

EXHIBIT "A"

Rules and Regulations Governing Use of District's Parks And Greenbelts

1. Curfew for the District's Parks and Greenbelts shall be 10:00pm to 6:00am, other than pavilions, sports courts and tennis courts, which shall have a curfew of 10:00pm to 7:00am.
2. No destructive activities shall be permitted in the District's Parks. The discharge of firearms, pellet guns, air soft guns, paint ball guns, bows and arrows, sling shots and other hazardous items shall be prohibited.
3. Golfing within the District's Parks and Greenbelts shall be prohibited.
4. Disorderly conduct and offensive language shall not be permitted in the District's Parks and Greenbelts.
5. Motor driven vehicles and equipment are not allowed in the District's Parks and Greenbelts, except as authorized by the District.
6. Children under the age of eighteen shall not be permitted to smoke within the District's Parks and Greenbelts.
7. No glass containers shall be permitted in the District's Parks and Greenbelts.
8. No alcoholic beverages shall be permitted in the District's Parks and Greenbelts without prior District approval and execution of the agreement attached as Exhibit "B".
9. All pets must be on leash and under the physical control and restraint by their owners at all times in all parks and greenbelts. Droppings must be removed by the owner.
10. No amplified music will be permitted in the District's Parks and Greenbelts without specific, prior Board authorization.
11. The District reserves the right to change or impose additional restrictions on use as situation warrants.

EXHIBIT "B"

USER MUST KEEP THIS FORM DURING THE PAVILION USE

**NORTH AUSTIN MUNICIPAL UTILITY DISTRICT 1
AUTHORIZED USER AGREEMENT FOR PAVILION USE**

Date: _____

Group or Individual Name: _____

Contact Person: _____

Address: _____

Phone No.: _____

Fax No.: _____

Attendance Number: _____

Event Type: _____

This Authorized User Agreement (the "Agreement") is made between North Austin Municipal Utility District 1 ("District"), a political subdivision of the State of Texas and the party named as User of the execution page of this Agreement ("User").

NOW, THEREFORE, and in consideration of the following promises, covenants and conditions, the District and the User (the "Parties") agree as follows:

1. The District does hereby grant User permission to use the following specified areas, ingress and egress thereto via public corridors and public areas:

_____ ("Authorized Area")

for the following use:

and no other purposes. Such use shall be subject to (i) the terms and conditions set forth in this Agreement.

2. User shall conduct its activities within the Authorized Area so as not to endanger any person lawfully thereon and User agrees to indemnify, defend, and hold harmless the District and its officers, agents, employees and representatives (collectively, the "Indemnified Persons") from and against any and all liability, losses, claims, demands, fines, penalties, costs and expenses (including, without limitation, attorneys' fees and litigation expenses) to which any of the Indemnified Persons may become subject by reason of, or in any way related to: (i) the use of the Authorized Area by User or its agents, contractors, employees, patrons, performers or guests or breaches of applicable codes, laws, rules and regulations by the User or its agents, contractors, employees, patrons, performers or guests; (ii) any action, omission or negligence, whether in whole or in part, of the User or its agents, contractors, employees, patrons, performers or guests, **including any actions, omission or negligence resulting from the use of alcoholic**

beverages; or (iii) THE NEGLIGENCE OF THE INDEMNIFIED PERSONS to the extent, but no further, that such negligence is passed upon a claim or finding that the Indemnified Persons failed to supervise or monitor the use of the Authorized Area by User or its agents, contractors, employees, patrons, performers or guests in or the failure of the District to enforce this Agreement against the User. The User of this event is responsible for the welfare of all persons attending their event and must ensure all guests can drive safely, or must make other arrangements to assist the guests home.

The Indemnified Persons shall not be liable or responsible for, and the User hereby releases and forever discharges the Indemnified Persons from, any loss, damage or injury to any person or property of User or its agents, contractors, employees, patrons, performers or guests in or around the Authorized Area or other portion of the District resulting from any cause whatsoever. In no event shall any Indemnified Persons be liable to User or its agents, contractors, employees, patrons, performers or guests for any consequential, special, exemplary or punitive damages suffered or incurred by User or its agents, contractors, employees, patrons, performers or guests as a result of the actions or omissions of any Indemnified Person.

3. The User agrees to abide by the Rules and Regulations Governing Recreational Facilities and Greenbelts for the District.
4. This Agreement shall be construed and enforced in accordance with the laws of the State of Texas. Venue shall lie in Williamson County, Texas.
5. This Agreement contains the entire agreement of the Parties and supersedes all prior understandings of the Parties, whether written or oral, with respect to this Agreement.

North Austin Municipal Utility District No. 1

By: _____

Name: _____

Title: _____

Date: _____

User

By: _____

Name: _____

Title: _____

Date: _____