

Rental Application and Agreement

This Rental Agreement ("Agreement"), by and between Memorial Park Conservancy, Inc. ("MPC") of 7575 Picnic Loop, Houston, TX 77007, and the Renter Organization or Individual listed below shall become effective upon the date this Agreement is signed by both parties. Upon execution of the Agreement and payment of the required fees and deposit, MPC shall reserve space for the Renter for the following:

Event name: _____

Renter organization or Individual name: _____

Date: _____

Start Time: _____ End Time: _____

Please note picnic areas are reserved in 3-hour blocks. Renter may reserve additional time as needed. Additional time must be requested at the time of booking. The rate for additional time is \$100 per hour. If reservation extends past agreed upon time, Renter will be charged accordingly. Additional hours may only be added to the 1:00 pm - 4:00 pm reservation time slot. Commercial Lawn Picnics are reserved in hourly blocks, at \$70 per hour.

Clay Family Eastern Glades Space requested (check):

Picnic Pad 01

Picnic Pad 02

Picnic Pad 03

Picnic Pad 04

Promenade Pavilion

South Lakeside
Pavilion

North Lakeside Pavilion

Commercial Lawn Picnic

Number of guests: _____

How will this event be advertised?: _____

Will anything be sold or given away? If so, please describe:

Will alcohol be served?: _____

Any additional commercial activities such as photography or catering, etc.?:

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

Propane

Catering/commercial food vendor

Amplified sound

Tents over 1200 square feet

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

Alcohol, with attendance exceeding 100
people

Tents over 1200 square feet

Attendance will exceed 250 people

Portable stage, toilets, or structures of any
kind

You will be notified via email if a deposit, insurance, or additional permits will be required. A copy of these documents must be provided to MPC at least 14 days prior to event.

Terms and Conditions

1. Deposits – a refundable deposit in the amount of half total rental fee or \$200 (whichever is greater) is required. Renter will be held responsible for any damage to Park property and for payment for all repairs or necessary cleaning that exceeds the deposit.

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.

2. Payment – The space is not reserved until payment and all required documents are received.
3. Cancellations – MPC will provide a refund if renter cancels the event at least 30 days prior to event, minus an administrative fee of \$50. Less than 30 days before the event, a refund will be credited in the following manner:

25 to 29 days before; MPC refunds 75% minus \$50 administrative fee

20 to 24 days before; MPC refunds 50% minus \$50 administrative fee

15 to 19 days before; MPC refunds 25% minus \$50 administrative fee

14 day or less; all monies collected (except for deposit) are non-refundable, 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 to reservations@memorialparkconservancy.org.

b. MPC may cancel event due to weather or unforeseen circumstances; all monies received will be returned to renter.

c. MPC will only provide a refund for a special event with at least 4 weeks' notice, minus an administrative fee of 20%. The "special event" label applies to a reservation with more than 300 attendants.

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 (20) 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. General Park Rules – Attendees agree to abide by all Park rules posted as well as on the MPC website (hyperlink: <https://www.memorialparkconservancy.org/visit/general-park-info/>) and accept that Memorial Park is used at their own risk.
7. 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

Memorial Park Conservancy
7575 Picnic Lane - Houston, Texas 77007
713.863.8403 www.memorialparkconservancy.org

Clay Family Eastern Glades Rental Rate

Fees are determined based on impact to park resources and users and may reflect the operating costs carried by MPC.

EASTERN GLADES NORTH LAKESIDE PAVILION *

WEEKDAYS (Monday - Thursday)	\$550
WEEKENDS (Friday - Sunday)	\$600
HOLIDAYS (MLK Jr. Day, Easter, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day After Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, and New Year's Day)	\$750

EASTERN GLADES SOUTH LAKESIDE PAVILION*

WEEKDAYS (Monday - Thursday)	\$400
WEEKENDS (Friday - Sunday)	\$450
HOLIDAYS (MLK Jr. Day, Easter, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day After Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, and New Year's Day)	\$500

EASTERN GLADES PROMENADE PAVILION

WEEKDAYS (Monday - Thursday)	\$250
WEEKENDS (Friday - Sunday)	\$300
HOLIDAYS (MLK Jr. Day, Easter, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day After Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, and New Year's Day)	\$350

EASTERN GLADES PICNIC PAD 01 AND PICNIC PAD 03 (DO NOT INCLUDE ELECTRICAL ACCES)

WEEKDAYS (Monday - Thursday)	\$150
WEEKENDS (Friday - Sunday)	\$200
HOLIDAYS (MLK Jr. Day, Easter, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day After Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, and New Year's Day)	\$250

EASTERN GLADES PICNIC PAD 02 AND PICNIC PAD 04 (INCLUDES ELECTRICAL ACCESS)

WEEKDAYS (Monday - Thursday)	\$200
WEEKENDS (Friday - Sunday)	\$250
HOLIDAYS (MLK Jr. Day, Easter, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day After Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, and New Year's Day)	\$300

*Additional fees and surcharges may apply. Refundable deposit not included in rental rates listed above. An additional refundable deposit is required and added to rental fee once permit request is approved. Please read terms and conditions before submitting request.

Rental Regulations:

1. Damages - Renter is responsible for any and all damage to equipment. Any damages will be repaired or replaced with the Renter held responsible for payment of all repairs resulting from use.
2. "As-is" Condition - Renter agrees to rent special equipment in its "as-is" condition.
3. Renter is responsible for setting up and returning rooms and equipment to the same location and arrangement they were in prior to usage. Set up and take down must be completed within the reserved time. MPC will not be responsible for tech support or troubleshooting in set up or take down of equipment before or during rental.

Payment Information

Renter Name _____

Address _____

City, State, ZIP _____

Daytime Phone _____ Contact phone during event _____

E-Mail _____

Rental Rate: \$ _____

Special Equipment Fees: \$ _____

Deposit, if required: \$ _____

Total Payment \$ _____

Payment Method:

Enclosed is my check payable to Memorial Park Conservancy, Inc.

Please charge my credit card:

Name as it Appears on Card _____

Card Number _____

Expiration Date _____ Security Code _____

Signature of Card Holder _____

Card Billing Address (if different than address above) _____

Please submit the completed and signed rental agreement to
reservations@memorialparkconservancy.org or mail to 7575 N Picnic Lane Houston, TX 77007.
MPC will reserve the space requested upon execution of the agreement and payment is received.

Memorial Park Conservancy
7575 N Picnic Lane - Houston, Texas 77007
713.863.8403 www.memorialparkconservancy.org

Questions? Contact reservations@memorialparkconservancy.org

General Park Rules

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: 5 am – 11 pm, 365 days a year
 - b. Eastern Glades Hours: 6 am – 10 pm, 365 days a year
3. The sale and/or marketing of goods or services is 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. A photography permit is needed in the Park for any commercial, professional, or university-level photo or film shoot.
5. All items, equipment and trash must be promptly cleared at the end of the event. Oversized that do not fit in trash receptacles will need to be removed from the grounds by the Renter. Excess trash bags need to be placed in designated areas. Renter assumes all responsibility in cleaning the event area and dispersing the crowd promptly at the end of the allotted reservation time.
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. Grills are available for use on-site. Fires may only be built for the purpose of food preparation and must be contained in a grill. Personal charcoal grills are not allowed at Eastern Glades.
12. Renter may not distribute alcohol or food beyond their invited guests. No glass containers may be used.
13. For the comfort of other park users, generators are not allowed.
14. 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.
15. 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.
16. 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.
17. No structures, including tents and canopies that exceed 10x20 feet or of any size that advertise a commercial product of any kind, may be erected on park grounds without the permission of MPC.
18. No gambling of any kind is permitted.
19. 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, activity, or equipment in its sole and absolute discretion.