

**Mayde Creek Community Center  
FACILITY USE AGREEMENT**

<b>Contract #</b>	<b>Event Date</b>
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**A. Policy Statement**

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

**B. Application information**

1. A facility use contract ("Contract"), which authorizes the rental of facilities, may be revoked for violation of these policies.

**C. Reservations**

1. It shall be the responsibility of the organization or individual making the reservation to see that unauthorized portions of the facility not be utilized, that the facility is vacated as scheduled, and that all trash and other debris is deposited in trash containers or otherwise removed.
2. Reservations shall not imply or constitute proprietary rights or benefits to any applicant.
3. Permission to use the District facility is granted subject to the observance of these regulations by the applicant and anyone using the facility in connection with the applicant. Usage permission may be revoked for violation of these regulations either during the use of a facility, or prior to the use of a facility, or after the use of a facility.
4. Contract changes must be requested, by contacting the Building Manager, at least 30 working days prior to the event date for a contract to use the Banquet Room. Changes to a contract for the use of the Small Conference Room or the Banquet Room must be requested at least 10 working days prior to the event date. Contract changes may warrant additional fees according to the fee schedule.
5. The applicant must have their Facility Reservation Contract and Facility Use Agreement with them at the facility during the applicant's use of the facility.
6. The Banquet Room must be rented for a minimum of 6 hours during prime time and a minimum of 4 hours during non-prime time. All other conference rooms must be reserved for a minimum of 4 hours during prime and non-prime time. Prime time is considered Friday through Sunday and Holidays. Rental time includes decorating and cleanup. When actual use of the facility exceeds the

reserved rental period, the applicant shall be charged additional rental time at 100% of the applicable hourly rental fee per every half hour. Thus, for example, when the use of a facility runs 20 minutes late, the applicant will be charged for one full hour. If the event runs 40 minutes late, the applicant will be charged twice the hourly rate. These fees will be deducted from the security deposit, and/or billed to the applicant if the security deposit has been exhausted.

**D. Multiple Date Reservation**

1. Non-profit groups making multiple reservations will be subject to the standard payment/cancellation policy (Sections E and F).
2. Repeat reservation will be contingent upon care of property, equipment, and observance of approved rules and regulations.
3. Groups may reserve a facility for no more than 4 consecutive dates.

**E. Fees, Deposits and Refunds (refer to schedule for applicable fees and deposits)**

1. When a reservation is made more than 120 days in advance of the scheduled event date:
  - a. Thirty per cent (30%) of the rental fee must be paid at the time that the reservation is made. An additional twenty per cent (20%) of the rental fee must be paid no later than 120 days prior to the scheduled event date.
  - b. Twenty per cent of the estimated rental fee shall be non-refundable if the facility use is cancelled (see Section F. Cancellations).
  - c. The cleaning and damage deposit fees shown on the rate sheet are in addition to the total facility rental fees.
  - d. The total rental fees and the cleaning and damage deposits are due 30 days prior to the scheduled facility use.
2. When a reservation is made within 120 days of the scheduled event date:
  - a. Fifty per cent (50%) of the rental fee must be paid at the time the reservation is made. The deposit and the balance due on the rental fee must be paid no later than thirty (30) days prior to the event date. Twenty per cent (20%) of the rental fee is non-refundable if the facility use is cancelled (See Section F. Cancellations).
  - b. A full refund deposits may be given when the applicant complies with Section G below and the District and/or its representative determine in their sole discrimination and discretion that the cleanliness and condition of the facility is the same as that existing prior to the event, and to the extent that it is not that the deposits be drawn upon to pay for the cost of additional cleaning or the repair of the facility. If the applicant opts to pay the District the cleaning fee in lieu of the applicant's cleaning the facility a full refund will be made provided no repair of the Building is required.
  - c. All facility rental fees are due no later than 30 days prior to a scheduled event.
3. If the Small Conference Room is to be booked and if the room fee totals \$200.00 or less: All fees are payable at the time of booking the event and the deposit is due 120 days prior to the event date.

4. The District will endeavor to have all applicable refunds including unused deposits mailed to the applicant 3-4 weeks following the event.

#### **F. Cancellations**

1. If the reservation is cancelled 120 days or more prior to the event, the District will retain from the portion of the rental payment made an amount equal to twenty per cent (20%) of the estimated total rental fee. However, any rental fee remainder along with any paid deposit fee will be refunded.
2. If cancellation occurs 30 days or less prior to the reservation date, the District will retain all facility rental fees. The Deposit will be refunded.
3. If the last day that the cancellation request is due falls on Saturday, Sunday or a holiday, the Manager will accept the request on the next business day.

#### **G. The Facility**

1. Facilities and equipment shall be left in the same condition as existed prior to the activity or event:
2. Users of the facilities shall observe, obey, and comply with all applicable City, County, State, and Federal laws, rules and regulations. Facilities shall not be used for the purpose of advancing any doctrine or theory which is considered to be subversive under the Constitution of the United States of America. Violation of any portion of a facility use contract may result in loss of the security deposit.
3. No glitter, rice, confetti, or similar materials may be used at any District facility. Decorations may not be affixed to the doors, windows, window coverings, chairs, brick, wood, painted surfaces or hung from the ceiling; provided, however, decorations can be affixed to windows using scotch tape or the equivalency. Fog machines or open flames, including candles, are not permitted at any District facility. Outdoor barbeques are only permitted when pre-authorized by the District. Red wine and punch are discouraged and cause the applicant to incur a loss of the security deposit if stains occur from such use. The facility is a non-smoking facility and smoking is prohibited within 20 feet from any door or entrance to the facility.
4. If the facility fire alarm causes the Fire Authority to be summoned, and it is determined that the applicant or his/her guests were the cause, the full cost associated with the Fire Authority's services will be deducted from the security deposit. If this cost exceeds the amount of the security deposit, the applicant will be billed for the remaining cost of these services.
5. The pond and water feature within the Facility's fenced patio is intended for the aesthetic enjoyment of the applicant and his/her guests and is to be left as is. If this water feature or its rocks and landscaping are disturbed or altered in appearance during the rental period, the applicant's deposit may be reduced to the extent necessary to restore its appearance and if the deposit is insufficient the applicant may be charged the amount necessary to make the District whole.

#### **H. Event Supervision**

1. District representative will be assigned to observe or monitor permitted activities and shall have complete authority over the facility, all equipment, participants and

activities, including the authority to request changes in activities or cessation of activities. Applicants may consult District's representative on duty during their use, in regards to their needs, if any.

2. The applicant must be present during the entire rental period and must be available to review both any pre-event activity and for post event activity including the review of a checklist with a District representative. The only exception to this rule is when an honoree (i.e., bride or groom) is the applicant. In this case, the applicant must designate another attendee to review the checklists at the time that the room set up is submitted.

#### **I. Supervision of Minors**

1. Groups composed of minors shall be supervised by at least one adult who is 21 years of age or older per 20 minors at all times. Application for facility use must be made by an adult 21 years of age or older who will be present throughout the event and responsible for the activity.
2. Minors must remain in the rental facility room and shall not be allowed to roam unsupervised throughout the facility.
3. Children should not be allowed to play in the patio's water feature, nor to pick-up the rocks or alter its landscaping. [See G.5. above.]

#### **J. Insurance, Liability, Loss & Damages**

1. As stated in the indemnification form, which is a part of the contract, the District shall not be liable for any injury to persons or loss or damage of group or individual property which occurs during the use of a District facility.
2. The District may require the applicant to demonstrate proof of sufficient liability insurance when alcohol is available. The District may require a full liquor liability premium in addition to general liability insurance. The cost of the required liability insurance shall be borne by the applicant. The Applicant must have contracted for a licensed public security officer, as defined in the Texas Administrative Code, and identified under the provisions of the Texas Occupations Code, §1701.001.as amended when alcohol is served. This licensed public security officer must be on hand for the event if it is serving alcohol, and must be present beginning thirty (30) minutes prior to the commencement of the event and until the end of an event including its clean-up period and that if the renter fails to make provision for this, the District, acting through its Building Manager, is authorized to make a separate arrangement with the licensed public security officer to stay until all members of the party have left the event and the venue is cleaned and that the District may charge such added expense back against the renter's deposit and further, that if the clean-up fee is not sufficient to cover the cost which the District bears to clean a venue, the remainder cost may be recovered from the renter's deposit.
3. Evidence of required insurance must be provided 30 working days prior to a scheduled event.
4. Applicants who rent the facility are financially responsible for any damages 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 to the applicant and deducted from the security deposit. If such charges exceed the security deposit, the applicant will be billed the remainder amount. In addition, the District shall have the right to cancel any additional existing reservations by the applicant and to reject any further applications from the applicant until all charges have been paid.

**K. Glass Containers**

1. 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, when authorized by the District or the District's representative.

**L. Available Equipment & Set Up**

1. Rental of facilities includes tables and chairs and will be the full responsibility of the applicant to set up, clean, and put back in storage room. (Please note that this is not included in the cleaning service provided by the building).
2. Staff is not permitted to move any equipment/furnishings supplied or rented by the applicant.
3. Due to limited space, storage for outside rentals will not be permitted.
4. Applicant may not bring in any equipment that cannot be easily carried or rolled into the facility. Equipment is not be dragged across any facility floor.

**M. Animals and Smoking**

1. No animals (except for guide dogs) will be allowed inside the facility.
2. **No smoking** is allowed within the facility, its fenced patio, or within 20 feet of any facility entrance.

**N. Vehicle Parking**

1. Vehicle parking is allowed in marked or authorized parking areas only.
2. When the kitchen area of the Community Center has been rented, vehicles may be parked for the unloading and loading of kitchen supplies in the parking spaces closest to the kitchen.
3. Vehicles may not drive onto any park, medians, or grass areas.

**O. Use of Alcohol**

1. The use of alcoholic beverages is by written permission only and must be requested at the time the facility use application is submitted. The District reserves the right to place restriction 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.
2. Alcohol is not allowed when an event is designed for minors such as school age award programs, birthday parties and/or receptions where a majority (50% or more) of guests in attendance will be under the age of 21.
3. When alcohol is served, there shall be one uniformed licensed public security officer for every 50 guests present at the facility at all times. The uniformed officer must arrive 30 minutes before guests' arrival time and remain until the end of the

event including its clean-up period and if the renter fails to make provision for this. the District, acting through its Building Manager, is authorized to make a separate arrangement with the uniformed licensed public security officers to stay until all members of the a have left the event and the venue is cleaned. The District may charge such added expense back against the renter's deposit. The officer must be positioned at the entrance of the event. The parking lot must be monitored every 30 minutes. If the officer is not present at the time that alcohol is to be served, alcohol may not be served until the officer is on premises.

4. No alcoholic beverage shall be served to any person less than 21 years of age. 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 facility.
5. 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"). Any organization using District facilities shall be solely responsible for obtaining all required permits or licenses relating to the distribution and consumption of alcoholic beverages on the premises.
6. Alcoholic beverages may only be served for a maximum of 6 consecutive hours, and shall not be permitted during either decorating/set up or clean up times. A "last call" must take place a half an hour prior to the party end time indicated on the contract. Consumption of alcoholic beverages is restricted to the rented space only. Alcohol may only be served by an adult 21 years of age or older. If evidence is found that alcohol is being served that was not authorized by the District or District representative or to a minor, the Police will be notified and the event will be terminated and all fees and deposits will be forfeited.
7. Champagne and wine can only be opened in the kitchen, must be served and cannot be placed on individual tables. Alcohol cannot be consumed from its original container, unless the original container is an aluminum can, and must be served out of cups or glassware.

#### **P. Serving or Selling of Alcohol**

1. A TABCC License is required whenever alcohol is to be sold.
2. Sales or requests for donations, including tickets or tokens for alcohol, are not permitted without a license from the TABCC.
3. A copy of the approved Facility Reservation Contract and a letter from the District indicating the District's approval of the event with alcohol must be furnished to the TABCC when applying for such license.
4. A copy of the TABCC license must be furnished to the District within 20 working days prior to the event.
5. A copy of the TABCC license must be posted in clear public view near the bar, or other location, where the alcohol is being served.
6. Resident non-profit organizations require a one-day special event TABCC license. This license can only be issued to resident non-profit groups and only if proceeds are going back to the non-profit group.

7. The letter from the District authorizing alcohol at the event will not be issued until the applicant has presented the District with evidence that the applicant has obtained sufficient liability insurance for the event.
8. Private parties, i.e., weddings, anniversaries, birthdays, meetings, or anyone other than a resident non-profit organization, cannot independently sell alcohol. If a private party wishes to sell alcohol, this must be arranged through a licensed bartender or licensed caterer who will serve from behind the bar throughout the event. No exceptions will be made to this rule. A TABCC license entitles the caterer to sell beer, wine and distilled spirits (hard liquor). It is a violation of this Agreement as illegal for a private party to independently sell alcohol. A private party must show proof that their caterer has the appropriate license according to the type of alcohol served and/or sold.

**Q. Food and Beverages**

1. Stains from food and beverages that require professional cleaning, which will result in additional expense to the District will be charged directly to the applicant.
2. Tubs used to hold drinks must be kept in the kitchen or on a table with towels surrounding the tub to absorb condensation. Tubs shall not be placed on the floor in the event room.
3. Food and/or beverages are not allowed in the lobby areas or bathrooms.
4. No barbecuing or open fires shall be permitted under the covered patios of the District's facility.

**R. Facility Clean Up Procedures**

1. At least 60 minutes of cleanup time is required for rental of the Banquet Room, kitchen and bathrooms and 30 minutes for the conference room and bathrooms, unless the \$200 or \$100 cleaning fee for the Banquet Room or Small Conference Room, respectively, has been paid. If the renter opts to have the District clean up the rented space and the District's actual cost exceeds that of the fee it may recover its added expense from the deposit.
2. All decorations and catering equipment must be removed and taken away and all trash must be placed in the dumpsters outside.
3. The oven, stove, and refrigerators or freezers are available for use during the rental time and must be cleaned by the renter.
4. All counter tops, sinks, refrigerators or freezers used must be cleared, thoroughly cleaned, rinsed and dried off.
5. Any food, beverages or any other items left in the facility will be disposed of.
6. Sponges or towels to wipe down all surfaces should be supplied by applicant.

**S. All Facilities**

1. The District and/or its representatives are not allowed to accept or sign for any deliveries. If a delivery is made, the District and/or its representatives are not responsible for delivered items. Items cannot be left in the facility at the conclusion of the event and must be removed prior to vacating the facility.
2. Applicant must limit the number of guests to the amount specified on the contract under estimated attendance. The number of guests includes band members, caterer

and guests. Attendance numbers larger than that stated on the contract may result in the event being terminated early, as directed by the District or its representative. Prior to terminating an event for this reason, the District or its representative will bring this issue to the attention of the applicant to provide applicant with the opportunity to remedy the situation.

3. The lobby may only be used for check-in tables at the beginning of the event and for no other purposes.
4. In no event will the Facility remain open for a scheduled event or to provide for renter clean-up 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

\_\_\_\_\_  
Date

# Mayde Creek Community Center - Facility Reservation Worksheet

(Please fill out completely)

Reservation Date: \_\_\_\_\_

Community Center

Full Banquet Room

Banquet Room/Kitchen

Small Conference Room

Decorating start time: \_\_\_\_\_ Guest arrival time: \_\_\_\_\_ Clean-up departure time: \_\_\_\_\_

**REMEMBER:** Room fees are based on consecutive hours starting from your Decorating start time to your Clean-up departure time. The time you indicate as your Decorating start time will be the time you will be allowed to enter the room: NO EXCEPTIONS. One hour of Clean-up time is required for the Banquet Rooms, bathroom and kitchen; 1/2 hour is required for the conference rooms and bathrooms. Everyone must be out of the building by the Clean-up departure time.

Your Name: \_\_\_\_\_ Driver's License #: \_\_\_\_\_

Address: \_\_\_\_\_  
Street/City/Zip Code

Day Phone: (\_\_\_\_) \_\_\_\_\_ Evening Phone: (\_\_\_\_) \_\_\_\_\_ Cell Phone: (\_\_\_\_) \_\_\_\_\_

**ORGANIZATION** (if applicable): \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_

Address: \_\_\_\_\_  
Street/City/Zip Code

Address: \_\_\_\_\_

**PURPOSE OF EVENT:** \_\_\_\_\_

Estimated Attendance: \_\_\_\_\_

1. Is facility to be used for raising money? (Non-profit only)  Yes  No  
If yes, what will net proceeds be used for?  
\_\_\_\_\_

2. Open to the Public?  Yes  No

3. Will alcoholic beverages be served/sold  Yes  No

4. Alcohol will be served/sold: From: \_\_\_\_\_ To: \_\_\_\_\_

5. Do you want to reserve clean-up service now?  Yes  No

**REMEMBER:** (1) Alcohol can only be served/sold for a maximum of 6 consecutive hours; (2) Alcohol may **NOT** be served/sold during your decorating or clean-up time; (3) You **must** purchase liability insurance if alcohol is served and/or sold; (4) You may **NOT** serve or sell alcohol

\_\_\_\_\_  
\*Please note the cleaning cost is \$200 for Banquet Room and \$100 for Small Conference Room. Please also note, if you fail to reserve the cleaning service now and do not fully clean the facilities, you may lose all of your deposit and be subject to further cleaning expenses.

if your event is focusing on a minor; (5) a licensed and uniformed public security officer must be present for events at which Alcohol is to be served and the name of the officer provided to the District; and (6) Alcohol is **NOT** permitted outside the fenced patio and the building.

5. Will a catering service be used?  Yes  No  
If yes, Name: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_
6. If Alcohol is being sold, what is the caterer's TABCC permit number: \_\_\_\_\_
7. Applicant acknowledges that **NO SMOKING** is allowed within the facility or within twenty feet of any entrance of the facility.

\_\_\_\_\_  
Signature of Applicant

**MAYDE CREEK COMMUNITY CENTER**

19600 Misty Cove

Katy, Texas

**Building Hours:**

Monday: 10:00 a.m. – 12:00 p.m. and 4 p.m. to 7:00 p.m.

Tuesday: 10:00 a.m. – 12:00 p.m. and 4 p.m. to 7:00 p.m.

Wednesday: closed

Thursday: 10:00 a.m. – 12:00 p.m. and 4 p.m. to 7:00 p.m.

Friday: 10:00 a.m. – 12:00 p.m. and 4 p.m. to 7:00 p.m.

Saturday: 10:00 a.m. – 12:00 p.m.; and by appointment

Sunday: by appointment

**Contact Information:**

Ms. Desmion van der Westhuizen

Building Manager

Phone: (281) 492-1769

Cell: (281) 761-5482

<b>Room:</b>	<b>Rate:</b>	<b>Rental Deposit:</b>
Small Conference Room	<p><u>Monday – Sunday</u>                      \$37.50 per each hour for the first four hours (four hour minimum)</p> <p>\$37.50 per hour after initial four hours</p>	<p><u>\$150.00</u>                      Renter can hire cleaning service for \$100 if the Community Center is given prior notice. If the Renter chooses to clean up without the cleaning service, Renter must give notice and is subject to loss of entire deposit and possible additional expenses if not cleaned satisfactorily.</p>
Large Banquet Room *	<p><u>Monday – Thursday:</u>                      \$75 per hour (four hour minimum)                      \$75 per hour for each hour after the first four hours</p>	<p><u>\$600.00**</u>                      Renter can hire cleaning service for \$200 if the Community Center is given prior notice. If the Renter chooses to clean up without the cleaning service, Renter must give notice and is subject to loss of entire deposit and possible additional expenses if not cleaned satisfactorily.</p>
	<p><u>Saturday:</u>                      \$150 per hour (six hour minimum)                      \$150 per hour for each hour after</p>	
	<p><u>Friday or Sunday:</u>                      \$100 per hour (six hour minimum)                      \$100 per hour for each hour after</p>	

**Further descriptions and explanations are on the following page.**

\*With wedding rental, the Small Conference Room is included without charge and any event in the Banquet Room requires the presence of a licensed peace officer for the duration of the event.\*\*If renter fails to clean and return the tables and chairs to the storage room, the renter may lose their entire deposit.

Mayde Creek Community Center  
19600 Misty Cove, Katy, TX

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Use of Community Center Indemnification

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.

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): \_\_\_\_\_

APPLICANT'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

Organization: \_\_\_\_\_

Day Phone Number: \_\_\_\_\_ Night/Cell Phone Number: \_\_\_\_\_