

CHARTERWOOD MUNICIPAL UTILITY DISTRICT
ADMINISTRATION BUILDING AND GROUNDS RENTAL POLICIES AND PROCEDURES

The Board of Directors of Charterwood Municipal Utility District (the “District”) has adopted the following Rental Policies and Procedures to allow use of the Administration Building, including use of the immediately surrounding land owned by the District, but not including the use of the Boardroom (collectively, the “Facilities”), 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.

The use of the Facilities requires a Contract, Indemnification Agreement, and Administration Building and Grounds Rental Application Form. Contracts and Administration Building and Grounds Rental Application Forms are issued in accordance with the policies outlined below, as established by the District’s Board of Directors. The Administration Building and Grounds Rental Application Form (the “Rental Application”), which authorizes the rental of the Facilities, may be revoked for violation of these policies. Permission to use the Facilities is granted subject to the observance of these regulations by the renter and anyone else using the Facilities in connection with the renter. Usage permission may be revoked for violation of these regulations either during the use of the Facilities or any portion thereof, or prior to the use of the Facilities, or after the use of the Facilities.

1. Permitted Renters. Residents of the District who are in good standing with the District and qualified non-residents may reserve the Administration Building. 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 renting on behalf of groups or organizations that are controversial in nature, or may cause unrest in the surrounding community, will not be approved.
2. Reservations. Requests for reservations must be made by calling the designated District representative PRMI at Telephone: 281-257-3375 at least fourteen (14) calendar days before the date desired for rental. Reservations will be made on a first come, first serve basis. No reservation will be held until the required security deposit is made by cashier’s check or money order. Reservations shall not imply or constitute proprietary rights or benefits to any renter.
3. Rental Application. A completed and signed Rental Application (attached hereto as **Exhibit “B”**) and the appropriate security deposit are required to secure a reservation. The Rental Application must be signed by an individual over eighteen (18) years of age who agrees to be ultimately responsible for the proper use of the facilities used and to be present at all times during the use of the facilities. The renter must have their Rental Application with them at the Facilities during the renter’s use of the Facilities.
4. Reservation Changes/Cancellations. In the event an applicant desires to change or cancel a reservation, the applicant shall provide notice to the designated District representative PRMI at Telephone: 281-257-3375. Requests for changes shall be made if space is available. Fees for changes and cancellations shall be applied as set forth on **Exhibit “A”** attached hereto, and the District shall refund any security deposit paid by the applicant within fifteen (15) calendar days after receipt of written notice of cancellation. All cancellations must be made prior to 5:00 p.m. the day before the event, otherwise the rental fee may be subject to forfeiture.
5. Hours. Regular rental hours will fall within the following hours:

Sunday – Thursday 9:00 a.m. to 10:00 p.m.

Friday – Saturday 9:00 a.m. to 12:00 a.m.

Any exceptions shall be requested in writing and must be approved by the Board of Directors.
6. Subletting. Subletting is strictly prohibited. The user (applicant) shall not under any circumstances allow any group or individual other than those listed on the application to use the facilities during the user’s term or occupancy. Violation of this requirement will result in forfeiture of the security deposit.

7. Maximum Occupancy. The number of people allowed to occupy the Administration Building at any given time shall not exceed one hundred (100).
8. Board Room Use. The District's board room and board room chairs are not to be used by anyone other than the District's employees, consultants or Board of Directors, except by written special request and approval by the Board of Directors.
9. Kitchen Use. Use of the kitchen of the Administration Building is not allowed by any person younger than fifteen (15) years of age, and any person fifteen (15) years or age is permitted only when supervised by an accompanying adult.
10. 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. Children shall not be allowed to roam unsupervised throughout the Facilities, including the surrounding grounds, nor to alter any landscaping throughout the Facilities/grounds.
11. Condition of Facilities. All users are responsible for returning the facilities in total including restrooms, kitchen, banquet room, and parking lot to the same condition they were in prior to the user's occupancy and use. All users are responsible for the conduct of themselves and their guests at all times. Any costs incurred by the District to clean or repair the facilities to the District's satisfaction, as determined in the District's sole discretion, will be deducted from the deposit. Damages exceeding the amount of the security deposit will be billed directly to the applicant who rented the building. Any amounts remaining unpaid by the user may result in termination of District services and a lien against the user's property in accordance with Section XVIIIID of the District's Rate Order as may be amended from time to time. _____ (Initials)
12. Facilities Clean UP Fee and Procedures. A fully stocked janitor closet is located in the hall of the foyer and is accessible with the key issued to you. The rental fee includes a routine clean-up fee. This fee does not include damage done to the Administration Building or excessive clean-up. Garbage or debris must be bagged and left in containers outside by the rear kitchen door. All trash containers are to be relined. Recycling items are to be placed in the appropriate recycling bin. If excessive clean-up is needed, the Building Manager will note this on the Cleanup Checklist (attached hereto as "**Exhibit "D"**")
13. All decorations and catering equipment must be removed and taken away and all trash must be placed in the trash receptacles. The kitchen equipment is available for use during the rental and must be cleaned by the renter. Renter must remove all food and beverage items from the building. Any food, beverage or any other items left in the building will be immediately disposed of.
14. Open Flames. Fog machines or open flames, including candles and fireworks are not permitted at any Facilities.
15. Outdoor Barbeques. Outdoor barbeques are only permitted when pre-authorized by the Board of Directors. At no time shall any propane or other fuel driven appliance be used inside the building.
16. Food Trucks. Food trucks may be permitted by discretion of the board. 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. 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.
17. Smoking. The Facilities are non-smoking and smoking is prohibited within thirty (30) feet of the front door of the Administration Building; however, smoking is permitted on the back porch of the Building.
18. 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 novelty recreational structure shall **NOT** be **ALLOWED**.

19. Wine and Punch. The use of red wine and red punch is discouraged as such use causes the renter to incur a loss of the security deposit if stains occur from such use.
20. Glass Containers. No glass containers are allowed outside of the Facilities, but may be used on the back porch of the Administration Building.
21. Animals. Except for sensory assistance animals, no animals are permitted inside the Administration Building.
22. Noise-Levels/Nuisance. Users shall not use the facilities in such a manner as to disturb other users or residents in the vicinity of the facilities. After 9:00 p.m., events at the Administration Building must be confined to the interior area of the facility. The doors will remain closed and noise must be held to a minimum in order to cause no nuisance to nearby residents.
23. Firearms Prohibited. Firearms of any type are prohibited inside any District building, including the related grounds thereof.
24. Monthly Reservation Limit. No household or organization may reserve the Administration Building more than twice a month unless approved by the Board.
25. Decorations. Users agree and understand they may not affix anything (including but not limited to posters, signs, banners, pins, nails, staples, or tacks and the like) on the interior walls of the facility. No banners or signs may be placed on the exterior walls of the facility. The use of confetti, rice and glitter is strictly prohibited.
26. No Unlawful Use. The facility is not to be used for any purpose which violates any State law, local or county ordinance or regulation, or administrative rule.
27. Fee Schedule. The Schedule of Fees, including appropriate security deposits, established by the District is attached hereto as **Exhibit "A"**.
28. Security. The Schedule of Fees does not cover costs associated with security, if required or alcohol is served. The costs for state-licensed peace officers must be paid in cash to **PRIOR TO AND AT** the event. Two officers at \$35 each/ per hour are required for any event (minimum 4hrs) with any alcohol involved. For holidays or holiday eve's, the constable rate is based on the current rate plus 57.15%. Security officers are required for any event alcohol is served and if are not paid in advance, the event will not be allowed to begin and the rental fee will not be returned. A key and code will be issued to you prior to the event. The rear doors are to remain unlocked during your event for your safety.
29. Alcoholic Beverages. The use of alcoholic beverages is by written permission only and must be requested at the time the Rental Application is submitted. The District reserves the right to place restrictions 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. Open containers are not permitted to be carried out of the facilities. Two state licensed peace officers provided by the MUD will be present at every event involving alcohol and running at least 4 hours at the renter's expense.
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 property or as a result of alcohol being available on the district's property shall be the sole responsibility of the organization or individual renting the facility.
30. 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 Facilities or any portion thereof.
31. Damage to and Loss of Property. Renters 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 first against the renter's security deposit. If such charges exceed the security deposit, the renter will be billed the remainder amount. In addition, the District shall have the right to cancel any additional existing reservations by the renter and to reject any further applications from the renter until all charges have been paid.

32. Exceptions to Restrictions. Any exceptions a renter desires to make to the rules and restrictions provided herein are subject to approval by the Board of Directors.
33. Rules Subject to Change. All rules, regulations, and restrictions as set forth herein are subject to change by the Board of Directors.
34. Audio/Visual System. Use of the audio/visual system is available for use subject to prior approval by the Board of Directors

EXHIBIT "A"

CHARTERWOOD MUNICIPAL UTILITY DISTRICT FACILITIES FEE SCHEDULE

| BUILDING RENTAL DESCRIPTION | FEES | DUE |
|--|--|-------------------------------------|
| Private or Recreational Use by Resident <i>(parties, receptions, family reunions, social gatherings)</i> | \$150.00 for three hours (minimum required) \$50.00 per hour after plus \$250.00 deposit Conference Room \$25.00 per hour plus \$50.00 deposit | 14 calendar days prior to the event |
| Private or Recreational Use by Non-Resident <i>(parties, receptions, family reunions, social gatherings)</i> | \$210.00 for three hours (minimum required) \$70.00 per hour after plus \$250.00 deposit | 14 calendar days prior to the event |
| Business or Commercial Use by Resident <i>(Mary Kay, Avon, Creative Memories or any commercial business located in the District)</i> | \$60.00/hr plus \$250.00 deposit | 14 calendar days prior to the event |
| Business or Commercial Use by Non-Resident <i>(Mary Kay, Avon, Creative Memories or any commercial business located in the District)</i> | \$100/hr plus \$300.00 deposit (minimum 2 hours) | 14 calendar days prior to the event |
| | <p align="center">Left Intentionally Blank</p> | |
| Changes & Cancellation Charges | Prior to 30 Days = 100% (deposit returned) 14 calendar days to 1 month = 75% deposit returned Within 14 calendar days = Rental fees, deposit and security fees forfeited | |
| Past Reserved Time | \$30.00 per ½ hour over reserved time for residents \$40.00 per ½ hour over reserved time for non- residents | Deducted from deposit |

| | | |
|--|--|--|
| Holiday Rentals (Easter Sunday, Memorial Day, July 4, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve and New Year's Day. | Requires Board of Director approval. Rate to be determined. | |
|--|--|--|

EXHIBIT "B"

CHARTERWOOD MUNICIPAL UTILITY DISTRICT RENTAL APPLICATION FORM

I/We _____ hereby make application for rental of the Charterwood Municipal Utility District Administration Building.

Date(s) Requested: _____

Number of people attending: _____ Time: _____ - _____

Name of Organization (if applicable): _____

Nature of Use (circle one): Private/Social Business/Commercial Non-Profit

District Resident (circle one): Yes No

Activity to be held at the building: _____

Use of audio equipment (circle one): Yes No

Use of tables (circle one): Yes No if yes, how many? _____

Use of chairs (circle one): Yes No if yes, how many? _____

Contact Person: _____

Street Address: _____

City/State: _____ Zip: _____

Home Phone: () _____ Work Phone: () _____

Cell: () _____ Email: _____

I acknowledge that I have read and understand the Administration Building and Grounds Rental Policies and Procedures attached and agree to the terms and conditions and charges set forth therein. _____

I intend to have alcohol consumed at the event at the Administration Building and will request Charterwood MUD to engage a state-licensed peace officer for the event. I agree that I will be responsible for payment of said officer. _____ (sign if applicable)

I further release and hold harmless Charterwood Municipal Utility District 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.

NO SMOKING inside the Administration building is allowed.

NO ANIMALS (except sensory assistance animals) are permitted in the Administration Building.

ACCEPTED AND AGREED: _____ Date: _____

Print Name: _____

EXHIBIT "C"

**CHARTERWOOD MUNICIPAL UTILITY DISTRICT ADMINISTRATION BUILDING
INDEMNIFICATION FORM**

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 Charterwood Municipal Utility District Administration Building and Grounds Rental Policies and Procedures for the use of the facilities (the "Facility Use Agreement"). In consideration for me or my organization's use of the facilities and/or property owned or operated by Charterwood 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, 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 facility.
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 facility.
4. In the event of a facility cancellation by the group/person, a charge will be deducted from fees and/or security deposit collected, as outlined in the Facility Use Agreement and Fees Schedule (attached thereto as **Exhibit "A"**).

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 thirty (30) feet of any entrance thereto, with the exception that smoking is permitted on the back porch of the facility.

[Remainder of page intentionally blank]

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 FACILITIES. 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 GOVERNINF THE USE OF THIS FACILITY AND WILL BE RESPONSIBLE FOR ANY DAMAGES TO THE FACILITY, FURNITURE, OR EQUIPMENT CAUSED BY OUR OCCUPANCY OF THE PREMISES.

NAME (Please print): _____

RENTER'S SIGNATURE: _____ DATE: _____

Organization: _____

Day Phone Number: _____ Night/Cell Phone Number: _____

Email: _____

EXHIBIT "D"

Clean-Up Checklist

After your event, you will need to make sure the building is cleaned and in good condition. We will be checking [A1]this list when we survey the building after your event. If the building 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.

1. ___ Is the banquet room clean?
2. ___ Are the tables wiped down and clean?
3. ___ If used, are the conference rooms clean?
4. ___ If used, is the patio clean?
5. ___ Is the entrance/lobby clean?
6. ___ Is the ladies' bathroom clean?
7. ___ Is the men's bathroom clean?
8. ___ Is the kitchen clean?
9. ___ Are the trash cans relined?
10. ___ Is the parking lot clear of any litter?
11. ___ Are the grounds beyond the patio clean of papers, bottles, other garbage?
11. ___ Is the storage closet locked?
12. ___ Are the back doors locked?
13. ___ Are the trash cans emptied and placed in outside trash bins? (By the rear kitchen door).
14. ___ Is the alarm system armed?
15. ___ Are both front doors latched and locked?
16. ___ Did you leave ANY glitter or confetti anywhere?

Please return Charterwood Building Key to:

Murr Incorporated

11803 Grant Rd, Ste. 208

Cypress, Tx. 77429

Ph. (281) 257-3375