

**FORT BEND COUNTY MUD NOS. 122 AND 123  
CREEKSIDE AT LAKEMONT PARK  
FACILITY RENTAL POLICY AND AGREEMENT**

The Board of Directors of Fort Bend Municipal Utility District No. 122 and the Board of Directors of Fort Bend Municipal Utility District No. 123 (collectively, the “MUD Boards”) have adopted the following Facility Rental Policy and Agreement (this “Policy”) governing the facilities located at Creekside at Lakemont Park which are listed on Appendix A (individually, a “Facility” and collectively, the “Facilities”). The Facilities may be rented by residents of Fort Bend County Municipal Utility District No. 122 and Fort Bend County Municipal Utility District No. 123 (collectively, the “Community”), as well as members of the general public (together with members of the Community, each an “Applicant” and collectively, “Applicants”). All Applicants must comply with the policies and procedures outlined and agree to the provisions set forth herein. Fort Bend County Municipal Utility District No. 122 and Fort Bend County Municipal Utility District No. 123 are collectively referred to herein as the “Districts.”

**I. PROCEDURES FOR RESERVING FACILITIES**

The Facilities shall be available on a first-come, first-served basis. Reservation application for use of Facilities is required. Reservation requests are accepted in advance of functions based on minimum requirements posted on our reservation portal. Interior building Facilities may be reserved up to September 30, 2025. External Facilities may be reserved a minimum of 48 hours in advance.

All applications are processed through our online reservation system and reviewed/approved by the MUD Boards’ Facility Administrator. The Applicant will be notified promptly, typically within five business days of receipt of an application to confirm availability of the date(s) and time(s) requested and will review rental, security and other associated costs, as well as policy highlights. Submittal of online application does not reserve a Facility. Approval notification must be received from the MUD Boards’ Facility Administrator. Payment for all Facility rental fees (including a security deposit) must be submitted at the time of the reservation request, except for the Event Center. Refer to Appendix A for Facility rental fees.

**II. ELIGIBILITY**

A. Facility reservations and rentals are not limited to individuals residing in the Community, though residents of the Community will receive reduced rates for rentals. Paid reservations and rentals are considered priority.

B. A Community Applicant must be a legal owner or lessee of a residential property in the Community and must provide identification and acceptable proof of residence in the Community to receive the rate reduction.

C. A Community Applicant's use of common property and Facilities may be suspended if the Community Applicant has a delinquent MUD tax bill or if they misrepresent their residency status. For an Applicant leasing a Lakemont property, the property owner's account cannot be in a delinquent status with respect to the MUD tax bill.

D. The person submitting the application must execute all transactions, inquiries, and changes.

E. Applicant may provide one additional contact for the reservation.

F. Applicant is required to be present at the event and available for contact during the entire event period.

G. The right to rent or use the Facilities is exclusive to Applicant. Applicant shall not have the right to sublease or assign its reservation to another group or organization. The Facilities shall not be used for any purpose other than the use stated in the rental application.

H. The MUD Boards reserve the right to deny the application to reserve or rent Facilities based on Applicant's and/or Applicant's guests' previous rental history.

I. Facilities may not be reserved or rented for commercial purposes, except for the purpose of employee meetings and special events.

J. MUD Boards reserve the right to deny applications for events that are deemed political, social policy activity, or policy critiquing in nature, or events deemed divisive, illegal, or immoral.

K. Any reservation or rental agreement is revocable by the MUD Boards at any time if deemed to have been made under false pretenses. This rental agreement may be terminated by the MUD Boards by providing notification at the time of discovery of any discrepancy, fabrication or misrepresentation by the applicant. Notice will be made in writing via the contact information provided on the application (text and or email).

### **III. NON-PROFIT**

Facilities are available to 501(c)(3) non-profit organizations. Qualifying entities will pay applicable rates per **Appendix A**. There is no specialized pricing for 501(c)(3) non-profit organizations,

### **IV. CLUB SPORTS**

The outdoor Facilities listed on Appendix A may be rented for club sports events. Applicants renting for club sports events at the Facilities must provide a parking plan prior to booking pursuant to Section VIII of this Policy.

### **V. DATES FACILITIES ARE UNAVAILABLE FOR RENTAL**

Facilities are not available for rental reservations on the dates listed, unless otherwise indicated, or on any date identified as a holiday by the MUD Boards.

New Year's Day  
Good Friday  
Easter Sunday  
Memorial Day  
July 4th  
Labor Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Eve  
Christmas Day  
New Year's Eve

### **VI. CONDUCT AND COMPLIANCE WITH APPLICABLE LAWS AND COMMUNITY RULES, REGULATIONS AND POLICIES**

Applicant and Applicant's agents, contractors, licensees, invitees, participants and or guests using the Facilities shall comply with the laws of the State of Texas, and all rules, regulations, and laws adopted by Fort Bend County and the State of Texas, as well as the Community Rules, Regulations and Policies attached hereto as Appendix B. Applicant and Applicant's agents, contractors, licensees, invitees, participants and/ or guests will be subject to all applicable law enforcement penalties for violating any law while within the Facilities.

Applicant and Applicant's agents, contractors, licensees, invitees, participants and/or guests are required to conduct themselves in a manner which will not interfere with the Community's residents, or their enjoyment of the residential community. Obnoxious, abusive, destructive, reckless, rude, lewd, obscene, or boisterous behavior will not be tolerated. After 10:00 p.m., events must be confined to the interior of the Facilities. The doors will remain closed, and noise must be held to a minimum in order to cause no nuisance to nearby residents of the Community.

Applicant hereby assumes full responsibility for the behavior of all Applicant's agents, contractors, licensees, invitees, participants and/or guests, attending the event that may result in a violation of any of the terms and conditions set forth herein.

The MUD Boards reserve the right at all times to control and remove from the Facilities any and all objectionable person or persons. Persons visibly under the influence of drugs or alcohol will be required to leave the Facilities and surrounding areas.

## **VII. OCCUPANCY LIMITS**

A maximum number of persons permitted to occupy a particular Facility or room is set forth in Appendix A.

## **VIII. PARKING**

Applicant and Applicant's agents, contractors, licensees, invitees, participants and/or guests are required to drive and park motor vehicles in accordance with applicable laws and posted regulations. Parking is permitted only in designated areas. The MUD Boards make no guarantees of a specific number of parking spaces or guarantee the accommodation for specific parking requirements.

If the number of attendees at an event exceeds more than 50% of available spots for the site being rented, a parking plan prepared by the Applicant reserving Facilities will be required and must be submitted for approval by the Facility Administrator. Additionally, for applications to use the outdoor Facilities for club sports events, a parking plan prepared by the Applicant reserving the Facilities will be required and

must be submitted for approval by the Facility Administrator. Street parking is not permitted on either side of Lakemont Bend Lane or Bellaire Blvd unless authorization is obtained via an approved plan detailing how parking will be structured along with a process for the Applicant to monitor and enforce guidelines.

Approval of any street parking plan shall be in the sole discretion of the MUD Boards or an authorized representative.

Guests shall not cause excessive vehicle noise, vehicle audio system noise, cause undue traffic congestion or drive recklessly when arriving at and leaving the event. Violators will be removed from the Facilities and surrounding premises.

## IX. EQUIPMENT

No outside equipment, including but not limited to cooking devices, music/sound equipment, smoke machines, electrical devices, and special lighting shall be permitted within the Facilities and surrounding premises without advance written consent of the MUD Boards or an authorized representative. The MUD Boards reserve the right to prohibit outside equipment or rental services from being brought into the Facilities if it is deemed to potentially create additional risk to the Facilities or furnishings or necessitate additional custodial or other services. The MUD Boards reserve the right to require additional insurance requirements (see Insurance and Liability section) for any equipment that is brought onto the Facilities or surrounding premises.

Additionally, any use of outside equipment/vendors/party features on the Facilities requires prior approval by the Facility Administrator. These types of renter-provided amenities must be expressly included in the submitted application and without approval from the Facility Administrator, cannot be used on MUD property.

Examples of **permitted equipment**/vendors/party features: (not intended to be all inclusive)

- DJ's (see below)
- Face painters
- Balloon artists
- Art activities
- Magicians
- Gaming buses
- Outdoor movie screens
- Food trucks (with current permits)

Examples of **non-permitted** equipment/ vendors/ party features (not intended to be all inclusive)

- Amusement rides
- Bounce houses (moon walks/inflatable recreational devices)
- Animals (except sensory assistance animals)
- Dunking booths
- Smoke machines
- Fireworks/pyrotechnics
- Bungee operations/equipment
- Cannabis related events
- Any event involving in or on water activities
- Color/foam party
- Séance
- Shooting events/activities (skeet/trap/clay/guns)
- Car/motorcycle/RV/boat shows
- Battle re-enactment
- Political event, activist rally, etc.
- Union meeting
- Balloon festival
- Open flame
- Paint
- Glue
- Glitter

All equipment/vendors/party features (whether listed above or not) require disclosure by Applicant and authorization by the Facility Administrator.

The sound level of musical or sound equipment will be closely monitored by the Facility staff, and the MUD Boards reserve the right to require the Applicant to reduce sound level if deemed necessary. After 10:00 pm, sound should be at a level which is not able to be heard at a distance greater than 20 yards from the building. Sound levels in excess of those stated herein must be reduced immediately upon request from the Facility Administrator or staff member.

No music is permitted outdoors (including patios) after 10:00 p.m.

Storage of any equipment or supplies prior to function or following function is not permitted.

## **X. NO SMOKING OR GLASS CONTAINERS**

No smoking, e-cigarettes, vaping, sparklers, or open flame candles are permitted inside the Facilities or the surrounding premises. No glass bottles or drinking glasses are permitted outside the Facility building.

## **XI. DECORATIONS**

No decorations of any type shall be attached to the structures, ceiling, walls, or furnishings inside the Facilities or the surrounding premises. No glitter, confetti, rice or birdseed, pets (other than service animals), doves, or butterflies shall be permitted inside Facilities or anywhere on the surrounding premises. The use of thumbtacks, staples and tape on structures, ceilings, walls or furnishings is strictly prohibited and will result in the loss of all or part of the Applicant's security deposit.

## **XII. TABLE COVERINGS**

Table coverings must be used on any table where food, beverage, or other liquids will be used. Plastic, paper, or cloth varieties are permitted and must be provided by Applicant.

## **XIII. CLEAN UP**

Applicant shall return the Facilities and its furnishings and property in the same condition as received. Applicants agree to remove all bagged garbage from the function to the appropriate Facility dumpster per instructions provided by the Facility Administrator.

## **XIV. EXIT**

All Facilities, including parking lots, must have been promptly cleared and vacated by the end of the rental timeframe. Applicants failing to comply may forfeit their security deposit. Applicants are encouraged to reserve sufficient time in their rental period to accomplish clean up and clearing of parking lot.

## **XV. EMERGENCIES**

If additional Facility staff, other than those already on duty, are called out to respond to an emergency that is not the fault or responsibility of the MUD Boards, Applicant will be billed the appropriate hourly rate for the use of the additional Staff at a three (3) hour minimum cost.

## XVI. NON-CONFORMING EVENTS

Events that have been scheduled based on false or misleading information provided by the Applicant or Applicant's agents, contractors, licensees, invitees, participants and/or guests shall be rejected or canceled.

Events that do not conform to accepted community standards, or requirements stated herein, and/or any violations by Applicant and Applicant's agents, contractors, licensees, invitees, participants and/or guests of the provisions set forth herein or applicable law, will result in immediate cancellation and/or termination of the event and the Facility rental fee and security deposit will be forfeited.

## XVII. EVENT SECURITY

The Standard Security Guidelines are as follows:

- Any rental function serving alcohol will be required to have a minimum of one (1) uniformed law enforcement officer on duty per 50 guests.
- Additional security officer requirements are at the sole discretion of the MUD Boards.
- All rental functions serving alcohol must adhere to the state law minimum drinking age of 21 years old for all guests and anyone serving alcohol must also be 21 years of age or older.
- Any event in which monies are changing hands (fundraising, etc.) will be required to have a minimum of one (1) uniformed law enforcement officer on duty.

**All costs for uniformed law enforcement officers shall be paid for by the Applicant and Applicant understands that such costs are not included in the Facility rental fees or security deposit.** Security officer fees, if necessary, shall be discussed with Applicant during the reservation process. If required, Applicant shall employ security officers subject to verification by the Facility Administrator prior to event commencement.

The hired security officer must be a licensed peace officer in the State of Texas, as either a constable of Fort Bend County or Fort Bend County Sheriff, and arrangements for the security officer will be made by the Districts representative. Any hired security officer will be hired for a minimum of 3 hours, the minimum rental period for building use.

Law enforcement officers will have full authority to enforce the provisions of this Rental Agreement, and any and all applicable laws.



Any law enforcement officers required under this Agreement shall be in attendance for the duration of the event, beginning 30 minutes prior to the designated start time and through the designated end time, all as specified in the application. The fee amount for officers (per hour per officer) will be determined during the reservation process. If the Applicant goes beyond the scheduled end time, the Applicant will be responsible for the additional costs incurred for uniformed law enforcement officers.

The MUD Boards have the right to require additional law enforcement officers or require additional security measures beyond those set forth herein as the MUD Boards deem necessary in their sole discretion, to be paid for by the Applicant. Such additional security may be required based on the size of the group, average age of the group, nature of the event and activities, hours and duration of the event, presence of alcoholic beverages, live entertainment and past experience with a group.

If additional uniformed law enforcement officers are called out due to a disturbance, Applicant will be charged for the extra officers at a rate equal to one and one-half (1 ½) times their regular hourly rate with a three-hour minimum cost. Violation of the security guidelines set forth in this Policy will result in termination of the event and forfeiture of the security deposit and the entire rental fee.

For events where individuals under the age of 18 years old are present, for every 25 guests that are under the age of 18 years old at least two (2) adults over the age of 25 years old must be in attendance at all times.

## **XVIII. PERSONAL PROPERTY**

The MUD Boards are not responsible for losses, damages and/or misplaced personal property placed in or on its Facilities or the surrounding premises by the Applicant and Applicant's agents, contractors, licensees, invitees, participants and/or guests.

Upon expiration of the rental time/agreement, or termination and/or cancellation of the event by the MUD Boards or Applicant, the MUD Boards reserve the right to remove from the Facilities all personal property remaining and to store or dispose of the same wherever and however it sees fit at the cost, expense and risk of the Applicant. The MUD Boards shall not be liable in any way to Applicant, participants or guests for removing, storing or disposing of such personal property.

## **XIX. CANCELLATIONS, DAMAGES AND SECURITY DEPOSITS**

### Payment for Facility Rental Fees and Security Deposits

Payments for both security deposits and Facility rental fees must be made on-line in the reservation portal. Unused hours of Facility rental fees and any security officer fees are non-refundable.

The amount of security deposit is set forth in **Appendix A**, provided with this Policy. However, if the proposed event is to include activities which, in the opinion of the MUD Boards, create additional risk to the Facility or furnishings, or necessitate additional custodial services, the MUD Boards are authorized to require such additional amounts for the security deposit as they deem necessary to account for the additional risk or services required.

### Purpose and Use of Security Deposits

The security deposit shall be used to repair, replace or compensate for any property of the MUD Boards which is damaged or missing as a result of use by the Applicant and Applicant's agents, contractors, licensees, invitees, participants and/or guests or shall be used to compensate for any overage of the prepaid rental period or termination fees set forth in Appendix A, if the Applicant is a "no-show", or the event is terminated due to violations of this Policy. An additional charge will be billed to the Applicant if the damages or the cost of the MUD Boards' emergency response exceed the security deposit.

Applicant is required to leave the Facilities in the same condition as found upon arrival. The MUD Boards may deduct amounts from the security deposit to pay for any costs incurred by the MUD Boards to clean the Facilities to the MUD Boards' satisfaction, as determined by the MUD Boards' sole discretion. Applicant assumes liability for the cost of repairing damage or loss to MUD Boards' property caused by Applicant and Applicant's agents, contractors, licensees, invitees, participants and/or guests, and agrees to reimburse MUD Boards for all costs which may be incurred in excess of the damage/security deposit for repair, replacement, or payment for any property of the MUD Boards which is damaged, destroyed, misplaced or stolen, by Applicant, participants or guests.

If costs for cleaning the Facilities, or loss, repair, or replacement, of any property of the MUD Boards which is damaged, destroyed, misplaced or stolen by Applicant, participants or guests are in excess of the security deposit, the MUD Boards shall notify the Applicant in writing of the unpaid amount and the Applicant shall have fourteen (14)

days from the date of receipt of the notification to pay the outstanding balance in full. If, after fourteen (14) days, the amounts owed remain unpaid, the MUD Boards may impose the following penalties on the Applicant: (1) until the MUD Boards have been compensated for such loss, Applicant shall not be allowed rental access to the Facilities and (2) the MUD Boards will impose a fine of up to \$10,000.00 to cover all of the MUD Boards' costs of collection, including attorney's fees.

Should an event's actual attendance exceed the designated number on the application by 10% or more, Applicant will forfeit their security deposit in full. If the additional number of attendees results in the requirement of additional security officer assignment, the event will be immediately terminated, and the Applicant and guests will be expelled from the Facilities and the surrounding premises. Furthermore, should an event not conform to or otherwise deviate from the description provided at the time of application, Applicant will forfeit their security deposit in full, the MUD Boards reserve the right to terminate the event immediately, and any fees paid will not be prorated or returned for early termination.

#### CANCELLATION POLICY

The cancellation deadlines for each Facility are set forth in Appendix A. The security deposit will be refunded in approximately forty-five (45) days in most cases unless damage occurred or there was a discrepancy with the rental. If there was damage done to the Facility, the date of refund will be determined by the extent of damage and time needed to obtain cost estimates for repairs and/or replacements. Security deposit refunds for completed events will be returned to Applicant's credit card or bank account provided when the reservation was made.

Outdoor facilities cancellation requests due to inclement weather must be made one hour or more prior to the reservation start time. Send requests to [info@lakemontmuds.com](mailto:info@lakemontmuds.com). A Facility Administrator will contact the Applicant to coordinate rescheduling or refunds.

#### **XX. LIABILITY INSURANCE AND INDEMNIFICATION AND RELEASE**

The MUD Boards require Applicants to provide event insurance in an amount equal to \$1,000,000.00 from underwriters approved by the MUD Boards for rental functions serving alcohol. The MUD Boards reserve the right to require an Applicant, in the sole discretion of the MUD Boards, to provide additional amounts of event insurance based on the risk posed to the Districts by the event.

APPLICANT HEREBY AGREES FOR ITSELF AND APPLICANT'S AGENTS, CONTRACTORS, LICENSEES, INVITEES, PARTICIPANTS, GUESTS, SUCCESSORS,

AND ASSIGNEES (COLLECTIVELY WITH THE APPLICANT, THE "APPLICANT PARTIES") TO RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE THE DISTRICTS, THEIR OFFICERS, DIRECTORS, CONSULTANTS, AND AGENTS, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "RELEASED PARTIES") FROM ANY AND ALL CLAIMS FOR INJURY TO OR DEATH OF ANY PERSON, FOR DAMAGE TO PROPERTY, OR FOR ANY AND ALL OTHER TYPES OF DAMAGES ARISING OUT OF (DIRECTLY OR INDIRECTLY) OR IN ANY WAY CONNECTED WITH THE USE OF THE FACILITIES, OR CLAIMS WHICH RESULT FROM STRICT LIABILITY IMPOSED UPON THE INDEMNITEES BY LAW, WHETHER CAUSED BY NEGLIGENCE (INCLUDING GROSS NEGLIGENCE) OF THE RELEASED PARTIES OR OTHERWISE, TO THE FULLEST EXTENT PERMITTED BY TEXAS LAW.


APPLICANT AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE RELEASED PARTIES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, ACTIONS, SUITS, DAMAGES, LOSSES, LIABILITIES, COSTS, AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES AND COURT COSTS, ARISING OUT OF OR RELATING TO (A) ANY ACT OR OMISSION OF APPLICANT AND/OR APPLICANT'S AGENTS, CONTRACTORS, LICENSEES, INVITEES, PARTICIPANTS, AND GUESTS; (B) ANY BREACH OF THIS AGREEMENT BY THE APPLICANT PARTIES; OR (C) ANY INJURY TO OR DEATH OF ANY PERSON, OR DAMAGE TO PROPERTY, OR FOR ANY AND ALL OTHER TYPES OF DAMAGES ARISING OUT OF (DIRECTLY OR INDIRECTLY) OR IN ANY WAY CONNECTED WITH THE USE OF THE FACILITIES, INCLUDING, WITHOUT LIMITATION CLAIMS ARISING FROM THE NEGLIGENCE OR GROSS NEGLIGENCE OF THE RELEASED PARTIES, OR STRICT LIABILITY IMPOSED UPON THE RELEASED PARTIES, OR OTHERWISE, TO THE FULLEST EXTENT PERMITTED BY TEXAS LAW.

APPLICANT FURTHER AGREES TO BE RESPONSIBLE FOR AND TO PROMPTLY PAY TO THE DISTRICTS, THEIR SUCCESSORS AND ASSIGNS, THE REASONABLE COST OF ANY REPAIRS, REPAIRS OR REPLACEMENTS TO THE FACILITIES ARISING DIRECTLY FROM THE APPLICANT PARTIES' USE OF THE FACILITIES, INCLUDING, WITHOUT LIMITATION, ALL COSTS INCURRED TO RESTORE THE FACILITIES TO THEIR EXISTING CONDITIONS FOLLOWING THE USE OF THE FACILITIES BY THE APPLICANT PARTIES.

IT IS EXPRESSLY ACKNOWLEDGED AND AGREED BY THE APPLICANT PARTIES THAT THESE INDEMNIFICATION AND RELEASE CLAUSES INCLUDE, BUT ARE NOT LIMITED TO, INDEMNIFICATION FOR CLAIMS ARISING FROM THE NEGLIGENCE, GROSS NEGLIGENCE, OR STRICT LIABILITY OF THE RELEASED PARTIES.

If any provision of these indemnification and release clauses are found by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be severed from this Policy, and the remaining provisions shall remain in full force and effect.

## **XXI. CONTACT INFORMATION**

For more information on or clarification of this Policy, please contact the MUD Boards' Facility Administrator at [info@lakemontmuds.com](mailto:info@lakemontmuds.com) or at 713-491-2050 

## **XXII. FACILITY RENTAL FEES**

Facility Rental Fees are also available on the Creekside Park page online at [www.lakemontmuds.com](http://www.lakemontmuds.com).

Various fees shall apply for damage to the Facilities appliances; failure to clean Facility floors, sinks, etc.; failure to remove trash, stow chairs and tables; application of tape, nails, tacks, or decorations to walls; clogged or grease disposal in sinks; broken or missing amenity or furniture, etc. This list is not intended to be all-inclusive. If the Facilities are not restored to the condition received at commencement of rental, a fee will be charged at the MUD Board's discretion.

## **XXIII. TERMINATION**

In addition to all other remedies available in law or in equity, the MUD Boards reserve the right to terminate events in violation of this Policy. In the event of termination of an event, Applicant will forfeit all deposits and Facility rental fees in addition to being liable to the Districts for any other amounts set forth herein.

**[EXECUTION PAGE FOLLOWS]**

I acknowledge that I have read and understand the information listed above and hereby agree to the terms of this Facility Rental Policy and Agreement.

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Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

**APPENDIX A  
FACILITY RENTAL FEES**

**Fort Bend MUD 122 & 123 Residents receive a 20% discounted hourly rate**

<b>FACILITY</b>	<b>CAPACITY</b>	<b>RATE</b>	<b>REQUIREMENT</b>	<b>DEPOSIT</b>	<b>CANCELLATION</b>
Pioneer Room A & B	150	\$250/Hour	4 Hour Minimum	\$350	30 days or more, no deposit deduction 15 – 29 days, 50% deposit deduction 14 days or less, forfeit 100% of deposit and rental fee
Pioneer Room A	80	\$125/Hour	4 Hour Minimum	\$250	30 days or more, no deposit deduction 15 – 29 days, 50% deposit deduction 14 days or less, forfeit 100% of deposit and rental fee
Pioneer Room B	65	\$125/Hour	4 Hour Minimum	\$250	30 days or more, no deposit deduction 15 – 29 days, 50% deposit deduction 14 days or less, forfeit 100% of deposit and rental fee
Pavillion	30	\$110/Hour	2 Hour Minimum	\$100	48 hours or more, no deposit deduction 24 hours or less, 50% deposit deduction Less than 24 hours, forfeit 100% of deposit and rental fee
Pickleball Courts A, B, C	2 – 4	\$40/Hour	2 Hour Minimum	\$40	48 hours or more, no deposit deduction 24 hours or less, 50% deposit deduction Less than 24 hours, forfeit 100% of deposit and rental fee
Tennis Court	2 – 4	\$40/Hour	2 Hour Minimum	\$40	48 hours or more, no deposit deduction 24 hours or less, 50% deposit deduction Less than 24 hours, forfeit 100% of deposit and rental fee
Multi-purpose Fields 1 - 2	N/A	\$40/Hour	2 Hour Minimum	\$40	48 hours or more, no deposit deduction 24 hours or less, 50% deposit deduction Less than 24 hours, forfeit 100% of deposit and rental fee

Various fees apply for damage to facility, garbage disposal or other appliances, failure to clean facility floors, sinks, etc. failure to remove trash, stow chairs & tables; application of tape, nails, tacks, or decorations to walls, clogged or grease disposal in sinks, broken or missing amenity or furniture, etc. This list is not intended to be all-inclusive.

If the facility is not restored to the condition received at commencement of rental, a fee will be charged at the MUD Board's discretion

## APPENDIX B COMMUNITY RULES, REGULATIONS, AND POLICIES

Within the Facilities, no person shall be permitted to do any of the following acts, except as may be otherwise provided:

- a) use of motorized vehicles outside of parking areas and roadways;
- b) carrying or discharging any firecrackers, rockets, torpedoes, other fireworks, air guns, bows, arrows, blowguns, darts or slingshots;
- c) carrying any firearms, except those persons duly authorized and licensed by the State of Texas to carry a concealed handgun in accordance with the provisions of the Texas Concealed Handgun Act;
- d) discharging any firearm;
- e) hitching, fastening, leading, driving or letting loose any kind of animal or fowl; provided that this shall not apply to dogs or house cats when led by cord or chain not more than six feet long;
- f) owners not picking up animal waste;
- g) damaging, cutting, breaking, injuring, defacing or disturbing any tree, shrub, plant, rock, monument, fence, bench, picnic table or other structure, apparatus or property;
- h) cutting or removing any wood, turf, grass, soil, rock, sand, gravel, landscape material or fertilizer;
- i) damaging or defacing any walls, floors, fixtures or furniture;
- j) bringing in and or disposing of outside garbage;
- k) leaving garbage, cans, bottles, papers or other refuse within the Facilities in places other than in trash receptacles provided therefore;
- l) burning of any kind;
- m) carrying glass bottles or drinking glasses of any kind;
- n) selling or offering for sale any food, drinks, confections, merchandise or services unless such person has a written agreement or permit issued by the MUD Boards;
- o) camping overnight or using the recreational outdoor Facilities after hours of use (such hours of use may be extended pursuant to a rental agreement to use the Facilities for a designated period of time);
- p) playing or betting at or against any game that is played, conducted, dealt or carried on with cards, dice or other device, for money, chips, shells, credit or any other representative of value, or maintaining or exhibiting any gambling table or other instrument of gambling or gaming;
- q) using any threatening, abusive or insulting language or language otherwise constituting "fighting words";
- r) committing any obscene, lewd or indecent act or creating a nuisance of any kind;



- s) disturbing in any manner any picnic, meeting, service, concert, exercise or exhibition;
- t) distributing, posting, placing or erecting any advertising, handbill, circular, bill, notice, paper or other advertising device; and
- u) practicing, carrying on, conducting or soliciting for any trade, occupation, business or profession.