RITCH WHEELER
COMMISSIONER, PRECINCT 3
MONTGOMERY COUNTY

FACILITY USE AGREEMENT

USER & EVENT DETAILS

NAME OR ORGANIZATION: _____

ADDRESS: _____ CITY: _____ ZIP CODE: _____

PHONE NUMBER: _____ ALT. NAME/ NUMBER: _____

CONTACT PERSON: _____ TITLE: _____

EMAIL: _____

RENTAL DATE: _____ **EVENT TIME:** BEGIN _____ AM/PM END _____ AM/PM

ARE YOU A NON-PROFIT? _____ ESTIMATED NUMBER OF ATTENDEES: _____

TYPE OF EVENT: _____

SELECT LOCATION/ ROOM

KEVIN BRADY COMMUNITY CENTER

☐ 101 ☐ 116 ☐ 117 {B, C} ☐ 121

☐ 113 ☐ 117 (FULL) ☐ 117 {D}

☐ 114 ☐ 117 (A) ☐ 118

OKLAHOMA COMMUNITY CENTER

☐ Facility

SENIOR CENTER

☐ Dining Room

INFO BELOW FOR OFFICE USE ONLY

Rental Fee Amount: _____ Key number issued: _____

Date Fee Tendered: _____ Date Key Issued: _____

Money Order # _____ Date Key Returned: _____

Fee Receipt #: _____ Building Inspected: _____

FACILITY USE AGREEMENT
RITCH WHEELER
COMMISSIONER, PRECINCT 3
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 Director of Community Center and Events for Commissioner Precinct 3, and _____("User").

ARTICLE I: DEFINITIONS

- **Agreement:** This document, including all articles and provisions contained herein.
- **County:** Montgomery County, Texas, as defined in the preamble of this Agreement.
- **Director:** The Director of Community Center and Events for Commissioner Precinct 3 or any person designated by the Director.
- **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

Director 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 **$**_____. A deposit of 50% of the Rental Fee is due upon User's execution of this Agreement to reserve the Premises. The remainder thereof shall be paid on or before _____. Failure to pay the Rental Fee in full at least thirty (30) days prior to the date of the Period of Occupancy shall automatically result in forfeiture of the reservation, any fees and/or deposit paid, and cancellation of this Agreement without further notice to User.

All payments shall be made by credit card, cashier's check, or money order payable to "Montgomery County Precinct 3." 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 Director, cause or permit any nails, tape, 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 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 Director, as determined in the Director'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 281-363-9410. 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. For any Event held in the Ballroom or any of its sections, User shall, at 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 Director a certificate with respect to such insurance no later than thirty (30) days prior to the commencement of the Period of Occupancy. The same insurance requirements may also apply to Events held in other rooms or areas of the facility at the Director's sole discretion.

Section 3.05 - Furnish Necessary Staffing. User shall, at its sole expense, furnish all necessary personnel for the Event. For any Event held in the Ballroom (or any of its sections), Events serving alcohol, or Events over 100 people, User **MUST** hire and pay for security services through the **Montgomery County Precinct 3 Constable's Office**. The number of officers required shall be determined by the Director. All security arrangements must be confirmed with the Director at least thirty (30) days prior to the Event. 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.

Section 3.06 - ALCOHOL SERVICE. Absolutely NO alcohol may be brought into the facility by any outside individual, group, or vendor. All alcohol served or consumed on the premises must be provided exclusively by the facility's in-house caterer. No exceptions will be made. Any violation of this policy, as determined by the Director, will result in immediate termination of the Event and may result in loss of deposit, rent, fees, and/or current and future rental privileges.

User Initial: _____

ARTICLE IV: COUNTY'S ADDITIONAL RIGHTS AND OBLIGATIONS

Section 4.01 - Right of Entry. The Director 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 Director.

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 incurrence 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 Director. If written notice is received sixty (60) days or more prior to the start of the Period of Occupancy, User shall receive a full refund of all amounts paid. If written notice is received between thirty-one (31) and fifty-nine (59) days prior to the start of the Period of Occupancy, User shall be entitled to a refund equal to fifty percent (50%) of the total Rental Fee. If cancellation occurs thirty (30) days or fewer prior to the start of the Period of Occupancy, no refund shall be issued. If the Director 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 Director.

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 Director 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.

SPECIAL PROVISIONS

1. **SMOKING:** No smoking or vaping is permitted inside the Facility or within 25 feet of exterior doorways.
2. **ANNUAL LIMIT:** Users may only reserve space for a total of twenty-four (24) times per calendar year.
3. **NON-PROFIT USE:** Local non-profits may book select rooms at no charge Monday through Thursday, limited to two (2) meetings per month at a maximum of four (4) hours per meeting. If those select rooms are unavailable, others may be offered at 50% of the current price, excluding the Ballroom or any of its sections.
4. **SUNDAY/HOLIDAY BOOKINGS:** Sundays and holidays are only open for reservations at the discretion of the Director.
5. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions herein and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

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 Director of Community Center and Events for Commissioner Precinct 3.

USER	MONTGOMERY COUNTY, TEXAS
_____	_____
Signature	Director/ Designee of The Kevin Brady Community Center Montgomery County Commissioner PCT 3
_____	
Printed Name	