



Texarkana Arts & Historic District Trolley Application & Use Agreement

This Agreement establishes the terms governing requests to use the Texarkana Arts & Historic District Trolley. Submission of an application does not guarantee approval. The Arts & Historic District Committee (AHD) reserves the right to approve or deny any request based on mission alignment, availability, driver availability, safety, and operational considerations.

Submission:

Applications and supporting documents should be sent to Arts & Historic District Committee Manager Brooke Stone at brooke.stone@texarkanatexas.gov with a subject line of: "Trolley Usage Application_(Insert Organization Name Here)"

Approval/Denial:

Applicants will receive notification of approval or denial from Committee Manager once application has been reviewed.

1. Applicant Information

- Organization Name: _____
- Primary Contact: _____
- Mailing Address:

- Phone: _____
- Email: _____
- Date Requested: _____

2. Event Information

- Event Name: _____
- Event Date: _____

- Event Purpose:

- Start Time: _____

- End Time: _____ (*Please note, there is a 3-hour minimum time requirement for all use.)

- Pick-up Location: _____

- Drop-off Location: _____

- Estimated Riders: _____

- Open to the Public? ☐ Yes ☐ No

- Will anyone attending require wheelchair accessibility? ☐ Yes ☐ No

*Note: the trolley can accommodate one wheelchair user at a time.

- Does your event take place in the Texarkana Arts & Historic District? ☐ Yes ☐ No

- Event itinerary, proposed stops attached? ☐ Yes ☐ No

3. Sponsorship Requirement

- All requests must include a letter or email of recommendation from a current Texarkana Arts & Historic District Committee member organization. Requests submitted without sponsorship will not be considered.

- Acceptable applicants include non-profits, government entities, educational institutions, businesses, and any other applicants as approved by the Texarkana Arts & Historic District Committee.

- Sponsoring Organization: _____

Representative: _____

Letter Attached: ☐ Yes ☐ No

4. Driver Availability and Authority

- Driver arrangements will be coordinated by the AHD Committee. The AHD Committee does not guarantee that a qualified driver will be available for every approved event. Approval is contingent upon securing a driver who meets all applicable licensing, insurance, and City requirements. If a qualified driver cannot be secured, the Committee may cancel the reservation without penalty.

- b. The assigned driver has full authority regarding the safe operation of the trolley. The driver may refuse service, deny boarding, remove passengers, alter the route, or terminate the trip if unsafe conditions, unlawful conduct, or policy violations occur. Such actions shall not entitle the Applicant to a refund.
- c. The applicant agrees to comply with all City policies and instructions from the assigned driver.
- d. The City does not guarantee uninterrupted service and shall not be liable for delays, cancellations, or interruptions caused by mechanical failure, traffic, weather, emergencies, or other circumstances beyond its control.

5. Fees

- a. Applicable usage, driver, fuel, cleaning, and other approved fees will be provided prior to final approval. Fees are subject to change and are due as directed by the AHD Committee.

Fee Type	Rate
Non-refundable usage/cleaning	\$200
Driver Fee	See Below
Mileage Fee	\$1.50 per mile

- b. Driver Fee: The Applicant is responsible for reimbursing the actual cost of a qualified trolley driver. Driver fees are established by the provider supplying the driver and may vary based on the driver's hourly rate, travel time, event duration, overtime, holidays, or other applicable charges. The Arts & Historic District Committee will provide an estimated driver cost prior to the event whenever possible; however, final billing will reflect the actual costs incurred.
- c. If the event exceeds the approved reservation time, the Applicant shall be responsible for all additional driver, mileage, fuel, staffing, and operating costs incurred.

6. Use

- a. Use of the trolley is limited to approved purposes supporting tourism, arts, history, culture, community engagement, or other purposes approved by the AHD Committee.
- b. Submission of an application does not guarantee approval.
- c. Applications should be submitted no fewer than 45 calendar days prior to the requested event date. Requests submitted fewer than 45 days before an event may be considered based on driver availability, staff capacity, and scheduling but cannot be guaranteed.

7. Payment

- a. The non-refundable usage and cleaning fee is due upon receipt of the invoice issued by the City of Texarkana, Texas, and must be paid no later than 21 calendar days prior to the event. Failure to remit payment by the due date may result in cancellation of the reservation. Applicants can pay by check or with credit card.
- b. Driver and mileage fee will be charged approximately 2 weeks after the event. The applicant will receive an invoice with instructions to pay.
- c. The Applicant assumes responsibility for any damage, vandalism, or excessive cleaning resulting from the event or its participants. The Applicant agrees to reimburse the Arts & Historic District Committee for all associated repair, replacement, or cleaning costs that exceed normal wear and tear. The trolley shall be inspected before and after each event. The City or Committee's inspection shall determine whether damage or extraordinary cleaning has occurred.
- d. Failure to timely pay any fee constitutes a default. The City may pursue all remedies available by law, including collection costs and reasonable attorney's fees where permitted.

8. Conditions of Use

- a. The trolley may only operate on approved routes and schedules. Routes are subject to approval by the City and may be modified due to construction, traffic, weather, emergencies, or safety concerns. In the event of an emergency, the driver may immediately suspend service or evacuate the trolley. The Applicant shall comply with all emergency instructions.
- b. Passenger capacity may never exceed the legal capacity of the trolley: **28 seated passengers at a time.**
- c. **No alcohol, smoking, vaping, illegal substances, open flames, fireworks, glitter, confetti, or hazardous materials are permitted while using the trolley.**
- d. **Food is not permitted on the trolley.** Non-alcoholic beverages are permitted only in secure, spill-resistant containers with a screw-on or locking lid. Drinks in open containers, including cups with disposable plastic lids or straws, are prohibited.
- e. The Applicant is responsible for the conduct of all passengers, volunteers, employees, contractors, vendors, and guests participating in the event.
- f. No nails, screws, staples, glue, tape, adhesives, or other materials that could damage the trolley may be used for decorations.
- g. The trolley must be returned in its original condition, clean and free of trash.

9. Insurance.

The City may require the Applicant to provide proof of Commercial General Liability insurance in an amount determined by the City, naming the City of Texarkana, Texas, as an additional insured. Failure to provide required insurance prior to the event may result in cancellation.

10. Hold Harmless

Indemnification and Hold Harmless. To the fullest extent permitted by law, the Applicant agrees to defend, indemnify, and hold harmless the City of Texarkana, Texas, the Texarkana Arts & Historic District Committee, their elected officials, officers, employees, volunteers, agents, and participating partner organizations from and against any and all claims, demands, damages, liabilities, losses, judgments, costs, and expenses, including reasonable attorney's fees, arising out of or resulting from the Applicant's event, the acts or omissions of the Applicant or its employees, volunteers, contractors, participants, or guests, except to the extent caused by the sole negligence or willful misconduct of the City.

11. Miscellaneous Provisions

- a. The Committee reserves the right to cancel service due to weather, mechanical issues, safety concerns, driver unavailability, or policy violations.
- b. Reservation Rights. Approval of an application grants only a revocable permission to use the trolley for the approved event. The City reserves the right to revoke or modify the reservation at any time when necessary to protect public safety, comply with law, respond to emergencies, or protect City property.
- c. Applicants who violate this Agreement or fail to pay fees may be denied future reservations.
- d. The Applicant shall comply with all applicable federal, state, and local laws, ordinances, permits, and regulations.
- e. The Applicant acknowledges that accommodations for passengers with disabilities shall be coordinated in advance where required and feasible.
- f. The City may photograph or record the trolley during events for governmental, promotional, or historical purposes.
- g. This Agreement may not be assigned or transferred without written approval from the City.
- h. This Agreement shall be governed by the laws of the State of Texas. Venue for any legal action shall lie exclusively in the courts of Bowie County, Texas.

- i. Failure by the City to enforce any provision of this Agreement shall not constitute a waiver of that provision or any other provision.
- j. This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions or representations regarding the use of the trolley.
- k. If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- l. Nothing contained in this Agreement shall be construed as a waiver of any governmental immunity, sovereign immunity, or other legal defense available to the City of Texarkana, Texas, under the Constitution and laws of the State of Texas.
- m. Binding Agreement. Upon approval by the Arts & Historic District Committee and execution by the parties, this Agreement constitutes a legally binding contract between the Applicant and the City of Texarkana, Texas. By signing below, the Applicant acknowledges that they have read, understand, and agree to comply and be bound by all terms, conditions, policies, fees, and responsibilities contained herein.

Signatures

Signature: _____ Date: _____

AHD Representative: _____ Date: _____