

LAKE LIVINGSTON VILLAGE IMPROVEMENT ASSOCIATION, INC.

**PAVILION
LICENSE AGREEMENT**

The Pavilion is available for use on a first-come, first-served basis to: (i) Association Members in good standing (meaning that the Member has no outstanding assessments or other charges owed to the Association and no outstanding deed restriction violations); (ii) Lake Livingston Village residents in good standing (meaning that no assessments, or other charges are owed to the Association on the resident's Lot(s) and such Lot(s) have no outstanding deed restriction violations); and (iii) members of the community, on the terms and conditions set forth herein.

FEES AND DEPOSITS

Private Events (indoor) (e.g., reception, shower):

\$200.00 (Association Members)

\$225.00 (Non-Members)

** up to four hours **

\$25.00 for each additional hour

Non-Refundable Cleaning Fee: \$100.00

Private Events (outdoor) (e.g., reception, shower):

\$100.00 (Association Members)

\$125.00 (Non-Members)

** up to two hours **

\$25.00 for each additional hour

Refundable Cleaning Fee: \$75.00

Community Events (i.e., scouting; book club):

\$15.00 (Association Members)

\$30.00 (Non-Members)

** up to two hours **

\$10.00 for each additional hour (members)

\$15.00 for each additional hour (non-members)

Refundable Cleaning Fee: \$100.00

Refundable Damage/Theft Deposit: \$500.00

EVENT DATE: _____

CONTACT INFORMATION

HOST/LICENSOR NAME: (please print): _____

Association Member: _____ LLV Resident: _____ Other: _____

MAILING ADDRESS: _____

LLV SECTION: _____ and LOT: _____

PHONE: _____

EMPLOYER: _____

EMAIL: _____

EVENT DETAILS

DESCRIPTION OF EVENT: _____

Outdoor: _____ Indoor: _____ Both: _____

NUMBER OF ATTENDEES: _____ (maximum 300 outdoors; 25 indoors)

SET UP TIME: _____ TAKE DOWN TIME: _____

VENDORS (*i.e.*, caterers, food trucks, bounce-house, etc.): Yes _____ No _____

***A Certificate of General Liability Insurance Must be Provided
for Each Vendor Indicating at Least \$1,000,000 in Coverage.***

VENDOR CONTACT INFORMATION:

Name: _____

Primary Contact: _____

Service (*e.g.*, catering, bar, entertainment): _____

Address: _____

Phone: _____

certificate of insurance received

Name: _____

Primary Contact: _____

Service (e.g., catering, bar, entertainment): _____

Address: _____

Phone: _____

certificate of insurance received

Name: _____

Primary Contact: _____

Service (e.g., catering, bar, entertainment): _____

Address: _____

Phone: _____

certificate of insurance received

WILL ALCOHOL BE SERVED? Yes _____ NO _____

Licensor and any vendor (e.g., bartenders) must provide proof of general liability insurance for any event at which alcohol will be served or consumed specifically providing coverage for the serving and consumption of alcohol and alcohol-related incidents, indicating at least \$1,000,000 in coverage and a waiver of subrogation. Private security must also be onsite for the entire event.

certificate of insurance received

SECURITY CONTACT INFORMATION:

Name: _____

Primary Contact: _____

Address: _____

Phone: _____

TERMS & CONDITIONS

1. Fees and Deposits. (a) All fees and deposits are due at the time of booking. Reservations will not be held until all fees and deposits are paid. Confirmation that this application has been approved must be obtained in writing from the Association manager or her/his designee. License fees are fully refundable due to event cancellation up to 14 days before the scheduled event after which time they are non-refundable.

(b) The Damage/Theft Deposit shall be applied to any damage or theft from the facility, including any necessary cleaning in excess of ordinary and standard cleaning covered by the Cleaning Fee (e.g., vomit, trash not placed in trash receptacles, confetti, balloons, broken glass). The balance remaining, if any, shall be returned to the Host/Licensors at the address on this application within 30 days of the event. Any damage or theft in excess of the damage deposit will be the personal obligation of the Host/Licensors.

(c) Hosts of "Community Events" (which include scout meetings, book club meetings, and similar events accepted as a "Community Event" in the sole and absolute discretion of the Lake Livingston Village Improvement Association, Inc., Board of Directors) have the option to clean the pavilion at the conclusion of the event. However, should cleaning be necessary, all costs shall be assessed against the Cleaning Deposit which will otherwise be returned to the Host/Licensors at the address on this application within seven (7) days of the event.

2. Event Changes. (a) Any changes to the information provided in this application must be communicated, in writing, to the Association. No material changes, as defined in the sole discretion of the Board of Directors, may be made more than five (5) business days prior to the event.

(b) Events shall proceed as described in this application and any written amendments thereto. Should the event extend beyond its stated times or include materially more attendees than listed, the Licensors shall forfeit the Damage/Theft Deposit and otherwise be responsible for any damage or theft.

3. Key/Access Code. The Association will provide the Host/Licensors a key or access code within 24 hours of the start time of the event. The key/code may not be distributed to any third party. Keys must be returned on the next business day following the event.

4. Set-Up and Break-Down. (a) Picnic tables in the outdoor pavilion may not be moved without consent of the Association. (b) Any interior furniture may be moved but shall be returned to its original location by the Host/Licensors. (c) Any issues with the condition of the Pavilion, either before, during, or after the event, must be reported to the Association manager immediately by phone and email. (d) Access to the Pavilion interior is limited to the main room and bathrooms. All offices are off-limits. (e) At the end of the event, all procedures listed on the Pavilion Check-Out form, attached hereto, must be completed and the completed form placed in the mail slot for the Association office.

_____ *initial*

5. Parking. Parking is limited to the designated parking lot or on the side of the road provided that vehicles do not block driveways or impede road access. *Parking is prohibited on the grass and basketball court.*

6. Prohibited Activities. The following are prohibited at all times:

- (a) Commercial Activities;
- (b) Open Flames, Fireworks, or Other Pyrotechnic Materials;
- (c) Smoking/Vaping, including tobacco and marijuana (interior and exterior);
- (d) Illegal Drugs;
- (e) Alcohol (unless approved via this application);
- (f) Music or Other Noise Audible More than 20 Feet from the Pavilion;
- (g) Use of Nails, Tacks, Staples, or Duct Tape on Any Surface;
- (h) Use of Wax, Sand, or Salt on Floors;
- (i) Use of Glitter, Confetti, Dried Rice, or Birdseed;
- (j) Minors Left without Adult Supervision by the Host/Licensors; and/or
- (k) Animals (except service animals).

7. Revocation of License. The Host/Licensors must be present at all times during the event. Host/Licensors is responsible for the conduct and behavior of all guests during the event. The Host's/Licensors's license to utilize the Pavilion may be revoked at the sole and absolute discretion of the Board of Directors if any information on this application is materially false or misleading, for violations of the Terms and Conditions set forth herein, or for any conduct that creates a safety hazard or nuisance to the Association and/or Lake Livingston Village subdivision.

8. Notice to the Association. Any notices required hereunder may be delivered orally by phone to (936) 252-8475 and/or sent to the Association by email to: manager@lakelivingstonvillage.org and boardofdirectors@lakelivingstonvillage.org.

9. Enforcement & Jury Waiver. Should legal action be necessary to enforce any terms of this Agreement, including the Waiver of Liability & Indemnification Agreement, such legal action shall be brought exclusively in the state or federal courts of Polk County, Texas, and the Host/Licensors expressly consents to the jurisdiction of such courts.

In any such action, the Host/Licensors and Association each knowingly and voluntarily agree to waive any right to try any and all claims and/or defenses to a jury and will instead present any and all claims and defenses to the judge for decision.

_____ *initial*

WAIVER OF LIABILITY & INDEMNIFICATION AGREEMENT

Read these provisions carefully. This is a legal document that affects your legal rights.

For purposes of this agreement, “Association” refers to Lake Livingston Village Improvement Association, Inc., and its directors, officers, managers, employees, volunteers, and representatives. “Releasee” refers to the individual who signs this document and such person’s heirs, assigns, representatives, and all persons claiming by, through, or under her/him.

Releasee desires to license Association property for personal use and participate in various recreational, community service, and/or other activities thereon (such use of property and participation in activities collectively, “Activities”). Releasee expressly acknowledges and agrees that the Association will not control or supervise Releasee’s use of Association property under this License Agreement and that the Association will not sanction, control, or supervise the Activities. Releasee expressly acknowledges and agrees that use of Association property and/or participation in the Activities could carry a risk of physical and other injury that could result in physical, emotional, economic, and other harms, losses, and/or damages to Releasee. Releasee expressly assumes the risk of injury caused from or related to use of Association property and/or the Activities.

As a condition of licensing Association property and/or participating in the Activities, Releasee freely, voluntarily, and without duress executes this Release under the following terms:

RELEASE AND WAIVER: Releasee releases and forever discharges and holds harmless the Association and its successors and assigns from any and all liability and/or claims, including any and all litigation expenses and attorneys’ fees (collectively, “Claim(s)”), that Releasee may have against the Association with respect to any bodily injury, personal injury, emotional distress, illness, death, theft, or property damage, and any harms, losses, or damages resulting therefrom, that may result from Releasee’s use of Association property and/or participation in the Activities.

RELEASEE UNDERSTANDS AND ACKNOWLEDGES THAT THE CLAIMS BEING RELEASED HEREIN INCLUDE, WITHOUT LIMITATION, CLAIMS, IF ANY, BASED ON OR IN ANYWAY RELATED TO THE NEGLIGENCE OR GROSS NEGLIGENCE OF THE ASSOCIATION TO THE GREATEST EXTENT PERMITTED BY LAW.

Releasee releases and forever discharges the Association from any Claim(s) whatsoever which arises or may arise on account of any first aid, treatment, or service rendered in connection with Releasee’s use of Association property and/or participation in the Activities. Releasee acknowledges and agrees that she/he will be responsible for all costs incurred in receiving emergency or other medical assistance should any be provided.

INDEMNITY AGREEMENT: Neither Host/Licensor nor any attendee of this event shall hold the Association responsible for any bodily injury, personal injury, emotional distress, illness, death, theft, or property damage, and any harms, losses, or damages resulting therefrom, that may result from such person’s use of Association property and/or participation in the Activities. Host/Licensor shall defend, indemnify, and hold harmless the Association from and against all

claims, demands, actions, suits, losses, expenses, costs, attorney's fees, fines, liens, judgments, and/or liability of any and all kind arising from, out of, or in connection with the Host/Licensor's and/or any attendee's use of Association property and/or participation in the Activities. This indemnification shall apply regardless whether any claim subject to this agreement is based upon any alleged negligence or gross negligence of the Association to the greatest extent permitted by law.

Texas Law: Releasee agrees that this Release and Waiver of Liability is intended to be as broad and inclusive as permitted by the laws of the State of Texas and that it shall be governed and interpreted in accordance with the laws of the State of Texas. Releasee acknowledges and agrees that if any one or more of the provisions contained in this Release and Waiver of Liability are held to be invalid, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Waiver and Release of Liability, which shall otherwise continue to be enforceable.

THIS IS A BINDING AGREEMENT. BY SIGNING BELOW, HOST/LICENSOR WARRANTS THAT ALL INFORMATION PROVIDED HEREIN IS TRUE AND ACCURATE AND ACKNOWLEDGES THAT SHE/HE HAS READ THIS AGREEMENT CAREFULLY; HAS HAD THE OPPORTUNITY TO CONSULT LEGAL COUNSEL BEFORE SIGNING; UNDERSTANDS AND ACCEPTS ALL TERMS, CONDITIONS, AND PROVISIONS OF THIS AGREEMENT; AND SIGNS THIS AGREEMENT KNOWINGLY AND VOLUNTARILY.

AGREED AND ACCEPTED this _____ day of _____, 2023.

Signature

Name

FOR OFFICE USE ONLY

DATE RECEIVED: _____

NOTES: _____

APPLICATION: **APPROVED**

 DENIED

 APPROVED WITH CONDITIONS

Manager

Date

LAKE LIVINGSTON VILLAGE IMPROVEMENT ASSOCIATION, INC.
PAVILION
CHECK-OUT PROCEDURES

ALL HOSTS/LICENSORS

- _____ Remove all personal items.
- _____ Remove all decorations and tape.
- _____ Seal all trash in bags placed in trash receptacles.
- _____ Return all interior furniture and other Association property to its original location.
- _____ Turn off all water faucets.
- _____ Turn off coffee maker.
- _____ Turn off all lights.

COMMUNITY EVENT HOSTS/LICENSORS
WHO CHOOSE TO SELF-CLEAN

- _____ Wipe down all tables and chairs used during the event.
- _____ Wipe down all countertops and other surfaces used during the event.
- _____ Clean microwave and coffee maker if used during the event.
- _____ Sweep floors.
- _____ Ensure bathroom is clean; wipe down counters/sinks.1`
- _____ Remove all trash.

Signature

Check-Out Date/Time

Host/Licensor