

**EAST MONTGOMERY COUNTY SENIOR CENTER**  
**21679 McCLESKEY ROAD**  
**NEW CANEY, TX 77357**  
30.143144, -95.239613

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.

Date Reserved: \_\_\_\_\_ Rental Times are 8:00 AM – 10:00 PM  
Event: \_\_\_\_\_ # of attendees: \_\_\_\_\_  
Name of Organization or Individual: \_\_\_\_\_  
**Deposit = \$200.00** : Check/Money Order # \_\_\_\_\_ Cash \_\_\_\_\_  
**Fee = \$500.00** : Check/Money Order# \_\_\_\_\_ Cash \_\_\_\_\_

**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.* 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 \$200.00 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 room reserved, lobby restrooms, and kitchen. Areas in blue on attached layout are off limits.
4. Please leave the building as you found it.
5. No adhesives, staples, or thumb tacks are allowed on the walls. Blue/Green painters tape only. Do not remove existing decorations.
6. Use of any fog machines is prohibited. This will set off the fire alarms.
7. Park vehicles in marked spaces only. Parking in the grass is prohibited. DO NOT block covered driveway – this is used for drop off only.
8. **No alcoholic beverages are to be served, sold, or consumed on the premises or outside.** \_\_\_\_\_ 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.
9. **No smoking permitted inside the building.** Do not throw butts on the ground outside or in the flower beds.
10. Floors must be swept and mopped. Tables and chairs should be wiped clean, and then placed back in original rows. (see attached layout)
11. Interior and grounds outside should be neat and clean before leaving the premises.
12. All perishable food and trash must be removed from the building and placed in the dumpster in trash bags. Please empty all trash cans.
13. All indoor lights (including restrooms) should be turned off before leaving the facility.
14. 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.
15. Assignment of this rental agreement to anyone other than the user or for any other reason than listed above is prohibited.
16. 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.
17. **Please leave the facility at specified time, otherwise security alarms will be triggered.**

**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: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Phone Number: \_\_\_\_\_

## 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: \_\_\_\_\_ EMC Senior Center (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 \$\_\_\_\_\_, designating the County as an additional insured. Said coverage shall insure against personal injury and property damage during the term of this Agreement, which 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: \_\_\_\_\_

