



## FACILITIES USE AGREEMENT

This agreement by and between VERTICAL LIFE CHURCH at 12414 N Eldridge Parkway, Cypress, Texas 77429 ("Owner"), and HCED and PCT 3 at 1111 Fannin Street, 12th Fl., Houston, Texas 77002 ("User"), will take effect on the 9<sup>th</sup> day of August 2022 and will be valid for August 9, 2022 only.

WHEREAS, Owner owns premises located at 12414 N Eldridge Parkway, Cypress, Texas 77429 which is normally used for church services, ministry, church activities and church business, and

WHEREAS, User desires to use the Worship Auditorium, foyer, restroom areas and audio visual equipment of the facilities for the purpose of a Public Engagement Meeting for Bernadine Estates/Dula Lane Projects, and

WHEREAS, Owner has agreed to allow User to use the facilities provided that the following terms and conditions are met.

### It is Therefore Agreed By and Between the Parties:

1. Owner agrees to let User use the above-described premises for the above-described purpose on Tuesday, August 9, 2022 5:00 pm – 7:00 pm. Jennifer Turbeville - Admin is the contact person for Owner and Claudia Garcia – Project Coordinator is the contact person for User to coordinate the details of usage.
2. **A Non-Fee Agreement.** In consideration for the benefit of using Owner's facilities, User agrees to abide by all the terms and conditions of use described in this agreement.
3. User agrees that it will not use the premises for any unlawful purposes, and will obey all laws, rules, and regulations of all governmental authorities while using the above-described facilities.
4. User agrees that it will not use the premises for any purpose that is contrary to the mission, purpose, or belief of the Owner, which is a biblically based religious institution.
5. **Organizational Users.** User promises and warrants that it is self-funded for Auto and General Liability exposures with maximum liability limits of \$100,000 per person and \$300,000 per occurrence as set forth in Title 5, chapter 101 of the Texas Civil Practice & Remedies Code.
6. User shall indemnify Owner only as required by the Constitution and Laws of the State of Texas. Nothing in this Agreement will extend User's liability beyond that required by law.
7. This agreement may be cancelled unilaterally by either party with 7 days written notice to the other party.
8. In the event that the Owner must cancel this agreement, Owner will not be liable to User for any lost profits or incidental, indirect, special, or consequential damages arising out of User's inability to use the above-described premises, even if the Owner has been advised of the possibility of such damages.
9. User agrees that it will not assign any of its rights under this agreement, and any such assignment will void this agreement at the sole option of the Owner.

10. Owner and User agree to attempt in good faith to resolve disputes arising under this agreement via a mutually acceptable non-binding alternative dispute resolution process.
11. This document contains the entire agreement of the parties and supersedes all prior written or oral agreements relating to the subject matter.

Dated this 20<sup>th</sup> day of July 2022.

**Owner**

Name: Jennifer A Luskville Position: Admin for VerticalLife Church

**User**

Name: LINA HIDALGO Position: COUNTY JUDGE

APPROVED AS TO FORM:  
CHRISTIAN D. MENEFE  
COUNTY ATTORNEY

By: T. Scott Petty  
T. Scott Petty  
Assistant County Attorney  
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