



Montgomery County Precinct 4 Facility Use Agreement

User & Event Details

Facility: _____

Rental Date: _____

Event Name _____

Name of Organization: _____

Individual Responsible for Rental: _____

Address: _____

Phone Number : _____

Email: _____

Event Start Time: _____ Event End Time: _____

Estimated Number of Attendees: _____

Public or Private Event: _____

Will Alcohol be Served? _____

Are You a Non-Profit?: _____

Flyer: _____

Authorized Representative to Pick Up Key: _____

For Office Use Only

Deposit Amount: \$ _____ Check # _____ Cash _____

Rental Fee Amount: \$ _____ Receipt # _____

Date & Key # Issued: _____ Date Key Returned: _____

Deposit Returned (Date): _____ Staff Initials: _____

Nonprofit Status: _____

Liability Needed: _____

Security Needed: _____

Fees and Deposits

A security deposit and facility rental fee shall be paid in full prior to the event. Checks shall be made payable to Montgomery County Precinct 4. The deposit shall be refunded if the facility is left in a clean and undamaged condition. Cancellation must be made at least two (2) weeks prior to the scheduled rental date to avoid forfeiture of the deposit. Refunds may take six to eight (6–8) weeks to process. No credit cards will be accepted for the deposit.

Rules and Regulations

- Comply with the checklist of cleaning responsibilities and ensure that the facility is left in same condition as it was found.
- You are responsible for cleaning the facility after your event. Bring your own cleaning supplies.
- No smoking inside County facilities. Smoking is allowed only in designated outdoor areas.
- Decorations must not damage walls or surfaces. Only painter's tape may be used—no nails, staples, tacks, or adhesives.
- Loud or disruptive music, particularly after 10:00 PM, is prohibited.
- Fireworks prohibited.
- Minor children must be supervised at all times.
- Vehicles must be parked in designated spaces only. Parking on grass or in fire lanes is prohibited.
- Access to the facility is limited to the reserved rental time. Early entry or late exit without approval will result in loss of deposit.

Alcohol

- No alcohol on County property unless expressly authorized in writing and accompanied by required law enforcement security.
- Bull Sallas Park Show Barn, Arena, and Fair Association allow alcoholic beverages to be served, sold, and consumed. Security (Constable Precinct 4 ONLY) must be provided by the renter, at the renter's expense. Contact Captain Ricky Warwick at 281-577-8985 to schedule security detail. A receipt must be presented at key pick up.

Key Pickup, Inspection, and Return

Keys for weekend rentals may be picked up from the Precinct 4 office on the Thursday prior to the event until 3:30 PM, or Friday until 1:00 PM. Keys must be returned the next business day or placed in the secure lock box at the facility. Deposits will not be refunded until the facility has been inspected for cleanliness and damages. Any questions please 936-597-4444 or rentalspct4@mctx.org.

Termination and Enforcement

Montgomery County may terminate this Agreement immediately for noncompliance with its terms or for violations of law. Failure to comply with these regulations may result in forfeiture of deposit, denial of future facility use, or possible criminal prosecution.

**FACILITY USE AGREEMENT
COMMISSIONER MATT GRAY, PRECINCT 4
MONTGOMERY COUNTY**

This Facility Use Agreement (“Agreement”) is made by and between MONTGOMERY COUNTY, TEXAS (“County”), a political subdivision of the State of Texas acting by and through its Commissioner, Precinct 4 Coordinator, and _____ (“User”).

ARTICLE I: DEFINITIONS

- **Agreement:** This document, all articles and provisions contained herein, and the completed Montgomery County Precinct 4 Facility Rental Application.
- **County:** Montgomery County, Texas, as defined in the preamble of this Agreement.
- **Coordinator:** The Coordinator for Montgomery County Commissioner Precinct 4 or any person designated by the Coordinator.
- **Event:** A performance, meeting, exhibit, show, or any other occurrence sponsored or promoted by the User, which is described in Section 2.01.
- **Force Majeure:** An event or effect as defined in Section 5.01.
- **Period of Occupancy:** That period of time specified in Section 2.02.
- **Premises/Facility:** The location identified as the specific room(s) or area(s) in Section 2.01.
- **User:** The individual or entity identified in the preamble to this Agreement.
- **Rental Fee:** The consideration defined in Section 3.01.

ARTICLE II: NATURE OF RIGHTS

Section 2.01 - Premises To Be Licensed and Purpose Therefor. The County hereby grants, and User hereby accepts a temporary license to use and to occupy that portion of the Facility and Premises, which portion is described as follows:

_____ (the “Premises”). User represents and warrants that it will use the Premises solely for the purpose specifically stated on the Client/Rental Information Sheet (the “Event”), incorporated herein by reference. User shall not change the stated purpose without a written amendment to this Agreement signed by the Coordinator and User.

Section 2.02 - Period of Occupancy of Premises. Subject to the provisions hereof, User is granted a temporary license to occupy and use the premises on the date(s) of

_____ during the following times: from _____ through _____ (hereinafter referred to as the “Period of Occupancy”). This Agreement automatically expires at the end of said term.

ARTICLE III: USER’S OBLIGATIONS

Section 3.01 - Rent and Payment of Rent. As consideration hereof and as payment for the temporary rights of use and occupancy of the Premises for the Period of Occupancy, User agrees to pay the County the **Rental Fee** of \$_____. All payments shall be made by credit card, checks, cashier’s check, money order and or cash payable to “Montgomery County Precinct 4.” Additional charges may be incurred for failure to comply with this Agreement, violation of building rules, to repair damages, or for any other amounts owed by the User.

Section 3.02 - Facility Permits, Condition, Cleaning, And Damages. The Rules and Regulations contained within this Agreement are an integral part of this contract.

A. User shall obtain any permits, and ensure the use of licensed personnel, as required by law for the Event. User shall provide the County with copies of valid permits prior to any use of the Premises for Events requiring such permits.

B. User shall not, without the consent of the Coordinator, cause or permit any nails, staples, tacks, glue, or other similar items to be driven into or affixed to any portion of the premises, nor cause or permit any changes, alterations, repairs, painting (including powder paints), or staining of any part of the Premises or the furnishings or equipment thereof. User may use painters tape, but no other adhesives. User shall not use or permit the use of glitter, confetti, fog machines, smoke machines, or foam-producing machines. User shall not do, nor permit to be done, anything which could or will damage or change the finish or appearance of the Premises or the furnishings thereof. User shall pay the cost of repairing any and all injury and damage to the Premises, its fixtures, or furnishings caused by the act or failure to act of User, User's employees or agents, or anyone visiting the Premises at the invitation of the User.

C. User shall, upon the end of the Period of Occupancy, vacate and surrender the Premises to the County in a clean condition. All trash must be placed in the provided trash receptacles. If User fails to clean the Premises in a manner acceptable to the Coordinator, as determined in the Coordinator's sole discretion, the County may charge a fee of up to \$1,000.00 in addition to charges for actual damages and may ban User from future facility use.

D. User must immediately report any damage found upon arrival by leaving a message at 936-597-4444. The message must include User's name, rental location, and a detailed description of the damage. Damages must be reported at the beginning of the Period of Occupancy to avoid liability.

Section 3.03 - RELEASE AND INDEMNITY AGREEMENT

USER ACKNOWLEDGES AND AGREES THAT ALL ACTIVITIES, BENEFITS, PROMOTIONS AND SERVICES CONDUCTED ON, OR INTENDED TO BE CONDUCTED ON, THE PREMISES BY USER PURSUANT TO THIS AGREEMENT ARE THE SOLE RESPONSIBILITY OF USER, AND COUNTY IS NOT LIABLE TO USER OR ANY THIRD PARTY FOR ANY ACT OR OMISSION RELATED THERETO. USER AND ITS AGENTS, EMPLOYEES, CONTRACTORS, SUCCESSORS, AND ASSIGNS HEREBY RELEASE THE COUNTY AND ITS AGENTS, EMPLOYEES AND OFFICERS FROM ANY LIABILITY OR CLAIMS RELATED TO ACTIVITIES, BENEFITS, PROMOTIONS OR SERVICES CONDUCTED ON THE PREMISES BY USER PURSUANT TO THIS AGREEMENT AND ANY RELATED CLAIM, ACTION, OR ACTUAL INJURY, INCLUDING DEATH OR DAMAGE TO PERSONS OR PROPERTY. USER SHALL INDEMNIFY THE COUNTY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY INJURY, CLAIMS, OR PROPERTY DAMAGE OR LOSS SUFFERED BY ANY PARTY, PERSON, OR ENTITY AND ANY CLAIM, LAWSUIT, LEGAL ACTION, DAMAGES, AWARD AND/OR COST, INCLUDING ATTORNEYS' FEES, ARISING FROM USER'S USE AND/OR MAINTENANCE OR POSSESSION OF THE PREMISES AND ANY ACT OR OMISSION RELATED THERETO. IN NO EVENT SHALL COUNTY BE DEEMED TO HAVE WAIVED ANY IMMUNITY, DEFENSE OR LIABILITY CAP AVAILABLE TO IT BY LAW. THIS PROVISION SURVIVES TERMINATION OF THIS AGREEMENT.

Section 3.04 - Insurance. Any event with an anticipated attendance of more than 200 people is required to provide a Certificate of Insurance. Its sole cost and expense, procure and maintain through the duration of the Period of Occupancy, Commercial General Liability insurance against claims for personal injury or death and property damage occurring in or upon the Premises. Such insurance shall provide immediate protection to the limits of not less than \$1,000,000.00 per occurrence. The County shall be named as an additional insured

on User's policy. User shall deliver to the Coordinator a certificate with respect to such insurance no later than thirty (30) days prior to the commencement of the Period of Occupancy. For events requiring insurance, renters may use any provider of their choice; however, <https://gatherguard.com/> is one option that offers easy and affordable short term event insurance.

Section 3.05 ALCOHOL. Absolutely NO alcohol on County properties unless expressly authorized in writing and accompanied by required law enforcement security. Any violation of this policy, as determined by the Coordinator, will result in immediate termination of the Event and may result in loss of deposit, rent, fees, and/or current and future rental privileges

Section 3.06 – -ALCOHOL Events serving alcohol at Bull Sallas Park Show Barn, Arena, or Fair Association must use **Montgomery County Precinct 4 Constable's Office** for security. The number of officers required shall be determined by the Captain. All security arrangements must be confirmed with the Coordinator. Failure to secure and/or produce documentation of compliance with this provision shall result in automatic forfeiture of the reservation, any fees paid, and cancellation of this Agreement without further notice to User.

ARTICLE IV: COUNTY'S ADDITIONAL RIGHTS AND OBLIGATIONS

Section 4.01 - Right of Entry. The Coordinator shall have the absolute right at any time to enter any portion of the Premises or the Facility for any purpose whatsoever, and the Facility and the Premises shall always be under the charge and control of the Coordinator.

Section 4.02 - Rights to Remove Objectionable Persons. The County reserves the right to control all personnel and the right to eject any objectionable person or persons from the Premises and the Facility.

Section 4.03 - Property Left by User. The County reserves the right, after the expiration of the Period of Occupancy, to remove from the Premises all remaining property owned by User. The County shall not be liable to User on account of removing, storing, or permanently disposing of User's property. Montgomery County is not responsible for any property left behind after the expiration of such occupancy period.

ARTICLE V: MISCELLANEOUS

Section 5.01 - Force Majeure and Similar Events. Force Majeure shall include, but not be limited to, acts of God, acts of the public enemy, war, riots, epidemics, fires, storms, floods, tornadoes, hurricanes, explosions, power outages, and any other inability of either party which is not within the control of the party claiming such inability. It is expressly understood and agreed that if the performance of the Agreement, or curing of a default, other than failure to maintain insurance, is delayed by reason of civil commotion, act of God, epidemic, hurricane, storm, governmental restriction, regulations or interferences, fire or other casualty, or any circumstances beyond the control of the Party obligated or permitted under the terms herein to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated or not, each such Party shall be excused from doing or performing the same during such period of delay. The County shall, at all times, reserve the right to immediately terminate the Agreement following written notice, for any or no reason, without incurrance of default or liability in any form. County's failure to make the Premises available, in whole or in part, and/or County's imposition at any time, to the extent allowed by law, of use restrictions on User in connection with public health and safety, including but not limited to ingress and/or egress requirements pertaining to the Premises during the term, whether or not such restrictions are expressly stated herein, shall not be deemed a breach or default under this Agreement.

Section 5.02 - Cancellation by User. In the event User elects to cancel the reservation, written notice of cancellation must be submitted to the Coordinator. If written notice is received fourteen days or more prior to the start of the Period of Occupancy, User shall receive a full refund of all amounts paid and will be refunded by Montgomery County by check made payable to the User only and mailed to the address on this agreement. If the Coordinator is able to rebook the same location, date, and time with another party, User may be eligible for a full or partial refund, at the sole discretion of the Coordinator.

Section 5.03 - Termination by the County. The County may terminate this Agreement upon default of the User. Default of User shall occur if User fails to perform or observe any of the terms and conditions of this Agreement. The Coordinator reserves the right to transfer rooms or facilities due to emergencies, elections, or any other circumstances deemed necessary.

Section 5.04 - Applicable Laws. User shall strictly comply with all applicable State, federal, and local laws, rules, ordinances, and regulations. This Agreement shall be construed in accordance with the laws of the State of Texas and is to be performed in Montgomery County, Texas. Venue for any litigation arising out of this Agreement shall lie in Montgomery County, Texas. User shall not discriminate against any person or persons for any reason, including but not limited to, race, color, religion, sex, or national origin, during its use of, or maintenance of, the Premises during the Period of Occupancy.

Section 5.05 - Entire Agreement. This instrument contains the entire agreement of the parties. No amendment, modification or alteration of the terms herein shall be binding unless the same is in writing, dated subsequent to the date herein and fully executed by both Parties hereto.

IN WITNESS WHEREOF, this Agreement has been executed by User on the _____ day of _____, **20**____, and has likewise been executed on behalf of the County by the Coordinator for Commissioner Precinct 4.

USER:	MONTGOMERY COUNTY, TX
_____	_____
Signature	Coordinator/Designee of Pct. 4
_____	_____
Printed Name	Printed Name