

WILCHESTER PARK PAVILION RENTAL AGREEMENT

This "Agreement" is entered into by and between Wilchester Club and the undersigned "User" for the purpose of renting the "Pavilion" only which is situated in the Wilchester Park playground (the "Playground") located at _SE corner of Wilcrest & Memorial_, Houston, Texas 77079.

1. Name of User: _____
2. Address of User: _____
3. Phone Number: _____
4. Email: _____
5. Date of Event: _____
6. Time of Event: Starting _____ .m. – Ending _____ .m.
7. Type of Event: _____
8. Estimated number of attendees: _____
9. Usage Fee: \$50.00 for daytime party; \$100 for after hours party (after 6 p.m.). Checks should be made payable to the "Wilchester Club."
10. General Conditions:
 - (a) To reserve the Pavilion, the User must be a resident of Wilchester or Wilchester West. The User hereby certifies by his/her signature below that he/she is a current resident of Wilchester or Wilchester West.
 - (b) The User may rent the Pavilion during playground hours (8 a.m. to 6 p.m.) for a maximum of three (3) hours, including set up and clean up. There must be a minimum of one (1) hour between consecutive parties.
 - (c) Except in the case of after-hours parties, the Usage Fee entitles the User to the exclusive use of the Pavilion only for the Intended Function and **does not** entitle the User to exclusive use of the Playground or the restroom facilities. Parties beginning at 6 p.m. are allowed exclusive use of the Park.
 - (d) If any type of equipment is used in conjunction with the Intended Function, a Certificate of Insurance from the vendor will be required to be emailed to anna.sednev@gmail.com prior to the date of the Intended Function.
 - (e) The User must comply and by his/her signature hereby agrees to comply with all of the Wilchester Park Rules, which are posted at the Park incorporated herein for all purposes.

11. WAIVER AND INDEMNITY

FOR AND IN CONSIDERATION OF USER'S ENTRANCE INTO THE PARK AND USE OF THE PARK FACILITIES, USER AGREES TO WAIVE, RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE WILCHESTER CLUB, ITS DIRECTORS, MANAGERS, AGENTS, AND EMPLOYEES (COLLECTIVELY "THE RELEASED PARTIES") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, ACTIONS, AND LIABILITIES FOR PERSONAL INJURY OR PROPERTY DAMAGE DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR IN CONNECTION

WITH OR RELATING TO THE EVENT THAT IS THE SUBJECT OF THIS AGREEMENT REGARDLESS OF WHETHER THE DAMAGES OR INJURIES ARE THE RESULT OF THE NEGLIGENCE OF THE RELEASED PARTIES OR PREMISES DEFECTS.

This Agreement is entered into on _____, 20__

USER:

Signature: _____

Printed Name: _____

Wilchester Club

Signature: _____

Printed Name: _____

Title: _____