

# East Montgomery County Improvement District Facility Rental Agreement

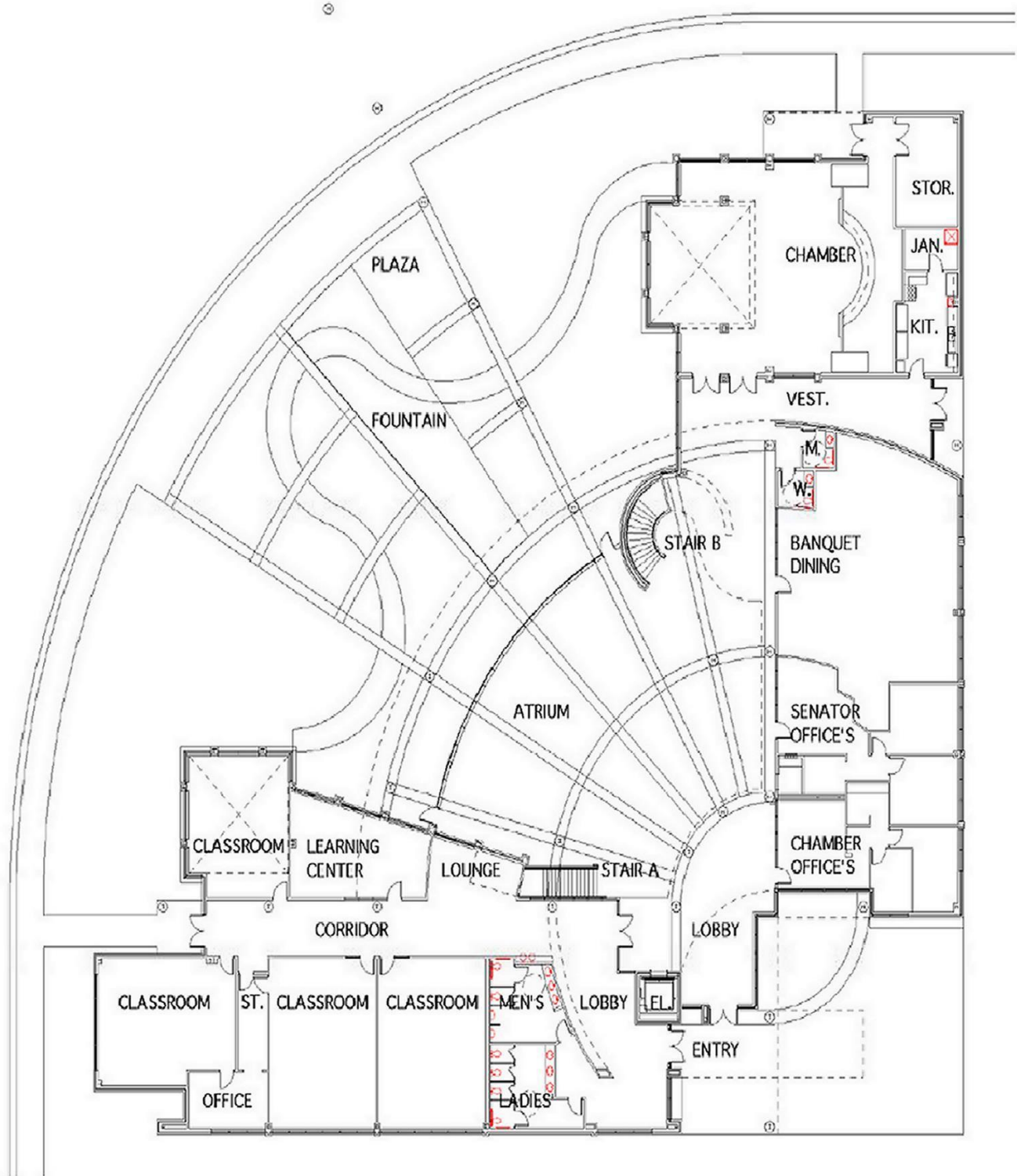


Revised July 21, 2017

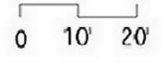
**“Exhibit A”  
Schedule of Rates**

**ALL RATES ARE BASED ON A PRICE PER HOUR  
WITH A MINIMUM OF THREE (3) HOURS.**

	<b>Capacity</b>	<b>Refundable Deposit</b>	<b>Non-Profit In District Per Hour</b>	<b>In-District Per Hour</b>	<b>Non-Profit Out of District Per Hour</b>	<b>Out of District Per Hour</b>
<b>ROOM</b>						
Atrium	300	500.00	0.00	100.00	100.00	150.00
Special Events Room	Up to 80	250.00	0.00	75.00	75.00	100.00
Building Conference Room	Up to 12	100.00	0.00	35.00	35.00	50.00
Kitchen	Facilities are available upon request.					
Pipe & Drape	Atrium - \$1.75 per foot. East side – 90 feet / West side – 60 feet. Additional pipe & drape upon request.					
Outside Grounds	No additional charge, except for a deposit and janitorial fees.					
Damages - Furniture or Equipment	Replacement cost.					
Janitorial Fees	Atrium: \$40    Special Events Room: \$35    Building Conference Room: \$10 Any cleaning that is needed over and above the normal time allotted for each room will be charged at \$25.00 per hour.					
Set-up Fees	\$25.00 per hour. Rate is based on type of event. This fee applies only if rooms are set up to your exact specifications.					
Security <b>*Security is mandatory for all events if alcohol is served.</b>	\$40.00 per hour/per officer. If alcohol is served, a minimum of two (2) uniformed officers is <b>required</b> . <i>Authorized Representative reserves the right to determine the numbers of officers needed for each event. <u>No alcohol will be served or consumed until officers are on site.</u></i>					
<b>Available Equipment - Upon request</b>						
Round Table	N/C	Piano		N/C		
Rectangle Table	N/C	Overhead Projector		\$25.00		
Chairs	N/C	Projector Screen		\$5.00		
Podium - w/w o Microphone	N/C	Flip Charts		\$15.00		
Brass Easels	N/C					



# GROUND FLOOR PLAN



## **“Exhibit B”**

### **Rules & Regulations for Building and Grounds Use**

All events require a refundable deposit and payment of all pass through costs. Pass through costs consist of (1) janitorial fees, (2) set-up fees (3) security officer fees and (4) any other equipment needed. All events must be booked at least thirty (30) days in advance. All non-profit organizations that are requesting deposit and pass through costs be waived must book event at least forty-five (45) days in advance. The request to waive fees must be made in writing. The EMCID Board of Directors will consider the request at its next regular meeting prior to the event.

Refundable deposits must be paid at time of booking. One-half of the total amount of fees and pass through costs must also be paid at time of booking. The balance of all fees and pass through costs must be paid at least seven (7) days prior to event. Deposits will be refunded within thirty (30) days after event. Damages, additional hours or extra janitorial costs due to negligence of the responsible party will be taken out of the deposit. If deposit is insufficient to cover damages, Lessee will be charged for damages at replacement cost. Accepted forms of payment are check, money order, cashier’s check, MasterCard, Visa, Discover and American Express.

If Lessee remains in the building beyond their arranged time for use of the Facility, one hour of rental costs will be deducted from the refundable deposit for any part of the first hour and/or any hour thereafter. The Facility will be open to you and/or your guests at the time that you specified.

#### **Adhesive-backed Decals**

- These items are prohibited for distribution either inside of the Facility or on the Grounds.

#### **Alcohol Policy**

- Caterers using the Facility or Grounds must have a catering/liquor license or apply for a temporary license from TABC in order to sell alcoholic beverages on premises. Groups not wishing to use caterers may bring their own alcohol; however, no alcohol may be sold without a valid license and a licensed bartender in attendance. Alcohol will not be served or consumed until officers are on site. **Alcohol will not be served to or consumed by minors.**

#### **Animals**

- No animals or pets will be allowed in the Facility except as a necessary part of a regularly scheduled event, stage performance or act. If animals or pets are to be part of a regularly scheduled event, stage performance or act, an additional deposit will be required.

#### **Balloons**

- All balloons are prohibited within the Facility for the following reasons:
  - Balloons cause a public safety hazard when they rise to the ceiling and into the lighting and/or electrical system.

#### **Building Disfiguration**

- No holes may be drilled, cored or punched in the building. Painting is prohibited anywhere on premises. In any instance where there is risk of damage to carpeting, a protective coating, such as plastic, must be used. Nothing is to be taped to the windows or window mullions, walls, doors, columns, stair rails, etc. Lessee is responsible for the repair of any damage or disfiguration to the Facility or Grounds, including parking areas.

#### **Catering Requirements**

- It shall be the responsibility of the Lessee to submit to the EMCID, in writing, a list of the service contractors the Lessee intends on using no later than 30 days prior to the event. All contractors must be properly licensed and permitted before they can enter the Facility or Grounds.

#### **Cleaning**

- Lessee shall leave the Facility and Grounds in the same clean condition in which it took possession. All trash shall be removed immediately after the event to the outside dumpster. No waste will be permitted anywhere on the Premises except in the dumpster. **It is the responsibility of the Lessee to see that any and all trash is removed to the dumpster.** Any cleaning performed by the EMCID over and above the agreed upon janitorial services will be taken out of the deposit at the rate of \$25.00 per hour.
  - Kitchen – If kitchen facility is to be used, it is the responsibility of the Lessee to see that the kitchen is left in the same clean condition as it was before the event. The hired janitorial service will clean the kitchen floor only. All other necessary cleaning in the kitchen is the responsibility of the Lessee. Any additional cleaning that is necessary will be taken out of the deposit at the rate of \$25.00 per hour.

#### Decorations

- The only candles that are acceptable for use in the Facility are drip-less tapers that are in a **metal casing**. These candles must be on a base sufficient in size that candle wax will not drip on floor.
- No glitter, confetti, small beads, rice, bird seed, etc. may be used on the Premises. Bubbles may only be used outside of the building.
- Fresh flower petals or fresh individual leaves are prohibited.
- Decorations of any kind on walls, columns, or windows in the Facility area are **prohibited**. Tape of any type may not be used on the facility infrastructure.
- The use of any type of smoke machines in the Facility area is **prohibited**.
- Matches, sparklers and/or fireworks of any kind are **prohibited** on the premises.
- If you choose to iron items such as tablecloths, please bring an ironing board. Ironing on tabletops is strictly **prohibited**.

#### Electrical Equipment

- All electrical equipment must be U.L. approved. Accessibility to equipment rooms and utility boxes is prohibited without authorization from a Facility official.

#### Exit Doors

- All exit doors must remain unlocked during all event hours. The double doors between the classroom wing of Lone Star College – EMCID and the atrium are to remain unlocked from 8:00 a.m. to 5:00 p.m. Monday through Friday. The double doors between the classroom wing and the atrium are to remain locked before 8:00 a.m. and after 5:00 p.m. unless prior arrangements have been made with the EMCID for use of the restrooms in the classroom wing.

#### Lights

- All emergency lights will remain on at all times. **NO EXCEPTIONS.**

#### Restrooms

- The restrooms in the classroom wing will be used by the other building occupants. Nothing is to be taped or tacked to the stalls, walls and ceiling. No alterations in furnishings or addition of signage will be accepted in the restrooms unless approved by the EMCID.

#### Parking Lot, Sidewalks, Service Ways and Loading areas

- The parking lot may not be used for commercial exhibits, displays, promotions etc. without the express written consent from the EMCID. Returning the parking lot area in a clean condition after an event is the responsibility of the Lessee. Any necessary cleaning to be performed by the EMCID personnel will be at the rate of \$25.00 per hour.
- Sidewalks, service ways, and loading areas adjacent to the Premises must be kept clean and unobstructed.
- Permanent parking of vehicles at the Premises is prohibited.

#### Security

- All security used on Premises will be on a contract basis through the EMCID and will be the responsibility of the Lessee. Any event serving or consuming alcoholic beverages is required to have a minimum of two (2) uniformed officers on duty during the event. *The Authorized Representative reserves the right to determine the numbers of officers needed for each event.* No alcohol will be served or consumed until officers are on site. **\*See alcohol policy.**

#### Smoking

- The building is a smoke-free facility; smoking is prohibited. Smoking will not be permitted outside an entry. A designated smoking area is located east of the main entrance of the Facility.

#### Swimming

- No swimming, wading, etc. is allowed in the fountain or lake area.

#### Tables and Chairs

- Once the tables and chairs are brought out of storage for you to set up for the event, there are to be no changes in the number of tables and/or chairs that you can request. Changes to the number of tables and/or chairs that are needed for the event must be made at least one week prior.

**Common Areas**

- Use of atrium space while EMCID is holding an event in the building is typically not permitted.

**Outside Area**

- The outside area (“Grounds”) of the Facility located on the north end of building (near flag poles) is available for use upon request from the EMCID. There will be no charge for use of the Grounds, but a deposit of \$250.00 will be required. (*This area could be used for a small outdoor wedding, etc.*) Any access to the inside of the Facility would be charged at the Scheduled Rates.

**Release and Indemnity**

Lessee agrees that it will protect, indemnify and hold and save the EMCID harmless of, from and against all claims, demands, actions, damages, loss, cost, liabilities, expenses and judgments recovered from or asserted against the EMCID on account of injury or damage to person or property to the extent that any such damage or injury may be incident to, arise out of, or be caused, either proximately or remotely, wholly or in part, by an act, omission, negligence or misconduct on the part of Lessee or any of its agents, servants, employees, contractors, patrons, guests, licensees or invitee or of any other person entering upon the Premises with the express or implied invitation or permission of Lessee, or when any such injury or damage is the result, proximate or remote, of the violation by Lessee or any of its agents, servants, employees, contractors, patrons, guests, licensees or invitee of the Premises. Such indemnification of the EMCID by Lessee shall be effective unless such damage or injury may result from the sole negligence, gross negligence or willful misconduct of the EMCID. Lessee covenants and agrees that in case the EMCID shall be made a party to any litigation commenced by or against the Lessee or relating to this agreement or to the Premises, then Lessee shall and will pay all cost and expenses, including reasonable attorney’s fees and court cost, incurred by or imposed upon the EMCID by virtue of any such litigation.

**LICENSE AGREEMENT**

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by the East Montgomery County Improvement District (“Licensor”), and \_\_\_\_\_ (“Licensee”).

1. Licensor is the owner of the East Montgomery County Improvement District Office and Education Complex at 21575 U.S. Highway 59 North, New Caney, Texas (the “Facility”) and surrounding property (“Grounds”) (Facility and Grounds sometimes collectively referred to herein as “Premises”); and
2. Licensee desires to exercise certain rights and privileges at the [Facility] [and] [Grounds];  
NOW THEREFORE, it is agreed as follows:

1. **Licensee:** Licensee shall have the right to occupy the [following rooms at the Facility] [and] [Grounds] in consideration of the price and upon the terms shown in the Schedule of Rates attached as Exhibit A, all in accordance with the Rules and Regulations contained on the attached Exhibit B.

Rooms: \_\_\_\_\_ Grounds: [yes] [no]  
Hours: \_\_\_\_\_

Total License Fee: \$ \_\_\_\_\_, which shall be paid 50% upon execution of this agreement. The balance is due seven (7) days prior to the Event.

2. **‘As-Is, Where-Is’ Basis:** Licensee acknowledges that it has inspected the [Facility] [and] [Grounds], or portion it contracts to occupy, and accepts the [Facility] [and] [Grounds] in [its] [their] present condition without warranty by Licensor of any kind. This includes any construction in or around the [Facility] [and] [Grounds].
3. **Use:** Licensee represents that it will use the [Facility rooms] [and] [Grounds] described herein solely for the following purpose: \_\_\_\_\_  
(the “Event”) on the following date(s) \_\_\_\_\_.
4. **Additional Time:** Licensee agrees that, in the event its invitees occupy the [rooms of the Facility] [and] [Grounds] during any hour other than as set forth in Paragraph 1, it shall pay the same rate for such space during the additional time as set forth on Exhibit A. Additional time shall be not less than one full hour for any portion of an hour used.
5. **Deposit:** Licensee shall pay a deposit of \$ \_\_\_\_\_ to cover the cost of any repair, removal, replacement, additional janitorial or additional time.
6. **Release and Indemnity:** Licensee shall be responsible for any physical damage to or alteration of the Facility and Grounds, including furnishings and fixtures, and all personal injury or death arising in any manner from use of the Facility and Grounds that is caused by the negligent or intentional acts of Licensee, its employees, representatives or invitees. Licensee expressly releases Licensor for personal injury or death arising from Licensor’s own negligence at the Facility and Grounds or that of its employees, agents or representatives.  
**LICENSEE SHALL AND DOES HEREBY AGREE TO RELEASE AND INDEMNIFY AND HOLD HARMLESS LICENSOR, ITS AGENTS, EMPLOYEES, OFFICERS, DIRECTORS AND CONTRACTORS, FROM AND AGAINST, ANY AND ALL LOSS, COST, DAMAGE, EXPENSE OR LIABILITY, INCLUDING BY NOT LIMITED TO ATTORNEYS’ FEES, PERSONAL INJURY OR DEATH, WHICH ARISES, DIRECTLY OR INDIRECTLY OUT OF THE USE OF THE FACILITY AND GROUNDS BY LICENSEE, ITS EMPLOYEES, AGENTS, CONTRACTORS OR INVITEES, INCLUDING ANY INJURY OR DEATH ARISING OUT OF THE NEGLIGENCE OF LICENSOR, OR ANY PARTY ACTING ON ITS BEHALF.**

7. **Insurance:** Unless waived in writing by Licensor, Licensee shall maintain during the period covered by this License, Commercial General Liability Insurance for property damage, bodily injury or death of not less than \$500,000.00 per occurrence, and \$500,000.00 aggregate, which insurance shall include Blanket Contractual Liability coverage which insures contractual liability under the indemnification of Licensor by Licensee.  
**Waived by EMCID:**
8. **Alterations:** Licensee shall not make, cause or permit any change or alteration to any portion of the Facility or Grounds, interior, exterior or furnishings, nor affix any personal property or sign on the Facility or Grounds. Licensee shall be liable for any and all repair or replacement caused by any such alteration or damage.
9. **Surrender of Facility:** Licensee agrees to surrender the portion of the Facility and Grounds occupied by it in broom-clean condition, excepting ordinary wear and tear.
10. **Security and Staffing:** Licensee agrees to provide adequate staffing and security for the Event. Licensor agrees to provide ( ) security personnel for the Event, which security Licensee agrees is sufficient for the Event. Licensee shall compensate Licensor \$\_\_\_\_\_ per security personnel provided. Licensor reserves the right to provide additional security for any Event, at its sole option and the expense of the Licensee. Licensor reserves the right to remove any person that, in its sole opinion, is dangerous, abusive, or inebriated.
11. **Utilities:** Licensor will provide to the portion of the Facility and Grounds occupied by Licensee all normal lighting, electricity, water, sewer, air conditioning, heating and ventilation.
13. **Concessions, Catering and Alcohol:** Licensor reserves the exclusive right to offer food, beverages or merchandise for sale, or otherwise provide catering, at the Event. In the event Licensor waives these rights, Licensee may use an approved outside caterer, provided such caterer executes a written agreement with Licensor upon Licensor's request. Licensee \_\_\_shall \_\_\_ shall not have the right to cause the service or sale of alcohol at the Event. Licensee shall provide a copy of all necessary licenses and permits for the service or sale of alcohol at the Event. No alcohol will be served or consumed until officers are on site. **Licensor agrees that it will not permit the consumption of alcohol in or on the Facility and Grounds by minors, and will INDEMNIFY AND HOLD HARMLESS, in accordance with the provisions of Section 6 hereof, Licensor for any loss, damage or liability of any kind whatsoever that may arise out of, as a consequence of, or related in any way whatsoever to consumption of alcohol by a minor at the Facility and Grounds.**  
**Caterer Written Agreement - Waived by EMCID:**
14. **Property Left by Licensee or Invitees:** Licensor shall have the right, but not the obligation, to remove and store any property left in the Facility and Grounds following the Event.

LICENSOR:

East Montgomery County Improvement District

By: \_\_\_\_\_, Authorized Representative

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LICENSEE:

By: \_\_\_\_\_, Authorized Representative