

HCCS Rental Requirements

EXHIBIT A

1. HCCS AND RENTER EXPRESSLY AGREE THAT THERE ARE AND SHALL BE NO IMPLIED WARRANTIES OF HABITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR EXTEND BEYOND THOSE EXPRESSLY SET FORTH IN THE RENTAL AGREEMENT TO WHICH THESE RENTAL REQUIREMENTS ARE ATTACHED. IN ADDITION, AS MORE SPECIFICALLY DESCRIBED IN SECTION 12 BELOW, RENTER ACCEPTS THE PREMISES IN AN "AS IS" CONDITION.
2. The renter must pay the Accounting Office 50% of rental charge upon acceptance of the rental agreement. The remaining 50% is due upon the day of event completion.
3. Rentals require a properly executed written agreement.
4. Rental checks shall be payable to Houston Community College System.
5. Renter is granted the privilege to distribute on and about the rented premises free of charge through its volunteers, leaflets, programs, Bibles, books, booklets and magazines as an integral part of its assembly proceedings. Renter may advertise the holding of its said assembly in reputable fashion to its invitees in advance.
6. The consumption or presence of alcohol on any Premises is prohibited. Not applicable to renter's non-catered religious event. Renter may bring in/use wine and bread for its religious ceremony; however these will be used as religious symbols and will not be served as beverage or food.
7. Smoking is prohibited on the Premises, except in designated areas (West Courtyard, and 2nd/4th floors of parking garage elevator landings).
8. Food or drink may be brought and consumed on the Premises only when and as permitted in the Agreement.
9. In accordance with the City of Houston Fire Code, Renter must notify the City Fire Marshall (713-247-2269) six hours before any building located on the Premises is to be occupied.
10. Without first obtaining the written permission of the HCCS, Renter shall not store, or permit anyone else to store, hazardous materials upon or about the Premises nor permit such materials upon the Premise at any time.
11. It is the intent of the HCCS that all rentals of Premises shall be covered by insurance for damages or injury caused by the negligent acts or omission of renter, its volunteers, or its attendees during its use of the Premises. If HCCS informs Renter that HCCS requires Renter to provide or pay for insurance or additional insurance, then during the term of the agreement, Renter, at its sole cost and expense, and for the mutual benefit of HCCS and Renter, shall carry and maintain comprehensive public liability insurance, including property damage, insuring HCCS and Renter against liability for injury to persons or property caused by the negligent acts or omission of renter, its volunteers, or its attendees during its use of the Premises. The Limits of liability under such insurance shall be \$1,000,000.00 for personal injury and \$1,000,000.00 for personal property damage per accident. All policies of insurance (except liability insurance) shall provide by endorsement

- that any loss shall be payable to HCCS, HCCS's lienholders, or Renters as their respective interests may appear. Renter shall procure and obtain all such insurance through its own sources. Renter shall provide HCCS with policies evidencing such insurance upon execution of the agreement to which these rental Requirements are attached.
12. Renter accepts the Premises in its "as-is" condition at the commencement of the term of the agreement to which these Rental Requirements are attached, Upon termination of the agreement to which these Rental Requirements are attached, Renter shall (a) remove all temporary improvements to the Premises made by Renter (unless otherwise requested by HCCS, and (b) surrender the Premises to HCCS in a condition equal to or better than the condition of the Premises as it existed at the commencement of the term, normal wear and tear excepted. Renter shall not create a nuisance, permit any waste, or use the Premises in any way that is extra hazardous, would void insurance on the Premises.
 13. Renter shall at Renter's own expense comply with all applicable laws, orders, and requirements of all governmental entities with reference to the use and occupancy of the Premises. Renter shall fully comply with any applicable rules and regulations governing the use of the Premises as required by HCCS as listed or contained herein. HCCS may make reasonable changes in such rules and regulations from time to time as deemed advisable for the safety, care, and cleanliness of the Premises. Renter agrees to indemnify and hold HCCS and its officers, employees, students and agents harmless from any and all claims arising from Renter's violations of all applicable laws, orders, regulations, policies, procedures, and requirements of HCCS and all government entities affecting the Premises.
 14. Renter shall not assign the agreement to which these Rental Requirements are attached and /or sublet the Premises with out HCCS's prior written consent.
 15. Renter shall permit no mechanic's liens of any kind to be filed against the Premises. Unless improvements made by Renter may be removed without damage, title to any improvements situated on the Premises shall immediately vest in HCCS upon the date of such termination and renter agrees to surrender said improvements to HCCS in the same condition or better as on the date of Renters initial possession of such improvements, normal wear and tear excepted.