



**RITCH WHEELER**  
**COMMISSIONER, PRECINCT 3**  
**MONTGOMERY COUNTY**

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## **FACILITY USE AGREEMENT**

### **USER & EVENT DETAILS**

NAME OR ORGANIZATION: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_ ALT. NAME/ NUMBER: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ TITLE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

**RENTAL DATE:** \_\_\_\_\_ **RENTAL TIME:** 4pm – 11pm

ARE YOU A NON-PROFIT: \_\_\_\_\_ ESTIMATE NUMBER OF ATTENDEES: \_\_\_\_\_

TYPE OF EVENT: \_\_\_\_\_

### **FACILITY RENTAL RULES & REGULATIONS**

The following rules have been compiled to protect County property and to provide a clean and healthy environment for you and your guests. Your cooperation in observing the rules is appreciated. Failure to comply might subject you to liabilities including forfeiture of deposit, loss of future rentals, and possible criminal charges. When you use County property, you are, by law, liable for any damage beyond normal wear to the building, furniture, and/or equipment.

1. **No alcoholic beverages are to be served, sold, or consumed on premises.** \_\_\_\_ Initial.
2. No smoking inside or within 25ft of the exterior doorways.
3. Montgomery County Precinct 3 is not responsible for any property left behind.
4. No fog machines, smoke machines, or foam producing machines are allowed on premises.
5. Open flames of any kind either inside or outside of the Community Center is strictly prohibited. This includes, but is not limited to metal fire pits, charcoal, and/or gas cooking grills.
6. Live music is allowed, but please be respectful of others that may be enjoying the Nature

- Preserve and the residents of the adjacent neighborhood.
7. Rental keys must be picked up **by 2:00 p.m. on the day of your rental** and returned within two business days. **The key for Saturday rentals must be picked up by Friday at 2:00 p.m. the week of your event.** The User Agreement signee and their designated additional authorized contacts are the only people allowed to pick up the rental key. Staff may ask for ID during key pick up.
  8. All lights must be turned off before leaving.
  9. **Rental DOES NOT include use of the Nature Center lobby.**
  10. The collecting of monies or exchange of services for profit is strictly prohibited.

11. DO NOT enter the building before your scheduled reservation, and you must be out of the building on time.
12. No defacing of walls, floors, or any other part of the building, parking lot or other property with any of the following:
  - a. Paint (including powder paints)
  - b. Markers
  - c. Tape
  - d. Staples
  - e. Nails
  - f. Push pins or tacks
  - g. Glue or sticky adhesive (including command strips)
  - h. Glitter
13. **The front gate automatically CLOSES at 10:00pm.** However, it can still be opened from the inside for those leaving. Simply pull up to the gate and wait for it to open. If you are expecting guests after 10:00 PM, you must make arrangements for someone to drive down to the gate and open it for them.
14. Report any damage upon arrival to the rented building or room by leaving a message at 936-522-9356. Please leave a message with your name, rental location, as well as a detailed description of the damage. Damages must be reported at the beginning of the rental shift.
15. Please be mindful that this is a nature preserve. No outdoor activities that create litter are permitted. Examples include water balloons, piñatas, balloon releases, colored powder, and/or any other materials that cannot be fully cleaned up.
16. Cancellations must be given at least two weeks prior to the rental date, or you will still be charged the reservation fee. Cancellations or date changes must be made in writing via email to the Facility Representative.
17. Rental fee will be paid in the form of a **money order** made out to **Montgomery County Precinct 3**. The rental fee is paid when the user picks up the room key prior to rental.
18. **Per the User Agreement, the premises are to be CLEANED before User vacates premises, in a manner acceptable to the Community Facilities Representative.**
19. Trash cans must be emptied before leaving; replace trash can liners. This includes restroom trash cans. Renter must place all trash inside the dumpster located in the parking lot.

**AGREEMENT & SIGNATURE**

I have read, understand, and agree to these rules and further agree that violation of any of these can result in forfeiting my deposit, civil action by the County, or the decision by management that I will no longer be allowed to rent a community center in this precinct.

Signed and executed this \_\_\_\_\_ day of \_\_\_\_\_

X \_\_\_\_\_  
Applicant or Authorized Designee

X \_\_\_\_\_  
Facilities Coordinator or Designee

**BELOW FOR OFFICE USE ONLY**

Rental Fee Amount: \_\_\_\_\_  
Date Fee Tendered: \_\_\_\_\_  
Money Order # \_\_\_\_\_  
Fee Receipt #: \_\_\_\_\_

Key number issued: \_\_\_\_\_  
Date Key Issued: \_\_\_\_\_  
Date Key Returned: \_\_\_\_\_  
Building Inspected: \_\_\_\_\_



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MONTGOMERY COUNTY**

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This agreement is entered into by and between Montgomery County, Texas, ("County"), a political Subdivision of the State of Texas acting by and through its Commissioners Court, and \_\_\_\_\_ ("User").

WHEREAS, User is a \_\_\_\_\_ (group) which desires to use the following described space: Spring Creek Community Center (the premises), for the purpose specifically stated on the Client/Rental Information Sheet. NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements set forth herein, County and User agree as follows:

I

This Agreement shall be for use of the premises on \_\_\_\_\_ (or attach list for multiple dates), from 4:00pm through 11:00pm subject to earlier termination by either party. This agreement automatically expires at the end of said term.

II

User shall not use any part of the premises for any purpose other than the purposes stated here nor shall User use any part of the premises for any purpose in violation of any law, statute, ordinance, or any other rule, regulation of the United States, State of Texas, Montgomery County, or any other municipality or political subdivision. Users shall comply with the Rules and Regulations for Use of Community Centers in Montgomery County, Texas, which is attached hereto as Attachment "A" and incorporated herein for all purposes. The County or its representative may terminate this Agreement immediately upon discovery of any violation of the terms hereunder by User.

III

This agreement shall be administered on behalf of the County by the Community Facilities Coordinator for Commissioner Precinct 3. All notices and communications with the County regarding this Agreement shall be directed to the Community Facilities Coordinator. The Community Facilities Coordinator reserves the right to transfer rooms or facilities due to emergencies, elections, or any other circumstances that the coordinator deems necessary.

IV

Users shall pay the County a use fee of \$300.00 for each use of the premises. Additional charges may incur for failure to comply with all building rules, to repair damages resulting from User's use of premises, and/or for any amounts that may be owed by User for utility services provided to User for use of the premises.

**USER SHALL INDEMNIFY THE COURT AND HOLD THE COUNTY HARMLESS FOR ANY INJURY, CLAIM OR PROPERTY DAMAGE, OR LOSS SUFFERED BY ANY PARTY AS A RESULT OF USER'S USE OF THE PREMISES.**

V

This instrument contains the entire agreement of the parties. No other writing or oral representation shall apply to expand, limit, or modify this agreement.

Signed and executed this day \_\_\_\_\_ of, \_\_\_\_\_

User

Montgomery County, Texas

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Facility Coordinator/Representative  
Montgomery County Commissioner PCT 3

\_\_\_\_\_  
Printed Name