

**RULES AND REGULATIONS RELATING TO HARRIS
COUNTY MUNICIPAL UTILITY DISTRICT NO. 304
ADMINISTRATION BUILDING**

The Board of Directors (the "Board") of Harris County Municipal Utility District No. 304 (the "District") hereby adopts by order the following rules and regulations (the "Rules and Regulations") for the protection and benefit of all the members and guests of the District and its Administration Building. These Rules and Regulations shall apply to all residents and guests of the District's Administration Building. Failure to comply with these Rules and Regulations may result in disciplinary action in accordance with Section VI hereof. The Board retains the right to amend these Rules and Regulations from time to time.

SECTION 1: APPLICATION FORM. The Multi-Purpose Room of the Administrative Building owned by the District may be used by residents and, as approved, non-residents of the District (individually or collectively, "Applicant(s)"). District residents desiring to use the Multi-Purpose Room must abide by these Rules and Regulations and complete the Application included in **EXHIBIT "A"** attached hereto. Persons residing outside the District desiring to use the Multi-Purpose Room must abide by these Rules and Regulations and must complete the Application included in **EXHIBIT "B"** attached hereto. All non-resident Applications will be reviewed and approved by a representative or member of the Board on a case by case basis. If a completed Application, along with the required fee and deposit(s), are not provided to a representative or member of the Board, no person or entity affiliated with the Applicant will be allowed to use the Multi-Purpose Room.

SECTION 2: AGE REQUIREMENT. Applicants making application to use the Multi-Purpose Room must be at least 25 years of age and must be present during the entire function. **A copy of a valid photo ID of the Applicant must be provided with the Application to use the Multi-Purpose Room.**

SECTION 3: FEES FOR USE OF MULTI-PURPOSE ROOM.

All Applicants who are current residents of the District will be required to pay by the earlier of fourteen (14) days prior to use of the Multi-Purpose Room or the time application is made with the District (i) a Multi-Purpose Room use fee of \$400.00 for weekend (Friday - Sunday) use or \$200.00 for weekday (Monday - Thursday) use, (ii) a security deposit of \$150.00, and (iii) a cleaning deposit of \$150.00. The use fee MUST be paid by money order, cashier's check, or online with credit card or debit card. The security deposit and cleaning deposit MUST each be paid by separate money orders or cashier's checks at least three (3) days prior to the planned event. Applications may be mailed to Harris County Municipal Utility District No. 304, c/o Roach & Associates, PLLC, 2001 Timberloch Place, Ste. 500, The Woodlands, Texas 77380, or hand delivered to a representative or member of the Board of Directors. District residency must be established by providing a copy of a valid photo ID showing current address submitted with the Application; otherwise, the Application will be denied, and the Applicant will be required to submit an application as non-District resident. Applicant must provide seven (7) days' notice of cancellation; otherwise, Applicant will forfeit the \$400.00/\$200.00 Multi-Purpose Room use fee.

(a) All Applicants who are *not* current residents of the District will be required to pay by the earlier of fourteen (14) days prior to use of the Multi-Purpose Room or the time application is made with the District (i) a Multi-Purpose Room use fee of \$650.00 for weekend (Friday - Sunday) use or \$275.00 for weekday (Monday - Thursday) use, (ii) a security deposit of \$150.00, and (iii) a cleaning deposit of \$150.00. The use fee MUST be paid by money order, cashier's check, or online with credit card or debit card. The security deposit and cleaning deposit MUST each be paid by separate money orders or cashier's checks at least three (3) days prior to the planned event. Applications may be mailed to Harris County Municipal Utility District No. 304, c/o Roach & Associates, PLLC, 2001 Timberloch Place, Ste. 500, The Woodlands, Texas 77380, or hand

delivered to a representative or member of the Board of Directors. Applicant must provide seven (7) days' notice of cancellation; otherwise, Applicant will forfeit the \$650.00/\$275.00 Multi-Purpose Room use fee.

(b) A representative or member of the Board shall be authorized upon Board approval, to reduce or waive the applicable use fee specified above for use of the Multi-Purpose Room under circumstances deemed appropriate by the Board (with the exception of bereavement, which is entitled to an automatic discount of 50% off of the use fee). Further, the above use fee requirements shall not apply to use of the Multi-Purpose Room for meetings held by a homeowners association or other governmental entities or persons with jurisdiction over property located within the boundaries of the District.

(c) After use of the Multi-Purpose Room, a representative or member of the Board will return the applicable cleaning and/or security deposit(s) to the Applicant's address within ten (10) business days following the function, the security deposit, and cleaning deposit, provided that the facilities are cleaned to their original readiness and there is no damage to the Multi-Purpose Room and surrounding grounds from Applicant's use. In the event the Multi-Purpose Room or surrounding grounds are not cleaned to their original readiness or are damaged, the District will make the necessary repairs and/or clean the Multi-Purpose Room and surrounding grounds and will deduct the cost of the repairs from the deposit(s). If the cost of repairs exceeds the deposit(s), Applicant will be required to pay the balance.

SECTION 4: RULES FOR USE OF MULTI-PURPOSE ROOM.

(a) **NO MINORS WITHOUT SUPERVISION.** Applicants who plan to have children present (person 12 and under) must supervise the children throughout the entire period the Multi-Purpose Room is used and there shall be at least one (1) adult (person over the age of 25) present for every fifteen (15) children and the adult shall also be present at all times.

(b) **Applicants will not have access to the Multi-Purpose Room later than 12:00 a.m.** Utmost respect will be shown for the tranquility of the surrounding homes and the safety of children playing in the neighborhood. No sounds shall be amplified outside the Administration Building or on the land adjacent to the Administration Building.

(c) Use of the Multi-Purpose Room includes the right to make use of available tables and chairs and the kitchen area. If any alterations or rearrangements are made to the furniture in the Multi-Purpose Room, all items must be returned to their prior location before Applicant vacates the Multi-Purpose Room.

(d) **The maximum number of persons allowed within the Multi-Purpose Room at any one time will be seventy-five (75) people.** Consideration should be made to limit the number of vehicles due to the limited parking spaces available.

(e) All refreshments, including soft drinks, food, coffee, etc. shall be furnished by the Applicant. The consumption of any beverage from a glass container is prohibited outside the Multi-Purpose Room or on the surrounding grounds.

SECTION 5: PEACE OFFICER REQUIREMENT.

(a) Certain uses of the Multi-Purpose Room and or the outside pavilion may require that Applicant employ a qualified peace officer during use of the Multi-Purpose Room or outside pavilion. Applicant will be required to pay for one

(1) peace officer for groups over 25 people or for any number of guests where alcohol is served, and two (2) peace officers for groups over 50 people regardless of whether alcohol will be served, or for any party being held for children aged 13 – 21,. Notwithstanding the foregoing, minors (persons 12 and under) will not be counted as a person in the calculation requiring peace officers.

(b) The peace officer(s) will remain on duty until use of the Multi-Purpose Room has concluded and building has been secured. A representative of the District will be responsible for obtaining the peace officer(s) for Applicant's scheduled function.

SECTION 6: OBEYING RULES AND REGULATIONS. Applicants and their guests must obey the rules for the use of the Multi-Purpose Room, and Applicant is responsible for ensuring all guests obey such rules. **The District reserves the right to make unannounced inspections during the use of the Multi-Purpose Room to ensure compliance with such rules. Applicants and his/her guests will be ordered to leave the Administration Building, Multi-Purpose Room and surrounding grounds if they fail to obey the rules, and if applicable not having the required peace officer present and Applicant is subject to being denied future use of the Multi- Purpose Room. For any violation of the requirements of these rules and regulations, the District may, at its discretion, retain and refuse to refund Applicant's security/cleaning deposit(s). For any violation of Section 5, in particular, the District additionally reserves the right to have contract peace officers provide the required services as an alternative to ordering Applicant and their guests to leave the Administration Building, Multi-Purpose Room and surrounding grounds, the additional cost of which shall be billed to and due/owing by Applicant after the conclusion of Applicant's event.**

SECTION 7: NO OTHER USE OF DISTRICT ADMINISTRATION BUILDING. Permission is granted solely for the use of the Multi-Purpose Room and related kitchen facilities and available tables and chairs. Permission is not and will not be granted for use of the reception area, inner offices or conference rooms. Any use of the prohibited areas by Applicant or Applicant's guests will result in expulsion of Applicant and Applicant's guests. With prior approval from a District representative, the District will use its best efforts to accommodate a request for use of the outside pavilion at an additional charge of \$150.00. Proof of adequate insurance for any devices or equipment, including but not limited to bounce-houses and similar structures will require adequate insurance, and . Bounce-houses or similar structures are strictly prohibited inside of the building.

SECTION 8: NO IMPLIED OWNERSHIP OR RIGHTS. These rules and permission to use the Multi-Purpose Room do not convey ownership or any permanent rights to any party other than the District. Any and all property within the Multi-Purpose Room will remain the property of the District.

These rules in no way oblige the District to provide access to the Multi-Purpose Room to any entity, group, or organization. Every effort will be made to fulfill applications for use of the Multi-Purpose Room but circumstances may prevent the District from fulfilling such requests.

SECTION 9: USE OF DECORATIONS. Use of decorations is limited to fireproof material and shall be erected and removed in a manner not destructive to District property. Tape, tacks, staples, glue and other similar materials may not be used in erecting decorations. The use of flames, other than candles, and the use of confetti are prohibited.

SECTION 10: PROHIBITED ACTIVITIES. The following activities are prohibited on the premises.

- **Smoking in the Administration Building, Multi-Purpose Room and surrounding grounds is prohibited.** In addition, illegal substances will not be permitted within the Administration Building, Multi-Purpose Room or surrounding grounds, nor will a person who is intoxicated be allowed within the Administration Building, Multi-Purpose Room and surrounding grounds.
- Loud or abusive language will not be permitted. Any person or persons not adhering to the above must be asked to leave the premises by the Applicant.
- No fee may be charged by Applicant to his/her guests for access to the Administration Building, Multi-Purpose Room and surrounding grounds.
- No sales may be conducted on the premises.
- Any other activity reasonably deemed by the Board to be inappropriate or inconsistent with the general use and purpose of District property may be prohibited.
- By signing this Agreement, applicant understands and agrees (notwithstanding, Sections 30.06 & 30.07 Texas Penal Code) that no person will be allowed to possess any firearms, or other weapons, while in attendance at any event held on the Premises pursuant to this Agreement. (Excluding Certified Texas Peace Officers)

SECTION 11: COMPLETION OF USE. Upon completion of Applicant's activity, Applicant shall:

- Remove any and all trash from the premises. Trash must be in bags, prior to placing in outside trash bins..
- Remove all foods from the refrigerator, the counters and cupboards.
- Clean all counter surfaces in the kitchen and bathrooms.
- Make sure all inside toilets have been flushed and cleared when leaving the Administration Building.
- Call the designated representative or member of the Board at least one-half hour prior to end of Applicant's event so they will have ample time to come to the Administration Building to turn off lights, set the alarm and lock the door.
- The designated representative or member of the Board will perform a courtesy walk through to alert Applicant to any items that are Applicant's responsibility that Applicant may have over looked during clean up.
- Cleaning materials are furnished by the District and are located in the cleaning closet.

SECTION 12: SURVEILLANCE. The District has on-site security and video surveillance at the Administration Building, including inside the Multi-Purpose Room and surrounding grounds. Applicant should be aware that video surveillance may be used during Applicant's use of the premises. **As a condition to use of the District's Administration Building, Applicant and all of Applicant's guests hereby consent to and authorize any lawful recording and use by the District of Applicant's and Applicant's guests' name, image and likeness.**

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PASSED, ORDERED AND ADOPTED, this 21 day of February, 2023.

HARRIS COUNTY MUNICIPAL
UTILITYDISTRICT NO. 304

/s/ Rosalind Caesar
President, Board of Directors

/s/ Michael Garrett
Secretary, Board of Directors

EXHIBIT "A"

HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO.304

**APPLICATION FOR USE OF MULTI-PURPOSE ROOM
(IN-DISTRICT)**

Applicant: _____
Address: _____
Daytime Telephone: _____
Home Telephone: _____
Copy of Valid Photo ID w/ Address Attached (circle one): Y or N
FUNCTION TO BE CONDUCTED IN THE MULTI-PURPOSE ROOM:

Date Requested: _____
Hours of Use: _____
Number of Persons _____
Number of Peace Officers Required: _____
Proof of Engagement of Peace Officers Attached (circle one): Y or N

The District has on-site security and video surveillance at the Administration Building, including inside the Multi-Purpose Room and surrounding grounds. Applicant should be aware that video surveillance may be used during Applicant's use of the premises. **As a condition to use of the District's Administration Building, Applicant and all of Applicant's guests hereby consent to and authorize any lawful recording and use by the District of Applicant's and Applicant's guests' name, image and likeness.**

I, the undersigned Applicant, do hereby certify that I have read the foregoing Multi-Purpose Room Use Agreement and Application attached hereto and that I have been provided a copy of the Agreement. I understand the rules and conditions for the use of the Multi-Purpose Room and I also understand that by using the Multi-Purpose Room I consent to abide by the rules and conditions.

I AGREE TO RESTORE THE MULTI-PURPOSE ROOM AND ADMINISTRATION BUILDING PREMISES TO THE CONDITION THEY WERE IN PRIOR TO MY USE. I UNDERSTAND THAT IF THE MULTI-PURPOSE ROOM OR ADMINISTRATION BUILDING PREMISES ARE DAMAGED OR HAVE NOT BEEN PROPERLY CLEANED, THE DISTRICT WILL CLEAN AND/OR MAKE THE NECESSARY REPAIRS AND WILL DEDUCT THE COST OF CLEANING AND/OR THE REPAIRS FROM THE SECURITY/CLEANING DEPOSIT(S). IF THE COST OF CLEANING/REPAIRS EXCEED THE APPLICABLE CLEANING/SECURITY DEPOSIT(S), I UNDERSTAND I WILL BE REQUIRED TO PAY THE BALANCE.

IN CONSIDERATION FOR THE USE OF THE MULTI-PURPOSE ROOM OWNED BY THE DISTRICT, THE UNDERSIGNED APPLICANT ("APPLICANT") HEREBY AGREES TO INDEMNIFY, SAVE AND HOLD HARMLESS, AND DEFEND HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 304 (THE "DISTRICT") AND ITS BOARD OF DIRECTORS AND ALL THEIR AGENTS, REPRESENTATIVES, EMPLOYEES, AND CONSULTANTS, FROM ANY AND ALL SUITS, ACTIONS, OR CLAIMS OF ANY CHARACTER, TYPE, BROUGHT OR MADE BY ANY PERSON OR ENTITY FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED OR ALLEGED TO HAVE BEEN RECEIVED OR SUSTAINED BY ANY PERSON OR ENTITY ARISING OUT OF OR RELATED TO OR OCCASIONED BY APPLICANT'S USE OF THE MULTI-PURPOSE ROOM OR SURROUNDING GROUNDS, WHETHER CAUSED BY THE SOLE NEGLIGENCE OF APPLICANT, THE SOLE NEGLIGENCE OF THE DISTRICT, ITS BOARD OF DIRECTORS OR ANY OF THEIR AGENTS, REPRESENTATIVES, EMPLOYEES, AND CONSULTANTS OR A COMBINATION THEREOF, OR THE NEGLIGENCE OF ANY OTHER PERSON OR ENTITY.

Signed this _____ day of _____, 20____.

Sign: _____

Print Name: _____

"Applicant"

EXHIBIT "B"

HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 304

**APPLICATION FOR USE OF MULTI-PURPOSE ROOM
(OUT-OF-DISTRICT)**

Applicant: _____
Address: _____
Daytime Telephone: _____
Home Telephone: _____
Copy of Valid Photo ID Attached (circle one): Y or N
FUNCTION TO BE CONDUCTED IN THE MULTI-PURPOSE ROOM:

Date Requested: _____
Hours of Use: _____
Number of Persons _____
Number of Peace Officers Required: _____
Proof of Engagement of Peace Officers Attached (circle one): Y or N

The District has on-site security and video surveillance at the Administration Building, including inside the Multi-Purpose Room and surrounding grounds. Applicant should be aware that video surveillance may be used during Applicant's use of the premises. **As a condition to use of the District's Administration Building, Applicant and all of Applicant's guests hereby consent to and authorize any lawful recording and use by the District of Applicant's and Applicant's guests' name, image and likeness.**

I, the undersigned Applicant, do hereby certify that I have read the foregoing Multi-Purpose Room Use Agreement and Application attached hereto and that I have been provided a copy of the Agreement. I understand the rules and conditions for the use of the Multi-Purpose Room and I also understand that by using the Multi-Purpose Room I consent to abide by the rules and conditions.

I AGREE TO RESTORE THE MULTI-PURPOSE ROOM AND ADMINISTRATION BUILDING PREMISES TO THE CONDITION THEY WERE IN PRIOR TO MY USE. I UNDERSTAND THAT IF THE MULTI-PURPOSE ROOM OR ADMINISTRATION BUILDING PREMISES ARE DAMAGED OR HAVE NOT BEEN PROPERLY CLEANED, THE DISTRICT WILL CLEAN AND/OR MAKE THE NECESSARY REPAIRS AND WILL DEDUCT THE COST OF CLEANING AND/OR THE REPAIRS FROM THE CLEANING/SECURITY DEPOSIT(S). IF THE COST OF CLEANING/REPAIRS EXCEED THE APPLICABLE CLEANING/SECURITY DEPOSIT(S), I UNDERSTAND I WILL BE REQUIRED TO PAY THE BALANCE.

IN CONSIDERATION FOR THE USE OF THE MULTI-PURPOSE ROOM OWNED BY THE DISTRICT, THE UNDERSIGNED APPLICANT ("APPLICANT") HEREBY AGREES TO INDEMNIFY, SAVE AND HOLD HARMLESS, AND DEFEND HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 304 (THE "DISTRICT") AND ITS BOARD OF DIRECTORS AND ALL THEIR AGENTS, REPRESENTATIVES, EMPLOYEES, AND CONSULTANTS, FROM ANY AND ALL SUITS, ACTIONS, OR CLAIMS OF ANY CHARACTER, TYPE, BROUGHT OR MADE BY ANY PERSON OR ENTITY FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED OR ALLEGED TO HAVE BEEN RECEIVED OR SUSTAINED BY ANY PERSON OR ENTITY ARISING OUT OF OR RELATED TO OR OCCASIONED BY APPLICANT'S USE OF THE MULTI-PURPOSE ROOM OR SURROUNDING GROUNDS, WHETHER CAUSED BY THE SOLE NEGLIGENCE OF APPLICANT, THE SOLE NEGLIGENCE OF THE DISTRICT, ITS BOARD OF DIRECTORS OR ANY OF THEIR AGENTS, REPRESENTATIVES, EMPLOYEES, AND CONSULTANTS OR A COMBINATION THEREOF, OR THE NEGLIGENCE OF ANY OTHER PERSON OR ENTITY.

Signed this ____ day of _____, 20 ____.

Sign: _____

Print Name: _____

"Applicant"