

# FACILITY USE AGREEMENT

## EAST MONTGOMERY COUNTY COMMUNITY DEVELOPMENT CENTER

16401 1st STREET SPLENDORA, TX 77372

### USER & EVENT DETAILS

NAME OR ORGANIZATION: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_ ALT. NAME/ NUMBER: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ TITLE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

**RENTAL DATE:** \_\_\_\_\_ **EVENT TIME:** BEGIN \_\_\_\_\_ AM/PM END \_\_\_\_\_ AM/PM

ADDITIONAL RENTAL DATE(S): \_\_\_\_\_

**SELECT ROOMS BY EVENT TYPE:**

**Meetings**

- Metts Conference Room \$40/hour
- Rinehart Conference Room \$35/hour
- Dunn Conference Room \$30/hour
- Hayden Conference Room \$30/hour

**Athletic Events (2 Hour Minimum)**

- Gym & Locker rooms \$32.50/hour
  - o VOLLEYBALL or BASKETBALL

**Party/Family Gathering**

- Annex Room w/Kitchen \$100/day

**SETUP REQUIREMENTS:** Chairs # \_\_\_\_\_ Tables # \_\_\_\_\_ Projector/Screen \$25 YES NO WI-FI YES NO

OTHER SETUP: \_\_\_\_\_

PLEASE DESCRIBE EVENT: \_\_\_\_\_

- |  |  |
|--|--|
| <p>1. Is this event open to the general public?<br/>__Yes __No</p> <p>2. Estimated number of participants / attendees _____</p> <p>3. Are minor children (under 18) participants in this event? __Yes __No</p> | <p>4. Will food be consumed or sold at this event?<br/>__Yes __No</p> <p>5. Do you have liability coverage for this event?<br/>__Yes __No</p> <p><input type="checkbox"/> Provide a copy of the liability policy with this agreement. <i>Montgomery County must be named as an additional insured.</i></p> |
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### FACILITY RENTAL RULES & REGULATIONS

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.

- |   |   |
|---|---|
| <p>1. <b>Cancellations</b> 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.</p> <p>2. <b>There will be a \$100.00 deposit for the key to the building. Key must be dropped in secure lockbox.</b> Deposit will not be returned until building has been checked for cleanliness and damages. <span style="background-color: yellow;">      </span> <b>Please initial.</b></p> <p>3. <b>Access is permitted only to the rooms reserved.</b></p> <p>4. <b>Please leave the building as you found it.</b> Furniture in the lobby and hallway should not be moved.</p> <p>5. No adhesives, staples, or thumb tacks are allowed on the walls.</p> | <p>6. <b>Use of any fog machines is prohibited.</b> This will set off the fire alarms. LED only table candles are permitted.</p> <p>7. <b>No black rubber soled tennis shoes are allowed on the gym floor. Do not drag chairs/tables across gym floor.</b></p> <p>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.</p> <p>9. <b>No alcoholic beverages are to be served, sold, or consumed on the premises.</b> <span style="background-color: yellow;">      </span> <b>Please initial.</b> 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.</p> |
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**EAST MONTGOMERY COUNTY COMMUNITY DEVELOPMENT CENTER**  
**16401 1st STREET SPLENDORA, TX 77372**

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.**
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 936-672-5099 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: Thursday until 3:30pm or Friday until 1 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. **Please** initial

**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.

Signed and executed this \_\_\_\_\_ day of \_\_\_\_\_.

**USER**

**MONTGOMERY COUNTY, TEXAS**

\_\_\_\_\_  
User's signature

By: \_\_\_\_\_  
Facility Coordinator or Designee

**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.**

**BELOW FOR OFFICE USE ONLY**

\$ \_\_\_\_\_

**Rental Fee Amount**

Date fee tendered: \_\_\_\_\_

Cash    Check # \_\_\_\_\_    Money Order

Fee Receipt #: \_\_\_\_\_

**Deposit Amount: \$100**

Cash    Check # \_\_\_\_\_    Money Order

Date deposit tendered: \_\_\_\_\_

Date & Key # Issued \_\_\_\_\_

**POST EVENT:**

Date Key Returned \_\_\_\_\_

Amount deposit returned: \$ \_\_\_\_\_

Date deposit returned: \_\_\_\_\_

Reason for Loss of Deposit:  
\_\_\_\_\_  
\_\_\_\_\_

**LIABILITY WAIVER**  
**EAST MONTGOMERY COUNTY COMMUNITY DEVELOPMENT CENTER**  
**16401 1<sup>st</sup> 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**  
\_\_\_\_\_