

Policies and Rules for Use of the
Bridgestone Municipal Utility District
Operations and Water Education Center
Amended July 5, 2022

1. *Bridgestone Municipal Utility District (the "District") and the District's Board of Directors (the "Board") shall not be responsible for injuries or loss of property on the premises sustained by guests or others attending a function at the District's Operations and Water Education (the "Facility").*
2. Any person or organization (the "Applicant") seeking the use of the Facility must complete an application and provide a deposit at the time the application is made.
3. The District reserves the right to approve or disapprove any application for use of the Facility for any reason.
4. Any District business or meetings shall take precedence over any approvals or authorization to use the Facility; provided, however, the District will use its best efforts to avoid conflicts with any previously scheduled use.
5. Building capacity shall not exceed the limit as set by the fire marshal.
6. Keys and/or access cards shall be provided only to those persons authorized by the District.
7. Any damage discovered by Applicant upon arrival must be reported immediately to the District's General Manager, Ron Schkade at 713-929-6756. The Building Manager may be changed by the board.
8. Following Applicant's use of the Facility, if the District is required to take any action to restore the Facility to the same condition as it existed prior to Applicant's use (e.g. cleaning, repairing damage, etc.), Applicant shall reimburse the District for any and all costs related to or resulting from such action. Any condition discovered or occurring after the Applicant begins to occupy any part of the Facility, or discovered prior to another Applicant using such space, shall be the Applicant's responsibility.
9. Use of decorations in or on the Facility is limited to fire-proof materials and should be erected and removed in a manner that is not destructive to the Facility. Use of open flames is prohibited, this does not apply to small candles on cakes. Use of any paints, cleaners, waxes or other materials on floors or other parts of the Facility is strictly prohibited unless specific written approval is obtained. Neither furniture nor equipment may be removed from the Facility.
10. Security services by at least two (2) licensed peace officers are required if alcohol is being served at an event being held at the Facility. Security can be provided by Harris County Precinct 4 Constables, paid directly to the Constables, or Applicant may hire

other licensed peace officers. If Applicant is using peace officers other than Harris County Constables, contact information and evidence of licensing must be provided to the District prior to the event.

11. Hours for use of the Facility are as follows and must be strictly adhered to: 8:00 a.m. until 11:00 p.m., daily.

Cleanliness

1. The Facility must be left clean or cleaner than it was prior to the Applicant's use. Brooms, dust pans, mops and other cleaning supplies are provided for the Applicant's use.
2. The floor must be swept with the dust mop or broom after each function.
3. All garbage and waste materials must be placed in bags and taken to the onsite dumpster for disposal when the function has ended and the cleaning of the Facility is complete.
4. All waste must be removed from the Facility's bathrooms.
5. Cleaning charges in excess of any deposit may be assessed at the District's discretion.
6. Cigarette butts shall not be disposed of on the grounds of the Facility.

Prohibitions

1. Outside lights may be used only when necessary for outside activities.
2. The Facility's air conditioning and heating system must be returned to the default program setting when the function has ended.
3. No loud music shall be allowed outside the Facility after 9 p.m. Noise from within or around the building shall be controlled so as not to disturb the residents in the area.
4. Children under the age of 18 shall have adult supervision.
5. All fire exits must remain unlocked.
6. Smoking is prohibited inside the Facility.
7. The consumption of alcoholic beverages is prohibited within the Facility or on its premises, unless a waiver is granted in writing by the Building Manager at their sole discretion.
8. The offices and storage rooms within the Facility shall not be entered or used without the District's express written consent.

9. Contents in the refrigerator upon arrival are not for use by anyone other than the District, without the District's express written consent.

Elections

1. In the event the Facility is used for an election or a meeting of a candidate or political group, the District is not making any endorsements by allowing such use.
2. Candidates or political groups may use the Facility in accordance with the terms applicable to such use, unless the Facility is being used as a polling location for a public election at that time.
3. All local, state and federal laws relating to the conduct of elections and electioneering prohibitions shall be applicable to the Facility when in use a polling location for a public election.

Cost and Term

1. The current fee and deposit rate is attached as Exhibit "A". The amount of any fees or deposits is subject to change at any time without notice including the addition of any new fee or deposit.
2. The District may consider recurring or long-term arrangements with an Applicant upon request; provided, however, that any such Applicant shall be required to provide an insurance certificate evidencing a general liability insurance policy with at least a \$1 million per occurrence policy limit and naming the District as an additional insured.

Exhibit "A"

**Bridgestone Municipal Utility District
Operations and Water Education Center Rental Rates**

Room Type	Rental Fee (4 hours minimum)	Refundable Deposit	Total Payment Due at Booking	Room Rental per hour after 4 hours	Security Fee (min 2 officers for 4 hours)*
<u>Resident Non-Alcohol</u>					
1 Room only (no kitchen)	\$ 100.00	\$ 100.00	\$ 200.00	\$ 50.00	n/a
1 Room + Kitchen	\$ 250.00	\$ 100.00	\$ 350.00	\$ 75.00	n/a
2 Rooms only (no kitchen)	\$ 250.00	\$ 100.00	\$ 350.00	\$ 75.00	n/a
2 Rooms + Kitchen	\$ 250.00	\$ 100.00	\$ 350.00	\$ 75.00	n/a
3 Rooms + Kitchen	\$ 250.00	\$ 100.00	\$ 350.00	\$ 75.00	n/a
<u>Resident Alcohol Served</u>					
					Paid to Precinct 4 (if using Precinct 4 Constables)
1 Room only	\$ 250.00	\$ 100.00	\$ 350.00	\$ 75.00	\$ 80.00 per hour
1 Room + Kitchen	\$ 350.00	\$ 100.00	\$ 450.00	\$ 75.00	\$ 80.00 per hour
2 Rooms only	\$ 350.00	\$ 100.00	\$ 450.00	\$ 75.00	\$ 80.00 per hour
2 Rooms + Kitchen	\$ 350.00	\$ 100.00	\$ 450.00	\$ 75.00	\$ 80.00 per hour
3 Rooms + Kitchen	\$ 350.00	\$ 100.00	\$ 450.00	\$ 75.00	\$ 80.00 per hour
<u>HOA</u>					
Meeting Room No. 1 (two meetings a month)	no charge	no charge	n/a	n/a	n/a
Additional Meetings	Requires Board Approval				
<u>Governmental Entity</u>					
	Governmental Entity must serve the District				
1 Room only (no kitchen)	\$ 100.00	\$ 100.00	\$ 200.00	\$ 50.00	n/a
1 Room + Kitchen	\$ 250.00	\$ 100.00	\$ 350.00	\$ 75.00	n/a
2 Rooms only (no kitchen)	\$ 250.00	\$ 100.00	\$ 350.00	\$ 75.00	n/a
2 Rooms + Kitchen	\$ 250.00	\$ 100.00	\$ 350.00	\$ 75.00	n/a
3 Rooms + Kitchen	\$ 250.00	\$ 100.00	\$ 350.00	\$ 75.00	n/a

***Security Fee is paid up front separately from the room rental fee and deposit if using Precinct 4 for security services.**

Bridgestone Municipal Utility District
Application for Use of Operations and Water Education Center

Description of Function: _____

Date(s) of Function: _____ Time of Use: From: _____ To: _____

Name: _____

Address: _____

Home Phone: _____ Work Phone: _____

Name of Organization (if any): _____

Nature of Activities: _____

Number of Persons Expected in Attendance: _____

Applicant hereby agrees and undertakes to save and hold harmless Bridgestone Municipal Utility District (the "District") and its Board of Directors and agents from any and all claims for damages, personal and otherwise, that may arise out of use of said facilities, whether by a member or his/her organization or by other persons using or enjoying said facilities and without regard to whether or not on the part of the Applicant to the District or both. Applicant further agrees to indemnify the District against any claims brought against the District as the result, whether directly or indirectly, of Applicant's guests, invitees, or members use and/or enjoyment of the facilities, including without limitation, the consumption of alcoholic beverages on the premises or grounds of the facility. Applicant further acknowledges receipt of the "Policies and Rules for the Use of the Bridgestone Municipal Utility District Operations and Water Education Center" (the "Rules") and agrees to be bound by and observe same. Applicant further acknowledges they are paying the appropriate rental rates and security fee as shown on Exhibit "A" of the Rules (the "Fees"). Applicant is aware that violation of any of the Rules or failure to pay the Fees could result in Applicant forfeiting future use of said facilities. The District expressly reserves the right to cancel this agreement at any time, for any reason, whether or not such Rules are observed or violated.

Date

Applicant

Received Application on this _____ day of _____, 20____.

Representative of Bridgestone
Municipal Utility District