

HARRIS COUNTY MUNICIPAL UTILITY DISTRICT 284
ADMINISTRATION BUILDING AND GROUNDS RENTAL POLICIES AND PROCEDURES

The Board of Directors of Harris County Municipal Utility District 284 (the “District”) has adopted the following Rental Policies and Procedures (the “Contract”) to allow use of the Administration Building, including use of the immediately surrounding land owned by the District, but not including the use of the Boardroom (collectively, the “Facilities”), by the residents of the District and non-residents of the surrounding community, so that space not in use by the District can continue to serve a public purpose and benefit to the residents and taxpayers of the District and non-residents in the surrounding community.

The use of the Facilities requires **ALL** places are initialed and signed in the Contract, Rental Application Form and Indemnification Agreement. The Contract and Application Forms are issued in accordance with the policies outlined below, as established by the District’s Board of Directors. The Contract and Exhibits “B” and “C” (the “Rental Application”), which authorizes the rental of the Facilities, may be revoked for violation of these policies. Permission to use the Facilities is granted subject to the observance of these regulations by the renter and anyone else using the Facilities in connection with the renter. Usage permission may be revoked for violation of these regulations either during the use of the Facilities or any portion thereof, or prior to the use of the Facilities, or after the use of the Facilities. Violation of these regulations could result in forfeiture of Deposit.

1. **Permitted Renters:** Residents of the District who are in good standing with the District and qualified non-residents may reserve the Administration Building. Good standing means that the resident is not delinquent on District property taxes and/or monthly water bills. “Qualified” non-residents are those pre-approved by the Board. Individuals renting on behalf of groups or organizations that are controversial in nature, or may cause unrest in the surrounding community, will not be approved. “Money making/business” events are prohibited!
2. **Reservations:** Requests for reservations may be made by filling out the online application or by calling the designated District representative Park Rangers LLC dba PRMI at Telephone: 281-257-3375 at least fourteen (14) calendar days before the date desired for rental. Reservations will be made on a first-come, first-served basis. **No reservation will be held until the required deposit is made** online or in person by cashier’s check or money order and there is a completed, signed/initialed Contract and Rental Application. Reservations shall not imply or constitute proprietary rights or benefits to any renter. No reservations more than one (1) year in advance will be accepted.
3. **Rental Application:** A completed and initialed/signed Contract, Rental Application and the appropriate security deposit are required to secure a reservation. The Contract/Rental Application must be signed by an individual over eighteen (18) years of age who agrees to be ultimately responsible for the proper use of the facilities used and to be present at all times during the use of the facilities.
4. **Reservation Changes/Cancellations:** In the event an applicant desires to change or cancel a reservation, the applicant shall provide notice to the designated District representative Park Rangers LLC dba PRMI at Telephone: 281-257-3375. Requests for changes shall be made if space is available. Fees for changes and cancellations shall be applied as set forth on **Exhibit “A”** attached hereto, and the District shall refund any security deposit paid by the applicant within fifteen (15) calendar days after receipt of written notice of cancellation. All cancellations must be made prior to 5:00 p.m. the day before the event, otherwise the rental fee may be subject to forfeiture.

If the Rentee is forced to cancel an event due to Force Majeure, technical or otherwise, unforeseen mechanical or reasons unresolvable for a scheduled party, the renters deposit and fees will be refunded.

5. **Hours:** Regular rental hours will fall within the following hours:

Sunday – Thursday 9:00 a.m. to 10:00 p.m.

Friday – Saturday 9:00 a.m. to 12:00 a.m.

Only 1 (one) event per day will be scheduled. Any exceptions shall be requested in writing and must be approved by a designated representative of the Board of Directors per event.

6. **Subletting:** Subletting is strictly prohibited. The user (applicant) shall not under any circumstances allow any group or individual other than those listed on the application to use the facilities during the user's term or occupancy. Violation of this requirement will result in forfeiture of the security deposit.
7. **Maximum Occupancy:** The number of people allowed to occupy the Administration Building at any given time shall not exceed one hundred fifty (150).
8. **Board Room Use:** The District's boardroom and boardroom chairs are not to be used by anyone other than the District's employees, consultants or Board of Directors, except by written special request and approval by a designated representative of the Board of Directors.
9. **Kitchen Use:** Use of the kitchen of the Administration Building is not allowed by any person younger than fifteen (15) years of age, and any person fifteen (15) years or age is permitted only when supervised by an accompanying adult.
10. **Children:** Private functions conducted primarily for children must have parental/adult supervision. The rule applies for children under the age of eighteen (18). In accordance with the Texas Department of Health rules, there must be one adult for every ten (10) children. Children shall not be allowed to roam unsupervised throughout the Facilities, including the surrounding grounds, nor to alter any landscaping throughout the Facilities/grounds.
11. **Condition of Facilities:** All users are responsible for returning the facilities in total, including restrooms, kitchen, banquet room, patio and parking lot to the same condition they were in prior to the user's occupancy and use. All users are responsible for the conduct of themselves and their guests at all times. Any costs incurred by the District to clean or repair the facilities to the District's satisfaction, as determined in the District's sole discretion, will be deducted from the deposit. Damages exceeding the amount of the security deposit will be billed directly to the applicant who rented the building. Any amounts remaining unpaid by the user may result in termination of District services and a lien against the user's property in accordance with Section XVIII of the District's Rate Order as may be amended from time to time. _____ (Initials)
12. **Facilities Clean Up Fee and Procedures:** A fully stocked janitors' closet is located near the restrooms and is accessible during your event. Garbage and/or debris must be bagged and disposed of in the onsite dumpster provided in the parking area. **ALL** trash containers are to be relined. Recycling items are to be placed in the appropriate recycling bin if available. If excessive or extra clean-up is needed it will be deducted from your deposit, the Building Manager will note this on the Cleanup Checklist (attached hereto as "**Exhibit D**")
13. **Decoration and Catering Equipment:** **ALL** decorations and catering equipment must be removed and taken away and all trash must be placed in the trash receptacles. The kitchen equipment is available for use during the rental and must be cleaned by the renter. Renter must remove all food and beverage items from the building. Any food, beverage or any other items left in the building will be immediately disposed of.

14. **Open Flames:** Fog machines or open flames of any kind, including candles and fireworks, are not permitted at any Facilities.
15. **Outdoor Cooking:** Outdoor cooking of any kind is only permitted when pre-authorized by a designated representative of the Board of Directors per event. At no time shall any propane or other fuel driven appliance be used inside the building.

ALL grills, Blackstone, etc. must be a **minimum** of 50' from the building and in the parking lot area. They may **NOT** block handicap parking or the fire lane. They may not be immediately outside doors or under the cover of the overhang. All debris must be cleaned up. **NO** debris, grease, trash, or food matter may be dumped down the sewer drains or manholes. Any coal **MUST** be disposed of properly and **NOT** put in the dumpster or trash cans. There is a coal bin located at the pavilion if the park is open. If the park is closed, you must make arrangements to remove the coals from the site entirely. If stains are left a cleaning fee will be deducted from the security deposit.

In accordance with Paragraph 31, Renters are financially responsible for any damage to property or loss of property, including District property, as a result of improper disposal of debris, grease, trash, food matter or coals.

16. **Food Trucks:** Food trucks may be permitted by the discretion of a designated representative of the Board of Directors per event. You **MUST** make this request no less than 2 weeks prior to your event. The following procedures must be followed: Food Truck **MUST** provide its own power; they are not allowed to hook up to the building's electricity. Food Truck **MUST** park in a designated parking space that is not a Handicapped Reserved space or in the Fire Lane. The parking lot must be left clean; no oil or grease stains should remain. **ABSOLUTELY NO** grease or oil is to be poured or placed down the sewer system or manholes. If stains are left, a cleaning fee will be deducted from the renter's security deposit. Renter shall contact the precinct Fire Marshall for prior notification of the event.
17. **Smoking:** The Facilities are non-smoking (this includes vaping and Hookahs), and smoking is prohibited within thirty (30) feet of the front door of the Administration Building; however, smoking is permitted on the back porch of the building.
18. **Waterslides and Moonwalks:** Waterslides and similar water-related recreational devices, including but NOT limited to products, such as Slip N' Slide, Crocodile Mile and the like and moonwalks and any similar inflatable novelty recreational structure shall **NOT** be **ALLOWED**.
19. **Wine and Punch:** The use of red wine and red punch is discouraged as such use causes the renter to incur a loss of the security deposit if stains occur from such use.
20. **Glass Containers:** No glass containers are allowed outside of the Facilities, but they may be used on the back porch of the Administration Building.
21. **Animals:** Except for Service Animals, no animals (this includes therapy, comfort, emotional support animals) are permitted inside the Administration Building.
22. **Noise-Levels/Nuisance:** Users shall not use the facilities in such a manner as to disturb other users or residents in the vicinity of the facilities. After 9:00 p.m., events at the Administration Building must be confined to the interior area of the facility. The doors will remain closed, and noise must be held to a minimum to cause no nuisance to nearby residents.

23. **Firearms Prohibited:** Firearms of any type are prohibited inside any District building, including the related grounds thereof.
24. **Monthly Reservation Limit:** No household or organization may reserve the Administration Building more than once a month unless approved by the designated representative of the Board of Directors.
25. **Decorations:** Users agree and understand they may not affix anything (including but not limited to posters, signs, banners, pins, nails, staples, or tacks and the like) on the interior walls of the facility. No banners or signs may be placed on the exterior walls of the facility. **The use of confetti, rice and glitter is strictly prohibited.**
26. **No Unlawful Use:** The facility is not to be used for any purpose which violates any State law, local or county ordinance or regulation, or administrative rule.
27. **Fee Schedule:** The Facilities Fee Schedule, including appropriate security deposits, additional fees, established by the District is attached hereto as **Exhibit “A”**.
28. **Event Security:** The Facilities Fee Schedule shows the costs associated with security, if required or alcohol is served. The costs for state-licensed peace officers will be included on the rental invoice to be paid **2 WEEKS PRIOR TO** the event. Two officers at \$65 each/per hour are required for any event (minimum 4hrs) with **ANY** alcohol involved. For holidays or holiday eves, if allowed, the officer rate is subject to the agency approved upcharge. Security officers are required for any event alcohol is served and if not paid for 2 weeks prior to the event, the event will not be permitted and neither the deposit nor the rental fee will be returned.
29. **Alcoholic Beverages:** The use of alcoholic beverages is by written permission only and **must be requested at the time the Rental Application is submitted**. The District reserves the right to place restrictions on the use of alcoholic beverages in accordance with state law and these guidelines. “Alcohol use” means the presence of **ANY** beverage that contains any amount of alcohol. Open containers are not permitted to be carried out of the facilities. Two state licensed peace officers provided by the MUD will be present at every event involving alcohol at the renter’s expense.
- 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 property or as a result of alcohol being available on the district’s property shall be the sole responsibility of the organization or individual renting the facility.
30. **Indemnification:** As stated in the Indemnification Form (attached hereto as **Exhibit “C”**), 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 the Facilities or any portion thereof.
31. **Damage to and Loss of Property:** Renters who rent the facility are financially responsible for any damage to property or loss of property, including District property. A fee equal to the total replacement cost for damaged items belonging to the District and charges of District representatives for involvement in effecting repairs and restoration of what was damaged will be charged first against the renter’s security deposit. If such charges exceed the security deposit, the renter will be billed the remainder amount. In addition, the District shall have the right to cancel any additional existing reservations by the renter and to reject any further applications from the renter until all charges have been paid.
32. **Exceptions to Restrictions:** Any exceptions a renter desires to make to the rules and restrictions provided herein are subject to approval by a designated representative of the Board of Directors per event.

33. **Rules Subject to Change:** All rules, regulations, and restrictions set forth herein are subject to change by the Board of Directors.
34. **Audio/Visual System:** Use of the audio/visual system is available for use subject to prior request and review of operation.
35. **Climate Control:** Climate control of the rental space is available in 3 locations. 1 thermostat is in the lobby hallway next to the janitor's closet, 2 are in the main room and another is in the storage closet next to the kitchen.
36. **COVID-19 Provisions:** All users of the Facilities are solely responsible for adopting, promulgating, and enforcing all COVID-19 related federal, state, and local statutes, regulations, ordinances, orders, directives and guidance applicable to the use of the Facilities that are in effect at the time of the rental of the Facilities. In the event of any conflict between any provision contained elsewhere in these policies and procedures and this paragraph 35 shall be controlled in all respects by this paragraph 35.

EXHIBIT “A”
HARRIS COUNTY MUNICIPAL UTILITY DISTRICT 284
FACILITIES FEE SCHEDULE

BUIDLING RENTAL DESCRIPTION	FEES	DUE
Private or Recreational Use by Resident (<i>parties, receptions, family reunions, social gatherings</i>)	\$120.00 for 3 hours (minimum required) plus applicable processing fees \$40.00 per hour after; plus \$500.00 deposit and applicable processing fees	Paid in full 14 calendar days prior to the event
Private or Recreational Use by Non-Resident (<i>parties, receptions, family reunions, social gatherings</i>)	\$225.00 for 3 hours (minimum required) plus applicable processing fees \$75.00 per hour after plus \$500.00 deposit and applicable processing fees	Paid in full 14 calendar days prior to the event
EVENT SECURITY FEE: Two (2) state licensed peace officers will be required for all events serving alcohol.	The security fee is \$65.00 per hour per officer for a minimum of 4 hours. (\$520.00) plus applicable processing fees Additional hours will be billed at \$130.00 per hour plus applicable processing fees. Holiday and holiday-eve event security fees are subject to the agency approved upcharge as stated in the contract.	Paid in full 14 calendar days prior to the event. NO EXCEPTIONS.
Business or Commercial Use by Resident (<i>Per Board Discretion</i>)	\$225.00 for 3 hours (minimum required) plus applicable processing fees \$75.00 per hour after plus \$500.00 deposit and applicable processing fees	Paid in full 14 calendar days prior to the event. By Event only – No regular scheduled meetings.
Business or Commercial Use by Non-Resident (<i>Per Board Discretion</i>)	\$300.00 for 3 hours (minimum required) plus applicable processing fees \$100 per hour after plus \$500 deposit and applicable processing fees	Paid in full 14 calendar days prior to the event. By Event only – No regular scheduled meetings
Changes & Cancellation Charges NOTE: If the Rentee is forced to cancel an event due to Force Majeure, technical or otherwise, unforeseen mechanical or reasons unresolvable for a scheduled party, the renters deposit and fees will be refunded 100%, excluding applicable processing fees.	Prior to 30 days = 100% deposit and/or rental fees returned, excluding applicable processing fees. 14 calendar days to 1 month = 50% deposit and all rental fees returned if applicable, excluding applicable processing fees. Less than 14 days = Rental Fees, deposit and security fees forfeited	

EXHIBIT "B"
HARRIS COUNTY MUNICIPAL UTILITY DISTRICT 284
RENTAL APPLICATION FORM

I/We _____ hereby make application for rental of the Harris County
Municipal District 284 Administration Building. Date(s) Requested: _____

Number of people attending: _____ Time: _____ to _____

Name of Organization (if applicable): _____

Nature of Use: (check one) ☐ Private/Social / ☐ Business/Commercial Resident ☐ Yes ☐ No

Activity to be held at the building (i.e. Birthday, Baby Shower, etc.): _____

Use of audio/ visual equipment: ☐ Yes ☐ No Use of tables: ☐ Yes ☐ No If yes, how many _____

Use of chairs: ☐ Yes ☐ No If yes, how many? _____ Contact Person: _____

Street Address: _____

I acknowledge that I have read and understand the Administration Building and Grounds Rental Policies and Procedures attached and agree to the terms and conditions and charges set forth therein. _____ (Initials)

- ☐ **YES**, I intend to have alcohol consumed at the event at the Administration Building and will request Harris County MUD 284 to engage state-licensed peace officers for the event. I agree that I will be responsible for the payment for said officers 14 days prior to the event.

_____ (sign if applicable)

- ☐ **NO**, I do not intend to have alcohol consumed or have it present anywhere on the grounds at the event. If it is determined that there was alcohol in, around or consumed on the grounds at the Administration Building I understand my deposit will be forfeited and I will not be able to use the facility in the future. I also understand my event will be shut down on the spot if alcohol is detected on site and the event is over.

- ☐ **YES**, I intend to have Outdoor Cooking and will provide the appropriate information regarding food and what I will be using (i.e. Blackstone, grill, etc.) at time of application and no less than 2 weeks prior to event. (Please refer to Paragraph 15 in the Administration Building and Grounds Rental Policies and Procedures).

_____ (sign if applicable)

- ☐ **NO**, I do not intend to have any Outdoor Cooking. If it is determined that there was unapproved Outdoor Cooking on the grounds at the Administration Building, I understand my deposit will be forfeited and my event will be shut down.

- ☐ **YES**, I intend to have a Food Truck and will follow the procedures outlined in Paragraph 16 of the Administration Building and Grounds Rental Policies and Procedures.

_____ (sign if applicable)

- ☐ **NO**, I do not intend to a Food Truck. If it is determined that there was an unapproved Food Truck on the grounds at the Administration Building, I understand my deposit will be forfeited and my event will be shut down.

I further release and hold harmless Harris County Municipal Utility District 284 and/or its agents, from all damage and/or injuries or death as a result of this agreement (or any loss due to an Act of God), I guarantee payment for all damages in excess of the security deposit.

NO SMOKING OR VAPING inside the Administration Building is allowed. Please use designated areas.

NO ANIMALS (except Service Animals-please refer to Paragraph 21 in the Contract for clarification) are permitted in the Administration Building.

ACCEPTED AND AGREED: (signature required) _____ Date: _____

Print Name: _____

EXHIBIT "C"
HARRIS COUNTY MUNICIPAL UTILITY DISTRICT 284
ADMINISTRATION BUILDING INDEMNIFICATION FORM

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 Harris County Municipal Utility District 284 Administration Building and Grounds Rental Policies and Procedures for the use of the facilities (the "Contract"). In consideration for me or my organization's use of the facilities and/or property owned or operated by Harris County Municipal Utility District 284 (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 Administration Building and Grounds Rental Policies and Procedures, as established by the District, I understand that ALL reservation forms MUST BE SIGNED before consideration of use approval and that SUBMISSION OF RESERVATION DOES NOT CONSTITUTE APPROVAL.
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, 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.
3. In addition, I hereby release and discharge the District and its employees, officers, officials, volunteer, boards, departments, agents, and contractors from all actions, claims of 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 security deposit collected, as outlined in the Contract and Fees Schedule (attached thereto as **Exhibit "A"**).
5. I have been given a complete copy of the Contract. 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 thirty (30) feet of any entrance thereto, with the exception that smoking is permitted on the back porch of the facility.

I CERTIFY THAT I HAVE RECEIVED, READ AND UNDERSTAND THIS DOCUMENT, THE ADMINISTRATION BUILDING AND GROUNDS RENTAL POLICIES AND PROCEDURES AND ALL OTHER DOCUMENTS GIVEN TO ME BY THE DISTRICT IN CONNECTION WITH MY APPLICATION TO USE THE FACILITIES. I, THE UNDERSIGNED, ON BEHALF OF THE BELOWLISTED 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 CAUSED BY OUR OCCUPANCY OF THE PREMISES.

NAME: (Please print): _____

RENTERS SIGNATURE: _____ DATE: _____

Organization: _____

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

Email: _____

EXHIBIT “D”
CLEAN-UP CHECKLIST

After the event you will need to make sure the building is clean and in good condition. We will be checking through this list when we survey the building after your event. If the building **is left a mess or anything is damaged, you will not be getting your full deposit back.** Please go through the list below to make sure this doesn't happen.

All mops, brooms, trash liners, or anything needed to clean up after your event, are in the Janitor's Closet located near the restrooms, which is marked Janitors Closet, and will be opened/unlocked during your event.

To unlock the trashcans in the bathroom, the key is hanging on the wall to the right as you walk in the Janitors Closet. Please make sure you return the key before you leave.

Renter's Name: _____ **Date of Event:** _____

1. ☐ Is the banquet room clean? (Includes **NO** Sticky spots, debris or food left on floor)
2. ☐ Are the tables wiped down and clean?
3. ☐ Is the patio clean? (Includes Patio tables/benches and **trash cans emptied/relined**)
4. ☐ Is the entrance/lobby clean?
5. ☐ Is the lady's bathroom clean? (**NO DIRTY DIAPERS** left in trash; **feminine hygiene cans emptied**)
6. ☐ Is the men's bathroom clean? (Includes Urinals/floor around it and **NO DIRTY DIAPERS** left in trash)
7. ☐ Is the kitchen clean? (Floors (**SWEPT/MOPPED**), counters, appliances, no food left in sink or disposal)
8. ☐ Is the parking lot clear of litter?
9. ☐ Are the grounds beyond the patio clean of paper, bottles, and other garbage?
10. ☐ Are **ALL** trash cans emptied, (kitchen, bathrooms, patios) trash placed in the dumpster **AND** cans relined?
11. ☐ Turn off **ALL** lights/fans (inside and porch).