

## Film & Photography Rental Application and Agreement

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This Rental Agreement ("Agreement"), is entered into on \_\_\_\_\_ (date), by and between Memorial Park Conservancy, Inc. ("MPC") of 7575 Picnic Loop, Houston, TX 77007, and Renter, named below ("Renter (s)"). Upon execution of the Agreement and payment of the required fees and deposit, MPC shall reserve space for the Renter for the following:

Renter Name: \_\_\_\_\_

Organization/Production Company Name: \_\_\_\_\_

Daytime Phone: \_\_\_\_\_ Contact phone during event: \_\_\_\_\_

Filming Date: \_\_\_\_\_ Email: \_\_\_\_\_

Start time: \_\_\_\_\_ End time: \_\_\_\_\_

Specific Locations requested:

\_\_\_\_\_  
\_\_\_\_\_

Purpose/Type of Film (check & explain below):

Noncommercial/Student       Commercial: Other       Commercial: Motion Picture

\_\_\_\_\_  
\_\_\_\_\_

Number of people: \_\_\_\_\_

Vehicles (number and size): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Equipment and Props List: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

For any of the following, a refundable deposit will be required. Please check any that apply:

- |   |  |
|---|--|
| <input type="checkbox"/> Motion Picture                                     | <input type="checkbox"/> Canopy/portable tent exceeding personal use size (10x10') |
| <input type="checkbox"/> Portable stage, toilets, or structures of any kind |  |

For any of the following, additional permits from City of Houston are required. Please check any that apply:

- |  |  |
|--|--|
| <input type="checkbox"/> Propane                         | <input type="checkbox"/> Amplified sound             |
| <input type="checkbox"/> Catering/commercial food vendor | <input type="checkbox"/> Tents over 1200 square feet |

For any of the following, insurance will be required. Please check any that apply:

- |   |  |
|---|--|
| <input type="checkbox"/> Portable stage, toilets, or structures of any kind | <input type="checkbox"/> Attendance will exceed 250 people |
| <input type="checkbox"/> Tents over 1200 square feet                        |  |

## Terms and Conditions

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1. Deposits – For events requiring a deposit, a refundable deposit in the amount of half total rental fee or \$200 (whichever amount is greater) is required. The area must be returned to the state in which it was found immediately following the event. If this condition is met, the amount will be fully refunded within 30 days after the event. Any damages caused to park property (including vehicles off of paved surfaces) will be repaired with the Renter held responsible for payment of all repairs or necessary cleaning that exceed the deposit.
2. Payment – It is understood that the space is not reserved until payment is received. Two weeks prior to the event, all monies collected except for deposit are non-refundable.
3. Cancellations – MPC will provide a full refund if Renter cancels the event at least 15 days prior to event. With 14 days or fewer before the event, the payment will be credited to future rentals with Memorial Park Conservancy within one year of the original booking date.
  - a. Renter is responsible for requesting a cancellation or change of date in writing.
  - b. MPC reserves first claim to the use of park property. MPC may cancel event due to weather or unforeseen circumstances; all monies received will be returned to Renter.
4. Insurance – For events requiring insurance, Renter must provide proof of general liability insurance coverage in the amount of \$1,000,000.00 USD per occurrence with City of Houston and MPC as additional insured on the policy. All vendors associated with the event must have workers compensation insurance, general liability insurance and policy endorsement naming MPC and City of Houston as additional insured showing the required insurance is in place. A copy of the insurance certificate(s) must be provided to MPC at least fourteen (14) days prior to the scheduled event.
5. “As-Is” Condition – Renter agrees to accept the rental area in its “as-is” condition “with all faults”. Renter is responsible for any and all damage done to park property. Renter and their guests agree to hold MPC and City of Houston harmless for release and forever discharge and hold harmless MPC and City of Houston from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from use of park property in relation in any way to this rental agreement.
6. It is understood and agreed that should the renter fail to adhere to all rules, policies and conform to the proper use of park property, MPC may, at its discretion, terminate this agreement and require the renting parties to vacate the premises (during the event if necessary), forfeiting any and all fees and monies.

I/We have read and understood this agreement and the policies it contains. I/We understand that if I/We or any of the guests or vendors at the event does not comply with this agreement and applicable park rules the event may be immediately terminated by MPC, in its sole discretion, and all deposits retained by MPC. I/We understand and agree that, in addition, I/We will be responsible and liable to MPC for any costs exceeding the amount of the retained deposit.

Renter(s) Signature

\_\_\_\_\_ Date

MPC Signature

\_\_\_\_\_ Date

## General Park Rules

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Permit holder is required to be on site during the entire event and will be held responsible for conveying park rules to event guests. The permit holder agrees to abide by the following rules and regulations:

1. All efforts must be made to avoid negatively impacting the park or other park users in any way.
2. All events must take place within standard park operating hours and adhere to the City of Houston noise ordinance. MPC staff are authorized to lower sound if deemed too loud.
  - a. Memorial Park Hours: 6 am – 11 pm, 365 days a year
  - b. Picnic Loop Hours: 9 am-7 pm Monday - Friday, 6 am-11pm Saturday -Sunday.
3. The sale and/or marketing of goods or services are not permitted. Film is permitted with a commercial photography or film permit.
4. Launching, landing, or operating an unmanned aerial vehicle within the boundaries of Memorial Park is prohibited. All aerial photography is prohibited.
5. All items, equipment and trash must be promptly cleared at the end of the event. Renter assumes all responsibility in cleaning the event area and dispersing the crowd by the end of the event.
6. No attaching anything to the exterior or interior of any park property which will cause permanent changes or alterations. a. No tape, nails or staples can be used on anything within the park, including trees.
7. Admission or gate fees may not be charged without permission from MPC.
8. Use of any restrooms will be non-exclusive.
9. Parking is not allowed in any way outside of authorized parking areas. Vehicles are not permitted on grass.
10. Memorial Park strictly adheres to the City of Houston Smoking Ordinance and is smoke-free.
11. Volleyball court rentals do not include a net. Renter must provide a net.
12. Grills are available for use on-site, and personal charcoal grills are allowed (unless a burn ban is in effect). Fires may only be built for the purpose of food preparation and must be contained in grill. Use of propane requires a permit from the fire marshal.
13. Renter may not distribute alcohol or food beyond their invited guests. No glass containers may be used.
14. For the comfort of other park users, generators are not allowed. The picnic areas do not have electricity.
15. Use of the following is not allowed without proof of additional permitting or insurance and may require a deposit. A copy of required permits and insurance must be provided to MPC at least 14 days prior to the event.
  - a. Propane, amplified sound equipment, any structures, and distribution of food or alcohol will require a permit from the City of Houston.
  - b. Canopy/tent exceeding 800 square feet, portable stage, portable toilets, and any event exceeding 250 guests will require advance proof of insurance.
  - c. Onsite cooking or service from a commercial vendor will require advance proof of health certificate.
16. To ensure the health of the park ecology and the safety of other park users, the following activities are prohibited:
  - a. Water activities such as dunking booths or 'slip and slides', water balloons, petting zoos or non-domestic animals, moonwalks or other inflatables.
  - b. Candles, rice, confetti, flower petals, smoke/fog machines, silly string, birdseed, potpourri, glitter or any substance of that nature.
17. MPC reserves the right to require at its discretion or as required by law, additional security and/or off-duty Houston Police Officers at the Renter's expense.
18. No structures, including tents and canopies that exceed 10'x20' or of any size that advertise a commercial product of any kind, may be erected on park grounds without the permission of MPC.
19. No gambling of any kind is permitted.
20. Events that practice discrimination based on race, creed, color, sex, gender, national origin, age or condition of handicap are not permitted. MPC reserves the right to deny any event, a

## Permit Fees

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### FILM & PHOTOGRAPHY

Commercial Film & Photography	\$250.00/day
MPC Annual Film & Photography Permit	\$1,200/year
Film (Student) includes one small vehicle	\$50.00/day
Film (Motion Picture) includes one box truck	Starts at \$2,000/day
Each additional vehicle	\$50/small vehicle \$100/box truck or larger

1. Stunt work is prohibited.
2. Tying or attaching anything to trees, fences, benches, tables, etc., is prohibited. Placing stakes in the ground is prohibited.
3. Film crew will not have access to electrical hookups and may not use generators.
4. Vehicles must stay on paved roads and be parked only in designated parking areas.
5. All materials brought in by film crew must be carried out, including trash, immediately following the permitted time. Any damages caused to park property will be repaired with the Renter held responsible for payment of all repairs or necessary cleaning that exceed the deposit.