

FOREST OAKS SWIM AND RACQUET CLUB
OFFICE USE AGREEMENT AND APPLICATION

(June 9, 2004)

19023 Joanleigh
Spring, TEXAS 77388
281-353-0998

THE BOARD OF DIRECTORS OF HARRIS COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 110 ADOPTS THE FOLLOWING RULES FOR THE USE OF THE DISTRICT OFFICE LOCATED AT 19023 Joanleigh:

The office owned by Harris County Water Control and Improvement District No. 110 (the "District") may be used by residents of the District. Residents desiring to use the office must complete the attached application and agree to abide by these rules and regulations.

1. Any resident of the District making application to use the office must be at least 21 years of age and must be present during the entire function, The following activities are prohibited in the office:

- meetings, fund raisers, parties, etc. for organizations for profit such as investment groups, tupperware parties, cooking parties, or cosmetic parties.
- groups or meetings engaging in arts, crafts, painting or coloring, regardless of age or affiliation.

2. All applicants will be required to pay an office use fee and a deposit at the time application is made with the Office Manager. Use of office is subject to availability and applicant must coordinate schedule with the Office Manager. The amount of the office use fee and deposit to be paid will depend on the category of user as depicted in the table below.

<u>Type of User</u>	<u>Office Use Fee</u>	<u>Deposit</u>
Political Subdivisions of the State of Texas, and organizations created by Deed Restrictions located within the District Sports Organizations created under the Forest Oaks Swim and Racquet Club, and groups sponsored by a political subdivision for educational or emergency response purposes	\$10.00 per event or \$100 annual fee	No Deposit Required, however these Organizations agree to (i) pay cleaning costs if an outside cleaning service is brought in to clean after its event and/or (ii) for any damage to the District Facilities caused by Applicant
Club Members, Church Organizations, Women's Organizations and other Charitable Organizations [within the meaning of section 501(c)(3) of the Internal Revenue Code]	\$50.00	\$500.00
All Other Individuals and Groups	\$100.00	\$500.00

Applications may be mailed to the Office Manager, 19023 Joanleigh, Spring, Texas 77388. Applicant must provide seven (7) days notice of cancellation, otherwise Applicant will forfeit the office use fee.

3. After use of the office, the Office Manager will return to the Applicant within ten (10) business days following the function, the \$500.00 deposit, provided that the key to the office is returned, the facilities are cleaned and there is no damage to the office or surrounding grounds from Applicant's use. In the event the office or grounds are not cleaned or are damaged, the District will make the necessary repairs and/or clean the office and will deduct the cost of the cleaning/repairs plus a \$50.00 administrative fee from the deposit. If the cost of repairs exceeds the deposit, Applicant will be required to pay the balance.

4. Smoking in the office and surrounding grounds is prohibited. Illegal substances will not be permitted within the office or surrounding grounds, nor will a person who is legally intoxicated be allowed within the office. Loud or abusive language will not be permitted. Any person or persons not adhering to the above must be asked to leave the premises by the Applicant.

5. User of the office will require that Applicant employ a peace officer when alcoholic beverages are served, and any other cases, as required by the District, on a case by case basis. Applicant will notify Harris County Constable Precinct No. 4, 281-376-3472, of the date of the function. The peace officer will be required to remain on duty until the use of the office is concluded. Applicants will be responsible for hiring and paying the peace officer. The Office Manager may be contacted to assist Applicant with obtaining peace officers. If the Applicant intends to have alcohol at the function, a peace officer is required, no exceptions. The number of Peace Officers employed are determined by the number of people using the office as follows:

1 peace officer	0-25 people
2 peace officers	26-50 people
3 peace officers	51-75 people

6. The District has contracted with Harris County Precinct Four for services of peace officers within the District. The constables will be advised when persons have made application to use the office and will be requested to monitor activities in the office and surrounding grounds.

7. Applicants and their party must obey the rules for the use of the office. Applicants and their party will be ordered to leave the office and surrounding grounds if they fail to obey the rules and Applicant is subject to being denied future use of the office.

8. Applicant will be provided an access key to the office building. Applicant must obtain the key to the office from the Office Manager when practical prior to the function. If Applicant loses the key, the key is stolen or misplaced, the cost to replace the locks at the office will be applied against Applicants deposit. In the event the deposit does not cover the cost to replace the locks, Applicant will be required to pay the balance.

9. Applicants will not have access to the office later than 11:00 p.m., unless special arrangements are made. Respect will be shown for the tranquility of the surrounding homes and the safety of children playing in the neighborhood. No sounds shall be amplified outside the office or in the land adjacent to the office building.

10. Permission will not be granted for use of the inner office or conference room.

11. If any alterations or rearrangements are made to the furniture in the office, **all items must be returned to their prior location before Applicant vacates the office.**

12. The maximum number of persons allowed within the office building at any one time will be seventy-five (75) people. Consideration should be made to limit the number of vehicles due to the limited parking spaces available.

13. These rules and permission to use the office do not convey ownership or any permanent rights to any party other than the District. Any and all property within the office will remain the property of the District.

14. All refreshments, including soft drinks, food, coffee, etc. will be furnished by the Applicants. The consumption of any beverage from a glass container is prohibited outside the office on the office grounds. The consumption of any alcoholic beverage is prohibited outside the office on the office grounds.

15. These rules in no way obligate the District to provide access to the office for any entity, group, or organization. Every effort will be made to fulfill applications for use of the office, but circumstances may prevent the Board from fulfilling such commitments.

16. Use of decorations is limited to fireproof materials and shall be erected and removed in a manner not destructive to District property. Tape, tacks, staples, glue or other similar materials may not be used in erecting decorations. The use of open flames, other than candles, is prohibited.

17. Upon completion of Applicant's activity, Applicant shall:
- . empty all trash cans and remove trash from the premises.
 - . remove all Applicant supplied perishable foods and drinks with the seals broken from the refrigerator, the counters and cupboards.
 - . vacuum and clean all floor surfaces.
 - . clean all counter surfaces in the kitchen and bathrooms.
 - . make sure all toilets have been flushed and cleaned when leaving the office.
 - . turn off all lights.
 - . set the alarm.
 - . lock the door.
 - . return the key to the Office Manager following the event.

18. Applicants who plan to have minors present (persons under the age of 21) must supervise the minors throughout the entire period the office is used and there shall be at least one adult (person over the age of 21) present for every five (5) minors and the adult(s) shall also be present at all times.

19. All Applicants must complete the attached Application for use of the office. If a completed Application along with the required fee and deposit are not provided to the Office Manager, a person or entity shall not be allowed to use the office.

**APPLICATION FOR USE OF
FOREST OAKS SWIM AND RACQUET CLUB
19023 Joanleigh
281-353-0998**

Applicant: _____

Address: _____

Daytime Telephone: _____

Home Telephone: _____

FUNCTION TO BE CONDUCTED IN THE OFFICE: _____

Date Requested: _____

Hours of Use: _____

Number of Persons: _____

Security Required: _____

Key Provided: _____

Key Returned: _____

I, the undersigned Applicant, do hereby certify that I have read the Office Use Agreement and Application attached hereto and that I have been provided a copy of the Agreement. I understand the rules and conditions for the use of the office and I also understand that by using the office I consent to abide by the rules and conditions. I further agree to indemnify Harris County Water Control and Improvement District No. 110 (the "District") and the Office Manager for my use of the office as set forth below.

I AGREE TO RETURN THE KEY TO THE OFFICE MANAGER WITHIN 48 HOURS, THAT I WILL CLEAN THE FACILITIES AND RESTORE THE OFFICE TO THE CONDITION IT WAS IN PRIOR TO MY USE. I UNDERSTAND THAT IF THE OFFICE OR GROUNDS ARE NOT CLEANED OR ARE DAMAGED, THE DISTRICT WILL MAKE THE NECESSARY REPAIRS AND/OR CLEAN THE OFFICE AND WILL DEDUCT THE COST OF THE CLEANING/REPAIRS PLUS RETAIN THE \$50.00 ADMINISTRATIVE FEE FROM THE

DEPOSIT. IF THE COST OF REPAIRS EXCEEDS THE DEPOSIT, I UNDERSTAND I WILL BE REQUIRED TO PAY THE BALANCE.

IN CONSIDERATION FOR THE USE OF THE OFFICE OWNED BY THE DISTRICT, THE UNDERSIGNED APPLICANT ("APPLICANT") HEREBY AGREES TO INDEMNIFY, SAVE AND HOLD HARMLESS, AND DEFEND THE DISTRICT, ITS BOARD OF DIRECTORS AND THE OFFICE MANAGER, AND ALL THEIR AGENTS, REPRESENTATIVES, EMPLOYEES, AND CONSULTANTS FROM ANY AND ALL SUITS, ACTIONS, OR CLAIMS OF ANY CHARACTER, TYPE, BROUGHT OR MADE BY ANY PERSON OR ENTITY FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED OR ALLEGED TO HAVE BEEN RECEIVED OR SUSTAINED BY ANY PERSON OR ENTITY ARISING OUT OF OR RELATED TO OR OCCASIONED BY APPLICANT'S USE OF THE OFFICE OR SURROUNDING GROUNDS, WHETHER CAUSED BY THE SOLE NEGLIGENCE OF APPLICANT, THE SOLE NEGLIGENCE OF THE DISTRICT OR THE OFFICE MANAGER OR A COMBINATION THEREOF, OR THE NEGLIGENCE OF ANY OTHER PERSON OR ENTITY.

Signed this _____.

"APPLICANT"

Signed: _____

Print Name: _____