



Sent:

RENTAL:

DEPOSIT:

RENTAL CONTRACT FOR PCT 2 PARKS DEPARTMENT FACILITIES

LANDOLT PAVILION Date: **FRIDAY & SATURDAY & SUNDAY**
10/15/2010 10/16/2010 10/17/2010

Name of Park: CLEAR LAKE PARK 281-326-6539 Time: 11AM-9PM
Set Up @ 7AM
Hours Sunday -Saturday 7 am - 10 pm

LESSEE NAME: SPACE CENTER ROTARY rain out days
ADDRESS: 15810 HILLSIDE FALLS 29,30,31st oct.
CITY, STATE, ZIP: HOUSTON, TX 77062

CONTACT PERSON: JERROLD DEWEASE PHONE 281.488.4204
TYPE OF EVENT: SHRIMPOREE Number expected: 500

Rental Fee: \$0.00 Clean Up/ Damage Deposit \$500.00
Return contract by: 11/2/2009 or IT WILL BE CANCELLED

Rental fee and clean-up deposit must be Money Orders or Cashier's Checks, and must be separate checks. The rental check is made out to County Treasurer. The clean up deposit must have both County Treasurer and include the word OR put your name or Company name. Example: County Treasurer or ABC Organization.

You are requested to return this contract, signed along with the required rental fee, within two weeks. The rental fees collected the last week of the month may be dated the first of the following month, this will not affect the rental contract and fee. Park facilities are rented on a first-come basis and if your contract has not been received in this office within the specified time, your date will not be held. Please hold all deposits until 30 days prior to your event; no deposits will be taken before this time.

THE GENERAL SUPERINTENDENT OF PARK, AT HIS DISCRETION, MAY REQUIRE A CASHIER'S CHECK IN THE AMOUNT OF \$1000.00, MADE PAYABLE TO COUNTY TREASURER, FOR ANY PROMOTIONAL TYPE OF EVENT HELD AT A PARK FACILITY. ANY DAMAGE TO COUNTY PROPERTY WILL BE DEDUCTED FROM THE \$1000.00.

To receive a refund, a written request for cancellation must be submitted to the park office during office hours, 30 days prior to the event. There will be a cancelation fee of 25% of the rental regardless of when renter cancels. Renter must pick up deposit up to 30 days after the event. If the renter DOES NOT pick up the deposit within that time frame Harris County WILL NOT REFUND. (Keeping 100% of deposit). * No Shows WILL NOT BE REFUNDED (Keeping 100 % of deposits).

This contract is not negotiable if same is sold, assigned, or transferred in any manner to any person or firm other than the one originally leased to; said contract will become void and all fees will be retained by the County as damages. Failure to show up will result in forfeit of deposit.

WITH ALCOHOL
MOONWALK

Executed this day: 10-26-09
Receipt is acknowledged in the amount of: Ø

Mailing Address:
CLEAR LAKE PARK
5001 NASA ROAD #1
SEABROOK TEXAS 77586

NO GLASS CONTAINERS PERMITTED IN PARK
Maria Jones
Lessor
Jerrold Dewease
Lessee

All activities should be conducted in the fenced in area of the facility rented.
Any usage of space outside the fenced area must be approved by the park manager.
SECURITY IS REQUIRED AT ALL FUNCTIONS
Please contact the constable's office at 281-488-4040 for security arrangements.



Sylvia R. Garcia
Commissioner

Contract supplemental

Dear Renter:

Please do not staple runners, balloons, etc. to the structure of the pavilion or on the meeting room walls. You can use thumbtacks, string or rope to tie your various items, and make sure to remove all items from walls when done. The renters who use tape or staples will be subject to losing your clean up deposit. Also changes have been made to the contract concerning cancellations and clean up deposits. We can no longer mail out clean up deposits. You have 30 days from the date of the event to pick up clean up deposit. If renter does not pick up clean up deposit within that time frame it will be deposited and you will not be able to receive a refund as stated in the contract. Also any changes made to contract have to be done in the office and initialed. Please sign this contract supplemental along with the contract and return. * **Sunday rentals at the Landolt Pavilion- no music allowed after 6 pm- also no balloons allowed while fans in use at Landolt. All items brought into the rental area (moonwalks, etc.) must be discussed with lessor. Before approval you must sign a release of liability and obtain a copy of liability insurance naming HCPCT2 as additional insured. Failure to do so will result in the removal of items not approved. All recreational rental equipment must provide electricity source by generator- other than Landolt Pavilion.**

Veronica Dewase
Renter:

10-26-09
Date:

Thank You.

If you should have any question, please contact office at 281-326-6539.
Office hours are 7am-3:30pm Monday thru Friday.

**NORTH SHORE ROTARY/LANDOLT & WHITE TOP PAVILIONS
RULES AND REGULATIONS**

JSD

SECURITY: IS REQUIRED FOR ALL EVENTS FROM THE TIME THAT YOUR GUESTS ARRIVE UNTIL THE TIME YOU COMPLETE YOUR CLEAN-UP AND VACATE THE PREMISES.

- * One officer per hundred guests is required at all functions, with a two-officer minimum per hundred if alcohol is served.
- IT IS VERY IMPORTANT to reflect an accurate number of people attending your function. Deputies will be instructed to disallow more people at the pavilion that there is adequate security for. If your crowd exceeds the amount reflected on your contract, additional security will be called. Excess crowd will be allowed into the facility when additional officers arrive.
- PARKS DEPT. WILL FORWARD YOUR RESERVATION FORM TO CONSTABLE JONES' OR CONSTABLE BAILEY'S OFFICE. IT WILL BE THE RENTER'S RESPONSIBILITY TO COORDINATE THE NECESSARY SECURITY FOR YOUR FUNCTION.
- PAYMENT FOR SECURITY IS DUE AT THE BEGINNING OF THE EVENT.

JSD

ALCOHOL: For nonalcoholic events, security can be arranged for the starting time

of the function. The same will apply to alcoholic functions, **UNLESS** the alcohol is being served prior to the functions starting time. In those cases, security should be arranged and present during all hours that alcohol is served.

***ALCOHOL WILL NOT BE ALLOWED AT ANY FUNCTION HONORING A MINOR.** *Glass containers are not allowed on premises. The sale of alcoholic beverages without a permit is prohibited. Alcohol must never be served to minors. ***NO ALCOHOL CONSUMPTION ALLOWED IN PARKING LOT.** Alcoholic beverages must not leave premises.

JSD

3. FOOD SALES: When food is sold the renter is responsible for obtaining food permit from Harris County Consumer & Environmental Health Division (713) 439-6270 or Pasadena Health Department (713) 475-5529.

JSD

4. BANDS/MUSIC: The renter must fully comply with any and all city ordinances regarding sound. County representative will use a sound meter to monitor noise level of renter's music. Renter will be notified if level is unacceptable. **AT THE LANDOLT PAVILION NO MUSIC IS ALLOWED AFTER 6:00 PM FOR ANY SUNDAY EVENT.** Bands are not allowed access to the pavilion's breaker box.

JSD

5. HOURS: 7:00 A.M. - 10:00 PM

All functions should plan to shut down one hour prior to Pavilion closing time, which will allow an adequate amount of time to vacate premises. **County Representative will lock pavilion at the time renter stated on contract.**

JSD

6. RENTAL-FEE:	North Shore Rotary	Landolt	White Top	Meeting Rm.
Rental	\$300.00 Per Day	\$250.00 Per Day	\$100.00	\$50.00
Non-Profit (Provide-501-C3)	\$150.00 Per Day	\$125.00 Per Day	\$50.00	\$50.00
Deposit (Refundable)	\$125.00	\$100.00	\$50.00	\$50.00
Security	\$ 20.00	\$ 25.00	\$25.00	\$25.00
Per Hr/Per Officer (MINIMUM OF 4 HOURS)				(As needed)

JSD

CLEAN-UP: The renter is responsible for leaving the premises in same condition as existed prior to their use. Remove all trash from tables and floor, activity supplies and personal items. Clean-up deposit for North Shore Rotary Pavilion can be picked up at the Central Park Office 15530 Miller Road #1 Monday-Friday 7:00 AM - 3:30 PM. Clean-up deposit for Landolt and White Top Pavilions can be picked up from the South Park Office, 5001 Nasa Parkway Monday - Friday 7:00 AM - 3:30 PM.

JSD

DAMAGES: The person signing the reservation form shall be responsible for all damages and problems that occur as a result of the scheduled activity. (SEE #7 CLEAN-UP).

- TABLE, CHAIRS AND BUILDINGS WILL BE CLOSELY INSPECTED AFTER EACH FUNCTION. DAMAGE TO PAVILION EQUIPMENT AND ACCOMPANYING GROUNDS WILL RESULT IN FORFEITURE OF SECURITY DEPOSIT.
- IF DAMAGE IS FOUND BEFORE AN EVENT IT SHOULD BE POINTED OUT TO HARRIS COUNTY PERSONNEL SO THAT THE RENTER IS NOT HELD RESPONSIBLE.
- HARRIS COUNTY RETAINS THE RIGHT TO SEEK DAMAGES INCURRED IN EXCESS OF YOUR DAMAGE DEPOSIT.

JSD

NOTE:

1. TABLE AND CHAIRS WILL NOT BE CARRIED OUTSIDE THE PAVILION'S FENCED AREA. ALL ACTIVITIES MUST REMAIN IN CONFINES OF YOUR RENTAL SPACE.
2. VEHICLES ARE NOT ALLOWED ON GRASS AREAS.
3. DO NOT THROW RICE (BIRDSEED IS PERMITTED).
4. NO LOOSE INGREDIENTS (CORN MEAL, FLOUR) CAN BE PUT ON DANCE FLOOR.
5. HARRIS COUNTY IS NOT RESPONSIBLE FOR ITEMS LEFT ON PREMISES FUNCTION.
6. RENTER MUST MAKE HARRIS COUNTY AWARE OF ANY LARGE EQUIPMENT SUCH AS TRUCKS, TRAILERS, VANS, B B QUE PITS, ETC. THAT WILL BE USED FOR FUNCTION.

SIGN: Jana B Demore Date 10/26/09

INITIAL BY EACH RULE AND SIGN BOTTOM

RELEASE AND INDEMNITY

THE STATE OF TEXAS }

{ KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF HARRIS }

The undersigned User voluntarily and knowingly executes this instrument with the express intention of releasing and indemnifying Harris County ("County"), in consideration of county granting User permission to bring and use upon County Park facilities located at _____ ("Park Facilities") on _____ the following described equipment, to wit: _____

moonwalk

RELEASE OF LIABILITY. USER EXPRESSLY WAIVES THE RIGHT TO CLAIM AGAINST COUNTY BY REASON OF, AND RELEASES COUNTY FROM ANY LIABILITY WITH RESPECT TO, ANY INJURY TO PERSON OR DAMAGE TO OR LOSS OF PROPERTY (INCLUDING CONSEQUENTIAL DAMAGES) RESULTING FROM ANY CAUSE WHATSOEVER (EXPRESSLY INCLUDING COUNTY'S NEGLIGENCE).

INDEMNITY, USER SHALL IDEMNIFY AND HOLD HARMLESS COUNTY AND COUNTY'S AGENTS, EMPLOYEES, AN OFFICERS OR OTHER REPRESENTATIVES FROM AND AGAINST ALL COSTS, EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES AND COSTS) SUITS, CLAIMS, DEMANDS, LIABILITIES, AND ACTIONS (COLLECTIVELY, "LOSS") RESULTING FROM ANY BREACH, VIOLATION, OR NONPERFORMANCE BY USER AND USER;S EMPLOYEES, SERVANTS, AGENTS, CONTRACTORS, LICENSEES, CUSTOMERS, OR INVETEEES, OF ANY PARK REGULATION OR FROM THE USE OF THE PARK FACILITIES BY USER OR USER'S EMPLOYEES, SERVANTS, AGENTS, CONTRACTORS, LICENSEES, CUSTOMERS, OR INVETEEES OR FROM ANY ACT, OMISSION OR NEGLECT OF USERS, USER'S AGENTS, SERVANTS, EMPLOYEES, CONTRACTORS, LICENSEES, CUSTOMERS, OR INVETEEES OR FROM ANY OTHER CAUSE WHATSOEVER. THIS IDEMNITY SHALL APPLY REGARDLESS OF WHETEHER THE LOSS IN QUESTION ARISES IN PART FROM ANY NEGLGENT ACT OR OMISSION OF COUNTY OR COUNTY'S AGENTS OR EMPLOYEES, FROM STRICT LIABILITY OF ANY SUCH PERSONS OR OTHERWISE.

Jerrid Deweare
(User's Signature)

User's Name Printed: Jerrid G. Deweare

User's Address: 15810 Hillside Falls
Houston, Texas 77062

User's Telephone: 281 488-4204

Date: 10/26/09