

# **BIRTHDAY PARTY RESERVATION APPLICATION & AGREEMENT**

INFORMATION		
Client Name:	Phone:	
Relationship to Child:	Email:	
Child's Name:	Age of Child:	
Address:		
City, State, Zip:		
Requested Date:		
Number of Guests*:	*We will reserve four (4) tables to accommodate 16 guests.	
Additional Onsite Contact:	Phone:	

## Nonrefundable Rental Fee: \$100

This Reservation Agreement serves as an invoice for the nonrefundable fee due at the time the reservation is approved. All payments must be received within five (5) business days of the approval, or the reservation will be canceled. This fee includes reserving four (4) tables and sixteen (16) chairs. If you require additional reserved tables and chairs, the cost is \$25 per one (1) table and includes four (4) chairs for a two (2) hour timeframe. Not to exceed 32 people in the reservation area.

□ Yes, I need additional tables. Please add \_\_\_\_\_ tables to my reservation at \$25 each.

CREDIT CARD - Please call the Park office to pay via credit card at (432)687-8200

CHECKS PAYABLE TO - Midland Downtown Park Conservancy

#### **Reservation Guidelines**

- Centennial Park Rules must be abided by at all times.
- The reserved space is open to the public outside of the 2-hour time slot listed. There is a thirty (30) minute period before and after reservation time that can be used for your party's set-up and tear-down.
- In reserving the Park space, the Client acknowledges the area is suitable for the Birthday Party. Reservations will be made in the North Promenade, or the South Promenade are uncovered and "as is".
- The Client may move the furniture within the party area and rearrange for the reservation, but it must be returned to its original state upon the party's conclusion.
- No more than 32 people are permitted within the reservation area.
- No outside furniture or set up including inflatables, carnival games, pinatas, DJs, amplified sound, tents, petting zoos, or anything requiring an electrical outlet.
- All decorations must be contained within the party area; **confetti, silly string, glitter, and balloons of any kind are prohibited**. Nothing can be affixed or attached to park signs, trees, plantings, fences, or structures.
- Glass is prohibited within the Park. All serve ware and decoration must be non-breakable.
- While you can bring your own food, there is no onsite cooking within the Park, and food sales and food distribution to the public are prohibited. Open flames (including Sterno candles) and anything requiring an electrical outlet is prohibited.
- Ice cannot be dumped in the flowerbeds, landscaping, or hardscape. Please contact the park representative if you require assistance.
- Reservations are rain or shine. If inclement weather is forecasted, a new party date can be requested up to three (3) days prior to the reservation date.



#### Change Fee: \$50

If a reservation change request is made within three (3) business days of the event, there will be a \$50 Change Fee. All requests are subject to availability and require approval by the Midland Downtown Park Conservancy (MDPC). The change fee must be received within twenty-four (24) hours of approval.

#### **Client Responsibilities**

The Client shall promptly return the area to the Park in the same condition as it existed at the beginning of the reservation, ordinary wear and tear and damage due to the elements excepted.

### **Damage Fees & Inspection**

Credit card information is required upon reservation confirmation and will be held until a representative of the Park inspects the location at the conclusion of the reservation.

At the conclusion of the reservation, a representative of the MDPC shall inspect the area to ensure the Client has performed its duties in the Reservation Guidelines. If the Client has not performed those duties to the representative's reasonable satisfaction, the Client shall further perform those duties to the reasonable satisfaction of the representative. The Client agrees to pay the MDPC, by way of charges to its credit card of record, for any repair or replacement costs for any MDPC property damaged by the Client or its invitees, guests, or vendors. Additionally, failure to adhere to your timeslot, exceeding 32 guests, violations of park rules, or violations of the reservation guidelines will result in a penalty fee of \$250. MDPC reserves the right to charge for all damages or penalties incurred up to 15 business days past your reservation. If there are no damages, MDPC will delete the information from the system.

If you have questions, please call 432-687-8200 or email: programming@centennialparkmidland.org

#### Please send all correspondence to:

Program Manager Midland Downtown Park Conservancy 201 W. Wall Street, Suite 200 Midland, Texas 79701

## Entire Agreement and Binding Effect.

This Agreement may not be amended, supplemented, or modified except by an instrument in writing signed by both parties to this Agreement. Nothing in this Agreement is intended to confer on any person other than the parties to this Agreement any rights or remedies under or by reason of this Agreement.

Agreed and accepted: MIDLAND DOWNTOWN PARK CONERVANCY	CLIENT
By:	<u>By:</u>
Print Name: Executive Director	Print Name:
Date:	Date:
Updated: 5/11/2021	Internal Use Only - Received: