

Mayde Creek Community Center FACILITY USE AGREEMENT

Contract #	Event Date:
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1. Policy Statement

- a. The purpose of the Facility Use Agreement is to ensure that facilities of Mayde Creek Community Center (the "Facilities") are utilized for meetings and activities which are recreational, social educational, or civic in nature, offering services of interest and need to the public. Interpretation of any facility policy shall be made by either the Mayde Creek Municipal Utility District (the "District") Board of Directors (the "Board") or its Designated Representative.
- b. The use of District facilities requires a Contract, Indemnification Agreement, and Facility Use Agreement (the "Agreement"). Contracts and Facility Use Agreements are issued in accordance with the policies outlined below, as established by the District's Board of Directors.
- c. This Agreement, which authorized the rental of the Facilities, may be revoked for violation of these policies.

2. Reservations

- a. Contract changes must be requested, by contacting the Building Manager, at least ten working days prior to the event date.
- b. The renter must have their Facility Reservation Worksheet and Agreement with them at the Facility during the renter's use of the Facilities.
- c. Rental time includes two free hours immediately before the Facility Use time for decorating and one hour immediately after the Facility Use time for cleanup. In no event will the Facility remain open for a scheduled event or cleanup time past 1:00 a.m. When actual use of the Facility exceeds the permitted time, the renter shall be charged additional rental time at the same hourly rate as stated in this Agreement. These fees will be deducted from the Deposit, and/or billed to the renter if the security deposit had been exhausted.

3. Fee, Deposits, Security Deposits, and Refunds (refer to schedule for applicable fees and deposits)

- a. All payments must be made with certified funds only.
- b. Fifty percent (50%) of the rental fee must be paid when a reservation is made more than 30 days in advance of the scheduled event date in order for it to be considered "reserved". Balance is due 30 days prior to the scheduled facility use.

4. Cancellations

- a. If the reservation is cancelled for any reason, the District will retain 100% of the security deposit.

5. The Facilities

- a. It shall be the responsibility of the organization or individual making the reservation to see that only authorized portions of the Facility be used as specified on the Facility Reservation Form and that the facility is vacated as scheduled.
- b. The Facilities and equipment shall be left in the same condition as existed prior to the event.
- c. If a delivery is made, the District and/or its representatives are not responsible for delivered items.
- d. No glitter, rice, confetti, or similar materials may be used in or around the Facilities.
- e. Decorations may not be affixed or hung to ceiling, window coverings, brick, wood, painted surfaces. Decorations can be affixed to windows using scotch tape.
- f. Fog machines or open flames, including candles, are not permitted in the Facilities.
- g. Red wine and red punch is discouraged and may cause the renter to incur a loss of the Deposit if stains occur from such use.
- h. The Facilities are non-smoking and smoking is prohibited within 20 feet from any door or entrance to the Facilities.
- i. No animals (except for service dogs) are allowed inside the Facilities.
- j. If the Facilities fire alarm causes the Fire Authority to be summoned, and it is determined that the renter or his/her guests were the cause, the full cost associated with the Fire Authority's services will be deducted from the Deposit. If this cost exceeds the amount of the Deposit, the renter will be billed for the remaining cost of these services.
- k. The pond and water feature within the Facility's fenced patio is intended for the aesthetic enjoyment of the renter and his/her guests and is to be left as is. If the rocks and/or landscaping were altered during the event, the renter's Deposit will be reduced to the extent necessary to restore its appearance.
- l. The use of glass bottles of beer, soft drinks or other beverages is prohibited (An exception will be made for champagne, wine and/or liquor being poured from the bar or at the tables by designated servers). No glass containers are allowed outside of the banquet hall or on the patio.
- m. Tables, chairs, and/or other equipment/furnishings are not allowed on grass areas. Guests are encouraged not to walk on grass.

6. Supervision of Minors

- a. Minors are to be supervised by at least one (1) adult.
- b. Minors must remain in the rental facility room and shall not be allowed to roam unsupervised throughout the Facilities.
- c. Children are not allowed to play in the patio's water feature, nor to pick up the rocks or alter the Facilities' landscaping.

7. Insurance, Liability, Loss and Damages

- a. The District shall not be liable for any injury to persons or loss or damage of group or individual property that occurs during the use of District Facilities.

8. Available Equipment and Set Up

- a. Rental of facilities includes tables and chairs. The cleaning service will take down tables and chairs and return them to the storage room. The renter will arrange the tables and chairs to their own preference.
- b. Linens or table coverings are not required when renting the building; that is at the discretion of the renter.
- c. The District Building Manager is not permitted to move any equipment/furnishings supplied or rented by the renter.
- d. Storage for outside rentals will not be permitted, due to limited space.
- e. Bounce houses/inflatable entertainment is NOT allowed on property.

9. Vehicle Parking

- a. Vehicle parking is allowed in marked or authorized parking areas only and guests may not drive onto any park, medians, or grass areas.
- b. Vehicles may be parked for the unloading and loading of kitchen supplied in the parking spaces closest to the kitchen, when the Facilities kitchen is being used.

10. Use of Alcohol

The use of alcoholic beverages is by written permission only and must be requested at the time the Facilities use application is submitted.

- a. The District reserves the right to place restrictions on the use of alcoholic beverages in accordance with state law and these guidelines. The distribution or consumption of alcoholic beverages shall be in compliance with all applicable laws, including regulations of the Texas Alcoholic Beverage Control Commission (TABCC).
- b. Injuries caused to any person as a result of alcoholic beverages being served to or consumed by someone under the age of 21 while on the District's premises or as a result of alcohol being available on the District's premises, shall be the sole responsibility of the organization or individual renting the Facilities.
- c. Alcohol may only be served by an adult 21 years of age or older. If evidence is found that alcohol is served to a minor, the police officer will be notified, the event will be terminated and all fees and Deposit will be forfeited.
- d. If the Renter is serving alcohol, a police officer is required to be present. The Building Manager will determine the number of police officers required based on the guests attending. The Renter is responsible for the cost of the police officer and the Building Manager will work to coordinate the scheduling and payment.

e. Last call will be announced thirty minutes prior to the end of the event.

f. **Alcohol may not be sold in any form or fashion at the Facilities.**

11. Food and Beverages

a. The cost of professional cleaning, if required, due to stains from food and beverages will be deducted first from the Security Deposit. Any costs that are not covered by the Security Deposit will be billed directly to the renter.

b. Tubs used to hold drinks must be kept in the kitchen or on a table with towels surrounding the tub to absorb condensation.

c. Food and/or beverages are not allowed in the lobby areas or bathrooms.

12. Facility Clean Up Procedures

a. The Rental Fee includes a cleanup fee. All trash and other debris must be properly contained or otherwise removed. The Security Deposit will be drawn upon to pay for the cost of additional cleaning or the repair of the Facilities. This clean up fee includes the cost for routine cleanup of the Facilities, but does not include damage done to the Building, excessive mess or cleanup of the Building, garbage left outside or damage to the outside of the building. If excessive clean-up is needed, the Building Manager will note this on the Checklist. If there are excessive clean-up costs or repair of damage to the building, it will first be deducted from the Deposit and any excess over the Deposit will be billed directly to the renter.

b. Renter must remove all food and beverage items from the building. Any food, beverages or any other items left in the Facilities will be immediately disposed of.

c. **Renter understands and acknowledges that the cleaning fee you agreed on for renting the Facility, does not include complete clean up from the Renter. Renter agrees the kitchen and the Facility must be left in perfect clean condition as determined solely by the Building Manager. If the kitchen and/or Facility are not left in a perfect clean condition, this can result in a deduction of any amount as determined by the District and/or the District's Representative.**

d. Items cannot be left in the Facilities at the conclusion of the event and must be removed prior to vacating the Facilities.

e. Renter must limit the number of guests to the number specified on this Agreement under estimated attendance, and in no event may exceed the building capacity as determined by the Fire Marshal. The number of guests includes band members, caterer and guests. Attendance numbers larger than that stated on this Agreement may result in the event being terminated early and/or a reduction in the renter's deposit due to the under estimated number of guests. Prior to terminating an event for this reason, the District or its representative will bring this issue to the attention of the renter or the renter's representative to provide renter with the opportunity to remedy the situation.

f. The lobby may only be used for check-in tables at the beginning of the event and for no other purposes.

g. **In no event will the Facility remain open for a scheduled event for renter exit or any other reason past 1:00 a.m.**

I have read this document in its entirety and understand that non-compliance may result in the cancellation of this reservation and/or non-return of deposit fees.

Signature of Renter

Date

Building Manager Signature

Date

MAYDE CREEK COMMUNITY CENTER
Location: 19600 Misty Cove, Katy, Texas
Mailing Address: P.O. Box 5912, Katy, Texas 77491

RATE SCHEDULE

Rates include setup and cleaning for the minimum rental time

Room	Rate	Rental Deposit
Large Banquet Room	\$899.00 for the 1 st six (6) hours \$149.00 per hour for each hour after the 1 st six hours	\$700.00
Small Conference Room	\$250.00 for the 1 st four (4) hours \$75.00 per hour for each hour after the 1 st four hours	\$200.00
Upstairs Conference Room	\$500.00 for the 1 st four (4) hours \$100.00 per hour for each hour after the 1 st four hours	\$500.00

Use of Community Center Indemnification

**Mayde Creek Community Center
19600 Misty Cove, Katy, TX**

Mailing Address: P.O. Box 5912, Katy, Texas 77491

I, _____, hereby certify that I am authorized to sign contracts on my own behalf or that of the organization listed herein which I represent. I further certify that I have read and understand the rules, agreements, conditions, and terms of the Mayde Creek Community Center Application for use of the facilities. In consideration for me or my organization's use of the of the facilities and/or property owned or operated by Mayde Creek Municipal Utility District (the "District") as listed below, I, the undersigned, hereby agree on behalf of myself and/or my organization, if any, as follows:

1. This reservation contract is issued in accordance with the policies outlined in the Facility Use Agreement, as established by the District, I understand that ALL reservation forms MUST BE SIGNED before consideration of use approval, that SUBMISSION OF A RESERVATION REQUEST DOES NOT CONSTITUTE APPROVAL and that a copy of my application will be returned to me after approval or denial.
2. I hereby agree that I, my heirs, executors, and assigns, the organization's members and guests and their heirs, executors and assigns will not make claim against, sue, attach the property of, or prosecute the District or its employees, officers, officials, volunteers, agents, and contractors for emotional distress, bodily injury, or death to myself or the organization's members or guests or property damage arising out of any actions, including negligent acts, by any employees, officers, officials, volunteers, agents, and contractors in connection with my participation in this activity.
3. In addition, I hereby release and discharge the District and its employees, officers, officials, volunteers, boards, departments, agents, and contractors from all actions, claims or demands I, my heirs, distributes, guardians, legal representatives, or assigns may now have, or may hereafter have, for emotional distress, bodily injury, or death to myself or property damage resulting from my participation in the activities conducted pursuant to this proposed use of the facility.
4. In the event of a facility cancellation by the group/person, a charge will be deducted from fees and/or deposit monies collected, as outlined in the Facility Use Agreement.
5. I have been given a complete copy of the Facility Use Agreement policy. I expressly acknowledge the District's policies and requirements with regards to the serving of alcohol, and further acknowledge that **NO SMOKING** is permitted within the facility or within twenty feet of any facility entrance.
6. I **ALLOW** or **DISALLOW** (please circle one) photos of the event, including all guests, to be taken and used for future marketing events of the facility.

I CERTIFY THAT I HAVE RECEIVED, READ AND UNDERSTAND THIS DOCUMENT, THE FACILITY USE AGREEMENT AND ALL OTHER DOCUMENTS GIVEN TO ME BY THE DISTRICT IN CONNECTION WITH MY APPLICATION TO USE THE FACILITY. I, THE UNDERSIGNED, ON BEHALF OF THE BELOW-LISTED ORGANIZATION (IF APPLICABLE) DO HEREBY AGREE THAT MY GUESTS AND I WILL ABIDE BY THE POLICIES GOVERNING THE USE OF THIS FACILITY AND WILL BE RESPONSIBLE FOR ANY DAMAGES TO THE FACILITY, FURNITURE, OR EQUIPMENT CAUSE BY OUR OCCUPANCY OF THE PREMISES.

NAME (Please Print): _____

RENTER'S SIGNATURE: _____ DATE: _____

Organization: _____

Day Phone Number: _____ Night/Cell Phone Number: _____

Email: _____

Mayde Creek Community Center Photo and Social Media Consent Form

Name: _____

Date of event: _____

I hereby consent to release for possible publication my name and/or photos or images taken by any authorized Mayde Creek Municipal Utility District employee, consultant, any media representative, or any paid photographer or videographer who is located in the Mayde Creek MUD facility. I further consent that the photos and or videos of my event, including all of my guests who may attend, may also be released for possible publication. These photos and/or video may be used for any publicity purposes, which includes but is not limited to, television, newspaper, magazine articles, brochures, marketing or advertising material, social media sites (MySpace, Facebook, Twitter, Instagram, etc.) and/or any Mayde Creek MUD publications (newsletters, flyers, brochures, World Wide Web Page, etc.). I also agree to allow the publication or broadcast of my name in connection with any photos and/or video images taken, and I understand that I will not receive numeration or any form of payment for my voluntary participation or future use of any photo(s) and/or images of me, my guests, or my event. I further understand that photos and/or videos for the media and/or the World Wide Web may be used in publications and/or Websites outside of Mayde Creek MUD's control.

I hereby release you, your representatives, employees, managers, directors, consultants, and all contractors from all claims and demands arising out of or in connection with any photos, videos or stories placed on any of the above-referenced categories. This includes, but is not limited to, all claims for invasion of privacy, infringement of my right of publicity, defamation and any other personal and/or property rights.

I further understand that I may revoke this authorization at any time by notifying the person or providing this request in writing to the Mayde Creek MUD. However, the revocation will not be valid if Mayde Creek MUD has taken action in reliance on this authorization and it will cost Mayde Creek MUD financially to revoke this authorization. For more information on expiring of this consent, please contact the Mayde Creek MUD attorney: Angela Lutz at 713-860-6470 or alutz@abhr.com.

Name: _____

Address: _____

City, State, Zip: _____

Phone/email: _____

Signature: _____