

# HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 304

## ADMINISTRATION BUILDING USAGE AGREEMENT

12525 Wellington Pkwy Houston, Texas 77014  
281-587-9000

User Name:		
User Address:		
Home Phone:	Work Phone:	
Cell Phone:	Email Address:	
Usage Date:	Arrival Time:	Departure Time: (Must be before 12 a.m.)
Description of Event:		Estimated Number of Attendees:

### USAGE FEE SCHEDULES

		Residents	Non-Residents
<b>No Alcohol being served</b>	Weekdays (9am to 5pm)	Base Rental Fee: \$410 Security Deposit: \$100	Base Rental Fee: \$485 Security Deposit: \$200
	Weekends (9am to 5pm)	Base Rental Fee: \$460 Security Deposit: \$100	Base Rental Fee: \$535 Security Deposit: \$200
	After 5:30pm on Weekdays and Weekends	Base Rental Fee: \$510 Security Deposit: \$100	Base Rental Fee: \$585 Security Deposit: \$200
	<i>Funeral Repast Services</i>	Base Rental Fee: \$280 Security Deposit: \$0	Base Rental Fee: \$355 Security Deposit: \$100
<b>Alcohol being served</b>	Weekdays after 5:30pm and anytime on Weekends	Base Rental Fee: \$710 Security Deposit: \$100	Base Rental Fee: \$785 Security Deposit: \$200

\*Minimum hours of Premises Usage included in base rental fee = six (6) (consisting of estimated 1.5 hrs. for set-up & 3 hrs. for event & 1.5 hrs. for clean-up.)

Additional usage hours requested – Number of hours \_\_\_\_ x \$120.00/hour = \_\_\_\_\_

**Attendant Fee:**

No. of hours \_\_\_\_ x \$15.00/hour = \_\_\_\_\_ (required for duration of usage; six (6) hour minimum), if usage falls on a holiday, the attendant fee is \$30.00/hour. Total minimum costs of Building Attendant for this event = \$\_\_\_\_\_ (amount is included in Base Rental Fees)

**Peace Officer Fee:**

User hereby agrees to pay the total fees for the proper number of officers required, at the rate of \$50.00 per hour, per officer, for a minimum of six (6) hours\*. Total minimum costs of \_\_\_\_ officer(s) for this event = \$\_\_\_\_\_ (amount is included in Base Rental Fees) If an event lasts more than six (6) hours, then the User agrees to pay an additional amount to cover the extra hours required added on a per officer/per hour basis at the same \$50.00 per hour rate and such amount will be due and payable to the District immediately at the end of the extended event.

(\*If the event is a repast, security fee will be at the rate of \$50.00 per hour with only a four (4) hour minimum.)

**Audio/Video Equipment Use Fee:**

\$15.00 (Required for all events where Audio/Video Equipment is used; non-refundable)

## **USAGE:**

Harris County Municipal Utility District No. 304 (the "District") agrees to allow the person listed above (the "User") to use the District's facilities located at 12525 Wellington Pkwy, Houston, Texas 77014, together with the fixtures and contents therein, kitchen, sidewalks and parking lots (the) on the date and in the times listed above ("Access Period") for the purpose described above. The District's office on the Premises is not part of the rental area. The District's Board of Directors meeting room on the Premises is not part of the rental area unless otherwise specified in writing in this Agreement. When all fees (*including Usage Fees, Attendant Fees, Peace Officer Fees and the Security Deposit*) are paid as outlined in this Agreement, the reservation for an event will be confirmed.

## **USAGE FEE, ATTENDANT FEE AND PEACE OFFICER FEE:**

User agrees to pay the District a non-refundable Usage Fee, Attendant Fee, and Peace Officer Fee (as applicable) as listed above for the Access Period specified. The Attendant is responsible for coordinating building issues only, such as: accessibility, building electronics, temperature regulation, opening/locking doors for events, regulating attendance, and making sure the rented space is returned to an orderly manner. The Attendant is required for the entire duration of the event and will have the authority to suspend usage of the Facilities for any violations of District policy or safety issues. All events require a minimum of one (1) uniformed Peace Officers present during the entirety of the event (*subject to change per General Manager's discretion at time of booking*). Two (2) Peace Officers are required for all events where alcohol is served. Three (3) Peace Officers are required for all events where there are fifty (50) or more attendees (*subject to Fire Code Occupancy Regulations*). The Peace Officers must be official, licensed Texas Peace Officers selected by the District, dressed in uniform during the event and cannot be invited guests. The Peace Officers will be scheduled by the District. Any Peace Officer assigned to an event is required for the entire duration of the event and will also have the authority to suspend usage of the Facilities for any violations of District policy or safety issues. All Usage Fees, Attendant Fees, and Peace Officer Fees must be paid with cashier's check or money order only (*cash or personal checks not accepted*), payable to Harris County Municipal Utility District No. 304, and must be received by the District at 12525 Wellington Pkwy, Houston, Texas 77014 at least seven (7) days, (*with the exception of funeral repast which must be paid in full within forty-eight (48) hours prior to the event*), before the date of the event. Failure to submit all fees by the seventh (7<sup>th</sup>) day prior to the event, will result in the event being cancelled and removed from the District's calendar, and no deposits or fees already paid will be refunded.

## **SECURITY/CLEANING DEPOSIT:**

User agrees to pay the District a refundable Security/Cleaning Deposit. User authorizes the District to apply the Security/Cleaning Deposit to charges and any other expenses or charges stipulated herein to be the responsibility of the User. A designated District representative will inspect the Premises after the Access Period to determine if the Security/Cleaning Deposit will be returned or applied in its entirety to cover necessary repairs, cleaning, or other appropriate charges.

The Security/Cleaning Deposit must be paid with separate cashier's check or money order from all other fees so that the appropriate refund(s) may be given to Users after their functions. The Security/Cleaning Deposit cashier's check or money order should be made payable to Harris County Municipal Utility District No. 304 (*cash or personal checks not accepted*), and must be received by the District concurrently with submission of this Agreement. The Security/Cleaning Deposit will be forfeited if the facility is damaged, additional cleaning is needed, or the event goes over the scheduled time.

### **ACCESS PERIOD:**

The Access Period includes the amount of time specified on page 1 of this Agreement; provided, however, that a reasonable amount of time for set-up and clean-up will be allocated in the discretion of the Attendant on duty for the District (*maximum of 1.5 hour*). The doors will be unlocked at the Arrival Time and locked at the Departure Time, subject to the Attendant's discretion regarding set-up/clean-up times. The Premises must be cleaned and vacated by the Departure Time or the entire Security Deposit will be forfeited. The Departure Time will not be later than 11:59p.m. the day of the event.

### **INSPECTION PRIOR TO AND AFTER USE:**

Both the User and the Attendant will inspect the Premises at the beginning and end of the Access Period indicated in this Agreement. Both parties will note damages and the condition of the Premises using a provided "Inspection Checklist". The User hereby certifies to the District that the User has inspected the Premises, and it is expressly agreed that the Premises are accepted by the User in its "AS-IS", "WHERE-IS" condition, "WITH ALL FAULTS", ABSOLUTELY NO REPRESENTATIONS OR WARRANTIES REGARDING THE PREMISES, EXPRESS OR IMPLIED, ARE GIVEN BY THE DISTRICT, AND THE USER WAIVES AND DISCLAIMS ALL OF THE SAME (INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF SUITABILITY, HABITABILITY, MARKETABILITY OR FITNESS FOR A PARTICULAR PURPOSE).

### **CLEANING:**

User agrees to leave the Premises in a clean and orderly condition at the expiration of the Access Period. All trash must be collected and removed from the Premises. If the Premises (during inspection) are found damaged or not returned to the condition they were in before the private use, it may result in a forfeiture of the Security/Cleaning Deposit.

### **DAMAGE:**

User agrees to be responsible and liable for any and all damages to the Premises or additional cleaning needed that is found immediately after the Access Period. The liability of the User is not limited by the amount of the Security/Cleaning Deposit provided.

### **UNPAID COSTS AND CHARGES:**

User will be invoiced for any additional costs or charges in excess of the Security/Cleaning Deposit. User agrees to pay said invoice within ten (10) days from receipt of the invoice. If payment is not received within this time, the District may proceed with legal action to collect payment and User agrees to bear the cost of such action, including but not limited to, reasonable attorney fees and court costs.

### **CANCELLATION:**

If User cancels more than ten (10) days after submitting this Agreement to the District, one half (1/2) of the Security Deposit will be retained by the District; if User cancels more than twenty (20) days after submitting this Agreement to the District, the full (100%) of the Security Deposit will be retained by the District (to cover lost rental opportunity). The District reserves the right to cancel or terminate this Agreement at any time for violations of the covenants, conditions or rules contained herein, or that may be promulgated by the District from time to time, or for any other reason deemed necessary in the District's sole discretion. In the event of cancellation due to violations of the Agreement none of the deposit amount will be refunded. No verbal cancellations are permitted; all cancellations must be in writing. Requests for changes in event

date(s) will be considered cancellations subject to the same ten (10) and twenty (20) day deposit forfeitures as noted above.

### **PROTECTION OF PREMISES:**

The District reserves the right to require the User, when deemed necessary, to provide at the User's sole expense, property and/or liability insurance coverage with a minimum of up to one million dollars (\$1,000,000) and showing the District as an additional named insured, or other measures to protect the Premises and the District.

### **EFFECT OF NON-COMPLIANCE:**

Failure to comply with the terms of this Agreement and any rules and regulations of the Facilities may result in suspension of your right to use the Facilities. You have a right to a hearing in front of the Board of Directors in the event of a suspension. If you desire a hearing, written notice of your request must be submitted to the District. Upon receipt of your written request, you will be furnished with notice of the date, time and place of the hearing.

### **USE OF IMAGES:**

By signing this Agreement, User and all guests/attendees of User's event grant the District permission to use his/her image, likeness or photograph in any and all publications and materials of the District without payment or consideration made by the District. User acknowledges that all such images become the property of the District and will not be returned. User authorizes the District to use, edit, copy, publish or exhibit any image for any lawful purpose. User waives the right to review any image or to obtain royalties from the image. User is responsible for notifying guests/attendees of User's event of this policy, and all such guests/attendees are subject to the same acknowledgements and agreements regarding the District's use of image as outlined above. However, User may notify the District in writing prior to the Arrival Time of the event that User prefers not to have images taken or used by the District.

### **USE RESTRICTIONS:**

1. User must be at least twenty-one (21) years of age and present a photo identification as proof of age and residency /customer status.
2. All events must be conducted in the Community Room, back patio or pavilion areas only.
3. User must remain on the Premises at all times during the function.
4. User agrees to take full responsibility and be liable for all actions of self and guests including any damage caused to District property during the function.
5. **By signing this Agreement, User understands and contractually 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)
6. The maximum number of guests permitted during use is seventy-five (75), unless additional fees are provided as outlined in this Agreement.
7. User agrees that nothing shall be attached or suspended from any part of the walls, ceilings, wooden beams, or furniture (including tape, staples or any other item).
8. User will not use "Silly String" or other oil-based products, confetti, or glitter in/on the Premises.

9. User agrees to completely remove all decorations, including but not limited to balloons and streamers from the Premises. Use of tape, tacks, staples, glue or other similar materials may not be used in placing decorations.
10. User agrees to remove all trash from the Premises at the completion of the function.
11. Plants, furniture, and other "permanent" decorations may not be moved or used outside of rental rooms, hallways, or patio.
12. Smoking is prohibited at all times in all areas of the Premises.
13. Pets are prohibited at all times, in all interior areas of the Premises, with the exception of registered service animals.
14. Alcoholic beverages are prohibited in all interior and exterior areas of Premises at all times (*unless otherwise noted above and additional security fees are paid as outlined in this Agreement*).
15. User agrees to pay for any and all unauthorized use of the telephone during the Access Period.
16. User agrees that no fees, admissions, or cover charges of any nature shall be charged or collected from his/her attendees as a pre-requisite or condition of entering the Premises. District hereby reserves the right to use their discretion to not allow rental of premises for any event, including but not limited to, worship services, investment/recruitment events, pyramid events, for-profit events, or events with numerous unsupervised juveniles with potential for reckless behavior.
17. User agrees to comply with all municipal, state, and federal laws, statutes, ordinances, rules and regulations, including all rules and regulations of the District, and all orders of the Harris County Health Department or other authorities affecting service of food and all other uses of the Premises.
18. User agrees not to have on the Premises any articles or things of dangerous, flammable (*Sterno may be used for warming*), or explosive character that might increase the chance of eruption of fire on the Premises, or that ordinarily would be considered "hazardous" or "extra hazardous" by any responsible insurance company.
19. Food must be cooked/prepared offsite. User agrees not use any barbecue grills, fryers, or outdoors cooking devices within ten (10) feet of the exterior of the building. User hereby assumes any and all liability for any food served at the event.
20. No real or artificial smoke, fog, bubbles, bubble machines or other similar substances or devices may be used on the Premises.
21. User agrees that attendance is required of at least one (1) adult per ten (10) children under the age of 17 attending an event for the entirety of the event.
22. User acknowledges that he/she has received a copy of this Agreement and had read, understands, and agrees to all of its provisions.
23. Tables and chairs will be available for use. The User agrees to set up and take down tables and chairs and return them to the setting in which they were found at the end of the event. User also agrees that no one other than District personnel or security officers may use the front reception desk during events.
24. The District agrees to provide use of the Premises for the specified period as long as the User is in compliance with the rules governing the use of the Premises.
25. All communications regarding this reservation and contract shall exist only between the User and the General Manager/District.

### **MISCELLANEOUS:**

This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the parties to this Agreement are performable in Harris County, Texas. In the event the District is compelled to retain the services of an attorney to enforce any of the provision of or collect any sums due under this Agreement, the District shall be entitled to recover such attorney's fees from the User. This Agreement shall not be assigned by the User for any reason and any such assignment is void and of no legal effect and shall result in immediate termination of the event and forfeiture of any deposits. The rights and obligations of the Agreement shall survive the termination of the Access Period and this Agreement. Any notice, tender or delivery to be given by either party to the other under this Agreement shall be sufficient if in writing and sent via hand delivery or by registered or certified mail, postage paid, return receipt requested, and shall be deemed received the earlier of actual receipt, or deposit in the United States mail.

### **INDEMNIFICATION:**

**USER ASSUMES ALL RISK OF ALL LOSS OR DAMAGE TO ANY MATERIALS, EQUIPMENT OR OTHER PROPERTY OF USER OR THE DISTRICT AND THE DISTRICT SHALL HAVE NO OBLIGATION, RESPONSIBILITY OR LIABILITY WITH RESPECT THERETO.**

**THE DISTRICT AND THE USER AGREE THAT THE DISTRICT WILL NOT BE LIABLE TO USER OR ANY OTHER PARTY FOR ANY INJURY TO ANY PERSON USING THE PREMISES. USER SHALL DEFEND, INDEMNIFY AND HOLD HARM LESS THE DISTRICT, THE BOARD OF DIRECTORS OF THE DISTRICT, AND THEIR AGENTS, REPRESENTATIVES, OFFICERS, DIRECTORS, MEMBERS, AND CONTRACTORS FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, AUDITS, DAMAGES, DEMANDS, LOSSES, COSTS, EXPENSES, AND DISBURSEMENTS, INCLUDING COURT COSTS AND ATTORNEY FEES, RESULTING FROM ANY INJURIES TO OR DEATH OF ANY PERSON OR DAMAGE TO ANY PROPERTY (INCLUDING, WITHOUT LIMITATION, DAMAGE TO THE PREMISES BY USER OR ANY OTHER REAL OR PERSONAL PROPERTY OWNED BY THE DISTRICT OR WITHIN THE HERITAGE VILLAGE SUBDIVISION) ARISING OUT OF, RELATING TO OR IN CONNECTION WITH THE RENTAL OR USE OF THE PREMISES BY USER, THE FAILURE OF USER TO PERFORM ANY OF ITS OBLIGATIONS HEREUNDER, OR THE NEGLIGENCE OR WILLFUL ACTIONS OF THE USER AND THE USER'S GUESTS, INVITEES OR OTHERS AT THE PREMISES OR THE HERITAGE VILLAGE SUBDIVISION IN CONNECTION WITH USER'S RENTAL OF THE PREMISES, EVEN IF CAUSED OR ALLEGED TO BE CAUSED BY THE SOLE, JOINT, COMPARATIVE, CONCURRENT NEGLIGENCE OR FAULT OF THE DISTRICT, AND EVEN IF ANY SUCH CLAIM, CAUSE OF ACTION OR SUIT IS BASED UPON OR ALLEGED TO BE BASED UPON STRICT LIABILITY OF THE DISTRICT. THIS INDEMNITY AND RELEASE PROVISION IS INTENDED TO INDEMNIFY AND RELEASE THE DISTRICT AGAINST THE CONSEQUENCES OF ITS OWN NEGLIGENCE OR FAULT AS PROVIDED ABOVE WHEN THE DISTRICT IS SOLELY, JOINTLY, COMPARATIVELY, OR CONCURRENTLY NEGLIGENT OR OTHERWISE STRICTLY LIABLE. TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY STATUTORY OR COMMON LAW REMEDIES, WHICH ARE INCONSISTENT WITH THE PROVISION OF THE FOREGOING INDEMNITY AND WAIVER ARE WAIVED BY USER. THIS INDEMNITY AND RELEASE PROVISION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THE AGREEMENT.**

**THE DISTRICT AGREES TO USE ITS BEST EFFORTS TO MAKE THE PREMISES AVAILABLE DURING THE ACCESS PERIOD. THE USER AGREES THAT THE DISTRICT SHALL NOT BE LIABLE FOR DAMAGES BY REASON OF NON-AVAILABILITY OF THE PREMISES CAUSED BY EVENTS OUTSIDE OF THE DISTRICT'S CONTROL OR IN THE EVENT THIS AGREEMENT IS CANCELED OR TERMINATED BY THE DISTRICT FOR CAUSE.**

**NOTICES:**

If to the User, notices shall be sent to the User's address listed above, and if to the District, notices shall be sent to c/o Mitchell, Zientek & Scruggs, LLP, 26624 Interstate 45 North, Suite 200, The Woodlands, Texas 77386. This Agreement is binding upon the User and the User's heirs, executors, administrators, legal representatives, successors, and assigns (*when assignment has been permitted by the District*). If any one or more of the provisions of the Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, the invalidity, illegality or unenforceability of any one provision does not affect any other provision of this Agreement, and this Agreement shall be construed as if such illegal, or unenforceable provision was never in the Agreement. This Agreement is the only agreement between the parties and supersedes any prior written or oral understanding between the parties about rental of the Premises. All of the rights, duties and obligations of the parties are completely and fully set forth in this Agreement.

This Agreement, all required fees, and related items required under this Agreement must be submitted to the District's General Manager, TXMGMT, LLC, at the Administration/Activities Building at 12525 Wellington Pkwy, Houston, Texas 77014, or as otherwise directed by the District's General Manager. For questions about this Agreement and/or to otherwise coordinate usage of the Facilities, please contact the District's General Manager at (281) 587-9000.

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**ADMINISTRATION BUILDING USAGE AGREEMENT SIGNATURE PAGE**

**Harris County Municipal Utility District No. 304:**

**Building User:**

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

PLEASE DO NOT WRITE BELOW THIS LINE – FOR OFFICE USE ONLY

	Amount Due	Amount Received	Due Date	Date Received	Check or Money Order #	Other Notes/Comments
Base Rental Fee						User ID#:
Additional Attendant Fees						Staff Assigned:
Additional Peace Officer Fees						Officer(s) Assigned:
Security Deposit						
Additional Fees (as applicable)						Deposit Returned Date:
<b>Total Amount Due:</b>						