



**FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 25
OF FORT BEND COUNTY, TEXAS**

**THE POLICIES AND PROCEDURES FOR THE RESERVATION AND USE OF
DISTRICT MEETING FACILITIES**

The Board of Directors (the “Board”) of Fort Bend County Municipal Utility District No. 25 of Fort Bend County, Texas (the “District”) hereby sets forth the general standards, policies, and procedures whereby the District will allow its conference room facility, James Cupp Meeting Center, to be used by outside individuals and groups so that space not needed by the District can serve for public purpose and thereby be of greater benefit to the residents of the District.

Recitals

The District owns the conference room facility at 18310 Old Richmond Road, Sugar Land, Texas 77498 (the “James Cupp Meeting Center”). The District needs the James Cupp Meeting Center for meetings the third Thursday of every month, and other specified days as necessary, but for some periods of time the James Cupp Meeting Center is not in use and is available for use by others.

Many groups composed entirely, or in part, of residents of the District are in need of a place to meet. Facilitating the meetings of such groups would be of great benefit to the District’s residents. It is possible to allow such groups to use the James Cupp Meeting Center at such times and in such a manner as will not interfere with the District’s use thereof, but which will increase the benefit to the District’s residents of the James Cupp Meeting Center.

Policies and Procedures

1. These Policies and Procedures for the Reservation and Use of District Meetings Facilities shall be referred to as the “Conference Room Use Policy”.
2. A schedule shall be made by the District prior to each month blocking out the times during which all or part of the James Cupp Meeting Center will be in use by the District or for District purposes. The remaining times shall be available for use by outside groups (“User”) in accordance with the procedures and policies outlined below.

3. Any group or individual may reserve the James Cupp Meeting Center, subject to Board approval under paragraph 8 of these Policies and Procedures, on a first-come, first-served basis, after completing a Reservation Application Form as provided by the District. Such form must be signed by person(s) over eighteen years of age who agree to be ultimately responsible for the facility use and to be present during the use of the James Cupp Meeting Center. The form must be accompanied by a \$200.00 refundable deposit. Deposits will be waived for all in District HOA meetings. Applications shall be accepted and reservations made by the District's representative for the James Cupp Meeting Center. For non-District residents reserving the James Cupp Meeting Center, an additional rental fee in the amount of \$100.00 is required. The refundable deposit and rental fee, if applicable, must be paid ten (10) days prior to the scheduled event.
4. No User shall allow any group or individual to use the James Cupp Meeting Center during the User's term of occupancy other than those making the application and no User shall allow any non-approved use of the James Cupp Meeting Center.
5. There shall be a refundable security deposit required in the minimum amount of \$200.00 for all persons to use the James Cupp Meeting Center. The security deposit may be increased by the District's representative, if the District's representative deems appropriate. The deposit shall be refundable if, upon inspection by the District, the James Cupp Meeting Center has been adequately cleaned with no damage as set forth herein in this Conference Room Use Policy. All deposits must be paid ten (10) days prior to the scheduled reservation.
6. The deposit required above shall be made at the time of application and shall be held by the District until a determination of the costs of cleaning and/or repairing the James Cupp Meeting Center following the activity conducted at the James Cupp Meeting Center is made, which determination will be made within ten (10) business days of the use of the James Cupp Meeting Center. All Users must contact the District's representative prior to using the James Cupp Meeting Center to schedule an inspection of the James Cupp Meeting Center. At the pre-use inspection, the District representative will provide the User with the Technician-on-call's email and mobile phone number. The assigned Technician will make sure to lock and unlock the James Cupp Meeting Center before and after scheduled events. The assigned District representative will then inspect the James Cupp Meeting Center and determine the cleaning and/or repair costs, if applicable within two business days. Costs of cleaning and/or repair or any additional charges for failure to comply with the aforesaid requirements shall be deducted by the District from the deposit and the balance, if any, returned to the User within ten (10) business days of the use of the James Cupp Meeting Center. If the costs are greater than the amount of the deposit, the User shall be liable for the entire amount. No User shall be allowed to use the James Cupp Meeting Center again until all costs previously incurred are paid.

7. A fee of \$25.00 will be assessed for any returned checks for non-sufficient funds or declined credit card charges. Acceptable methods of payment for deposits and annual fees will be personal or business check, cashier's check or money order payable to the District, or major credit card. **Cash will not be accepted.**
8. No User may reserve the James Cupp Meeting Center for more than two (2) meetings per month unless such User is an approved organization meeting at a regularly specified meeting time which does not unduly interfere with the use of the James Cupp Meeting Center by other authorized Users. All such Users must re-submit their application to the Board on an annual basis.
9. No User may use the James Cupp Meeting Center if the User is found to be delinquent in either utility payments or taxes to the District.
10. All Users are limited to the specific area approved for their use and may not use any other area, including the exterior of the James Cupp Meeting Center, for the display of banners or signs of any sort or any other unauthorized use, except for temporary poster-sized signs placed on an area approved by the District announcing the meeting, with the placement of each sign being at the sole discretion of the District.
11. All Users are responsible for returning the James Cupp Meeting Center to the same condition prior to the User's occupancy and use. Users are responsible for their guests' damage to the James Cupp Meeting Center as well as their own damages. All Users are responsible for the conduct of themselves and their guests. **Alcohol is prohibited** on District property and any conduct occurring on District property which is unlawful or inappropriate, shall result in the immediate termination of the use and forfeiture of all deposits, and may result in fines and criminal charges. The District disclaims any liability for injury to or by the User or the User's guests due to the use, consumption, or influence of alcohol or any other substance.
12. The District reserves the right to terminate any User's occupancy at any time.
13. The District reserves the right to require that a bonded security guard be present during the times the Board deems such security necessary.
14. Users shall not use the James Cupp Meeting Center in such a manner as to damage the James Cupp Meeting Center or to disturb other Users or residents in the vicinity of the James Cupp Meeting Center.
15. The District must be notified no less than two (2) days prior to the reservation date of any cancellations.

16. The hours of operation for the James Cupp Meeting Center are 8:00 a.m. to Midnight. Extended hours will be granted on a per case basis.

17. User(s) shall not exceed maximum capacity of 60 persons in the James Cupp Meeting Center.

18. Special Provisions:

- a. The James Cupp Meeting Center shall be available for church services from 7 a.m. until 2 p.m. on Sundays, including clean-up time. Churches may reserve the James Cupp Meeting Center at other times for other functions.
- b. Political organizations may reserve the James Cupp Meeting Center for their normal meetings similar to other Users, but when conducting forums or panel discussions at which non-members or such groups are encouraged to attend, opposing candidates or viewpoints must be represented and allowed to make their presentations.
- c. Users reserving the James Cupp Meeting Center for wedding-related functions may not throw rice but may use birdseed in lieu thereof.
- d. No firearms or other weapons will be permitted in or around the James Cupp Meeting Center.
- e. No smoke machines will be permitted in the James Cupp Meeting Center.
- f. No animals or pets may be allowed in the James Cupp Meeting Center, unless required for medical assistance, including, but not limited to seeing-eye dogs.
- g. The District shall not be responsible for any loss or damage to personal property occurring on District property during the use of the James Cupp Meeting Center.
- h. No nails or tacks may be used in/on any woodwork or walls.
- i. All decorations, displays, advertisements, and promotional materials must be approved by the District representative.
- j. No glitter or confetti may be used in the James Cupp Meeting Center.
- k. Kitchen facilities in the James Cupp Meeting Center are available; however, none of the District's kitchen supplies shall be used for any event.

19. The James Cupp Meeting Center is not to be used for any purpose which violates any state statute, local or county ordinance or regulation, or administrative rule to which the District is subject.
20. The Board reserves the right to amend these Policies and Procedures at its discretion at any time without actual notice to those reserving or requesting use of the James Cupp Meeting Center.
21. **TO THE FULL EXTENT PERMITTED BY LAW, THE USER HEREBY AGREES TO SAVE AND INDEMNIFY AND KEEP HARMLESS THE DISTRICT, ITS DIRECTORS, OFFICERS, AGENTS, CONSULTANTS AND EMPLOYEES, AGAINST ALL LIABILITY, CLAIMS, JUDGMENTS OR DEMANDS OR DAMAGES TO PERSONS OR PROPERTY BROUGHT BY ANY PERSON OR ENTITY FOR ANY NEGLIGENT ACT OR OMISSION OR PROPERTY CONDITION ALLEGEDLY CAUSED OR CREATED, IN WHOLE OR IN PART, BY THE DISTRICT AND THE USER WILL DEFEND ANY AND ALL SUITS WHICH MAY BE BROUGHT AGAINST THE DISTRICT IN CONNECTION THEREWITH AND WILL REIMBURSE THE DISTRICT FOR ANY EXPENDITURES, INCLUDING REASONABLE ATTORNEYS' FEES, WHICH THE DISTRICT MAY INCUR BY REASON OF SUCH ACCIDENTS OR INCIDENTS.**
22. The User must sign a copy of this Conference Room Use Policy indicating that the User has read and understands same.
23. These Policies and Procedures are effective as of this the _____ day of _____, 2014.