

Northwest Harris County Municipal Utility District No. 24
Administration/Activities Building
Usage Agreement

14446 Hollister Road
Houston, Texas 77066
832-302-9770

Resident Sponsor Name:		
Resident Sponsor Address:		
Resident Sponsor Phone Number:		
User Name:		
User Address:		
Home Phone:	Work Phone:	
Cell Phone:	Email Address:	
Usage Date:	Arrival Time:	Departure Time: (Must be before 2a.m.)
Description of Event:		Number of Attendees:
Usage Fee: See rate schedule at http://nwhcmud24.com/admin-building-rates * (max. two (2) times per year, then residents will be charged non-resident rates) See rate schedule at http://nwhcmud24.com/admin-building-rates * for non-residents/non-customers of the District *All fees are subject to change without notice.		
Security/Protection of Premises: Two (2) Peace Officers are required for all events where alcohol is served. The Peace Officers must be official-licensed Texas Peace Officers dressed in uniform during the event, & cannot be invited guests. The Peace Officers will be scheduled by the District. *Peace Officer Fees are included in all "Events with Alcohol" rates.		
Deposits: Security Deposit: \$200* (required for all events; <i>refundable</i> as outlined in this Agreement) Additional Security Deposit: \$200.00* (for all events where alcohol is served; <i>refundable</i> as outlined in this Agreement) Additional Cleaning Deposit: \$200.00* (for all events where onsite cooking occurs; <i>refundable</i> as outlined in this Agreement) *All deposits are subject to change without notice.		
AV/Equipment Use Fee: \$100* (required for all events where AV; <i>non-refundable</i>) AV/Equipment Deposit: \$100* (<i>refundable</i> as outlined in this Agreement) *All amounts are subject to change without notice.		

1. USAGE

Northwest Harris County Municipal Utility District No. 24 (the "District") agrees to allow the person listed above (the "User") to use the District's facilities located at 14446 Hollister Road, Houston, Texas 77066, together with the fixtures and contents therein, kitchen, sidewalks and parking lots (the "Premises") on the date and in the times listed above ("Access Period") for the purpose described above. The District's office on the Premises is not part of the rental area. The District's Board of Directors meeting room on the Premises is not part of the rental area unless otherwise specified in writing in this Agreement. When all fees (including Usage Fees, Peace Officer Fees, and Deposits) are paid as outlined in this Agreement, the reservation for an event will be confirmed.

2. USAGE FEE, PEACE OFFICER FEE, AND OTHER FEES

User agrees to pay the District a non-refundable Usage Fee, Peace Officer Fee (as applicable), and any other applicable fee(s) as listed above for the Access Period specified. The Usage Fee will be charged at the lower resident/customer rate for residents and customers of the District ("Resident Usage Fee") a maximum of two (2) times during a calendar year, unless otherwise approved in writing by the District. The appropriate District-assigned event attendant is responsible for coordinating building issues only, such as: accessibility, building electronics, temperature regulation, opening/locking doors for events, and inspecting that the rented space is returned to an orderly manner. The District-assigned event attendant is required for the entire duration of the event and will have the authority suspend usage of the Facilities. Any Peace Officer assigned to an event is required for the entire duration of the event and will also have the authority to suspend usage of the Facilities.

*All Usage Fees, Peace Officer Fees, and other fees must be paid with **check or money order payable to Northwest Harris County Municipal Utility District No. 24** (cash not accepted), and must be received by the District at 14446 Hollister Road, Houston, Texas 77066 at least fourteen (14) days before the date of the event. The User agrees that a \$30.00 charge will be added to monies owed to the District for any returned or invalid checks.*

3. SECURITY/CLEANING/AV DEPOSITS

User agrees to pay the District a refundable Security/Cleaning/AV Deposit as applicable as listed above. The District will cash the Security/Cleaning Deposit. *The Security/Cleaning/AV Deposit must be paid with separate check or money order from all other fees so that the appropriate refund(s) may be given to Users after the end of their functions. The Security/Cleaning Deposit **check or money order should be made payable to Northwest Harris County Municipal Utility District No. 24** (cash not accepted), and must be received by the District concurrently with submission of this Agreement. The Security/Cleaning Deposit will be forfeited if the facility is damaged, additional cleaning is needed, or the event goes over the scheduled time. The User agrees that a \$30.00 charge will be added to monies owed to the District for any returned or invalid checks.*

User authorizes the District to apply the Security/Cleaning/AV Deposit to charges and any other expenses or charges stipulated herein to be the responsibility of the User. A designated District representative will inspect the Premises after the Access Period to determine if the Security/Cleaning/AV Deposit will be returned or applied in its entirety to cover necessary repairs, cleaning, or other appropriate charges.

4. ACCESS PERIOD

The Access Period includes the amount of time specified on page 1 of this Agreement; provided, however, that a reasonable amount of time for set-up and clean-up will be allocated in the discretion of the District-assigned event attendant on duty (maximum of 1 hour). The doors will be unlocked at the Arrival Time and locked at the Departure Time, subject to the Attendant's discretion regarding set-up/clean-up times. The Premises must be cleaned and vacated by the Departure Time or the entire Security Deposit will be forfeited.

5. INSPECTION PRIOR TO AND AFTER USE

Both the User and the District-assigned event attendant will inspect the Premises at the beginning of and at end of the Access Period indicated in this Agreement. Both parties will note damages and the condition of the Premises using a provided "Inspection Checklist". The User hereby certifies to the District that the User has inspected the Premises, and it is expressly agreed that the Premises are accepted by the User in its "AS-IS", "WHERE-IS" condition, "WITH ALL FAULTS"; ABSOLUTELY NO REPRESENTATIONS OR WARRANTIES REGARDING THE PREMISES, EXPRESS OR IMPLIED, ARE GIVEN BY THE DISTRICT, AND THE USER WAIVES AND DISCLAIMS ALL OF THE SAME (INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF SUITABILITY, HABITABILITY, MARKETABILITY OR FITNESS FOR A PARTICULAR PURPOSE).

6. USE RESTRICTIONS

- a) User making this reservation must be an Ashcreek resident and/or Northwest Harris County Municipal Utility District No. 24 customer in good standing the District, including current/up-to-date utility and tax account(s), and must provide proof of residency or customer status (unless otherwise noted above and additional non-resident/customer fees are paid as outlined in this Agreement).
- b) User must be at least twenty-one (21) years of age and present a photo identification as proof of age and residency /customer status.
- c) User must remain on the Premises at all times during the function.
- d) User agrees to take full responsibility and be liable for all actions of self and guests including any damage caused to District property during the function.
- e) **By signing this Agreement, User understands and agrees that no person will be allowed to possess any firearms, or other weapons, while in attendance at any event held on the Premises pursuant to this Agreement.**
- f) The maximum number of guests permitted during use is 196.
- g) User agrees that nothing shall be attached or suspended from any part of the walls, ceilings, wooden beams, or furniture (including tape, staples or any other item).
- h) User will not use "Silly String" or other oil-based products in the Premises.
- i) User agrees to completely remove all decorations, including but not limited to, glitter, confetti, balloons, and streamers from the Premises.
- j) User agrees to remove all trash from the Premises at the completion of the function.
- k) Plants, furniture and other "permanent" decorations may not be moved or used outside of rental rooms, hallways or patio.
- l) Smoking is prohibited at all times in all areas of the Premises.
- m) Pets are prohibited at all times in all interior areas of the Premises.
- n) Alcoholic beverages are prohibited in all interior and exterior areas of Premises at all times (unless otherwise noted above and additional security fees are paid as outlined in this Agreement).
- o) User agrees to pay for any and all unauthorized use of the telephone during the Access Period.
- p) User agrees that no fees, admissions or cover charges of any nature shall be charged or collected from his/her attendees as a pre-requisite or condition of entering the Premises.
- q) User agrees to comply with all municipal, state and federal laws, statutes, ordinances, rules and regulations; all rules and regulations of the District; and all orders of the health department or other authorities affecting the use of the Premises.
- r) User agrees not to have on the Premises any articles or things of dangerous, flammable (*Sterno may be used*), or explosive character that might increase the chance of eruption of fire on the Premises, or that ordinarily would be considered "hazardous" or "extra hazardous" by any responsible insurance company. User agrees not to have on the Premises any firearms of any type, except where the person carrying such firearm is a certified Peach Officer.

- s) Food must be cooked/prepared offsite (no cooking in either the indoor or outdoor kitchen is permitted); provided, however, that personal/commercial barbecue grills and/or fryers may be brought onsite and used in the designated outdoor area of the Premises if the User submits the required Additional Cleaning Deposit and agrees to clean/maintain the Premises in accordance with all other conditions required by this Agreement.
- t) If the refrigerator is used, User agrees to remove all food and drink items, clean any spills, etc. before leaving the Premises.
- u) No real or artificial smoke, fog or other similar substances or devices may be used on the Premises.
- v) User acknowledges that he/she has received a copy of this Agreement.
- w) Tables and chairs will be available for use. The User agrees to set up and take down tables and chairs and return them to the setting in which they were found at the end of the event.
- x) The District agrees to provide use of the Premises for the specified period as long as the User is in compliance with the rules governing the use of the Premises.

7. INDEMNIFICATION

USER ASSUMES ALL RISK OF ALL LOSS OR DAMAGE TO ANY MATERIALS, EQUIPMENT, OR OTHER PROPERTY OF USER OR THE DISTRICT AND THE DISTRICT SHALL HAVE NO OBLIGATION, RESPONSIBILITY, OR LIABILITY WITH RESPECT THERETO.

THE DISTRICT AND THE USER AGREE THAT THE DISTRICT WILL NOT BE LIABLE TO USER OR ANY OTHER PARTY FOR ANY INJURY TO ANY PERSON USING, OR DAMAGE TO ANY PROPERTY BEING USED AT, THE PREMISES. USER SHALL DEFEND, INDEMNIFY AND HOLD HARM LESS THE DISTRICT, THE BOARD OF DIRECTORS OF THE DISTRICT, AND THEIR AGENTS, REPRESENTATIVES, OFFICERS, DIRECTORS, MEMBERS, AND CONTRACTORS FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, AUDITS, DAMAGES, DEMANDS, LOSSES, COSTS, EXPENSES, AND DISBURSEMENTS, INCLUDING COURT COSTS AND ATTORNEY FEES, RESULTING FROM ANY INJURIES TO OR DEATH OF ANY PERSON OR DAMAGE TO ANY PROPERTY (INCLUDING, WITHOUT LIMITATION, DAMAGE TO THE PREMISES BY USER OR ANY OTHER REAL OR PERSONAL PROPERTY OWNED BY THE DISTRICT, THE USER, OR WITHIN THE ASHCREEK SUBDIVISION) ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THE RENTAL OR USE OF THE PREMISES BY USER, THE FAILURE OF USER TO PERFORM ANY OF ITS OBLIGATIONS HEREUNDER, OR THE NEGLIGENCE OR WILLFUL ACTIONS OF THE USER AND THE USER'S GUESTS, INVITEES, OR OTHERS AT THE PREMISES OR THE ASHCREEK SUBDIVISION IN CONNECTION WITH USER'S RENTAL OF THE PREMISES, EVEN IF CAUSED OR ALLEGED TO BE CAUSED BY THE SOLE, JOINT, COMPARATIVE, OR CONCURRENT NEGLIGENCE OR BY FAULT OF THE DISTRICT, AND EVEN IF ANY SUCH CLAIM, CAUSE OF ACTION OR SUIT IS BASED UPON OR ALLEGED TO BE BASED UPON STRICT LIABILITY OF THE DISTRICT. THIS INDEMNITY AND RELEASE PROVISION IS INTENDED TO INDEMNIFY AND RELEASE THE DISTRICT AGAINST THE CONSEQUENCES OF ITS OWN NEGLIGENCE OR FAULT AS PROVIDED ABOVE WHEN THE DISTRICT IS SOLELY, JOINTLY, COMPARATIVELY, OR CONCURRENTLY NEGLIGENT, AT FAULT, OR OTHERWISE STRICTLY LIABLE. TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY STATUTORY OR COMMON LAW REMEDIES, WHICH ARE INCONSISTENT WITH THE PROVISION OF THE FOREGOING INDEMNITY AND WAIVER ARE WAIVED BY USER. THIS INDEMNITY AND RELEASE PROVISION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THE AGREEMENT.

THE DISTRICT AGREES TO USE ITS BEST EFFORTS TO MAKE THE PREMISES AVAILABLE DURING THE ACCESS PERIOD. THE USER AGREES THAT THE DISTRICT SHALL NOT BE LIABLE FOR DAMAGES BY REASON OF NON-AVAILABILITY OF THE PREMISES CAUSED BY EVENTS OUTSIDE OF THE DISTRICT'S CONTROL OR IN THE EVENT THIS AGREEMENT IS CANCELED OR TERMINATED BY THE DISTRICT FOR CAUSE.

8. CLEANING

User agrees to leave the Premises in a clean and orderly condition at the expiration of the Access Period. All trash must be collected and removed from the Premises. All food and drink items must be collected and removed from the refrigerator and the Premises. If the Premises (during inspection) is found damaged, unclean, or not returned to the condition it was in before the private use, it may result in a forfeiture of the Security/Cleaning/AV Deposit(s).

9. DAMAGE

User agrees to be responsible and liable for any and all damages to the Premises or additional cleaning needed that is found immediately after the Access Period. *The liability of the User is not limited by the amount of the Security/Cleaning/AV Deposit(s) provided.*

10. UNPAID COSTS AND CHARGES

User will be invoiced for any additional costs or charges in excess of the Security/Cleaning/AV Deposit(s). User agrees to pay said invoice within ten (10) days from receipt of the invoice. If payment is not received within this time, the District may proceed with legal action to collect payment and User agrees to bear the cost of such action, including but not limited to, reasonable attorney fees and court costs.

11. CANCELLATION

If User cancels more than five (5) days after submitting this Agreement to the District, one half (1/2) of the Security

Deposit will be retained by the District; if User cancels more than ten (10) days after submitting this Agreement to the District, the full (100%) of the Security Deposit will be retained by the District (up to \$200 dollars). The District reserves the right to cancel or terminate this Agreement at any time for violations of the covenants, conditions, or rules contained herein, or that may be promulgated by the District from time to time, or for any other reason deemed necessary in the District's sole discretion. No verbal cancellations are permitted; all cancellations must be in writing.

12. PROTECTION OF PREMISES

Two (2) licensed Texas Peace Officers are required for the entire duration of all events where alcohol is served. The Peace Officers must be dressed in uniform and cannot be invited guests. The District will coordinate scheduling and assignment of the Peace Officers.

The District also reserves the right to require the User, when deemed necessary, to provide at the User's sole expense, property and/or liability insurance coverage with a minimum of up to one million dollars (\$1,000,000) and showing the District as an additional named insured, or other measures to protect the Premises and the District.

13. EFFECT OF NON-COMPLIANCE

Failure to comply with the terms of this Agreement and any rules and regulations of the Facilities may result in suspension of your right to use the Facilities. You have a right to a hearing in front of the Board of Directors in the event of a suspension. If you desire a hearing, written notice of your request must be submitted to the District. Upon receipt of your written request, you will be furnished with notice of the date, time and place of the hearing.

14. USE OF IMAGES

By signing this Agreement, User and all guests/attendees of User's event grant the District permission to use his/her image, likeness or photograph in any and all publications and materials of the District without payment or consideration made by the District. User acknowledges that all such images become the property of the District and will not be returned. User authorizes the District to use, edit, copy, publish, or exhibit any image for any lawful purpose. User waives the right to review any image or to obtain royalties from the image. User is responsible for notifying guests/attendees of User's event of this policy, and all such guests/attendees are subject to the same acknowledgements and agreements regarding the District's use of images as outlined above. However, User may notify the District in writing prior to the Arrival Time of the event that User prefers not to have images taken or used by the District.

15. PAYMENT

Before an event, at the discretion of the District's General Manager, payments can be required/accepted by the General Manager only in the form of a money order or cashier's check.

16. MISCELLANEOUS

This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the parties to this Agreement are performable in Harris County, Texas. In the event the District is compelled to retain the services of an attorney to enforce any of the provisions of or collect any sums due under this Agreement, the District shall be entitled to recover such attorney's fees from the User. This Agreement shall not be assigned by the User for any reason and any such assignment is void and of no legal effect. The rights and obligations of the Agreement shall survive the termination of the Access Period and this Agreement. Any notice, tender or delivery to be given by either party to the other under this Agreement shall be sufficient if in writing and sent via hand delivery or by registered or certified mail, postage paid, return receipt requested, and shall be deemed received the earlier of actual receipt, or deposit in the United States mail.

If to the User, notices shall be sent to the User's address listed above, and if to the District, notices shall be sent to **c/o Roach & Mitchell, PLLC, 2800 Post Oak Boulevard, Suite 4100, Houston, Texas 77056**. This Agreement is binding upon the User and the User's heirs, executors, administrators, legal representatives, successors, and assigns (when assignment has been permitted by the District). If any one or more of the provisions of the Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, the invalidity, illegality or unenforceability of any one provision does not affect any other provision of this Agreement, and this Agreement shall be construed as if such illegal, or unenforceable provision was never in the Agreement. This Agreement is the only agreement between the parties and supersedes any prior written or oral understanding between the parties about rental of the Premises. All of the rights, duties and obligations of the parties are completely and fully set forth in this Agreement.

This Agreement, all required fees, and related items required under this Agreement must be submitted to the District at the Administration/Activities Building at 14446 Hollister Road, Houston, Texas 77066, or as otherwise directed by the District's General Manager. For questions about this Agreement and/or to otherwise coordinate usage of the Facilities, **please contact the District's General Manager at 832-302-9770.**

Northwest Harris County Municipal Utility District No. 24

User

Printed Name

Printed Name

Authorized Signature

Authorized Signature

Please Do Not Write Below This Line

	Amount Due	Due Date	Amount Received	Date Received	Check or M.O. No.	Other Notes / Comments
						User ID#:
						Event Attendant Assigned:
Usage Fee						Officer Assigned:
Security Deposit						Deposit Return Date:
Add'l Cleaning Deposit						Deposit Return Date:
AV/Equip. Deposit/Fee						Deposit Return Date: