

KINGS CROSSING COMMUNITY ASSOCIATION - TOWN CENTER PARK
PARK USE AGREEMENT, RULES AND POLICIES

THE STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF HARRIS§

This *Park Use Agreement* by and between KINGS CROSSING COMMUNITY ASSOCIATION, a Texas non-profit corporation, ("the Association") and _____ (the "User") is executed on the dates set forth below to be effective on the agreed upon date.

RECITALS

1. The Association owns certain amenity facilities including, but not limited to, a park facility located at *Reserve C, Block 3, Kingwood Town Center, Section One (1) in Humble, Harris County, Texas* (the "Amenity").
2. User desires to use the Amenity.
3. User acknowledges that User has read and understands the *Kings Crossing Community Town Center Park "Rules and Policies"* attached hereto and incorporated herein by reference and agrees to its terms, conditions and charges set forth therein.
3. The Association is agreeable to allowing User the use of the Amenity, provided User executes this Agreement.

AGREEMENT

1. For and in consideration of the User's agreement to abide by all the terms of this *Park Use Agreement*, the Association grants to User the right to use the Amenity. The right to use the Amenity does not include the right to rent any of the Amenity for private use. The right to use the Amenity does include access to electricity and existing park lighting.
2. The dates and times of the User's right to use the Amenity, the type of event and the number of people expected will be as described in Attachment A.
3. User agrees to abide by the *Kings Crossing Community Association Town Center Park Rules and Policies*.
4. USER AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE ASSOCIATION, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, MANAGEMENT COMPANY, CONTRACTORS, AND SUB-CONTRACTORS (COLLECTIVELY THE "ASSOCIATION PARTIES") FROM AND AGAINST ALL DAMAGES, LIABILITIES, CLAIMS, CAUSES OF ACTION, PENALTIES, FINES, COSTS AND EXPENSES (INCLUDING WITHOUT LIMITATION ALL ATTORNEY'S FEES AND COURT COSTS) INCURRED OR SUFFERED BY THE ASSOCIATION PARTIES WHATSOEVER ARISING OUT OF OR RELATING IN ANY WAY TO THE USER'S' USE OF THE AMENITY (INCLUDING USER'S FAMILY MEMBERS AND GUESTS) GRANTED TO THE USER BY THIS INSTRUMENT, WHETHER OR NOT SUCH CLAIMS ARE BASED UPON: (1) THE NEGLIGENCE OF THE ASSOCIATION PARTIES; AND/OR (2) THE INTENTIONAL CONDUCT, THE UNINTENTIONAL CONDUCT AND/OR THE NEGLIGENCE OF ALL PERSONS AND/OR ENTITIES (INCLUDING, BUT NOT LIMITED TO, VENDORS, BUSINESS ORGANIZATIONS AND/OR CHARITABLE ORGANIZATIONS PARTICIPATING IN USER'S USE OF THE AMENITY) USING THE AMENITY DURING THE RESERVATION PERIOD DESCRIBED IN NUMBER 2 ABOVE.

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RULES AND POLICIES

Kings Crossing Community Association (the "Association") will allow a person, group, organization or business (the "User") to reserve the Kings Crossing Town Center Park (the "Park") for special events and activities. A special event or activity shall be defined as "an organized activity intended for more than fifty (50) people to share a common purpose as a group". No User shall solicit for, hold, or sponsor a special event or activity without the permission and prior written approval of the Board of Directors of the Kings Crossing Community Association. The Park Use Agreement must be executed by an adult of 21 years of age or older. All such special events and activities approved by the Association shall be subject to the following regulations:

1. Request to use Park Facilities

All requests to use the Park must be made with the Association through its managing agent at least three (3) weeks before the date desired for the special event or activity. Reservations, if approved, will be allowed on a first come, first served basis.

At the time reservation of the Park is requested, the User making the reservation shall execute the Agreement promulgated by the Association in which the User agrees to hold harmless and release the Association, its directors, officers, employees and agents from all liability for accidents, injuries and death of individuals and damage to property occurring as a result of the intentional or unintentional conduct or negligence or persons using the Park during the reservation period.

2. Rental and Deposit

2.1 At the time reservation of the Park is confirmed the Rental Deposit and Trash Deposit must be paid to the Association. **The Rental Deposit is 50% of the Daily Rental and the Trash Deposit is One Hundred Fifty (\$150) Dollars. The Daily Rental is Two Hundred Dollars (\$200) for Saturdays. For other days the rental for an event lasting 5 hours or less is Seventy-five Dollars (\$75) and for a longer event is One Hundred Fifty (\$150). Checks should be payable to Town Center Park Association acting as managing agent for the Association.**

2.2 The Trash Deposit will be refunded to the User reserving the Park within five (5) days after the conclusion of the special event or activity, provided that all persons using the Park during the reservation period observe all rules and regulations, do not damage the Park or surrounding area in any way, and leave the Park and surrounding areas in a clean manner. All or part of the deposit may be retained by the Association, at its sole discretion to the extent necessary to cover the cost of clean-up and/or repair to the Park and surrounding area. Further, the User reserving the Park shall guarantee payment for any damage occurring to the Park or surrounding area which exceeds the required deposit amount.

2.3 The Rental Deposit will be refunded if the event is canceled up to 60 days prior to the event. The balance of the rental must be paid 60 days prior to the event to secure the reservation.

3. Security

All approved special events and activities with an attendance of greater than one hundred (100) people must have in attendance for the duration of the event a security guard or constable to monitor traffic and parking. Additional security guards or constables may be requested by the Association in its sole discretion depending on, but not limited to, the nature of the special event or activity, and the number of people anticipated to attend. The Association may require that the User making the reservation provide evidence of the security contract prior to the special event or activity. The cost of such security shall be the sole responsibility of the User.

4. Insurance

A business User is to provide, prior to the event, a Certificate of Liability Insurance for the event that provides \$1 mil per occurrence & \$2 mil aggregate, naming Kings Crossing Community Association as Additional Insured with Waiver of Subrogation. If the promoter (User) has participants who have

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jump houses, mechanical rides, animal rides, or any similar liability exposures, it is recommended the promoter of the event be furnished a Certificate of Insurance by the participant.

5. Sanitation Facilities

Portable Restrooms – If the duration of the special event or activity is more than three (3) hours and more than one hundred (100) are in attendance, portable restrooms must be provided as follows: one (1) portable restroom for the first two hundred (200) people and one (1) additional restroom for each additional two hundred and fifty (250) people. Such portable restrooms must not be delivered more than one (1) day prior to the event and must be removed not more than one (1) day after the event and shall be located within the Park in areas designated by the Association.

Trash Cans – If food or beverages are to be served during the special event or activity, trash cans, in addition to the existing trash cans must be provided as follows: one (1) trash can for the first two hundred (200) people and one (1) additional trash can for each additional five hundred (500) people.

The cost of providing, delivering and removing the sanitation facilities shall be the sole responsibility of the User making the reservation.

6. Park Layout Plan

The application should include a map of the park with the intended placement of booths, sanitation facilities and trash cans. A blank map is available for this purpose.

7. Advertising

Decorative signs and banners are allowed in the Park for the week prior to the special event or activity but must not be placed outside the Park on surrounding streets or property. Any signage improperly placed may be removed by the Association without notice. The decorative signs and banners must be removed by the User making the reservation no more than one (1) day after the special event or activity. The Association agrees that a banner may be hung in front of the stage area between the light-posts for one week prior to the event.

8. Food and Beverages

Food and beverages may be served within the Park during the day of the special event or activity. It shall be the responsibility of the User making the reservation to determine and obtain, if necessary, food handler permits, TABC permits or similar type license to serve food and beverages.

9. Weapons and Explosives

No person other than a peace officer as defined by the State of Texas may carry or possess a weapon in the Park. No person may possess gunpowder or other combustibles, explosives or fireworks in the Park, provided however that fuel for cooking purposes is allowed if the fuel is properly contained

10. Use of Loudspeakers and Lighting

No person shall use any loudspeaker, public address system, amplifier or added lighting within the Park without prior written approval of the Association. The User making the reservation must obtain a Sound Permit from City of Houston.

11. County and City Laws/ Ordinances

It is the responsibility of the User making the reservation to be aware and knowledgeable of all County and/or City Laws and Ordinances applicable to the scheduled event. All County and/or City Laws and Ordinances must be adhered to. The Association shall not be held responsible for notifying the User making the reservation of these Laws and/or Ordinances.

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ATTACHMENT A – EVENT DETAILS

DAY/DATE	TIME FROM	TIME TO	EVENT TITLE	NO EXPECTED	STREET CLOSURE?