

ATTACHMENT "A"
MONTGOMERY COUNTY, TEXAS
TENANT-USER INFORMATION CHECKLIST

Name or Organization: _____
Address: _____ City: _____ Zip Code: _____
Phone Number: _____ Alt. Name/ Number: _____
Contact Person: _____ Title: _____
Email: _____ Rental Date: _____
Additional Rental Date(s): _____
Location Description: _____

Type of Event : Check all applicable events

Festival Auto Show Bake Sale Book Fair Animal Show
 Carnival Concert Trades Day Craft Show Children's Event
 Rally Sports Activity Other (Please Specify) _____

Please describe event: _____

1. Is this event open to the general public? __Yes __No
2. Estimated number of participants/attendees _____
3. Are minor children (under 18) participants in this event? __Yes __No
4. Will alcohol be consumed or sold during this event? **(See notes below)** __Yes __No
5. Will food be consumed or sold at this event? __Yes __No
6. Will security be provided? __Yes __No
7. Will you require use of any utilities? __Yes __No
8. Do you have liability coverage for this event? __Yes __No
9. Provide a copy of the liability policy with this information sheet. Montgomery County must be named as an additional insured.
10. Please provide documentation if you have NON PROFIT status.

Applicant's signature: _____ Title: _____

Facility Coordinator: _____ Date: _____

PO Box 84
New Caney, TX 77357
Telephone: 281-577-8918
Montgomery County Maintenance after hours only:
936-539-7859

For all weekend rentals, the key for the facility can be picked up from our office on the week prior to your event on:
Thursday until 3:30 PM or Friday until 1:00 PM

DO NOT enter the building until the day of your reservation for any reason. If additional days are required for set up or clean up, they must be reserved and paid for in advance. Anyone found not in compliance will forfeit their entire deposit and may be liable for additional penalties.

If alcoholic beverages are served, sold, or consumed, security (Constable Pct. 4 ONLY) MUST be provided, by the renter, at the renter's expense. **Montgomery County reserves the right to require security (at renter's expense) for any event regardless of presence of alcoholic beverages.**
Contact Sgt. Ricky Warwick with Montgomery County Constable Precinct 4 at 281-577-8985 to schedule security detail.

ATTACHMENT "B"
MONTGOMERY COUNTY, TEXAS
SALLAS PARK FACILITY RENTALS
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. When you use County property, you are, by law, liable for any damage beyond normal wear to the buildings, furniture and or equipment.

ALL PAYMENTS MUST BE MADE BY CASH, CHECK OR MONEY ORDER.

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.

1. No events will be scheduled without fully completing the use agreement and paying both the deposit and rental fee. Keys will be available for pick-up the last business day before your event prior to 12:00 PM.
2. Keys must be returned by 3:00 PM the first business day after your event or dropped in the secure lockbox. Deposit will not be returned until keys have been returned and building has been checked for cleanliness and damages.
3. Cancellations must be made two full weeks prior to the scheduled rental date or you will forfeit your deposit at which time full refund of rental fees prepaid will be refunded by Montgomery County by check made payable to the renter only and mailed to the address at the bottom of this form. Original receipt is required for all refunds and could take 6-8 weeks to be received.
4. **Your gathering should be conducted in an orderly manner. No excessive loud music including deep booming bass that may disrupt the neighborhood and/or heard beyond the parking lot specifically after 10:00 PM. Failure to comply may result in early termination of gathering. All gatherings MUST end at 12:00 midnight.**
5. **No smoking permitted inside the buildings.** Do not throw butts on the ground outside or in any flower beds.
6. All perishable food shall be removed and garbage must be bagged and taken from the building and placed in the dumpster. Trash containers outside the building must also be emptied.
7. Floors must be swept and mopped in all areas including restrooms. Areas outside the building must also be cleaned of any trash laying on the ground. Tables and chairs should be wiped clean and restacked.
8. Please be sure kitchen counters and appliances have been wiped clean.
9. **If the facility is left dirty, deposit will be forfeited entirely.**
10. If alcoholic beverages are to be served, sold, or consumed on the premises, permits may be required. Please be aware that law enforcement may stop by to check and if found non-compliance, the gathering will be stopped immediately and all will be asked to leave the premises and your deposit forfeited.
11. Assignment of this rental agreement to anyone other than the user listed below is prohibited. Persons found in violation of this rule will be banished from renting and usage of any building in the future.
12. You have use of the facility you rented from 8:00AM until 12:00 Midnight **on the date(s) you reserved only.** Take everything you brought with you when you leave. This facility may be reserved the next day. Montgomery County assumes no responsibility for any items left behind.
13. All doors and gates must be secure when you leave. Reset thermostats to 75 degrees.
14. Report any problems to the Facility Coordinator at (281) 577-8918 during business hours, after hours for maintenance issues only please call 936-539-7859.

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 : _____

Printed Name : _____

Address : _____

City, State, Zip : _____

Phone Number : _____

BELOW FOR OFFICE USE ONLY

Date & Key # Issued _____

Date Key Returned _____

Deposit Returned _____

USE AGREEMENT

This Agreement is entered into by and between Montgomery County, Texas ("County"), a political subdivision of the State of Texas acting by and through its Commissioners' Court, and _____ ("User").

WHEREAS, User is a(n) _____ which desires to use the following described space: _____ (the "premises"), for the purposes specifically stated in the "Tenant-User Information Checklist" attached hereto as Attachment "A" and incorporated herein for all purposes.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements set forth herein, County and User agree as follows:

I.

This Agreement shall be for the use of the premises on _____ through _____ subject to earlier termination by either party. The Agreement automatically expires at the end of said term.

II.

User shall not use any part of the premises for any purpose other than the purposes stated herein, nor shall User use any part of the premises for any purpose in violation of any law, statute, ordinance or any other rule, regulation of the United States, State of Texas, Montgomery County, City of Conroe, or any other municipality or political subdivision. User shall comply with the "Rules and Regulations for Use of Public Parks in Montgomery County, Texas" which is attached hereto as Attachment "B" and incorporated herein for all purposes. The County may terminate this Agreement immediately upon discovery of any violation of the terms hereunder by the User.

III.

This Agreement shall be administered on behalf on the County by the Facilities Coordinator; all notices and communications with the County regarding this Agreement shall be directed to the Facilities Coordinator.

IV.

User shall pay to the County a use fee of \$ _____ for use of the premises. User shall further deposit with the County a security deposit in the amount of \$ _____. Said deposit shall be paid by cash, check or money order; no post-dated checks or credit cards shall be accepted. Said deposit shall be refunded to User after termination of this Agreement if premises are cleaned, before User vacates premises, in a manner acceptable to Facilities Coordinator and all amounts owing for User's use of premises have been paid in full. All or a portion of the security deposit will be retained by the County as necessary to repair damages resulting from the User's use of the premises and/or for any amounts that may be owing by User for utility services provided to User for use of the premises. Cancellation must be made two (2) weeks prior to the scheduled rental date to avoid forfeiture of deposit. Original receipt is required for all refunds and could take 6-8 weeks to be received.

V.

User is required to purchase an insurance policy in an amount not less than \$__1,000,000_____, designating the County as an additional insured. Said coverage shall insure against personal injury and property damage during the term of this Agreement, that may be suffered by any person or entity as a result of the use of said premises by User.

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

VI.

User shall obtain any necessary health permits and/or sales tax permits required for the sale of goods and/or food products. User shall provide the County copies of valid permits prior to any use of the premises.

VII.

This instrument contains the entire agreement of the parties. No other writing or oral representation shall apply to expand, limit, or modify this Agreement.

Signed and executed this _____ day of _____.

USER

MONTGOMERY COUNTY, TEXAS

User's signature

By: _____
Facility Coordinator or Designee

\$ _____
Rental Fee Amount

Date fee tendered: _____

Fee Receipt #: _____

Deposit: \$ _____

Date deposit tendered: _____

Amount deposit returned: _____

Date deposit returned: _____