

BRAZORIA COUNTY CONTRACT FOR USE OF COUNTY FACILITIES It is understood and agreed that this Contract becomes valid only after it is signed by the Applicant, hereinafter called the Maker of the Contract, the County Judge, or designated representative; and approved by the Commissioners Court. All terms and conditions set forth in Exhibit A of this contract are applicable. If any of the terms and conditions of this Contract are not adhered to explicitly, the Contract may be revoked by the County without recourse. Any exception to the terms and conditions must be approved by the Commissioners Court. Please email completed form to Cathyh@brazoria-county.com.

Name of Organization Represented by Maker: O'Brien Counseling Services

Name of Building to Be Used:

Brazoria County CSCD, 1524 E Mulberry, Ste 200, Angleton, Texas 77515

Date(s) of Intended Use: Wednesdays

Area(s) Requested: Classroom or conference room

Time Requested: From September 1, 2024 To August 31, 2025

Type of Contract (Check One): Single use _____ Multiuse

Note: For Multiuse, monthly payment due within 10 days of invoice.

Purpose for Which the Premises will be Used: Counseling and treatment of Brazoria County CSCD Individuals

Will Admission Fees be Charged: (Check One): Yes No _____

If Yes Disposition of Proceeds: fees collected by O'Brien Counseling for treatment provided

Name of Maker: O'Brien Counseling Serv., Inc.

Work Phone: 281-213-5989 Cell/Home Phone: 281-935-7641

Signature of Maker: Judy O'Brien Date: 11/15/24

Address/City/State/Zip: 11999 Katy Frwy, #590, Houston, TX 77079

Send Invoice To (If Different Than Above): _____

Name: O'Brien Counseling Attn: Judy O'Brien

Address/City/State/Zip: 11999 Katy Frwy, #590, Houston, TX 77079

Denied _____ Approved (Circle One)

County Judge Signature: [Signature] Date: 12/10/2024

ASSESSED FEES

A. Week day hours _____ x \$ 50.00

B. Weekend hours _____ x \$ _____

C. Set-up fee

D. Subtotal (A+B+C)

E. Add-on date(s) D x _____ days

F. Surcharge \$50.00 x _____ days

Extra Fees(s) Utilities/ Lighting Technicians

TOTAL

_____ \$50.00 weekly

**BRAZORIA COUNTY
CONTRACT FOR USE OF COUNTY FACILITIES
GENERAL TERMS AND CONDITIONS**

1. All terms and conditions are governed by County policies and State and Federal as they now exist or may hereafter be amended. In the event of any conflict between the terms and conditions of this contract and State/Federal law, the law will control.
 2. Any changes to the Contract must be agreed to in writing by the Maker and by the Commissioners Court. Merely informing the Caretaker or full-time user of the facility of a time variance or other change does not satisfy this requirement.
 3. Fees for use will be based on rates negotiated by the parties for facilities. Only areas of the building approved by this schedule are available for renting.
 4. The contracting organization will provide a certificate of insurance in the amount of not less than \$100,000/1,000,000 issued to the County prior to the use of a facility by an outside organization. The County shall be an additional named insured party in such contract. Access to the facility shall not be permitted until the application and insurance has been screened and approved.
 5. All County activities have priority for building use.
 6. No activity shall be scheduled in a County building or on County grounds that interferes with County operations or is injurious to County property, a nuisance to residents living nearby, conflicts with scheduled County maintenance activities, or is of a commercial nature for profit.
 7. Should the County find it necessary to cancel the contract, parties shall be given sufficient notice, 48 hours except in case of emergencies.
 8. The Maker shall be held liable with any contracting organization that might be represented by the Maker for payment to Brazoria County of the fees for use of County facilities as well as fees for setup or rearrangement of furniture and equipment if performed by County personnel.
 9. Any person or organization contracting for the use of County facilities will be charged a minimum of a two hour fee plus any expenses incurred by the County for arranging for the use of the facility in the event of a no-show.
 10. The contracting organization shall be responsible to the County for all damages to the building or equipment, and shall indemnify and save harmless the County or its agents from any claim whatsoever resulting from or arising out of the use of the building or any party of it.
 11. The County Judge's office shall provide the name contact information for individual who will be designated as "Caretaker" of the facility being used and the building and/or equipment shall be under the supervision of the caretaker.
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12. All contracting organizations will give the Caretaker the name of the person in charge of the group.

13. All national, state and local laws and rules of police and fire departments must be complied with by the persons or organizations using the buildings/facilities.

14. All decorations used within the buildings must be fireproof, in accordance with the National Fire Prevention Associations guidelines, and are subject to the approval of the Caretaker. No open flame decorations shall be permitted, and no decorations shall be fastened to the floor, walls or ceiling with nails, screws, scotch tape, wax, or other fasteners that will damage the finish of the building surface.

15. Use of tobacco on County property, except in designated area, is prohibited. Possession of alcohol or firearms is prohibited.

16. The contracting organization and Maker renting the facility will be responsible for furnishing ushers, ticket takers, parking attendants or law enforcement officers. Recreational activities having 50 or more personnel in attendance will employ licensed peace officers for crowd control.

17. Brazoria County reserves the right to require any additional personnel deemed necessary for the safe and proper use of facilities.

18. It is understood that the estimated cost incurred under this contract will be prepaid by the maker upon execution of said contract. Should the facility be used for time or manner exceeding that specified in the contract, an extra fee for the actual cost of additional use will be assessed and billed to the maker. Such additional fees incurred by this agreement shall be paid to Brazoria County within (10) days after receipt of invoice.

19. Failure to: pay bill within (30) days after receipt of second invoice and or procure and maintain insurance will terminate contract. Date of invoice is based on date mailed by Brazoria County.