

SAN ANTONIO MUNICIPAL UTILITY DISTRICT NO. 1

GENERAL RENTAL RULES, REGULATIONS AND AGREEMENT

I. Reservations and Deposits

- A. These rental conditions govern usage of the San Antonio Municipal Utility District No. 1 building (“Building”) located at 16425 Wildlake Boulevard, Helotes, Texas.
- B. The San Antonio Municipal Utility District No. 1 (“District”) has reserved the Building on the second Wednesday of each month.
- C. The Building is also reserved to accommodate all election needs.
- D. The San Antonio Ranch Homeowners Association has a standing reservation for the third Wednesday of each month.
- E. The individual or organization representative reserving the Building (“User”) shall make a deposit of \$100.00 per event (+) a non-refundable deposit/per day. Please note, set up/clean up times must be performed within the paid rental times. The deposit shall be held by the District until a District representative has inspected the Building and grounds and made a determination of any needed additional costs for repairs and cleaning. The costs of such repairs or cleaning shall be deducted from the deposit. The balance, if any, will be returned to the User. If the costs are greater than the amount of the deposit, the User shall be liable for the full amount of such repairs as made. Users are responsible for any and all damage which their guests and invitees cause to the Building and grounds.
- F. Use of the Building shall be limited to Monday through Thursday from 9:00 a.m. to 10:00 p.m., Friday and Saturday from 9:00 a.m. to 1:00 a.m., and Sunday from 1:00 p.m. to 8:00 p.m.
- G. User must be at least twenty-one (21) years of age and must agree to be responsible for the Building and to be present during its use for the event.
- H. User may reserve use of the Building for an event by submitting an application to the District a minimum of five (5) weeks in advance. This time period allows the District board to approve the application during a monthly board meeting.
- I. The District Board requires the User to provide a certificate of liability insurance addressed to the District with limits of liability of not less than \$1,000,000 for injury or death of a person and \$500,000 for property damage.
- J. User shall agree to indemnify and hold harmless the District, its officers, and agents against any and all claims, demands, or causes of action which may arise out of or result from the use of the Building for the event, including, but not limited to, those claims, demands, and causes of action involving personal injury, death or property damage.

- K. It is Users' responsibility to contact the District Office Manager to confirm date availability: Contact **Casey Brakebill** at **Text: 210-913-9790**; or Email: sanantoniomud1@gmail.com; Mailing Address: San Antonio Municipal Utility District #1, PO Box 696, Helotes, TX 78023
- L. Upon confirmation of date availability, User must submit a completed and signed application, proof of insurance liability, and the required deposit to the District Office Manager at the mailing address above.

II Building Rules and Regulations

- A. User shall not use the Building in such a manner as to damage the Building or to disturb residents in the adjoining neighborhood. No loud music or noise that would disturb neighbors is allowed.
- B. Vehicles are only allowed on designated parking area and may not park on grassy areas.
- C. User shall be responsible for returning the Building to the same condition in which it was prior to use. Trash must be bagged and carried off the grounds. The kitchen area, including all appliances, must be cleaned and returned to their pre-event condition. If moved, all furniture must be returned to its original location. Failure to clean the Building or remove trash may disqualify the user from any subsequent reservation privileges.
- D. Bathrooms must be left in a tidy and orderly condition.
- E. No smoking is permitted in the Building.
- F. Users shall not place staples, hooks or tape on the walls of the Building.
- G. No fireworks. No illegal substances will be allowed in the Building or upon the grounds of the Building. Alcoholic usage may require the addition of security personnel during the event.
- H. No space walks, rides, or other playground equipment may be brought onto the Building grounds.
- I. The district Board reserves the right to require that a bonded security guard or peace officer be present, at the User's sole expense, during the times the Board deems such security necessary.
- J. The Building may not be used for any purpose that violates any state or federal statute, local or county ordinances or regulation, the District's rules and regulations for recreational facilities, or any administrative rule to which the District is subject. Any person violating these statutes, ordinances, rules or regulations may be subject to penalties as allowed by law.
- K. Building Maximum Occupancy – 85

- L. The District reserves the right to impose additional restrictions on use as the situation warrants. Terms and conditions subject to change at the discretion of the Board

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BUILDING RESERVATION APPLICATION

Today's Date: _____

Date (Dates) Desired: _____

Time: from: _____ to: _____

Anticipated Attendance: _____ (Building Maximum Occupancy – 85)

Describe Usage: _____

RATES – (check one):

San Antonio Municipal Utility District No. 1 residents with no delinquent District taxes:
\$125/day _____

Non-San Antonio Municipal Utility District N. 1 residents: \$350/day _____

Use of Parking Lot Only Rental Fee for NON-SA MUD #1 Residents: \$100/day _____

As the responsible representative of the above event(s), I hereby request use of the San Antonio Municipal Utility District No. 1 Building for the above stated use. I have read and understand all District rules related to use of the Building and I agree to abide by these rules. I will reimburse the District for any and all damages and/or cleanup costs including amounts exceeding the deposit that the District incurs as a result of the use of the Building.

Signature: _____ Date: _____

Organization: _____ Phone: _____

Renewal Date for this application (if applicable): _____

SAN ANTONIO MUNICIPAL UTILITY DISTRICT NO. 1

AURHORIZED USER AGREEMENT FOR BUILDING/PARKING LOT USE

USER MUST KEEP THIS FORM DURING THE BUILDING/PARKING LOT USE

Date: _____

Group or Individual Name: _____

Contact Person: _____

Address: _____

Phone No.: _____

Fax No.: _____

Attendance Number (Maximum capacity 85): _____

Event Type: _____

This Authorized User Agreement (the “Agreement”) is made between San Antonio Municipal Utility District No. 1 (“District”), a political subdivision of the State of Texas and the party named as User of the execution page of this Agreement (“User”).

NOW, THEREFORE, and in consideration of the following promises, covenants and conditions, the District and the User (the “Parties”) agree as follows:

1. The District does hereby grant User permission to use the following specified areas, ingress and egress thereto via public corridors and public areas:

_____ (“Authorized Area”) for the following use:

_____ and no other purposes. Such use shall be subject to (i) the terms and conditions set forth in this Agreement.

2. User shall conduct its activities within the Authorized Area so as not to endanger any person lawfully thereon and User agrees to indemnify, defend, and hold harmless the District and its officers, agents, employees and representative (collectively, the “Indemnified Persons”) from and against any and all liability, losses, claims, demands, fines, penalties, costs and expenses (including, without limitation, attorneys’ fees and litigation expenses) to which any of the Indemnified Persons may become subject by reason of, or in any way related to: (i) the use of the Authorized Area by User or its agents, contractors, employees, patrons, performers or guests or breached of applicable codes, laws, rules and regulations by the User or its agents, contractors, employees, patrons, performers or guests; (ii) any action, omission or

negligence, whether in whole or in part, or the User or its agents, contractors, employees, patrons, performers or guests, **including any actions, omission or negligence resulting from the use of alcoholic beverages;** or (iii) THE NEGLIGENCE OF THE INDEMNIFIED PERSONS to the extent, but no further, that such negligence is based upon a claim or finding that the Indemnified Persons failed to supervise or monitor the use of the Authorized Area by User or its agents, contractors, employees, patrons, performers or guests in or the failure of the District to enforce this Agreement against the User. **The User of this event is responsible for the welfare of all persons attending their event an must ensure all guests can drive safely, or must make other arrangements to assist the guests home.**

The Indemnified Persons shall not be liable or responsible for, and the User hereby releases and forever discharges the Indemnified Persons from, any loss, damage or injury to any person or property of User or its agents, contractors, employees, patrons, performers or guests in or around the Authorized Area or other portion of the District resulting from any cause whatsoever. In no event shall any Indemnified Persons by liable to User or its agents, contractors, employees, patrons, performers or guests for any consequential, special, exemplary or punitive damages suffered or incurred by User or its agents, contractors, employees, patrons, performers or guests as a result of the actions or omissions of any Indemnified Person.

3. User agrees to abide by the Rules and Regulations Governing Recreational Facilities and for the District.
4. The Agreement shall be construed and enforced in accordance with the laws of the State of Texas. Venue shall lie in Bexar County Texas.
5. This agreement contains the entire agreement of the Parties and supersedes all prior understandings of the Parties, whether written or oral, with respect to this Agreement.

San Antonio Municipal Utility District No. 1:

By: _____

Name: _____

Title: _____

Date: _____

User:

By: _____

Name: _____

Title: _____

Date: _____