5 for every 15 minutes per staff person required.

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- 3rd offense \$5 for every 15 minutes per staff person required.
 - Person, organization, and/or person required to pay \$150 litter deposit per field/facility.
 - Person, organization, and/or person forfeits litter deposit. New litter deposit of \$200 per field required.

SECTION III: PARD DEPARTMENT POLICIES & RULES

- The Parks and Recreation Department is responsible for keying and re-keying the external lock system.
- The following are special events that take place in Old Settlers Park and will require road closings through the park: Outlaw Trail (October), Texas Road Rash (April), 4th of July Frontier Days Celebration (July), UIL State Track Meet (November) and the McNeil Qualifier Track Meet (October). An email notification will be sent out to all associations regarding dates, if and when the park will be re-opened, and times of events
- Other activities may require the closing of Bright Lake. RRPARD will notify a minimum of two weeks in advance.
- The organization must adhere to the current Academy of Model Aeronautics, National Model Safety Code and amendments.
- Motor vehicles are only permitted in designated driving/parking areas. There will be no exceptions; driving in non designated areas is prohibited.
- As stated in city ordinance “1.805 Unlawful to drink or possess intoxicating liquors with certain areas: It shall be unlawful for any person, firm or corporation to carry, possess, or drink any alcoholic beverage in any city owned property or operated baseball, softball, football field while a person or persons of non-drinking age are participating in an organized league play.
- The associations do not have the authority to lease or contract out with any individual or group.
- All improvements become property of the City of Round Rock.

SECTION IV: CONCESSIONS STANDS

- The associations do not have the authority to lease or contract with any individual or group on the operation of the concession stand without approval of the City of Round Rock Parks and Recreation Director.
- The City of Round Rock requires the association or approved vendor must comply with all Williamson County and Cities Health District (WCCHD) codes and State of Texas Food Establishment Rules.

SECTION V: FACILITY MAINTENANCE/IMPROVEMENTS

- The association will not perform any maintenance on park property without prior approval from the Parks and Recreation Department
- The association is responsible for reporting necessary maintenance repairs to PARD no later than the following work day.

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- The associations must notify and obtain approval from the Parks and Recreation Department on any and all improvements to the facilities.
- RRPARD will provide basic ground maintenance services of mowing, edging and trimming on the schedule of the open space at Old Settlers Park.

SECTION VI: SPECIAL EVENTS

- The following are special events that take place in Old Settlers Park and will require road closings through the park: Outlaw Trail (October), Texas Road Rash (April), 4th of July Frontier Days Celebration (July), UIL State Track Meet (November) and the McNeil Qualifier Track Meet (October). An email notification will be sent out to all associations regarding dates, if and when the park will be re-opened, and times of events.
- The Round Rock Parks and Recreation Department agrees to provide the user with two (2) special events as part of this agreement. Any other special events will fall outside this agreement.
- Economic impact information of all special events needs to be turned in to the City of Round Parks and Recreation.
- The association is responsible for cleaning the facility before each rental. Failure to comply will result in a fine as stated in Section IIB.

SECTION VII: SPONSORSHIPS

All sponsorship must have the express written permission of the Round Rock Parks and Recreation Director.

SECTION VIII: FEES

- Organization shall pay \$100 per year to have exclusive rights to Bright Lake.

SECTION IX: OWNERSHIP

The organization/association understands that the City is the sole owner of the facilities and those contributions of services, amenities or cash does not imply association ownership.

SECTION X: CONTACTS

Rick Atkins, Director	218-5540	ricka@round-rock.tx.us
Randy Gordon, Parks Manager	341-3340	rgordon@round-rock.tx.us
Maggie Stoecklein, Park Supervisor	341-3346	mstoecklein@round-rock.tx.us

Weekend Emergencies	204-0237
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SECTION XI: AGREEMENT

THE ASSOCIATION AGREES TO ABIDE BY THE TERMS AS SET FORTH IN THE ABOVE SECTIONS.

President/Association

Date

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