

FACILITY USE AGREEMENT
EAST MONTGOMERY COUNTY COMMUNITY DEVELOPMENT CENTER
16401 1st STREET SPLENDORA, TX 77372 (281) 577-8918

EVENT INFORMATION:			
DATE: (Day, M/D/YR)		REPEAT UNTIL:	
Setup Start Time: (bldg. entry)	Event Start:	Event End:	Clean Up End Time: (bldg. exit)
EVENT TYPE:		# of ATTENDEES:	
Will Food Be Served/Cooked?			
This Facility Use Agreement includes access ONLY to the Rooms checked below.			
<input type="checkbox"/> GYMNASIUM & LOCKER ROOMS/RESTROOMS <input type="checkbox"/> Basketball or <input type="checkbox"/> Volleyball <input type="checkbox"/> METTS CONFERENCE ROOM <input type="checkbox"/> RINEHART CONFERENCE ROOM <input type="checkbox"/> KITCHEN <input type="checkbox"/> DUNN CONFERENCE ROOM <input type="checkbox"/> HAYDEN CONFERENCE ROOM <input type="checkbox"/> LOBBY REST ROOMS			
Equipment & Furnishings Requested: additional fees may apply.			
# _____ Chairs # _____ Tables _____ Overhead Projector _____ Projector Screen _____ Podium			
RENTER INFORMATION			
Name of Organization or Individual:			
Non-Profit Organization? Yes / No			
Address:			
City, State, Zip			
E-Mail:		Phone Number:	
Do you have liability coverage for this event? __Yes __No			
Provide a copy of the liability policy with this agreement. Montgomery County must be named as an additional insured.			
FEES & PAYMENT			
\$100 DEPOSIT Check/Money Order # _____ DATE RECEIVED _____ Cash _____			
\$ _____ Hourly Rate x _____ # Hours = \$ _____			
+ Equipment Fees \$ _____ = TOTAL RENTAL FEE \$ _____			
Check/Money Order # _____ DATE RECEIVED _____ Cash _____ Receipt #: _____			
NO TEMPORARY OR POST-DATED CHECKS OR CREDIT CARDS WILL BE ACCEPTED. Please make checks payable to Montgomery County Precinct 4. \$30.00 fee for any check returned unpaid for any reason.			

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FACILITY RENTAL RULES:

The following rules have been compiled to protect County property and to provide a clean and healthful environment for you and your guests. Your cooperation in observing the rules will be appreciated.

- Failure to comply might subject you to liabilities including forfeiture of deposit, loss of future rentals, and possible criminal charges.
 - When you use County property, you are, by law, liable for any damage beyond normal wear to the building, furniture and/or equipment.
1. **Cancellations** must be made two full weeks prior to the scheduled rental date or you will forfeit your deposit. Original receipt is required for all refunds and could take 6-8 weeks to be received.
 2. **There will be a \$100.00 deposit for the key to the building.** Key must be dropped in secure lockbox. Deposit will not be returned until building has been checked for cleanliness and damages.
 3. **Access is permitted only to the rooms reserved.**
 4. **Please leave the building as you found it.** Furniture in the lobby and hallway should not be moved.
 5. No adhesives, staples, or thumb tacks are allowed on the walls.
 6. **Use of any fog machines is prohibited.** This will set off the fire alarms. LED only table candles are permitted.
 7. **No black rubber soled tennis shoes are allowed on the gym floor. Do not drag chairs/tables across gym floor.**
 8. Park vehicles in marked spaces only. Parking in the grass is prohibited. DO NOT block covered driveway – this is used for drop off only.
 9. **No alcoholic beverages are to be served, sold, or consumed on the premises. _____Please initial.** Law Enforcement may stop by to check and if found in violation, the gathering will be stopped and you will be asked to leave the premises, and your deposit will also be forfeited.
 10. **No smoking permitted inside the building.** Do not throw butts on the ground outside or in the flower beds.
 11. **Minor children must be under supervision** and are not permitted to wander throughout the building.
 12. **Food and drinks MUST remain in the room rented** and are not allowed in any carpeted area of the building.
 13. **Floors must be swept and mopped.** Tables and chairs should be wiped clean, and then restacked on carts.
 14. Interior and grounds outside should be neat and clean before leaving the premises.
 15. **All perishable food and trash must be removed from the building and placed in the dumpster in trash bags.**
 16. All indoor lights (including restrooms) should be turned off before leaving the facility. Outside lights left ON.
 17. **Report any problems** to the Facility Coordinator at (281) 577-8918 during business hours or call (281) 577-8919 opt 3 for after hours and weekend emergencies.
 18. Assignment of this rental agreement to anyone other than the user or for any other reason than listed above is prohibited.
 19. For weekend rentals, the key for the facility can be picked up from our office on the week prior to your event on either: Wednesday or Thursday 7:00 AM until 4:00 PM. **DO NOT enter the building until the time of your reservation for any reason.** Anyone found not in compliance will forfeit their entire deposit.

AGREEMENT & SIGNATURE:

I have read and understand the above rules. I further understand that failure to comply will result in the forfeiture of deposit, loss of future rentals, and possible criminal charges. If damages exceed amount of deposit, additional charges may apply.

Signature: _____

Date: _____

Printed Name: _____

KEYS ISSUED:

KEYS RETURNED:

MONTGOMERY COUNTY COMMISSIONER PRECINCT 4

Commissioner James Metts

23628 Roberts Road New Caney, Texas 77357

LIABILITY WAIVER

EAST MONTGOMERY COUNTY COMMUNITY DEVELOPMENT CENTER

16401 1st St. Splendora, Texas 77372

By this Waiver, I assume any risk, and take full responsibility and waive any claims of personal injury, death or damage to personal property associated with activities and events organized by renting party listed below.

I understand and confirm that by signing this WAIVER AND RELEASE I have given up considerable future legal rights. I have signed this Agreement freely, voluntarily, under no duress. My signature is proof of my intention to execute a complete and unconditional WAIVER AND RELEASE of all liability to the full extent of the law. I am 18 year of age or older and mentally competent to enter into this waiver.

Name _____

Address _____

Phone number _____

Date of event _____

Event _____

Description of activities

I _____ **SHALL INDEMNIFY AND HOLD HARMLESS MONTGOMERY COUNTY, TEXAS FOR INJURY, CLAIM OR PROPERTY DAMAGE OR LOSS SUFFERED BY ANY PARTY AS A RESULT OF USER'S USE OF THE PREMISES.**

I acknowledge that I understand the waiver described in this document. Waiver is made to the maximum extent permissible under applicable law. I acknowledge that I have signed this document under my own free will.

Signature

Facility Coordinator Signature

Printed Name

Printed Name

Date Executed

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Commissioner James Metts

23628 Roberts Road New Caney, Texas 77357

RENTAL CHECKLIST

EAST MONTGOMERY COUNTY COMMUNITY DEVELOPMENT CENTER

16401 1st St. Splendora, Texas 77372

Date Reserved: _____

Event: _____ # of attendees: _____

Name of Organization or Individual: _____ Phone # _____

*****DO NOT DRAG TABLES AND/OR CHAIRS ACROSS THE FLOOR*****

Upon Arrival:

Use key to unlock front door & manually slide open. To operate electric door, flip red switch located inside the building located at top right above door frame.

- _____ Locate where the tables, chairs, kitchen and restrooms are.
- _____ Locate where the dust mop, broom and mops are. (kitchen closet)
- _____ Extra trash bags are in the bottom of each trash can.
- _____ Review the facility rental rules entirely.
- _____ Confirm the room being used is clean and clear of debris.
- _____ Locate where the dumpster is. (outside behind gym)

Upon Leaving:

- _____ Tables and chairs are put back properly in the correct place.
- _____ All trash bags are taken to the dumpster and liners are put back in.
- _____ Outdoor areas have been cleared of debris related event.
- _____ Room being rented has been swept and mopped (if needed).
- _____ Kitchen has been cleaned including counters and floors.
- _____ No damage to any furniture, equipment or the facility. *Use back of this form to note any damage.*
- _____ All personal items have been taken with renter. Montgomery County assumes no responsibility for any items left behind. Anything left behind will be disposed of by the end of the next business day.
- _____ Restrooms swept/mopped and toilets cleaned and flushed.
- _____ Turn off auto-door switch. Lock all entry doors and drop key in lockbox outside of the building.

Again, all doors must be secure before you leave and keys can be dropped in the key box at the facility or must be returned the next business day to the Facility Coordinator in order to have your deposit returned.

Date: _____ Time Arrived: _____ Time Leaving: _____

Renter Signature

Please fold and place this form with key in key lockbox immediately following the rental.