



(November 2020)

FOREST OAKS SWIM AND RACQUET CLUB FACILITIES RENTAL & USE AGREEMENT

19023 Joanleigh
Spring, Texas 77388
281-353-0998

THE BOARD OF DIRECTORS OF HARRIS COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 110 (“WATER DISTRICT”) ADOPTS THE FOLLOWING RULES FOR THE USE OF THE WATER DISTRICT FACILITIES. The Water District Manager has the authority in his sole discretion to waive a rule on a case by case basis.

The clubhouse, pool, pavilion(s), classroom, amphitheater, lakes and park (the “Facilities”) owned by the Water District may be used, rented, and/or reserved by residents and non-residents of the Water District on a first come first serve basis, provided, however, the Facilities may not be used, rented or reserved for religious “services” or political rallies/activities. Persons desiring to use the Facilities must complete the attached application/s and agree to abide by these rules and regulations. The term “use” of the Facilities includes rental and reservation.

Reservations are made official only at the time that a rental application, rental fee, and rental deposit are made to the Water District Office. Staff may “pencil-in/hold” a reservation for a time period not to exceed 3 business days. A pencil-in/hold reservation is not an official reservation and will automatically terminate at the end of 3 business days if the applicant does not complete the application and pay the applicable fees. If another applicant request is submitted for the same facility and time as a pencil-in/hold and is ready with application and applicable fees, then the pencil-in/hold is terminated in lieu of an official paid reservation. We will attempt to contact the pencil-in/hold applicant, however if the applicant is not reached, the reservation will not be held.

Use of the Facilities is conditioned upon and subject to the payment of certain lease/rental fees and deposits. It is a condition precedent to leasing/renting the Facilities, that the party consent to the termination of water service in accordance with this rental agreement if payment is made by a check which is returned for non-sufficient funds, or a payment to the District is not honored by the merchant bank provided by the party.

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RESERVATION OF THE CLUBHOUSE

(Application "A" PART 1 & 4)

1. Any resident or non-resident of the Water District desiring to reserve the clubhouse must complete and file the Application for Rental & Use of Facilities with the Water District Office in person. (Use of the inner offices, conference/Board room or the clubhouse common area outside the staff and manager's office will not be granted unless specifically authorized by the Water District Manager. The common area is for entry and exit transit and for bathroom access only. No doors shall be blocked at any time or for any reason).
2. Applicant must be at least 21 years of age and must be present during the entire function.
3. Applications for rental of the Clubhouse must be submitted to the Water District Office for approval at least 3 business days prior to use of the Facility.
4. Repeat "money making/business" events where the Applicant is using the Clubhouse as a working/business office on a regularly scheduled rotation are prohibited (occasional Tupperware, cooking, cosmetic or similar parties are allowed as long as they are not a repeated daily, weekly or monthly activity).
5. Groups or meetings engaging in arts, crafts, painting or coloring, regardless of age or affiliations are prohibited inside the clubhouse.
6. All Applicants will be required to pay a use fee and a deposit at the time application is made with the Water District Office. Use of the clubhouse is subject to availability. Applicant must coordinate scheduling with the Water District Office. The amount of the use fee and deposit to be paid will depend on the category of user as depicted in the table below.

<u>TYPE USER</u>	<u>RENTAL FEE</u>	<u>DEPOSIT</u>
Political Subdivisions of the State of Texas (WCID's or MUD's), Organizations created by Deed Restrictions (HOA's), Emergency Response Organizations, other city, county or state organizations.	\$10.00 In-District \$50.00 Out-District (per event)	\$50.00 (per event or may be maintained for multi scheduled dates)
WCID110 established events, pre-approved & pre-scheduled instructor / coach provided instruction, classes, lessons, lectures. (All Water District staff, employees, and Board members are included in this section).	\$25.00 per event (Fee waived if instructor/coach is a full & current FOSRC member)	No deposit required; however, Applicant is responsible for cleaning and/or any damage to the Water District Facilities caused by Applicant.
Current FOSRC Members, Church Organizations, Men & Women's Organizations, and Charitable Organizations. Independent instructor / coach provided instruction, classes, lessons, lectures.	\$50.00 per event	\$250.00
All in-District (WCID 110) Residents/Landowners, NON-FOSRC members	\$150.00	\$250.00
All Other Individuals, Groups and NON-FOSRC members & NON-District Residents/Landowners	\$250.00	\$350.00

Applications must be delivered in person with fee and deposit to the Water District Office, 19023 Joanleigh, Spring, Texas 77388. **Applicant must provide five (5) days notice of cancellation; otherwise, Applicant will forfeit the rental fee and ONLY the deposit will be refunded.**

7. Facility key card **MUST BE RETURNED TO THE OFFICE WITHIN 2 BUSINESS DAYS (48 HOURS) AFTER USE OF THE CLUBHOUSE!** The Water District Manager will return to the Applicant within ten (10) business days following the function the full deposit amount, provided that the key card is returned to the Facility office within 48 hours of the event, the Clubhouse is cleaned, and there is no damage to the Clubhouse or surrounding

grounds from Applicant's use. In the event the clubhouse or grounds are not cleaned or are damaged; the Water District will make the necessary repairs and/or clean the Clubhouse and will deduct the cost of the cleaning/repairs plus a \$50.00 administrative fee from the deposit. If the cost of repairs plus administrative fee exceeds the deposit, Applicant will be required to pay the balance. Examples and fees for loss of deposit include, but are not limited to the list on APPLICATION "A" PART 4 (the \$50.00 administrative fee is in addition to the fees listed in APPLICATION "A").

8. Smoking in the clubhouse is strictly prohibited. Tobacco free water vapor (e-cigarettes, RDA's, drippers, vaping devices) products may be used outside of the clubhouse and surrounding area (please be respectful of others). Illegal substances are strictly prohibited on all Water District properties. Any person who is intoxicated will not be allowed within the Clubhouse. Loud or abusive language will not be permitted or tolerated. Any person or persons not adhering to the above shall be asked to leave the premises by the Applicant or may be removed by staff or peace officers.

9. Use of the Clubhouse shall require the "Applicant" employ a **UNIFORMED** peace officer when alcoholic beverages are served to groups of 26 or more, and any other cases, as required by the Water District Manager, on a case by case basis. The Applicant will notify Harris County Constable, Precinct 4, 281-376-3472, of the date of the function if alcohol is being served. The peace officer(s) will be required to remain on duty until the use of the clubhouse is concluded. Applicants will be responsible for hiring and paying the peace officer(s). If the Applicant intends to have alcohol at the function, a peace officer is required, no exceptions for groups of 26 or more. The number of Peace Officers employed will be determined by the number of people using the clubhouse as follows:

1 peace officer	26-60 people
2 peace officers	61-75 people

10. Applicant is not required to use the Precinct 4 Constables and may use another local agency; however, the Water District has contracted with Harris County, Precinct 4 for services of peace officers within the Water District. The constables will be advised when persons have made application to use the Facilities and will be requested to monitor activities in the Clubhouse.

11. Applicants and their party must obey the rules for the use of the Clubhouse. Applicants and their party will be ordered to leave the Clubhouse and surrounding grounds if they fail to obey the rules. Applicant will be subject to denial of future use of the Clubhouse for failure to abide by these rules, and will lose their any deposit and fees already paid.

12. Applicant will be provided an access key card to the clubhouse. Applicant **MUST** obtain the key card from the Water District Office 3 to 5 days prior to the function. Failure to pick up the key card at least 24 hours *prior* to the event is a default/no-show automatic cancelation. If Applicant loses the key, the key is stolen or misplaced, or if the key is not returned within 48 hours, a \$50 fee will be charged to the Applicants deposit.

13. Applicants will not have access to the clubhouse later than **MIDNIGHT** unless special arrangements are made with the Water District Manager prior to the event. 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 clubhouse or in the land adjacent to the clubhouse building.

14. If any alterations or rearrangements are made to the furniture in the clubhouse, then such items shall be returned to their prior location and condition before Applicant vacates the Clubhouse.

15. The maximum number of persons per rental allowed within the clubhouse at any one time will be at ***MAXIMUM fifty (50) people (comfortable recommendation is forty (40) or less.*** Consideration should be made to limit the number of vehicles due to the limited parking spaces available. Applicants are encouraged to use the back-tennis court parking lot (East side) or Forest Oaks Park parking lot. Any vehicles double parked, parked in "no parking" area(s), parked in reserved area(s), or parked in handicap areas without proper tags are subject to towing at owner's expense.

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

17. All products, condiments, refreshments, including soft drinks, food, coffee, and other supplies will be furnished by the Applicant. The consumption of any beverage from a glass container is prohibited outside the clubhouse and on the clubhouse grounds. The consumption of any alcoholic beverage is prohibited outside the clubhouse and on the

clubhouse grounds. Clubhouse products, condiments and supplies (with the exception of cleaning supplies) are off-limits to Applicants. Clubhouse products, condiments and supplies used by Applicants will be charged full replacement cost to the Applicant's deposit.

18. These rules shall not be construed to obligate the Water District to provide access to the clubhouse for any entity, group, or organization. Every effort will be made to fulfill applications for use of the clubhouse, but circumstances may prevent the Board from fulfilling such commitments.

19. Use of decorations is limited to fireproof materials and shall be erected and removed in a manner not destructive to Water District property. Heavy tape, thumbtacks, staples, glue or other similar materials are not to be used in erecting decorations. Piñatas are not allowed in the clubhouse or surrounding areas. Small amounts of scotch tape may be used, but must be removed during cleanup. The use of open flames, other than candles, is prohibited. The applicant is solely responsible for any and all damage caused by the use of candles during use of the Clubhouse.

20. Upon completion of Applicant's activity, Applicant shall:

- Empty all trash cans and remove trash from the premises (kitchen, bathrooms & common areas)
- Remove all Applicant supplied perishable foods and drinks with the seals broken from the refrigerator, the counters and cupboards
- Vacuum/sweep and mop all floor surfaces
- Clean all counter surfaces in the kitchen and bathrooms
- Ensure all toilets have been flushed and cleaned when leaving the clubhouse
- Turn off all lights
- Lock all doors
- Return the key to the District Office within 48 hours following the event

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

22. All Applicants must complete the attached Application for Rental & Use of Facilities (Application "A" PART 1 & 4). If a completed Application along with the required fee and deposit are not provided to the Water District Office, a person or entity shall not be allowed to use the Clubhouse.

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RESERVATION OF THE CLASSROOM

(Application "A" PART 1 & 4)

1. Any resident or non-resident of the Water District desiring to reserve the classroom must complete and file the Application for Rental & Use of Facilities with the Water District Office in person. (Use of the inner offices will not be granted. The common area hallway is for transit to bathrooms only. No doors shall be blocked at any time or for any reason).

2. Applicant must be at least 21 years of age and must be present during the entire function.

3. Applications for rental of the Classroom must be submitted to the Water District Office for approval at least 3 business days prior to use of the Classroom.

4. Repeat "money making/business" events where the Applicant is using the Classroom as a working/business office on a regularly scheduled rotation are prohibited (occasional Tupperware, cooking, cosmetic or similar parties are allowed as long as they are not a repeated daily, weekly or monthly activity).

5. Groups or meetings engaging in arts, crafts, painting or coloring, regardless of age or affiliations are prohibited inside the classroom. The classroom is for class, lecture and meeting type rentals only. Use of the classroom for parties of any kind is strictly prohibited.

6. All Applicants will be required to pay a use fee and a deposit at the time application is made with the Water District Office. Use of the Classroom is subject to availability. Applicant must coordinate scheduling with the Water District Office. The amount of the use fee and deposit to be paid will depend on the category of user as depicted in the table below.

<u>TYPE USER</u>	<u>RENTAL FEE</u>	<u>DEPOSIT</u>
Political Subdivisions of the State of Texas (WCID's or MUD's), Organizations created by Deed Restrictions (HOA's), Emergency Response Organizations, other city, county or state organizations.	\$10.00 In-District \$25.00 Out-District (per event)	\$50.00 (per event or may be maintained for multi scheduled dates)
WCID110 established events, pre-approved & pre-scheduled instructor / coach provided instruction, classes, lessons, lectures. (All Water District staff, employees, and Board members are included in this section).	\$25.00 per event (Fee waived if instructor/coach is a full & current FOSRC member)	\$50.00 (per event or may be maintained for multi scheduled dates)
Current FOSRC Members, Church Organizations, Men & Women's Organizations, and Charitable Organizations. Independent instructor / coach provided instruction, classes, lessons, lectures.	\$50.00 per event	\$250.00
All in-District (WCID 110) Residents/Landowners, NON-FOSRC members	\$150.00	\$250.00
All Other Individuals, Groups and NON-FOSRC members & NON-District Residents/Landowners	\$250.00	\$350.00

Applications must be delivered in person with fee and deposit to the Water District Office, 19023 Joanleigh, Spring, Texas 77388. **Applicant must provide five (5) days notice of cancellation; otherwise, Applicant will forfeit the rental fee and ONLY the deposit will be refunded.**

7. Facility key card **MUST BE RETURNED TO THE OFFICE WITHIN 2 BUSINESS DAYS (48 HOURS) AFTER USE OF THE CLASSROOM!** The Water District Manager will return to the Applicant within ten (10) business days following the function the full deposit amount, provided that the key card is returned to the Classroom office within 48 hours of the event, the Classroom are cleaned, and there is no damage to the Classroom or surrounding grounds from Applicant's use. In the event the classroom or grounds are not cleaned or are damaged; the Water District will make the necessary repairs and/or clean the Classroom and will deduct the cost of the cleaning/repairs plus a \$50.00 administrative fee from the deposit. If the cost of repairs plus administrative fee exceeds the deposit, Applicant will be required to pay the balance. Examples and fees for loss of deposit include, but are not limited to the list on APPLICATION "A" PART 4 (the \$50.00 administrative fee is in addition to the fees listed in APPLICATION "A"):

8. Smoking in the classroom is strictly prohibited. Illegal substances are strictly prohibited on all Water District properties. Any person who is intoxicated will not be allowed within the Classroom. Loud or abusive language will not be permitted or tolerated. Any person or persons not adhering to the above shall be asked to leave the premises by the Applicant or may be removed by staff or peace officers.

9. Use of alcohol is strictly prohibited in the classroom. The classroom may use coffee and non-alcoholic beverages.

10. Use of the classroom is strictly off limits to minors (anyone under 18 years of age), unless directly involved or participating in Classroom activities such as lectures, meetings, coarse classes, etc.

11. Applicants and their party must obey the rules for the use of the Facilities. Applicants and their party will be ordered to leave the Classroom and surrounding grounds if they fail to obey the rules. Applicant will be subject to denial of future use of the Classroom for failure to abide by these rules and lose their any deposit and fees already paid.

12. Applicant will be provided an access key card to the Classroom. Applicant **MUST** obtain the key card from the Water District Office 3 to 5 days prior to the function. Failure to pick up the key card at least 24 hours *prior* to the event is a default/no-show automatic cancelation. If Applicant loses the key, the key is stolen or misplaced, or if the key is not returned within 48 hours, a \$50 fee will be charged to the Applicants deposit.

13. Applicants will not have access to the classroom later than **MIDNIGHT** unless special arrangements are made with the Water District Manager prior to the event. 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 classroom or in the land adjacent to the classroom building.

14. If any alterations or rearrangements are made to the furniture in the classroom, then such items shall be returned to their prior location and condition before Applicant vacates the Classroom.

15. The maximum number of persons allowed within the classroom building at any one time will be at **MAXIMUM twenty-five (25) people (comfortable recommendation is twenty (20) or less.** Consideration should be made to limit the number of vehicles due to the limited parking spaces available. Applicants are encouraged to use the park parking lots on the west side of the building. Any vehicles double parked, parked in "no parking" area(s), parked in reserved area(s), or parked in handicap areas without proper tags are subject to towing at owner's expense.

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

17. All products, condiments, refreshments, including soft drinks, food, coffee, and other supplies will be furnished by the Applicant. The consumption of any beverage from a glass container is prohibited outside the classroom and on the classroom grounds. Classroom products, condiments and supplies (with the exception of cleaning supplies) are off-limits to Applicants. Classroom products, condiments and supplies used by Applicants will be charged full replacement cost to the Applicant's deposit.

18. These rules shall not be construed to obligate the Water District to provide access to the classroom for any entity, group, or organization. Every effort will be made to fulfill applications for use of the classroom, but circumstances may prevent the Board from fulfilling such commitments.

19. Use of decorations of any kind is strictly prohibited inside the classroom.

20. Upon completion of Applicant's activity, Applicant shall:

- Empty all trash cans and remove trash from the premises (kitchen, bathrooms & common areas),
- Remove all Applicant supplied perishable foods and drinks with the seals broken from the refrigerator, the counters and cupboards,
- Vacuum/sweep and mop all floor surfaces,
- Clean all counter surfaces in the kitchen and bathrooms,
- Ensure all toilets have been flushed and cleaned when leaving the classroom,
- Turn off all lights,
- Lock all doors,
- Return the key to the District Office within 48 hours following the event.

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

22. All Applicants must complete the attached Application for Rental & Use of Facilities (Application "A" PART 1). If a completed Application along with the required fee and deposit are not provided to the Water District Office, a person or entity shall not be allowed to use the Classroom.

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RESERVATION OF THE MAIN PAVILION

(Application "A" PART 1 & 4)

<u>TYPE USER</u>	<u>RENTAL FEE</u>	<u>DEPOSIT</u>
SCOUTS, HOA'S, NON-PROFIT	\$25.00	\$50.00
CLUB MEMBER	\$50.00	\$100.00
NON-MEMBER (IN-DISTRICT)	\$150.00	\$100.00
NON-MEMBER (OUT- OF- DISTRICT)	\$250.00	\$100.00

Applications must be delivered in person with fee and deposit to the Water District Office, 19023 Joanleigh, Spring, Texas 77388. **Applicant must provide five (5) days notice of cancellation; otherwise Applicant will forfeit the rental fee and ONLY the deposit will be refunded.**

1. Any resident or non-resident of the Water District desiring to reserve the Main Pavilion must complete and file the Application for Rental & Use of Facilities in with the Water District Office in person.
2. Applicant must be at least 21 years of age and must be present during the entire function.
3. Application for use of the Main Pavilion must be submitted to the Water District Manager at least 10 business days prior to the event for approval.
4. Repeat "money making/business" events where the Applicant is using the Main Pavilion as a working/business office on a regularly scheduled rotation are prohibited (occasional Tupperware, cooking, cosmetic or similar parties are allowed as long as they are not a repeated daily, weekly or monthly activity)
5. Reservation of the Main Pavilion is subject to availability and Applicant must coordinate schedule with the Water District Office. Applications must be delivered in person with fee and deposit to the Water District Manager's Office, 19023 Joanleigh, Spring, Texas 77388. Applicant must provide five (5) day notice of cancellation; otherwise Applicant will forfeit the use fee.
6. Illegal substances are strictly prohibited on all Water District properties. Any person who is intoxicated will not be allowed within the Main Pavilion. Loud or abusive language will not be permitted or tolerated. Any person or persons not adhering to the above shall be asked to leave the premises by the Applicant or may be removed by staff or peace officers.
7. Use of the Pavilion shall require the "Applicant" employ a **UNIFORMED** peace officer when alcoholic beverages are served to groups of 26 or more, and any other cases, as required by the Water District Manager, on a case by case basis. The Applicant will notify Harris County Constable, Precinct 4, (281-376-3472), of the date of the function when alcohol is being served. The peace officer(s) will be required to remain on duty until the use of the Pavilion is concluded. Applicants will be responsible for hiring and paying the peace officer(s). 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 Pavilion as follows:

1 peace officer	26-60 people
2 peace officers	61-75 people
8. Applicant is not required to only use the Precinct 4 Constables and may use another local agency; however, the Water District has contracted with Harris County, Precinct 4 for services of peace officers within the Water District. The constables will be advised when persons have made application to use the Main Pavilion and will be requested to monitor activities in the Main Pavilion, and surrounding grounds.

9. Applicants and their party must obey the rules for the use of the Main Pavilion. Applicants and their party will be ordered to leave the Main Pavilion and surrounding grounds if they fail to obey the rules. Applicant will be subject to denial of future use of the Main Pavilion for failure to abide by these rules and lose their any deposit and fees already paid.

10. Applicants are not provided a key card for Main Pavilion rentals. Restroom facilities are available in the clubhouse during business hours **ONLY IF THE CLUBHOUSE IS NOT CURRENTLY RENTED**, but **APPLICANTS** are responsible to provide portable toilets if needed.

11. Applicants will not have access to the Main Pavilion later than **MIDNIGHT**, unless special arrangements are made with the Water District Manager prior to the event. 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 Pavilion in the land adjacent to the Main Pavilion and recreation facility.

12. These rules and permission to use the Main Pavilion does not convey ownership or any permanent rights to any party other than the Water District.

13. All refreshments, including soft drinks, food, coffee, etc. will be furnished by the Applicant. The use of glass containers is strictly prohibited at or around the Main Pavilion.

15. These rules shall not be construed to obligate the Water District to provide access to the Main Pavilion for any entity, group, or organization. Every effort will be made to fulfill applications to reserve the Main Pavilion, but circumstances may prevent the Board from fulfilling such commitments.

16. If any alterations or rearrangements are made to the furniture the Pavilion, then such items shall be returned to their prior location and condition before Applicant vacates the Main Pavilion.

17. Use of decorations is limited to fireproof materials and shall be erected and removed in a manner not destructive to Water District property. **Heavy tape, thumbtacks, staples, glue or other similar materials are not to be used in erecting decorations. Piñatas are not allowed in the clubhouse or surrounding areas.** Small amounts of scotch tape may be used, but MUST be removed during cleanup. Piñatas are NOT allowed at the Main Pavilion or surrounding areas.

18. Upon completion of Applicant's activity, Applicant shall:

- Empty all trash cans and remove all trash from the premises
- Remove all Applicant-supplied perishable foods and drinks
- Walk pavilion and area to ensure no loose trash and food are left on premises.
- ***Turn off Main Pavilion lights***

19. Applicants who plan to have minors present (persons under the age of 21 **MUST** supervise the minors throughout the **entire** period the Main Pavilion is used and there shall be at least one adult (person over the age of 21) present for every ten (10) minors. The adult(s) shall also be present at all times.

20. All Applicants must complete the attached Application for Use of Facilities (Application "A" PART 1 & 4). If a completed Application along with the required fee and deposit are not provided to the Water District Manager's Office, a person or entity shall not be allowed to reserve the Main Pavilion.

RESERVATION OF THE POOL PARTY AREAS

(Application "A" PART 1 & 2)

1. Any Club member or non-resident organization desiring to reserve the Pool Party Area must complete and file the Application for Rental & Use of Facilities with the Water District Office in person. Applicants using the pool are required to use only FOSRC lifeguards.

(CLUB MEMBERS & LARGE ORGANIZATIONS ONLY)

<u>TYPE USER</u>	<u>RENTAL FEE</u>	<u>LIFEGUARD FEE</u>	<u>DEPOSIT</u>
CLUB MEMBERS ONLY 1 – 40 PPL * (DURING REG. POOL HRS.)	\$50.00	NONE	\$100.00
ORGANIZATIONS / MEMBERS 41+ PPL (AFTER REG POOL HOURS)**	\$150.00	\$150.00	\$250.00

* 3 HR. MAX/MIN- \$10.00 PER/ HR. THAT EXCEEDS 3 HR. TIME SLOT

* TOTAL PARTY NUMBERS INCLUDE SWIMMERS & NON-SWIMMERS REGARDLESS OF CLUB MEMBERSHIP

*** PARTIES DURING REGULAR POOL HOURS EXCEEDING 40 PPL WILL AUTOMATICALLY FORFEIT ENTIRE PARTY DEPOSIT!**

**4 HR. MAX/MIN - \$25.00 PER/ HR. THAT EXCEEDS 4 HR. TIME SLOT

** PRIVATE PARTIES ARE AVAILABLE ONLY AFTER 6PM ON SUNDAYS AND AFTER NOON ON MONDAYS

Applications must be delivered in person with fee and deposit to the Water District Office, 19023 Joanleigh, Spring, Texas 77388. **Applicant must provide five (5) days notice of cancellation; otherwise Applicant will forfeit the rental fee AND the lifeguard fee and ONLY the deposit will be refunded.**

2. Applicant must be at least 21 years of age and **must** be present during the **entire** function.

3. **With the exception of large organizational groups (schools, Scouts, teams), only current regular club members are eligible for pool party reservations.**

4. Application for use of facilities **must** be submitted to the Water District Manager at least **15 DAYS prior** to the event for approval for lifeguard scheduling.

5. Reservation of the Pool party area is subject to availability and Applicant must coordinate schedule with the Water District Office. Applications must be delivered in person with fee and deposit to the Water District Office, 19023 Joanleigh, Spring, Texas 77388.

7. Smoking in the pool area is strictly prohibited. Tobacco free water vapor (e-cigarettes, RDA's, drippers, vaping devices) products may be used at the pool and surrounding area (please be respectful to others). Illegal substances are strictly prohibited on all Water District properties. Any person who is intoxicated will not be allowed within the Pool Area. Loud or abusive language will not be permitted or tolerated. Any person or persons not adhering to the above shall be asked to leave the premises by the Applicant or may be removed by staff or peace officers.

8. **Alcoholic beverages are prohibited inside the pool area, no exceptions!**

9. Applicants and their party must obey the rules for the use of the Pool. Applicants and their party will be ordered to leave the Pool, and surrounding grounds if they fail to obey the rules and Applicant is subject to being denied future use of Pool or other Water District Facilities.

11. **Applicants using the Pool will be under "strict" authority of the Pool lifeguards! Any member of the Applicants party and/or the Applicant not following rules of the Pool, or following instructions from the lifeguards, or "arguing" with the lifeguards will be immediately ordered to leave the facility and "will not" be refunded their deposit. Lifeguard area and table are "off-limits" to Applicants and their parties.**

12. **Applicant will be provided an access key card to the pool gate. Applicant may obtain the key card from the Water District Office 3 to 5 days prior to the function. Failure to pick up the key card at least 24 hours PRIOR to the event is a default and no-show cancelation. If Applicant loses the key, the key is stolen or misplaced, or if the key is not returned within 48 hours, a \$50 fee will be charged to the Applicants deposit.**

13. Applicants will not have access to the Pool Area later than 9:00 p.m., or current pool closing hour, unless special arrangements are made with the Water District Manager prior to the event. Respect will be shown for the tranquility of the surrounding homes.

14. These rules and permission to use the Pool Area do not convey ownership or any permanent rights to any party other than the Water District.

15. All refreshments, including soft drinks, food, coffee, etc. will be furnished by the Applicant. The use of glass containers is strictly prohibited at and around Pool Area and surrounding areas.

16. These rules shall not be construed to obligate the Water District to provide access to the Pool for any entity, group, or organization. Every effort will be made to fulfill applications to reserve the Pool party area, but circumstances may prevent the Board from fulfilling such commitments.

17. If any alterations or rearrangements are made to the furniture in the Pool Area, then such items shall be returned to their prior location and condition before Applicant vacates the facility.

18. Use of decorations is limited to fireproof materials, they shall be erected and removed in a manner not destructive to Water District property. Heavy tape, thumbtacks, staples, glue or other similar materials may not be used in erecting decorations. Small amounts of scotch tape may be used, but **MUST** be removed during cleanup. **Piñatas are NOT allowed at the pool or surrounding areas.**

19. Upon completion of Applicant's activity, Applicant shall:

- Empty all trash cans and remove all trash from the premises
- Remove all Applicant supplied perishable foods and drinks
- Walk pool deck and party area to ensure no loose trash and food are left on premises.
- Check bathrooms for any issues or attendees
- **The application applicant shall be the last person leaving the pool area and should ensure all attendees have departed and gates close securely.**

20. Applicants who plan to have minors present (persons under the age of 21) **MUST** supervise the minors throughout the **entire** period the Pool Area is used, and there shall be at least one adult (person over the age of 21) present for every ten (10) minors. The adult(s) shall also be present at all times.

22. Applicants must complete the attached Application for Use of Facilities (Application "A" PART 1). If a completed Application along with the required fee and deposit are not provided to the Water District Office, a person or entity shall not be allowed to reserve the Pool Area.

23. All participants 17 years of age and under inside the pool area. If swimming or not, must complete and turn-in a "Pool Waiver of Liability" form (Application "A" PART 2). ALL forms must be turned into the Pool Manager. Everyone requiring, but not presenting forms will NOT be allowed in the pool area.

RESERVATION OF THE PARK/PAVILIONS/FIRE PIT AREA

(Application "A" PART 1, 3, & 5)

TYPE USER	FEE	DEPOSIT
CLUB MEMBER (1-40 PPL)	\$15.00	\$25.00
NON-MEMBER (IN-DISTRICT) (1-40 PPL)	\$25.00	\$50.00
NON-MEMBER (OUT- OF- DISTRICT) (1-40 PPL)	\$75.00	\$75.00
LARGE GROUPS (41 PPL OR MORE)	\$250.00	\$250.00 (*NOTE 1)(**NOTE 2)
SCOUTS & 501c ORGANIZATIONS (MEETINGS, CERAMONY'S & EVENTS)	\$25	\$25
SCOUTS & 501c (OVER NIGHT CAMPING)	\$100	\$50

*NOTE 1- 5 HR. MAX & \$50.00 PER/HR. EXCEEDING 5 HOUR TIME SLOT (EXCEPT SCOUT CAMPING)

**NOTE 2- APPLICATION "B" MUST BE USED FOR LARGE GROUP RENTAL APPLICATIONS OF 41 OR MORE PEOPLE

1. The covered park pavilions are on a first come, first serve basis, free for walkup use by **Water District residents in small groups (5 or less people)** without reservation. Persons desiring to reserve a particular pavilion, must complete the attached Application for Rental & Use of Facilities. Reservations are for a maximum of 40 people with a rental and deposit (deposit will be refunded if site left clean, undamaged and access card is returned to the Water District office within 48 hours of the event). All trash bags should be pulled and taken to the dumpster at the front of the park. A reservation for events with more than 40 people is considered a "Large Group" rental and approval at the sole discretion of the District Manager. Large group rentals must use the application under APPLICATION "B".

2. Any resident or non-resident of the Water District desiring to reserve a Park Facility must complete and file the Application for Rental & Use of Facilities with the Water District Office in person.

3. Applicant must be at least 21 years of age and must be present during the entire function.

4. The completed Application and any required use fee and deposit must be submitted to the Water District Manager at least 3 business days prior to the event for approval.

5. The Water District Manager has the discretion and authority to approve or disapprove any application.

6. Reservations of the Park Facilities are subject to availability. Applicants must provide proof of residency within the Water District or the Application will be considered "out-of-District".

7. Illegal activities of any nature are not permitted on Water District premises. Intoxication, disruptive activities, loud and/or abusive language, electronic amplified sounds above normal conversation levels, etc., are cause for Precinct 4 Constables to remove persons engaging in those activities from Water District premises.

8. Use of the Park Facilities shall require the "Applicant" employ a **UNIFORMED** peace officer when alcoholic beverages are served to groups of 26 or more, and any other cases, as required by the Water District Manager, on a case by case basis. The Applicant will notify Harris County Constable, Precinct 4, 281-376-3472, of the date of the function when alcohol is being served. The Peace Officer(s) will be required to remain on duty until the use of the Park Facilities is concluded. Applicants will be responsible for hiring and paying the peace officer/s. If the Applicant intends to have alcohol at the function, a peace officer is required, no exceptions. The number of Peace Officers employed is determined by the number of people using the Facility as follows:

1 peace officer	26-60 people
2 peace officers	61-75 people

9. Applicant is NOT required to only use the Precinct 4 Constables and may use another local agency, however the Water District has contracted with Harris County, Precinct 4 for services of Peace Officers within the Water District. The constables will be advised when persons have made application to use the Park Facilities and will be requested to monitor activities in the Park and surrounding grounds.

10. Applicants and their party must obey the rules for the use of the Park Facilities. Applicants and their party will be ordered to leave the Park Facilities and surrounding grounds if they fail to obey the rules. Applicant will be subject to denial of future use of the Facilities for failure to abide by these rules and lose their any deposit and fees already paid.

11. Applicants will not have access to the Park later than sunset, unless special arrangements are made with the Water District Manager prior to the event. 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 Park Facilities or in the land adjacent to the Park/Lakes.

12. These rules and permission to use the Park Facilities do not convey ownership or any permanent rights to any party other than the Water District.

13. All refreshments, including soft drinks, food, coffee, etc. will be furnished by the Applicant. The use of glass containers in the Park is strictly prohibited.

14. These rules shall not be construed to obligate the Water District to provide access to the Park Facilities for any entity, group, or organization. Every effort will be made to fulfill applications to reserve the Park Facilities, but circumstances may prevent fulfilling such commitments.

15. Upon completion of Applicant's reservation activity, the Applicant shall remove all trash, garbage, food products, furnishings, decorations, etc., and place all trash, garbage, refuse, waste, etc., in the supplied pavilion trash cans and then remove and take bags to the Park dumpster located near the parking lot.

16. If any rearrangement of park furniture, i.e., benches, tables, etc., is made the Applicant will return all to their prior positions before the Applicant leaves the facility.

17. Applicants shall supervise the activities of all minor's present. There shall be at least two adults (over 21 yrs of age) for every 10 minor children present.

18. Applicants using the Park Facilities will be provided a key card for the Park's main gate. **A maximum of two (2) vehicles per reserved site are allowed with proper park tag.** Additional vehicles may be allowed at the discretion of the Water District Manager. Vehicles must remain on the paved asphalt road in the Park. Driving off the paved road could result in damage to underground amenities in the Park or to the vehicle. Parking must be on the outside of the Parks asphalt access road (between the road and the creek). Any vehicle entering the park must have current plates, tags and insurance. 5MPH is the MAXIMUM speed allowed in the Park! All other guest vehicles must park in the Park or tennis parking lots.

19. **Applicant will be provided an access key card to the Park gate. Applicant may obtain the key card from the Water District Office 3 to 5 days prior to the function. Failure to pick up the key card at least 24 hours PRIOR to the event is a default and no-show cancelation. If Applicant loses the key, the key is stolen or misplaced, or if the key is not returned within 48 hours, a \$50 fee will be charged to the Applicants deposit.**

20. Applicants must complete the attached Application for Use of Park Facilities (Application "A" PART 1, 3, & 5").

LARGE GROUP PARK, PAVILIONS, AND DOCKS RESERVATION

(Application "B")

1. Any large group (41 or more people) desiring to reserve and use the park, pavilions and docks (herein the "Park Facilities") must complete and file with the District Manager the Application for Use of Park Facilities, a copy of which is attached.

(Use of entire park and all of its amenities for the sole use of one group or organization will generally NOT be granted (exceptional circumstances may be taken for consideration). All exceptions must be authorized by the District Manager, if use of the entire Park is granted, it is understood by applicant that the Park will not be completely close the Park residents).

2. Applicants must be at least 21 years of age, **MUST** be present during the **ENTIRE** function and **MUST** be a direct legal representative of their group or organization.

3. Applications for use of the Park Facilities **MUST** be submitted to the District Manager for approval at least 30 business days **PRIOR** to use of the Park Facility.

4. All Applicants will be required to pay a facility use fee and a deposit at the time application is made with the District Manager's Office. Reservations will **NOT** be scheduled prior to receiving the application, fee and deposit. Use of the Park Facilities and amenities are subject to availability. Applicants must coordinate scheduling with the District Manager's Office. The amount of the use fee and deposit to be paid are as listed on the table below. Park Facilities and amenities rentals are for any 5-hour period between the times of 7:00AM and sunset. There will be a \$50 per hour charge (round up to the nearest hour) for events exceeding the 5-hour rental period.

<u>Type of User</u>	<u>Amenities</u>	<u>Fee & Deposit</u>
Individuals or large groups (weddings, family reunions, etc.), District (club & non-club member residents), men & women's organizations, youth organizations, elementary, Jr High and High Schools organizations and all others.	Pavilion #4, Amphitheater, & Dock OR , Pavilion #5, the Nature Walk, & Pergola Area (5 Hours)	\$250 Rental Fee & \$250 Deposit (Includes 4 vehicle tags/passes) Additional vehicle passes \$20 each (not to exceed 8 total vehicles in the park per event)

Applications must be delivered in person with fee and deposit to the District Manager's Office, 19023 Joanleigh, Spring, Texas 77388. Applicants must provide ten (10) days' notice of cancellation; otherwise Applicant will forfeit the deposit.

6. **Park Facility key card MUST be returned to the office within 2 business days (48 hours) after use of the Park Facilities.** The District Manager will return to the individual or organization within ten (10) business days following the function, the full deposit amount, provided that the Park Facilities are cleaned, and there is no damage to the Park Facilities or surrounding grounds from group use. In the event the Park Facilities or grounds are not cleaned or are damaged, the District will make the necessary repairs and/or clean the Park Facilities and will deduct the cost of the cleaning/repairs plus a \$50.00 administrative fee from the deposit. If the cost of repairs plus administrative fee exceeds the deposit, Applicant will be required to pay the balance. Examples and fees for loss of deposit include, but are not limited to the following:

- a. Trash left at the pavilion/dock/nature walk areas (1 bag or more) - \$50.00.
- b. Park furniture not returned to location- \$25.00.
- c. Damage to electrical, irrigation, drainage, or park furniture- Full repair cost.
- d. Damage to the Park Facility- Full repair cost.
- e. Key lost or not returned within 48 hours after rental.

7. Illegal substances are strictly **PROHIBITED** on all District properties. Overly or disruptive intoxicated persons will not be allowed within the Park Facilities. Loud or abusive language will not be permitted. Any person or persons not adhering to the above shall be asked to leave the premises by the Applicant or removed by staff or civil authorities.

8. Swimming in the Park lakes is **STRICTLY PROHIBITED**.

9. Use of decorations is limited to biodegradables, self-standing and pre-erected items that can be setup and removed in a manner not destructive to District property. Nails, glues, spikes, in-ground anchors, or other similar materials are **NOT** to be used in erecting decorations. Use of synthetic flowers (satin, plastic, paper, etc.) in the Park Facility is **PROHIBITED DUE TO THE DANGER TO WILDLIFE AND LAKES!**

10. Applicants and their parties must obey the rules for the use of the Park Facilities. Applicants and their parties will be ordered to leave the Park Facilities and surrounding grounds if they fail to obey the rules and forfeit any and all fees and deposits. Applicants will be subject to being denied future use of the Park Facilities.

11. Applicants will not have access to the Park Facilities after sunset, unless special arrangements are made with the District Manager prior to the event.

12. Respect will be shown for the tranquility of the surrounding homes, park patrons, wildlife and the safety of children playing in the park.

13. Consideration should be made to limit the number of vehicles due to the limited parking spaces available outside the Park and limited number of vehicles authorized inside the Park. Applicants are encouraged to use the Park parking lot and/or the back-tennis court parking lot (East side of the courts) and **PROHIBITED** from parking in the “members only” parking area (main front parking lot). Any vehicles double parked, parked in “no parking” area(s), or parked in reserved area(s) are subject to towing at owner’s expense.

14. **ONLY authorized vehicles with the appropriate tags/park passes are allowed inside the Park gates. Vehicles found inside the Park without authorized tags must immediately be removed and are subject to towing at owner’s expense. Individual groups or organizations allowing or escorting unauthorized vehicles inside the Park Facility will forfeit their entire deposit.**

15. Portable structures (tents, canopies, inflatables, etc.) are allowed to be used in the Park, however, **NOTHING** (spikes, anchors, posts, signs, etc.) can be put into the ground, nailed to existing park structures or erected in any way that causes damage to the Park Facility (the Park has a number of irrigation, electrical, and drainage lines that can be damaged by any of the above).

16. The Park Facility has very limited electrical resources for use. Applicants should plan to supply their own electrical source (portable generators) if electric power is needed. No alterations or connections may be made to electrical resources in the Park Facility.

17. Use of flame and open fire in the park is authorized **only in designated areas** in the Park, such as in the installed BBQ grills and bonfire pit. Use of the bonfire pit is permitted only with prior authorization from the District Manager. Fire balloons or floats are **NOT** allowed to be released in the air or onto the lakes.

18. Inflatables (bounce houses, tents, games, etc.) may be used in the Park Facility, but are the **SOLE** responsibility of the Applicant bringing them into the Park. Applicants **MUST** take care to ensure there is an adult (21 years of age) supervising the inflatable the entire time being used. Water inflatables are prohibited and electricity is extremely limited.

19. These rules and permission to use the Park Facilities do not convey ownership or any permanent rights to any party other than the District.

20. These rules in no way obligate the District to provide access to the Park Facility for any Applicant. Every effort will be made to fulfill applications for use of the Park Facilities, but various, or unforeseen circumstances may prevent the District from fulfilling such commitments.

21. Upon completion of Applicant's activity, Applicant shall:

- Remove all trash from the premises (trash may be dumped in the dumpster by the front park gate),
- Remove all perishable foods,
- Remove all decorations, portable structures and inflatables, and
- Clean all park bench surfaces at the pavilion and sweep off pavilion floor.

22. Applicants who plan to have minors present (persons under the age of 18) **MUST** supervise the minors throughout the **ENTIRE** period the Park Facilities are used and there shall be at least one adult (person over the age of 21) present for every ten (10) minors. The adult(s) shall also be present at all times.

23. All Applicants must complete the attached Application for Rental & Use of Park Facilities (Application B). If a completed Application along with the required fee and deposit are not provided to the District Manager's Office, the Applicant shall not be allowed to use the Park Facilities.

24. **Applicant will be provided an access key card to the park gate. Applicant may obtain the key card from the Water District Office 3 to 5 days prior to the function. Failure to pick up the key card at least 24 hours PRIOR to the event is a default and no-show cancelation. If Applicant loses the key, the key is stolen or misplaced, or if the key is not returned within 48 hours, a \$50 fee will be charged to the Applicants deposit.**

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RENTAL & USE OF THE TENNIS COURTS & MAIN PAVILION

(Application "C")

1. Any Applicant desiring to use the Tennis Courts and Main Pavilion must complete and file with the District Manager the Application for Use of Facilities.

Approval to use the Tennis Courts and Main Pavilion does not include the use of or access to the clubhouse inner offices, conference/Board room, pool and fitness room (gym). Access to these areas will **not** be granted unless specifically approved by the District Manager.

2. Applicant must be at least 21 years of age, **MUST** be present during the **ENTIRE** function and **MUST** be a direct legal representative of the organization or entity applying to use the Facilities.

3. Applications for use of the Tennis Courts and Main Pavilion must be submitted to the Parks & Recreation Manager for approval at least 30 business days prior to use of the Facility.

4. Applicant will be required to pay a use fee and a deposit at the time application is made with the District Manager's Office. Use of the Tennis Courts and Main Pavilion is subject to availability. Applicant must coordinate scheduling with the District Manager's Office. The amount of the use fee and deposit to be paid are as listed on the table below. Use of the Facilities is for an 8-hour period. There will be a \$100 charge per hour (round up to the nearest hour) for events exceeding the 8-hour rental period.

<u>Type of User</u>	<u>Number of Courts</u>	<u>Fee & Deposit</u>
Political Subdivisions of the State of Texas, HOA's, Men & Women's Organizations, youth organizations (Boys & Girls Scouts, etc.), other Charitable or Large Organizations, Elementary, Jr High and High Schools	4 Courts & Main Pavilion (8 Hours)	\$300 Rental Fee & \$250 Deposit
	6 Courts & Main Pavilion (8 Hours)	\$500 Rental Fee & \$250 Deposit

Applications must be delivered in person with fee and deposit to the Parks and Recreation Manager's Office, 19023 Joanleigh, Spring, Texas 77388. Organizations must provide five (5) days' notice of cancellation; otherwise Applicant will forfeit the deposit.

6. Facilities key card **MUST** be returned back to the office within 2 business days (48 hours) after use of the Facilities. The District Manager will return to the Organization within ten (10) business days following the function, the full deposit amount, provided that the Facilities are cleaned, and there is no damage to the Facilities or surrounding grounds from the organizations use. In the event the Facilities or grounds are not cleaned or are damaged, the District will make the necessary repairs and/or clean the Facilities and will deduct the cost of the cleaning/repairs plus a \$50.00 administrative fee from the deposit. If the cost of cleaning or repairs plus administrative fee exceeds the deposit, Applicant will be required to pay the balance. Examples and fees for loss of deposit include, but are not limited to the following (the \$50.00 administrative fee is in addition to the fees listed below):

- a. Trash left at the Facilities (1 bag or more) - \$50.00.
- b. Bathrooms left unclean- \$50.00.
- d. Furniture not returned to location- \$25.00.
- f. Broken furniture- Full replacement cost.
- h. Damage to the Facility- Full repair cost.

7. Smoking inside the gated areas of the Tennis Courts and Main Pavilion is **PROHIBITED**. Illegal substances are strictly prohibited on District properties. Any person who is intoxicated will not be allowed on or within

the Tennis Courts and Main Pavilion. Loud or abusive language will not be permitted. Any person or persons violating of these rules shall be asked to leave the premises by the Applicant.

8. Use of alcoholic beverages is PROHIBITED.

9. Applicant shall obey the rules and regulations for the use of the Tennis Courts and Main Pavilion. Applicant will be required to leave the Tennis Courts and Main Pavilion and surrounding grounds if Applicant fails to obey these rules and regulations, Applicant (i) shall forfeit any and all fee's and deposits, and (ii) will be subject to being denied future use of the Facilities.

10. Applicants will not have access to the Facilities later than 10:00 p.m., unless special arrangements are made with the District Manager prior to the event. Respect will be shown for the tranquility of the surrounding homes and the safety of children playing in the neighborhood.

11. If any alterations or rearrangements are made to the Tennis Courts and Main Pavilion or furniture, then such items shall be returned to their prior location and condition before Applicant vacates the Facility.

12. Consideration should be made to limit the number of vehicles due to the limited parking spaces available. Applicant is encouraged to use the back-parking lot (East side) and prohibited from parking in the "members only" parking area (main front parking lot). Any vehicles double parked, parked in "no parking" area(s), or parked in reserved area(s) are subject to towing at owner's expense.

15. Approving and consenting to Applicant's application to use the Tennis Courts and Main Pavilion does not convey ownership or any permanent rights to Applicant or any party.

16. All products, condiments, refreshments, including soft drinks, food, coffee, and other supplies will be furnished by the Applicant. The consumption of any alcoholic beverage is prohibited!

17. These rules in no way obligate the District to provide access to the Facilities for any entity, group, or organization. Consideration will be given to all applications for use of the Tennis Courts and Main Pavilion; however, the District reserves the right to deny any application.

18. Use of decorations is limited to fireproof materials and shall be erected and removed in a manner not destructive to District property. Thumbtacks, staples, nails, glue or other similar materials are not to be used in erecting decorations.

19. 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 broken seals,
- Clean all counter surfaces in the bathrooms,
- Ensure all toilets have been flushed and cleaned when leaving the facility, and
- Turn off all lights.

20. Applicants who plan to have minors present (persons under the age of 18) **MUST** supervise the minors throughout the **ENTIRE** period the Tennis Courts and Main Pavilion are used and there shall be at least one adult (person over the age of 21) present for every ten (10) minors. The adult(s) shall also be present at all times.

21. Applicant must complete the attached Application for Use of Facilities (Application "C"). If a completed Application along with the required fee and deposit are not provided to the District Manager's Office, a person or entity shall not be allowed to use the Facilities.

5K RUN RENTAL WITH USE OF PARK TRAILS & MAIN PAVILION
(Application “D”)

1. Any organization or group desiring to use the Park Trails and Main Pavilion must complete and file with the District Manager the Application for Rental & Use of Facilities, a copy of which is attached.
2. Approval to use the Park Trails and Main Pavilion does not include the use of or access to the Clubhouse inner offices, conference/Board room, pool and fitness room (gym). Access to these areas will **NOT** be granted unless specifically approved by the District Manager.
3. Applicant must be at least 21 years of age, **MUST** be present during the **ENTIRE** function and **MUST** be a direct legal representative of the organization or entity applying to use the Park Trails and Main Pavilion.
4. **5K Run applications MUST be submitted to the District Manager for approval at least sixty (60) days PRIOR to use of the Facility.**
5. Applicant will be required to pay a use fee and a deposit at the time application is made with the District Manager’s Office. Use of the Park Trails and Main Pavilion is subject to availability. Applicant must coordinate scheduling with the District Manager’s Office. The amount of the use fee and deposit to be paid are as listed on the table below. Use of the Facilities is for a six (6) hour period. There will be a \$50 charge per hour (round up to the nearest hour) for events exceeding six (6) hour rental period.

<u>Type of User</u>	<u>Facilities</u>	<u>Fee & Deposit</u>
Political Subdivisions of the State of Texas, HOA’s, Men & Women’s Organizations, youth organizations (Boys & Girls Scouts, etc.), other Charitable or Large Organizations, Elementary, Jr High and High Schools	5K Trail & Main Pavilion (8 Hours)	\$200 Rental Fee & \$100 Deposit
WCID110 Portable restroom trailer rental	3 facility restroom trailer	\$150 Rental Fee & \$200 Deposit

Applications must be delivered in person with fee and deposit to the District Manager’s Office, 19023 Joanleigh, Spring, Texas 77388. Organizations must provide FIFTEEN (15) days’ notice of cancellation; otherwise Applicant will forfeit the deposit. Cancellations due to foul weather less than 48 hours will forfeit the deposit, EXCEPT for cancellations made by the District Manager due to EXTREME weather conditions, lighting or other District emergencies that cancel the event.

6. The District Manager will return to the Organization within ten (10) business days following the function, the full deposit amount, provided that the Facilities are cleaned, and there is no damage to the Park Trails and Main Pavilion or surrounding grounds from the organizations use. In the event the Facilities or grounds are not cleaned or are damaged, the District will make the necessary repairs and/or clean the Facilities and will deduct the cost of the cleaning/repairs plus a \$50.00 administrative fee from the deposit. If the cost of repairs plus administrative fee exceeds the deposit, Applicant will be required to pay the balance. Examples and fees for loss of deposit include, but are not limited to the following (the \$50.00 administrative fee is in addition to the fees listed below):
 - a. Trash left at the facilities (1 bag or more) - \$50.00.
 - b. Furniture not returned to location - \$25.00.
 - c. Broken furniture- Full replacement cost.
 - d. Damage to the facility or restroom trailer - Full repair cost.
 - e. Restroom trailer not thoroughly cleaned - \$50.

7. Illegal substances are strictly prohibited on District properties. Any person who is intoxicated will not be allowed on or within the Park Trails and Main Pavilion. Loud or abusive language will not be permitted. Any person or persons violating these rules shall be asked to leave the premises by the Applicant.

8. Use of alcoholic beverages is PROHIBITED.

9. Applicant shall obey the rules and regulations for the use of the Facilities. Applicant will be required to leave the Facilities and surrounding grounds if Applicant fails to obey these rules and regulations, Applicant (i) shall forfeit any and all fee's and deposits, and (ii) will be subject to being denied future use of the Facilities.

10. 5K Runs will not continue later than six (6) hours from the start of the event, unless special arrangements are made with the District Manager prior to the event. Respect will be shown for the tranquility of the surrounding homes and the safety of children playing in the neighborhood.

11. If any alterations or rearrangements are made to the Park Trails and Main Pavilion or furniture, then such items shall be returned to their prior location and condition before Applicant vacates the Facility.

12. Consideration should be made to limit the number of vehicles due to the limited parking spaces available. Applicant & guests MUST use the back-tennis parking lot (East side), Cypress Oaks Dr., and Lemm Elementary and are prohibited from parking in the "members only" parking area (main front parking lot). Any vehicles double parked, parked in "no parking" area(s), or parked in reserved area(s) are subject to towing at owner's expense.

15. Approving and consenting to Applicant's application to use the Park Trails and Main Pavilion does not convey ownership or any permanent rights to Applicant or any party.

16. All products, condiments, refreshments, including soft drinks, food, coffee, and other supplies will be furnished by the Applicant. Applicant will be required to provide cups and volunteers to pass out the water from the coolers to runners.

17. The applicant and organization will be responsible to provide an adequate number of volunteers along the 5K route to give needed directions to runners and to look out for runner safety.

18. Restrooms are available in the Park, but applicants are **HIGHLY** advised to provide rented portable toilets or rent the WCID110 restroom trailer for the event and station near the start/finish line in the Park parking lot or at the Main Pavilion for the event.

19. District staff will provide trail and directional markers and flags and setup the established 5K trail for the event. Markers for miles 1, 2 and 3 will also be provided and stationed.

20. District Manager or Park staff may provide an initial safety brief and give trail directions at the start of each scheduled race.

21. District staff will be responsible for taking down and storing the trail markers, and flags. The applicant's organization is responsible to clean up the water cups and bottles along the trail after the race, clean the parking lot, main pavilion area and any other areas affected by the event.

22. The applicant's organization will be responsible to provide people and volunteers for scoring and recording the 5K results.

23. The applicant and organization will be allowed with PRIOR District Manager approval to provide 1 or 2 motorized recreational vehicles (ATV, side by side, golf cart) for the event. ***ALL operators MUST be at least 21 years of age and will be required to only drive the District Manager directed routes at moderate speeds. These are for providing volunteer transport to established locations and emergency use ONLY.***

24. The applicant and organization shall provide additional safety volunteers on mountain bicycles for quick response to runner injury's during the event.

25. The applicant and organization may, at the discretion of the District Manager be required to have a Peace Officer and/or Emergency Personnel (EMT's) present for the event.

26. Applicant must complete the attached Application for Use of Facilities (Application "D"). If a completed Application along with the required fee and deposit are not provided to the District Manager's Office, a person or entity shall not be allowed to use the Facilities.

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LAKE / BOAT / PHOTOGRAPHER / TEMPORARY VEHICLE PARK PASS

(Application "A" PART 1 & 3)

1. Any resident of the Water District desiring to drive a vehicle into the park to launch a small boat, canoe or kayak must complete and file the Application for Rental & Use of Facilities, with the Water District Office in person to receive a key card and vehicle pass/tag.

2. Any non-resident visitor, real estate agent, or professional photographer desiring to drive a vehicle into the Park for a visual tour or to take professional photo's or video must have Water District Manager approval and complete and file with the Water District Office the Application for Rental & Use of Facilities (Application "A" PART 1 & 3) to receive a key card and vehicle pass/tag a copy of which is attached.

3. **There is no cost to launch a water craft, take a visual tour or take photos and video in the Park. However, a \$10 deposit (cash only) is required for the use of an access key card and vehicle pass to ensure the access key card is returned. Access key cards must be returned within 24 hours of use or the card is canceled and the deposit will not be refunded.**

4. The following rules apply for use of an access key card for the park:

a. Access key card *must* be returned within 24 hours of receipt for deposit refund!

b. Speed limit is limited to 5 MPH on the park access roads.

c. Use of gasoline or ANY petroleum motors are prohibited on park lakes. Only paddles and electric motors may be used on the park lakes.

d. Life jackets are required for minors under 18 years old at all times while on the water.

e. Boaters **MUST** remain in the boat, canoe or kayak at all times. Swimming in the lakes is prohibited.

f. Inflatable crafts/boats of any kind is prohibited on the lakes.

g. Sail boards/craft, wake boards, surfboards, stick boards are prohibited on the lakes.

g. All photos and video **MUST** be kept "family friendly". Nude or suggestive photos and video are prohibited in the Park.

h. Park is **CLOSED** sunset to sunrise. Please exit the Park no later than sunset, unless previously authorized by the District Manager.

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**APPLICATION "A" PART 1
APPLICATION FOR USE/RENTAL OF FACILITIES
FOREST OAKS SWIM AND RACQUET CLUB**

**19023 Joanleigh
Spring, Texas 77388
281-353-0998**

Applicant (full name): _____

Address: _____

Home Telephone: _____ Cell Phone: _____

Driver License #: _____

Email Address: _____

PLEASE CHECK THE FACILITY FOR WHICH YOU ARE APPLYING:

_____ Clubhouse (complete application "A" part 1 & 4)

_____ Main Pavilion (complete application "A" part 1 & 4)

_____ Classroom (complete application "A" part 1 & 4)

_____ Pool Party Area # 1 2 (circle one) (complete application "A" part 1 & 2)

_____ Park Pavilion # 1 2 3 4 5 7 8 (circle one) (complete application "A" part 1, 3 & 5)

_____ Amphitheater (Includes pavilion #4) (complete application "A" part 1, 3 & 5)

_____ Nature Walk Stream Area & Pergola (includes pavilion #5) (complete application "A" part 1, 3 & 5)

_____ Fire Pit Area & (pavilion #4) or (pavilion #5) (circle one) (complete application "A" part 1, 3 & 5)

_____ Park Tour Pass / Lake Pass / Boat / Photographer Pass (circle one) (complete application "A" part 1 & 3)

FUNCTION BEING CONDUCTED: _____

Event Date Requested: _____ FEE RECEIVED: \$ _____ DATE: _____

Hours of Use: _____ DEP RECEIVED: \$ _____ DATE: _____

Number of Persons: _____ DEP REFUNDED: \$ _____ DATE: _____

Security Required: _____ DEP KEPT: \$ _____

Key Card Provided Date: _____ Reason for kept deposit: _____

Key Card Returned Date: _____ _____

I, the undersigned Applicant, do hereby certify that I have read the Facilities Use Agreement attached hereto and that I have been provided a copy of such Agreement. I understand the rules and conditions for the use of the Facilities and I also understand that by using the Facilities 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 District Manager for my use of the Facilities as set forth below.

I AGREE TO RETURN THE KEY TO THE DISTRICT OFFICE WITHIN 48 HOURS, THAT I WILL CLEAN THE FACILITIES AND RESTORE THE FACILITIES TO THE CONDITION IT WAS IN PRIOR TO MY USE. I UNDERSTAND THAT IF THE FACILITIES OR GROUNDS ARE NOT CLEANED OR ARE DAMAGED, THE DISTRICT WILL MAKE THE NECESSARY REPAIRS AND/OR CLEAN THE FACILITIES 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 FACILITIES 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 DISTRICT 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 FACILITIES OR SURROUNDING GROUNDS, WHETHER CAUSED BY THE SOLE NEGLIGENCE OF APPLICANT, THE SOLE NEGLIGENCE OF THE DISTRICT OR THE DISTRICT MANAGER OR A COMBINATION THEREOF, OR THE NEGLIGENCE OF ANY OTHER PERSON OR ENTITY.

I FULLY UNDERSTAND THAT CONSUMPTION OF ALCOHOL BY ANY MINOR PERSON (UNDER 21 YEARS OLD) ON DISTRICT PROPERTY OR FACILITIES IS STRICTLY PROHIBITED, THAT I WILL NOT KNOWINGLY ALLOW SUCH MINORS TO CONSUME ALCOHOL AT THIS EVENT, THAT ANY ALCOHOL RELATED INCIDENTS RESULTING FROM THIS EVENT ARE THE SOLE RESPONSIBILITY OF THE APPLICANT AND OR THE PERSONS CONSUMING ALCOHOL, THAT NEITHER THE DISTRICT NOR FOREST OAKS SWIM & RACQUET CLUB WILL BE RESPONSIBLE FOR SUCH INCIDENTS AND ANYTIME BEFORE, DURING OR AFTER THIS EVENT.

I UNDERSTAND AND HERE BY CONSENT TO THE TERMINATION OF WATER SERVICE TO MY PROPERTY IN ACCORDANCE WITH THE DISTRICT'S RATE ORDER IF PAYMENT IS MADE BY A CHECK WHICH IS RETURNED FOR NON-SUFFICIENT FUNDS, OR A PAYMENT TO THE DISTRICT IS NOT HONORED BY THE MERCHANT BANK PROVIDED BY ME.

"APPLICANT"

Signed this _____ Day of _____ 20 ____.

Signed: _____

Print Name: _____



**APPLICATION "A" PART 2
Forest Oak Swim and Racquet Club ("FOSRC")
PARTICIPANT INFORMATION
POOL CONSENT / WAIVER / LIABILITY AGREEMENT
PARTICIPANT INFORMATION ("PARTICIPANT")**

Child Last name: _____ **First Name:** _____, **Middle Initial:** _____

Age: _____ **Birthday** ___/___/___

1. Swimming experience. Lessons: Yes: _____ No: _____. Beginner: ____ Average: _____

2. Any disabilities. Yes: ___ No: _____. If so, describe: _____

PARENT/GUARDIAN INFORMATION ("PARENT")

Last name: _____ **First Name:** _____, **Middle Initial:** _____

Street Address: _____

City: _____ **State:** _____ **Zip Code:** _____

Cell: _____ **Work:** _____ **Email:** _____

RELEASE:

In consideration of allowing me, Parent, and/or my child, Participant, to swim at the FOSRC pool and use of the Park Facilities ("Facilities") I acknowledge, consent to and agree to the following:

Swimming in the pool and use of the Facilities involves risks. Parent for himself/herself and/or Participant hereby assumes the risks and consents to Participant's use of the Facilities. Parent understands and acknowledges that FOSRC" (1) does not directly "supervise" patrons using the pool, (2) does provide lifeguards, but only for emergency situations and for the enforcement of FOSRC policies, procedures and rules, and (3) is not responsible for the supervision of Participant while using the FOSRC Facilities. I hereby state that I am familiar with the guidelines of this waiver and rules for the FOSRC facilities.

THE USE OF THE FOSRC FACILITIES IS AT MY AND/OR PARTICIPANT'S OWN RISK. FOSRC/HARRIS COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO.110, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CONSULTANTS, OR REPRESENTATIVES HAVE NO RESPONSIBILITY OF ANY KIND AS TO MY USE AND/OR PARTICIPANTS USE OF THE FACILITIES. I DO HEREBY FOR AND ON BEHALF OF MYSELF AND PARTICIPANT RELEASE, ACQUIT AND FOREVER DISCHARGE FOSRC, HARRIS COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 110, ITS DIRECTORS, ITS SUCCESSOR AND ASSIGNS, OFFICERS, REPRESENTATIVES, AGENTS, CONSULTANTS AND EMPLOYEES FROM ANY AND ALL CLAIMS AND POTENTIAL CLAIMS, DEMANDS, AND INJURIES, DIRECT OR INDIRECT, ARISING IN ANY MANNER FOR INJURIES WHICH MAY BE IN ANY WAY RELATED TO MY AND/OR PARTICIPANT'S ACTIVITIES DURING THE USE OF THE FACILITIES AND ALL SUCH CLAIMS AND POTENTIAL CLAIMS AT THIS TIME ARE HEREBY WAIVED AND RELEASED.

I UNDERSTAND THAT I MAY NOT LEAVE PARTICIPANT UNSUPERVISED AT ANY TIME AND THAT FOSRC OR HARRIS COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 110 CANNOT BE HELD RESPONSIBLE FOR PARTICIPANT IF LEFT UNATTENDED.

I HAVE READ AND UNDERSTAND THE FOREGOING WAIVER AND INDEMNITY AGREEMENT.

Signature: _____ **Print Name:** _____ **Date:** _____

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FOREST OAKS PARK
WAIVER AND INDEMNITY AGREEMENT

I, _____, desire to use the Forest Oaks Park Facility owned and operated by Harris County Water Control and Improvement District No. 110 (WCID #110). I understand the Park Facility (1) is not constantly supervised by WCID #110, (2) WCID #110 does not provide any training on how to use WCID #110's lakes, equipment amenities, and furnishings, and (3) Park & lake rules are posted visibly at the entrance and around the Park. I hereby state that I am using the Park Facility, lakes, equipment, amenities and furnishings at my own risk. I further understand that it is solely my responsibility to supervise for proper use and safety any equipment (canoes, kayaks, inflatable water craft or bounce and slide inflatables) brought to the Park by me and NOT furnished by WCID #110. Safety floatation and lifejackets are to be used with ANY and ALL watercraft brought to and used on the Forest Oaks Lakes and is REQUIRED for minors under the age of 18.

THE USE OF THE FOREST OAKS SWIM & RACQUET CLUB FACILITY, PARK, LAKES, EQUIPMENT, AMENITIES AND FURNISHINGS IS AT MY OWN RISK. WCID #110, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CONSULTANTS, OR REPRESENTATIVES HAVE NO RESPONSIBILITY OF ANY KIND AS TO MY USE OF THE FACILITY AND THE EQUIPMENT, AMENITIES AND FURNISHINGS THEREIN. I DO HEREBY FOR AND ON BEHALF OF MYSELF AND MY HEIRS AND LEGAL REPRESENTATIVES RELEASE, ACQUIT AND FOREVER DISCHARGE WCID #110, ITS DIRECTORS, OFFICERS, REPRESENTATIVES, CONSULTANTS AND EMPLOYEES FROM ANY AND ALL CLAIMS AND POTENTIAL CLAIMS, DEMANDS, AND INJURIES, DIRECT OR INDIRECT, ARISING IN ANY MANNER FOR INJURIES WHICH MAY BE IN ANY WAY RELATED TO MY ACTIVITIES DURING THE USE OF WCID #110'S FACILITY AND THE EQUIPMENT, AMENITIES AND FURNISHINGS AND ALL SUCH CLAIMS AND POTENTIAL CLAIMS AT THIS TIME ARE HEREBY WAIVED AND RELEASED.

I HAVE READ, UNDERSTAND, AND AGREE TO THE FOREGOING WAIVER AND INDEMNITY AGREEMENT.

I HAVE READ AND UNDERSTAND THE RULES POSTED AT THE PARK FACILITY REGARDING THE USE OF THE PAVILIONS, BBQS, PLAYGROUND, TRAILS, DOCKS AND LAKES AT FOREST OAKS PARK.

“APPLICANT”

Signed this _____ Day of _____ 20 ____.

Signed: _____

Print Name: _____

LEAVE BLANK

CLUBHOUSE/CLASSROOM RENTAL DEPOSIT NOTICE

FAILURE TO COMPLY WITH THIS LIST

WILL RESULT IN LOSS OF ALL OR A PORTION OF YOUR SECURITY DEPOSIT!

1. THUMB TACK OR NAIL HOLES IN WALLS (**DO NOT USE THUMB TACKS OR NAILS**) - \$250
2. STOVE LEFT ON AFTER RENTAL - \$250
3. REFRIGERATOR OR ICE MACHINE LEFT OPEN AFTER RENTAL - \$250
4. KITCHEN DOOR, FRONT OR BACK DOOR LEFT UNLOCKED - \$250
5. DAMAGE TO PAINT OR DRYWALL (DEPENDING ON DAMAGE) - \$150
6. MISSING KITCHEN CONDIMENTS OR SUPPLIES - \$75
7. FLOORS NOT SWEEPED & MOPPED (**THOROUGHLY-NO STICKY SPOTS**) - \$50
8. STICKY SPLATTER MARKS & SPILLS ON WALLS - \$50
9. TRASH NOT REMOVED (**1 OR MORE BAGS INCLUDING BATHROOMS**) - \$50
10. CHAIRS OR TABLES NOT RESTORED NEATLY - \$50
11. BATHROOMS & TOILETS NOT CLEANED - \$50
12. TAPE LEFT ON WALLS OR CEILING - \$25
13. WALL OR CEILING DAMAGE FROM TAPE REMOVAL - \$100 MIN
14. KITCHEN ITEMS (SINK, OVEN, MICROWAVE, TOASTER) NOT CLEANED - \$50
15. **RETURN ACCESS KEY CARD WITHIN 2 BUSINESS DAYS (48 HOURS) - \$50**

CLUBHOUSE NOTE: COMMON AREA (FOYER) OUTSIDE MANAGER & STAFF OFFICES IS OFF-LIMITS AND NOT INCLUDED IN CLUBHOUSE RENTAL EXCEPT FOR ENTRY & EXIT AND USE OF BATHROOMS IS ALLOWED AFTER OFFICE HOURS.

NOTE: ENTRY OR EXIT DOORS MUST **NOT** BE BLOCKED AT ANYTIME FOR ANY REASON. ANY OTHER DAMAGE, CLEANING ISSUES, BROKEN ITEMS, ETC COULD RESULT IN LOSS OF A PORTION OR THE ENTIRE RENTAL DEPOSIT AT THE DISCRETION OF THE DISTRICT MANAGER.

IT IS OUR DESIRE THAT THE ENTIRE RENTAL DEPOSIT BE REFUNDED AT THE END OF YOUR RENTAL. HOWEVER, RENTAL AGREEMENT RULES AND POLICIES MUST BE FOLLOWED FOR THE PROTECTION OF THE CLUB AND ALL OF ITS FACILITIES

APPLICANT SIGNATURE

PRINT FULL NAME

LEAVE BLANK

APPLICATION "A" PART 5

PARK RENTAL DEPOSIT NOTICE

FAILURE TO COMPLY WITH THIS LIST

WILL RESULT IN LOSS OF ALL OR A PORTION OF YOUR SECURITY DEPOSIT!

1. UNAUTHORIZED EXTRA VEHICLES WITHOUT A DISPLAYED PARKING PASS (TAG) \$25 EACH VEHICLE
(2 VEHICLE LIMIT IN PARK PER RENTAL).
2. TRASHBAGS LEFT AT PAVILION OR PICNIC AREA \$10 PER BAG
(TAKE ALL TRASH TO THE DUMPSTER WHEN LEAVING)
3. LEFTOVER SIGNS, RIBBONS, BALLOONS, DECORATIONS \$25
4. BROKEN GLASS, OR CONTAINERS, DISHES OR CONDIMENTS LEFT IN THE PARK \$25
5. TRASH LEFT AROUND THE GROUNDS OF THE PAVILIONS \$25
6. **PINATA LEFTOVERS, CONFETTI, INK STAINS, ETC. \$\$ (ENTIRE DEPOSIT)**

THE PERSON COMPLETING THE RENTAL APPLICATION IS THE PERSON IN-CHARGE OF THE RENTAL AND MUST BE PRESENT WITH THEIR GUEST TO ENFORCE THE PARK POLICIES AT ALL TIMES.

NOTE: ANY OTHER DAMAGE, CLEANING ISSUES, BROKEN ITEMS, ETC COULD RESULT IN LOSS OF A PORTION OR THE ENTIRE RENTAL DEPOSIT AT THE DESCRESION OF THE DISTRICT MANAGER.

IT IS OUR DESIRE THAT THE ENTIRE RENTAL DEPOSIT BE REFUNDED AT THE END OF YOUR RENTAL. HOWEVER, RENTAL AGREEMENT RULES AND POLICIES MUST BE FOLLOWED.

***** STRICTLY PROHIBITED IN THE PARK *****

1. PINATAS
2. ARTIFICIAL FLOWERS, CONFETTII OR UNCOOKED RICE
3. FIRE SKY LANTERNS
4. FIREWORKS
5. GLASS CONTAINERS
6. CLIMBING ON THE LAKE WATER FEATURES
7. SPIKES, STAKES OR DIGGING IN THE GROUND
8. OFF-ROAD VEHICLES / ATV'S/ MOTORCYCLES / GO-KARTS / GOLF KARTS
9. SWIMMING IN THE PARK LAKES
10. INFLATABLE WATER CRAFT, BOATS, FLOATS, SAILBOARDS/CRAFT, WAKE BOARDS, SURFBOARDS, STICK BOARDS, OR ANY ITEM THAT WOULD REQUIRE BEING IN THE WATER

THE PARK IS CLOSED MONDAY - SUNDAY SUNSET TO SUNRISE DAILY

Please exit the Park no later than sunset unless previously authorized by the District Manager.

APPLICANT SIGNATURE

PRINT FULL NAME

LEAVE BLANK

APPLICATION "B"
APPLICATION FOR RENTAL & USE OF PARK FACILITIES
FOREST OAKS PARK FACILITIES
LARGE GROUP RENTAL (WEDDING & INDIVIDUAL) & USE AGREEMENT
19023 Joanleigh
Spring, Texas 77388
281-353-0998

Applicant (full name): _____

Organization (if applicable): _____

Address: _____

Daytime Telephone: _____ Cell Phone: _____

Driver License #: _____

Email Address: _____

PLEASE CHECK THE FACILITY FOR WHICH YOU ARE APPLYING:

_____ Pavilion #4 with Dock/Amphitheater

_____ Pavilion #5 with Nature Walk Stream Area/Pergola

Will you be using the bonfire pit? (circle one) YES / NO

FUNCTION BEING CONDUCTED: _____

Event Date Requested: _____ **FEE RECEIVED: \$** _____ **DATE:** _____

Hours of Use: _____ **DEP RECEIVED: \$** _____ **DATE:** _____

Number of Persons: _____ **DEP REFUNDED: \$** _____ **DATE:** _____

Security Required: _____ **DEP KEPT: \$** _____

Key Card Provided Date: _____ **Reason for kept deposit:** _____

Key Card Returned Date: _____ _____

I, THE UNDERSIGNED APPLICANT, DO HEREBY CERTIFY THAT I HAVE READ THE PARK FACILITIES USE AGREEMENT ATTACHED HERETO AND THAT I HAVE BEEN PROVIDED A COPY OF SUCH AGREEMENT. I UNDERSTAND THE RULES AND CONDITIONS FOR THE USE OF THE PARK FACILITIES AND I ALSO UNDERSTAND THAT BY USING THE PARK FACILITIES 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 DISTRICT MANAGER FOR MY USE OF THE PARK FACILITIES AS SET FORTH BELOW.

I AGREE TO RETURN THE KEY TO THE FOSRC PARKS AND RECREATION OFFICE WITHIN 48 HOURS, THAT I WILL CLEAN THE PARK FACILITIES AND RESTORE THE PARK FACILITIES TO THE CONDITION IT WAS IN PRIOR TO MY USE. I UNDERSTAND THAT IF THE PARK FACILITIES OR GROUNDS ARE NOT CLEANED OR ARE DAMAGED, THE DISTRICT WILL MAKE THE NECESSARY REPAIRS AND/OR CLEAN THE PARK FACILITIES 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 PARK FACILITIES 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 DISTRICT 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 PARK FACILITIES OR SURROUNDING GROUNDS, WHETHER CAUSED BY THE SOLE NEGLIGENCE OF APPLICANT, THE SOLE NEGLIGENCE OF THE DISTRICT OR THE DISTRICT MANAGER OR A COMBINATION THEREOF, OR THE NEGLIGENCE OF ANY OTHER PERSON OR ENTITY.

I FULLY UNDERSTAND THAT CONSUMPTION OF ALCOHOL BY ANY MINOR PERSON (UNDER 21 YEARS OLD) ON DISTRICT PROPERTY IS STRICTLY PROHIBITED, THAT I WILL NOT KNOWINGLY ALLOW SUCH MINORS TO CONSUME ALCOHOL AT THIS EVENT, THAT ANY ALCOHOL RELATED INCIDENTS RESULTING FROM THIS EVENT ARE THE SOLE RESPONSIBILITY OF THE APPLICANT AND OR THE PERSONS CONSUMING ALCOHOL, THAT NEITHER THE DISTRICT NOR FOREST OAKS PARK WILL BE RESPONSIBLE FOR SUCH INCIDENTS AND ANYTIME BEFORE, DURING OR AFTER THIS EVENT.

I UNDERSTAND AND HERE BY CONSENT TO THE TERMINATION OF WATER SERVICE TO MY PROPERTY IN ACCORDANCE WITH THE DISTRICT'S RATE ORDER IF PAYMENT IS MADE BY A CHECK WHICH IS RETURNED FOR NON-SUFFICIENT FUNDS, OR A PAYMENT TO THE DISTRICT IS NOT HONORED BY THE MERCHANT BANK PROVIDED BY ME.

"APPLICANT"

Signed this _____ Day of _____ 20 ____.

Signed: _____

Print Name: _____

LEAVE BLANK



APPLICATION "C"

**APPLICATION FOR RENTAL & USE OF FACILITIES
FOREST OAKS SWIM AND RACQUET CLUB
TENNIS COURTS AND PAVILION**

**19023 Joanleigh
Spring, Texas 77388
281-353-0998**

Applicant (full name): _____

Organization (if applicable): _____

Address: _____

Daytime Telephone: _____ Cell Phone: _____

Driver License #: _____

Email Address: _____

PLEASE CHECK THE FACILITY FOR WHICH YOU ARE APPLYING:

____ Four (4) Tennis Courts & Main Pavilion

____ Six (6) Tennis Courts & Main Pavilion

FUNCTION BEING CONDUCTED: _____

Event Date Requested: _____ FEE RECEIVED: \$ _____ DATE: _____

Hours of Use: _____ DEP RECEIVED: \$ _____ DATE: _____

Number of Persons: _____ DEP REFUNDED: \$ _____ DATE: _____

Security Required: _____ DEP KEPT: \$ _____

Key Card Provided Date: _____ Reason for kept deposit: _____

Key Card Returned Date: _____ _____

I, THE UNDERSIGNED APPLICANT, DO HEREBY CERTIFY THAT I HAVE READ THE FACILITIES USE AGREEMENT ATTACHED HERETO AND THAT I HAVE BEEN PROVIDED A COPY OF SUCH AGREEMENT. I UNDERSTAND THE RULES AND REGULATIONS RELATING TO THE USE OF THE FACILITIES. I ALSO UNDERSTAND THAT BY USING THE FACILITIES I CONSENT TO ABIDE BY THE RULES AND REGULATIONS. I FURTHER AGREE TO INDEMNIFY HARRIS COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 110 (THE "DISTRICT"), ITS AGENTS, EMPLOYEES AND THE DISTRICT MANAGER FOR MY USE OF THE FACILITIES AS SET FORTH BELOW.

I AGREE TO RETURN THE KEY TO THE PARKS AND RECREATION OFFICE WITHIN 48 HOURS, THAT I WILL CLEAN THE FACILITIES AND RESTORE THE FACILITIES TO THE CONDITION IT WAS IN PRIOR TO MY USE. I UNDERSTAND THAT IF THE FACILITIES OR GROUNDS ARE NOT CLEANED OR ARE DAMAGED, THE DISTRICT WILL MAKE THE NECESSARY REPAIRS AND/OR CLEAN THE FACILITIES 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 FACILITIES 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 DISTRICT 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 FACILITIES OR SURROUNDING GROUNDS, WHETHER CAUSED BY THE SOLE NEGLIGENCE OF APPLICANT, THE SOLE NEGLIGENCE OF THE DISTRICT OR THE DISTRICT MANAGER OR A COMBINATION THEREOF, OR THE NEGLIGENCE OF ANY OTHER PERSON OR ENTITY.

I FULLY UNDERSTAND THAT CONSUMPTION OF ALCOHOL BY ANY MINOR PERSON (UNDER 21 YEARS OLD) ON DISTRICT PROPERTY IS STRICTLY PROHIBITED, THAT I WILL ALLOW SUCH MINORS TO CONSUME ALCOHOL AT THIS EVENT, THAT ANY ALCOHOL RELATED INCIDENTS RESULTING FROM APPLICANT'S EVENT ARE THE SOLE RESPONSIBILITY OF APPLICANT AND THE PERSONS CONSUMING ALCOHOL, THAT NEITHER THE DISTRICT NOR FOREST OAKS SWIM & RACQUET CLUB WILL BE RESPONSIBLE FOR SUCH INCIDENTS AND ANYTIME BEFORE, DURING OR AFTER THIS EVENT.

I UNDERSTAND AND HERE BY CONSENT TO THE TERMINATION OF WATER SERVICE TO MY PROPERTY IN ACCORDANCE WITH THE DISTRICT'S RATE ORDER IF PAYMENT IS MADE BY A CHECK WHICH IS RETURNED FOR NON-SUFFICIENT FUNDS, OR A PAYMENT TO THE DISTRICT IS NOT HONORED BY THE MERCHANT BANK PROVIDED BY ME.

"APPLICANT"

Signed this _____ Day of _____ 20 ____.

Signed: _____

Print Name: _____



APPLICATION "D"

**APPLICATION FOR RENTAL & USE OF FACILITIES
FOREST OAKS PARK FACILITIES
5K RUN RENTAL & USE AGREEMENT
19023 Joanleigh
Spring, Texas 77388
281-353-0998**

Applicant (full name): _____

Organization: _____

Address: _____

Daytime Telephone: _____ Cell Phone: _____

Email Address: _____

PLEASE CHECK THE FACILITY FOR WHICH YOU ARE APPLYING:

____ 5K Trail only

____ 5K Trail & Main Pavilion

Total number participants expected _____

Total number volunteers / staff / safety expected _____

Applicant providing portable toilets: YES / NO (circle one)

Renting WCID110 restroom trailer: YES / NO (circle one)

FUNCTION BEING CONDUCTED: _____

Event Date Requested: _____ FEE RECEIVED: \$ _____ DATE: _____

Hours of Use: _____ DEP RECEIVED: \$ _____ DATE: _____

Number of Persons: _____ DEP REFUNDED: \$ _____ DATE: _____

Security Required: _____ DEP KEPT: \$ _____

Reason for kept deposit: _____

I, THE UNDERSIGNED APPLICANT, DO HEREBY CERTIFY THAT I HAVE READ THE FACILITIES USE AGREEMENT ATTACHED HERETO AND THAT I HAVE BEEN PROVIDED A COPY OF SUCH AGREEMENT. I UNDERSTAND THE RULES AND REGULATIONS RELATING TO THE USE OF THE FACILITIES. I ALSO UNDERSTAND THAT BY USING THE FACILITIES I CONSENT TO ABIDE BY THE RULES AND REGULATIONS. I FURTHER AGREE TO INDEMNIFY HARRIS COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 110 (THE "DISTRICT"), ITS AGENTS, EMPLOYEES AND THE DISTRICT MANAGER FOR MY USE OF THE FACILITIES AS SET FORTH BELOW.

I AGREE TO RETURN THE KEY TO THE PARKS AND RECREATION OFFICE WITHIN 48 HOURS, THAT I WILL CLEAN THE FACILITIES AND RESTORE THE FACILITIES TO THE CONDITION IT WAS IN PRIOR TO MY USE. I UNDERSTAND THAT IF THE FACILITIES OR GROUNDS ARE NOT CLEANED OR ARE DAMAGED, THE DISTRICT WILL MAKE THE NECESSARY REPAIRS AND/OR CLEAN THE FACILITIES 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 FACILITIES 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 DISTRICT 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 FACILITIES OR SURROUNDING GROUNDS, WHETHER CAUSED BY THE SOLE NEGLIGENCE OF APPLICANT, THE SOLE NEGLIGENCE OF THE DISTRICT OR THE DISTRICT MANAGER OR A COMBINATION THEREOF, OR THE NEGLIGENCE OF ANY OTHER PERSON OR ENTITY.

I FULLY UNDERSTAND THAT CONSUMPTION OF ALCOHOL BY ANY MINOR PERSON (UNDER 21 YEARS OLD) ON DISTRICT PROPERTY IS STRICTLY PROHIBITED, THAT I WILL NOT ALLOW SUCH MINORS TO CONSUME ALCOHOL AT THIS EVENT, THAT ANY ALCOHOL RELATED INCIDENTS RESULTING FROM APPLICANT'S EVENT ARE THE SOLE RESPONSIBILITY OF APPLICANT AND THE PERSONS CONSUMING ALCOHOL, THAT NEITHER THE DISTRICT NOR FOREST OAKS SWIM & RACQUET CLUB WILL BE RESPONSIBLE FOR SUCH INCIDENTS AND ANYTIME BEFORE, DURING OR AFTER THIS EVENT.

I UNDERSTAND AND HERE BY CONSENT TO THE TERMINATION OF WATER SERVICE TO MY PROPERTY IN ACCORDANCE WITH THE DISTRICT'S RATE ORDER IF PAYMENT IS MADE BY A CHECK WHICH IS RETURNED FOR NON-SUFFICIENT FUNDS, OR A PAYMENT TO THE DISTRICT IS NOT HONORED BY THE MERCHANT BANK PROVIDED BY ME.

"APPLICANT"

Signed this _____ Day of _____ 20 ____.

Signed: _____

Print Name: _____