

HARRIS COUNTY MUNICIPAL UTILITY DISTRICT 284
PAVILION USE AGREEMENT CONTRACT

THE BOARD OF DIRECTORS OF HARRIS COUNTY MUNICIPAL UTILITY DISTRICT 284 (THE “DISTRICT”) HAS ADOPTED THE FOLLOWING POLICIES AND PROCEDURES FOR THE USE OF THE DISTRICT PAVILION.

The Pavilion owned by the District may be used and reserved 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. However, the Pavilion may not be used or reserved for religious or political activities. Persons desiring to use the Pavilion must complete the attached application and agree to abide by these rules and regulations

The use of the Pavilion requires a Contract, Pavilion Application Form and Indemnification Agreement. Contracts and Pavilion Application Forms are issued in accordance with the policies outlined below, as established by the District’s Board of Directors. The Pavilion Application Form, which authorizes the use of the Pavilion, may be revoked for violation of these policies. Reservations are made official only at the time that an Application Form and deposit are submitted to the District representative Park Rangers, LLC dba PRMI online or in person at 11803 Grant Road, Suite 208, Cypress, TX. 77429.

1. **Permitted Users:** Residents of the District who are in good standing with the District and qualified non-residents may reserve the Pavilion. 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 using on behalf of groups or organizations that are controversial in nature, or may cause unrest in the surrounding community, are not allowed. “Money making/business” events are prohibited! No fund raising is permitted on property.
2. **Reservations:** Requests for reservations must 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 use. 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. Reservations shall not imply or constitute proprietary rights or benefits to any User. No reservations more than one (1) year in advance will be accepted.

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

3. **Pavilion Application:** A completed and signed Pavilion Application (attached hereto as **Exhibit “B”**) and the appropriate cleaning deposit are required to secure a reservation. The Pavilion Application must be signed by an individual at least eighteen (18) years of age who agrees to be ultimately responsible for the proper use of the Pavilion used and to be present at all times during the use of the Pavilion.
4. **Hours:** Users will have access to the Pavilion during regular park hours. Available time blocks for reservations are 10:00 a.m. – 2:00 p.m. and 4:00 p.m. – 8:00 p.m. Respect will be shown for the tranquility of the surrounding homes and the safety of children playing in the neighborhood.

Any exceptions shall be requested in writing and must be approved by a designated representative of the Board of Directors per event.

5. **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.
6. **Outdoor Fires:** Are allowed **ONLY** in barbecue grills provided. Users shall dispose of ashes in the appropriate supplied container and leave the grill clean for the next user. **DO NOT PLACE HOT COALS IN TRASH CONTAINERS. USE PROVIDED HOT COAL BIN!**
7. **Organized Team Play:** No organized team play is allowed in the Pavilion.
8. **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 recreational structure are **NOT** allowed in the park.
9. **Glass Containers:** The use of glass containers is strictly prohibited in or around the Pavilion.
10. **Decorations:** Decorations shall be erected and removed in a manner not destructive to the District's property. **Heavy tape, scotch tape, thumbtacks, nails, staples, glue or other similar materials are NOT to be used in securing decorations.** Small amounts of blue painters' tape may be used but must be removed during cleanup. Pinatas and balloons are allowed at the Pavilion provided all resulting debris is cleaned up and removed from the pavilion and surrounding areas.
11. **Animals:** Pets are to be kept quiet and secure by a leash of six (6') feet or less, OR confined. **Pets may not be left unattended.** Please clean up after them. Pet Waste Stations are located throughout the park. **NO PETTING ZOOS!**
12. **Noise-Levels/Nuisance:** Users shall not use the Pavilion in such a manner as to disturb other park users or residents in the vicinity of the Pavilion. **FIREWORKS ARE NOT PERMITTED**
13. **Loud/Abusive Language:** Loud or abusive language will **NOT** be permitted or tolerated. Any person or persons not adhering to this rule shall be asked to leave the premises by the User or may be removed by peace officers. Violators may be banned from future facilities use.
14. **Music/Entertainment:** No musical group or entertainers will be allowed to perform at the Pavilion without prior written permission from the Harris County Municipal Utility District 284 Board of Directors or its designee. If allowed, entertainment volumes must be such as to not intrude on neighboring homes and must follow city noise ordinances at all times.
15. **Firearms Prohibited:** Firearms of any type are prohibited at the Pavilion, including the related grounds thereof.
16. **Alcoholic Beverages:** Alcohol is strictly prohibited at the Pavilion. Any person who is under the influence of alcohol will not be allowed at the Pavilion.
17. **Illegal Substances:** Illegal substances are strictly prohibited at the Pavilion. Any person who is under the influence will not be allowed at the Pavilion.

18. **Food Trucks:** Food trucks may be permitted by 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.
19. **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 Pavilion.
20. **Damage to and Loss of Property:** Users of the Pavilion 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 User's security deposit. If such charges exceed the security deposit, the User will be billed the remainder amount. In addition, the District shall have the right to cancel any additional existing reservations by the User and to reject any further applications from the User until all charges have been paid.
21. **Trash:** All event trash should be removed from the Pavilion and placed in onsite dumpster. **DO NOT PLACE HOT COALS IN TRASH CONTAINERS. USE PROVIDED HOT COAL BIN.**
22. **Rules Subject to Change:** All rules, regulations, and restrictions set forth herein are subject to change by the Board of Directors. Users and members of their party must obey the rules for the use of the Pavilion. Users and their party will be ordered to leave the Pavilion and surrounding grounds if they fail to obey the rules. The User will be subject to the denial of future use of the Pavilion for failure to abide by these rules and shall lose their deposit.
23. **Upon completion of User's event, User shall:**
 - Empty all trash cans and place bags in onsite dumpster.
 - Remove all user-supplied perishable foods and drinks
 - Remove all tape, banners, etc., prior to leaving the Pavilion
 - Tables and benches must be cleaned of litter and wiped off to rid them of spilled drinks and food.
 - Walk Pavilion and surrounding area to ensure no loose trash and food are left on premises.
 - **Turn off Pavilion lights and fans.**

EXHIBIT "A"
HARRIS COUNTY MUNICIPAL UTILITY DISTRICT 284
PAVILION DEPOSIT SCHEDULE

PAVILION USER	DEPOSIT	DUE
IN DISTRICT	\$150.00 Cleaning Deposit Required , plus applicable processing fees	At the time reservation is secured
OUT OF DISTRICT	\$250.00 Cleaning Deposit Required , plus applicable processing fees	At the time reservation is secured
Changes & Cancellation Charges NOTE: If the User is forced to cancel an event due to Force Majeure, technical or otherwise, unforeseen mechanical or reasons unresolvable for a scheduled party, the Users deposit will be 100% refunded, excluding applicable processing fees	Prior to 30 days = 100% (refundable), excluding applicable processing fees 10 calendar days to 1 month = 50% refundable, excluding applicable processing fees Less than 10 calendar days = deposit forfeited	

EXHIBIT "B"
HARRIS COUNTY MUNICIPAL UTILITY DISTRICT 284
PAVILION USE APPLICATION FORM

Users (full name): _____

Address: _____

Home Phone: _____ Cell Phone: _____

Date Requested: _____ Hours of Use: _____ to _____

Number of People: _____ Email: _____

FUNCTION BEING CONDUCTED: _____

I acknowledge that I have read and understand the Pavilion Use Agreement Contract attached hereto. I understand the rules and conditions for the use of the Pavilion, and I agree to abide by them and the terms and conditions and charges set forth therein. _____ (Initials)

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.

ON THE DAY OF THE EVENT, PLEASE HAVE YOUR CONTRACT WITH YOU. IF SOMEONE ELSE IS OCCUPYING THE PAVILION, PLEASE CONTACT PARK RANGERS LLC dba PRMI AT 832-289-9698 AND THEY WILL SEND A REPRESENTATIVE AND/OR AN OFFICER TO ASSIST YOU.

ACCEPTED AND AGREED: (Signature) _____ Date: _____

Print Name: _____

EXHIBIT “C”
HARRIS COUNTY MUNICIPAL UTILITY DISTRICT 284
PAVILION INDEMNIFICATION FORM

I, _____, hereby agree to indemnify Harris County Municipal Utility District 284 (the “District”) for my use of the Pavilion as set forth below.

1. **I AGREE THAT I WILL CLEAN THE PAVILION AND RESTORE THE PAVILION TO THE CONDITION IT WAS IN PRIOR TO MY USE, I UNDERSTAND THAT IF THE PAVILION OR GROUNDS ARE NOT CLEANED OR ARE DAMAGED, THE DISTRICT WILL MAKE THE NECESSARY REPAIRS AND/OR CLEAN THE PAVILION AND WILL DEDUCT THE COST OF THE CLEANING/REPAIRS FEE FROM THE DEPOSIT. IF THE COST OF REPAIRS EXCEEDS THE DEPOSIT, I UNDERSTAND I WILL BE REQUIRED TO PAY THE BALANCE.**
_____ (Initials)
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 emotion 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 Pavilion.
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 Pavilion.
4. In the event of a Pavilion cancellation by the group/person, a charge will be deducted from deposit as outlined in the Pavilion Use Agreement Contract and Pavilion Deposit Schedule (attached thereto as **Exhibit “A”**).
5. **I EXPRESSLY ACKNOWLEDGE THE DISTRICT’S POLICIES AND REQUIREMENTS WITH REGARDS TO THE CONSUMPTION OF ALCOHOL AND THE USE OF ILLEGAL SUBSTANCES THAT IS STRICTLY PROHIBITED AND THAT I WILL NOT ALLOW ALCOHOL OR ILLEGAL SUBSTANCES AT THIS EVENT.** _____ (Initials)

I CERTIFY THAT I HAVE RECEIVED, READ AND UNDERSTAND THIS DOCUMENT, THE PAVILION USE AGREEMENT CONTRACT AND ALL OTHER DOCUMENTS GIVEN TO ME BY THE DISTRICT IN CONNECTION WITH MY APPLICATION TO USE THE PAVILION. I, THE UNDERSIGNED, DO HEREBY AGREE THAT MY GUESTS AND I WILL ABIDE BY THE POLICIES GOVERNING THE USE OF THIS PAVILION AND WILL BE RESPONSIBLE FOR ANY DAMAGES TO THE PAVILION, FURNITURE, OR EQUIPMENT CAUSED BY OUR OCCUPANCY OF THE PREMISES.

Name: (Please print): _____

Users Signature: _____

Date: _____

Day Phone Number: _____

Night/Cell Phone Number: _____

Email: _____

CLEAN-UP CHECKLIST

After the event you will need to make sure the pavilion and surrounding area are clean and in good condition. We will be checking through this list when we survey the area after your event. If the pavilion and surrounding area **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. We suggest you bring trash bags, disposable wipes, a broom and dustpan to make cleanup easy.

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

1. Is all the event trash picked up, bagged and placed in onsite dumpster?
2. Have all perishable food and beverages been removed from the premises?
3. Are the tables and benches wiped down and clean?
4. Has the Pavilion floor been swept/cleaned?
5. Has all décor been removed from the premises, including any tape used to secure the décor?
6. Have the Pavilion lights and fans been turned off?
7. Has all charcoal and food debris been cleaned from the grill and placed in the hot coal bin? (if applicable)