

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. Commercial Lawn Picnics are reserved in hourly blocks.

Space requested (check):

Picnic Area
_____ (see map)

Vale Asche Playground
Covered Picnic Table

Volleyball Court (1-4)

Cullen Running Trails
Center East Patio

Cullen Running Trails
Center Multipurpose
Room

Cullen Running Trails
Center Event Lawn

Commercial Lawn Picnic

Other: _____

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, a refundable grounds deposit will be required (see Terms and Conditions). Please check any that apply:

Attendance will exceed 250 people

Portable stage, toilets, or structures of any
kind

Canopy/portable tent exceeding personal
use size

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 – 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 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 refund if Renter cancels the event at least 15 days prior to event, minus an administrative fee of \$15. 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 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 15%. The special event label applies to a reservation with more than 300 attendants, a private picnic loop event, or a rental in a non-permitted part of the park.
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. General Park Rules – Renter has read and understands all general park rules, available at memorialparkconservancy.org.
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

Rental Rates

PICNIC AREAS (21 AREAS AVAILABLE) - 3 HOUR RENTAL

| | |
|---|--------|
| 31-125 participants*/** | \$135 |
| 126-250 participants* | \$350 |
| 251-500 participants* | \$550 |
| Picnic Loop private event (limited availability at the discretion of MPC) | \$2000 |
| Commercial Lawn Picnic (per hour) | \$70 |
| <i>*Nonprofit rates: \$90, \$235, \$370</i> | |

CHILDREN'S BIRTHDAY PARTY (One covered picnic table at the Vale-Asche playground) - 3 HOUR RENTAL

| | |
|---------------------------------------|------|
| Up to 30 children (12 and under) | \$70 |
| <i>Nonprofit rates not available.</i> | |

VOLLEYBALL COURTS

Volleyball Court Rental (per court/per hour) – 4 courts available \$15
Volleyball net rental (per net/per day) – 2 nets available \$25
Nonprofit rates not available.

CROQUET COURT

Croquet Court Rental (2 hours) \$16
For each additional hour (1 hour) \$8
Equipment rental (per family-size croquet set) – 2 sets available \$7
Equipment & key to be picked up prior to play, must be during Cullen Running Trails Center Hours
Nonprofit rates not available.

CULLEN RUNNING TRAILS CENTER - 1 HOUR RENTAL RATES

Hours: M-F 6 am-8 pm, Saturday 6 am-6 pm, Sunday 6 am-2 pm

East Patio (concrete pad)* \$70
Multipurpose room (16' x 23', seating for 20 people)* \$80
Event Lawn (100' x 100' lawn behind the CRTC)* \$235

**Nonprofit rates: \$50, \$55, \$165*

***Picnics of 30 or fewer participants do not need a permit and may set up free of charge in one of the restricted "family picnic areas"*

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

Additional fees:

\$200 refundable grounds deposit will be charged if a) attendance will exceed 250 people, b) renter sets up a canopy or tent exceeding personal-use size, OR c) renter sets up a portable stage or other structure.

An additional permit(s) will be required by the City of Houston for a) the use of propane, b) amplified sound, AND/OR c) tents exceeding 1200 square feet.

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.

4. Renter will pick up equipment immediately before and after event from the Running Trails Center located at 7575 N. Picnic Lane, Houston, TX 77007. The office is open 6 am-8 pm Monday-Friday, 6 am-6 pm Saturday, and 6 am-2 pm Sunday. Renter is responsible for drop-off directly to MPC staff person.
5. Commercial lawn picnics are picnics performed through an external provider for profit. During commercial lawn picnics we do not permit confetti, hammocks, balloons, or staking into the ground. This does not apply to parkgoers self-providing picnic décor, accessories, and items.

Payment Information

Renter Name _____

If this is a nonprofit, please provide a copy of IRS Letter of Determination with this payment.

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 anyway.
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. Cullen Running Trails Center: M-F 6 am – 8 pm, Saturday 6 am- 6pm, Sunday 6 am – 2 pm
 - c. Picnic Loop Hours: M-F 9 am – 7 pm, S-Su 6:30 am – 8:30 pm
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, activity or equipment in its sole and absolute discretion.