



**CONTRACT FOR THE USE OF  
HOUSTON HEIGHTS ASSOCIATION'S  
KAISER PAVILION/MARMION PARK  
1802 HEIGHTS BLVD, HOUSTON, TX 77008**

In consideration of the applicable fee described below, \_\_\_\_\_ ("User"), requests the use of the following Houston Heights Association (the "Association") facility (the "Facility")

Date to be booked: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ Time Allotment: \_\_\_\_\_ AM/PM to \_\_\_\_\_ AM/PM  
Day of week Month date year

NOTE: Example available times for Saturdays are: 10AM-1PM, 2PM-5PM or 6PM-9PM. All other days are allotted 4 hours maximum and no later than 9PM. **Kaiser Pavilion/Marmion Park is reserved for Wedding Ceremonies only. No receptions are allowed.**

The agreed upon fee is \$ \_\_\_\_\_. 100% of the park user fee will be charged at the time of booking. Your credit card will be placed on file and act as a Damage Deposit and not be charged at the time reservation is made. Any remaining park user fee balance will be due 30 days prior to the event. All checks and credit cards will be processed immediately upon presentation. A fee of \$35 will be charged for any returned check. Immediately after your event, the park will be assessed for damages and cleanup as a result of User's use of the Facility. The Association will be in communication with you and then your credit card on file will be charged to cover any repair cost for such damages and or cleanup costs discussed.

Policy Acknowledgement: X \_\_\_\_\_

Written notice of cancellation must be submitted and received 90 days or greater prior to your event date in order to receive a partial refund of 50% of your rental fee. This 50% is nonrefundable and non-transferrable. Any written notice of cancellation submitted and received 89 days or less prior to your event date is subject to the loss of 100% of the fee. This 100% is nonrefundable and non-transferrable.

The Association is not liable for the facility becoming unusable on any specific date due to acts of God (Force Majeure), i.e. storms, lightning, flooding, hurricanes, federal mandates, state mandates, local mandates, pandemics, epidemics, strikes or riots that would render your event from taking place. Under such a circumstance, the Houston Heights Association and The Heights Fire Station Management will work with you on a comparable alternate date. A transfer fee may apply.

Cancellation Policy Acknowledgement: X \_\_\_\_\_

Client agrees to adhere to any federal, state or local mandates in place at the time of their scheduled event.

Policy Acknowledgement: X \_\_\_\_\_

User agrees to abide by the following:

1. The Facility will not be used to facilitate *For Profit* activities.

Policy Acknowledgement: X \_\_\_\_\_

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.

Policy Acknowledgement: X \_\_\_\_\_

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 the interior thereof, or cause or permit any changes, alterations, repairs, painting, or staining of any part of 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. No portable toilets are allowed on the property.

Policy Acknowledgement: X \_\_\_\_\_

4. In connection with its use of the Facility, User shall comply with all the Associations' rules and regulations, 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. OMITTED ALL VERBAGE PERTAINING TO HOUSTON HEIGHTS BEING DRY.

Policy Acknowledgement: X \_\_\_\_\_

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 the User.

Policy Acknowledgement: X \_\_\_\_\_

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.

Policy Acknowledgement: X \_\_\_\_\_

7. Rice or bird seed may **NOT** be thrown at weddings or other events; only flowers and/or petals may be thrown or tossed on the grounds of the Facility. Failure to remove the entire product that was thrown within the Facility grounds may result in the forfeiture of all or part of the Security Deposit.

Policy Acknowledgement: X \_\_\_\_\_

8. Invitations to the User's event must conform to the purpose(s) of the event stated above.

Policy Acknowledgement: X \_\_\_\_\_

9. User understands that the Association is not responsible for items left at the Facility after the event.

Policy Acknowledgement: X \_\_\_\_\_

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.

Policy Acknowledgement: X \_\_\_\_\_

Signed and agreed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

User Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Contact number: \_\_\_\_\_ Email: \_\_\_\_\_

Address: \_\_\_\_\_

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**Mail signed Contract & Checks to:**

Houston Heights Association  
107 W. 12<sup>th</sup> Street  
Houston, TX 77008-6907

Contact:  
Dewayne Ross / Rental Manager  
832-887-8885  
PropertyRentals@HoustonHeights.org