

**CONTRACT FOR THE USE OF
HOUSTON HEIGHTS ASSOCIATION'S
KAISER PAVILION/MARMION PARK
1802 Heights Blvd., Houston, Texas 77008**

In consideration of the applicable fee described below, _____ (“User”), requests the use of the following Houston Heights Association (the “Association”) facility (the “Facility”) on _____, 20____, from _____am/pm to _____am/pm: (Note: 4 hours maximum and no later than 9 p.m.) **The Facility shall be used only for a wedding ceremony.**

The agreed upon fee for this use is \$200.00 plus a security deposit of \$150.00. Deposit must be paid in full at the time reservation is made. Fee is due 30 days prior to event. All checks and credit cards will be processed immediately upon presentation. A fee of \$25 will be charged for any returned check. After deducting the cost of any repairs or cleanup required as a result of User’s use of the Facility, the Association will return the remainder, if any, of the security deposit via check to User within 10 working days after User’s event.

Written notice of cancellation must be submitted within 60 days prior to event to avoid forfeiture of entire security deposit. Cancellation penalty for notice submitted more than 60 days prior to event is 50% of security deposit.

HHA is not liable for the facility becoming unusable on a specific date due to acts of God, i.e. storms, lightning, flooding, and/or hurricanes. HHA will work with the user to make the facility available on an alternate date that is available.

User agrees to abide by the following rules:

1. The Facility will not be used for profit activities.
2. User agrees to pay to the Association on demand the cost of repairing or replacing any property, real or personal, damaged by any person attending, or in any way participating in, the function for which the Facility was used.
3. User will not, without the written consent of the Association, cause or permit any nails or other things to be driven into any portion of the Facility, or any signs to be affixed either to the exterior or interior thereof, or cause or permit any changes, alterations, repairs, painting, or staining of any part of the Facility, or furnishings thereof, or do, or permit to be done, anything that will damage or change the finish or appearance of the facility. User will not cause or permit any tape to be affixed to any portion of the Facility. No cooking or warming devices are allowed on the premises.
4. In connection with its use of the Facility, User shall comply with the rules and regulations of the Association, all laws, rules and regulations of the State of Texas (including laws regarding alcoholic beverages), and all ordinances, rules and regulations of the City of Houston and any other governmental authority having jurisdiction over the Facility and/or User’s use of the Facility. User is hereby notified that portions of the Houston Heights are “dry”. It shall be the sole responsibility of User to determine and comply with all laws, ordinances, rules, regulations, orders and restrictions regarding alcoholic beverages that may be applicable to User’s use of the Facility.

5. User understands that trash receptacles are for general use only. User agrees to provide receptacles and to remove them from the Facility at the close of User's event, and to clean up and remove all trash and litter from the Facility at the close of User's event. User shall leave the Facility in a clean and neat condition. Any cost incurred by the Association in cleaning up the Facility after User's event shall be at the expense of User.
6. The Association retains the right, through its representatives, to enter upon and remain at the Facility for any and all purposes, and at all times the Facility shall remain under the charge and control of the Association. The Association shall have the right at all times to eject from the Facility any objectionable person or persons, and User hereby waives any and all claims against the Association as a result thereof.
7. Rice or bird seed may not be thrown at weddings or other events; only flowers and/or petals may be thrown on the grounds of the Facility. Whatever is thrown must be removed from gazebo floor, steps, and walkways.
8. Press releases/invitations by User must conform to the purpose(s) of the event stated above.
9. User understands that the Association is not responsible for items left at the Facility after the event.
10. User shall be solely responsible for any and all damages and injuries of any kind whatsoever, whether to persons or to property, arising from or incident to User's use of the Facility. User shall indemnify, defend and hold harmless the Association, its members, officers, directors, employees and agents from any and all losses, costs and claims of any kind whatsoever (collectively "Claims") arising from or incident to User's use of the Facility, including Claims resulting from the negligence of the Association. This Contract is a "license" and not a "lease" with all legal ramifications of that distinction.

Signed and agreed this _____ day of _____, 20_____.

USER:

User signature: _____

Printed name: _____

Address: _____

City: _____ Zip: _____

Telephone: (day) _____

(evening) _____

Email: _____

Mail signed Contract and checks to:

Property Manager
Houston Heights Association
P.O. Box 70735
Houston, TX 77270-0735

Contact:
Lauriel Hindman, Business Manager
713/868-4727

713/868-2455 (fax)

businessmanager@houstonheights.org

1/5/09