



Nixon Community Center Rental Reservation Application For Non-Profit Organizations

302 E. Central Avenue, Nixon, Texas 78140
PHONE: (830) 582-1924 FAX (830) 582-1136

Date: _____

Main Hall

Conference Room

Organization: _____

Verification: YES NO

Address: _____

City, State, Zip Code: _____

Telephone: _____ Email: _____

.....
Estimated Attendance: _____ Date of Event: _____

Type of Event: _____

Event Starting and Ending time: FROM: _____ TO _____

NOTE: Set Up and Clean up time must be included in the time of use.

Friday and Saturday events end at 11:59 p.m. One hour immediately after allowed for cleanup.

Sunday thru Thursday events end at 9:59 p.m. One hour allowed for clean up immediately after. Doors open at 8:00 a.m. for set up the day of the event.

Upon signing of the Contract/Agreement Lessee must provide proof of liability insurance with a minimum of one million dollars (1M) coverage, pay the (250) two-hundred-and-fifty-dollar deposit and fifty (50) percent of the total rental fees.

Remaining balance is due fifteen (15) days prior to the event.

RENTAL OPTIONS:

Package A -Complete Facility Rental:
Main Hall, Kitchen, Restrooms

DEPOSIT: \$ 250

Security Required only if alcohol is being served

RATES: \$100 PER DAY

\$ _____

Package B - Conference Room
(In/Out by 4:00 p.m. same day)

RATES: \$100 PER DAY

\$ _____

ADDITIONAL COSTS:

Cleaning Fee: \$500 (if the Lessor has to clean up after the event)

\$ _____

Marque Use

Tables and chairs are part of the Rental Contract/Agreement

Linens are rentable at \$5.50 per table:

\$5.50 X (Number of Tables) _____ =

\$ _____

TOTAL COSTS: \$ _____

Lessee Initials _____



City of Nixon Community Center Facility Rental Agreement

This City of Nixon Facility Rental Agreement (this "Agreement") is between:

The City of Nixon, Texas a municipal corporation of the State of Texas (City), and _____ ("Lessee").

1. **FACILITY AND EVENT:** City agrees to furnish the following described space and premises located at 302 E. Central Avenue, Nixon, Gonzales County, Texas: To be used for the purpose of _____ and for no other purpose without the written consent of the City for a term commencing:

(Weekday) (Month) (Date) (Year) (Time)

And terminating:

(Weekday) (Month) (Date) (Year) (Time)

Lessee agrees to pay \$ _____ to the City for rental of said space and premises (equals total sum of rental rate and deposit as set forth in Rental Reservation Application). Lessee further agrees to pay City on demand any and all sums which may be due City for additional services, accommodations, material or damages. Lessee agrees to submit proof of liability insurance coverage for a minimum of one million dollars for the date of the event.

2. **GENERAL TERMS AND CONDITIONS:**

This agreement is made and entered into upon the following express covenants and conditions, all and every one of which the Lessee hereby covenants and agrees to keep and perform.

3. **DAMAGE TO FACILITY:**

In case the facility, or any part thereof, shall be destroyed or damaged by fire or by any other cause, or if any other casualty or unforeseen occurrence shall render the fulfillment of this Agreement by the City impossible, City shall not be liable or responsible to Lessee for any damage or consequential damage caused thereby, provided that Lessee shall be refunded the unused portion of payments made.

4. **CONTROL OF THE FACILITY:**

In renting the facility, City does not relinquish the right to control the management thereof and to enforce all necessary and proper rules for the management and operation of the same; and the employees of the City may enter the same, and all the premises, at anytime and on any occasion. **Security must be used at any event where alcohol is being consumed.**

5. **REMOVAL OF MATERIALS:**

All materials and installations placed in the facility by Lessee or exhibitors shall be removed from the facility by the end of the contracted time. In the event that this is not done, loss of deposit will occur. (You have one hour for clean-up immediately after the event has ended) In the event that the facility is not vacated by Lessee on the above stated date at the end of the term for which the facility is leased, the City is hereby authorized to remove from the facility and to store at the expense of Lessee, all goods, wares, merchants, and property of any and all kinds and description which may be then occupying the portion of the facility on which the term of the lease has expired; and City shall not be liable for any damage or loss to such goods, wares, merchandise or other property which may be sustained, either by reason of such removal or the place to which it may be removed, and the **Lessee and any other person having an interest in such property hereby expressly release City from any and all claims for damages of whatever kind of nature.**

6. **EXTRA HELP:**

In case it is necessary to employ outside assistance in the handling of the baggage, scenery or other property of Lessee, such employment shall be at the expense of the Lessee.

7. OBSERVANCE OF LAW:

Lessee agrees that every contractor, employee or agent connected with the purpose for which the facility is rented shall abide by, conform to and comply with all of the applicable laws of the United States and the State of Texas, and all the applicable ordinances of City, together with all rules and requirements of the Police and Fire Departments of City, and will not do, nor permit to be done, anything on such premises, during the term of this Agreement, in violation of any such rules, laws or ordinances and if the attention of Lessee is called to such violation, Lessee will immediately desist from and correct such violation (s).

8. SEATING CAPACITY:

The seating capacity of the facility, as determined by the Fire Marshall is: 250 people with tables; 315 people if only using chairs for the Nixon Community Center.

9. NO DEFACEMENT OF FACILITY OR BUILDING:

Lessee shall not injure or mar or in any manner deface the facility or the building in which it is located, and shall not cause nor permit anything to be done whereby such premises shall be in any manner injured, marred or defaced nor shall Lessee drive or permit to be driven, any nails, hooks, tacks or screws in any part of said building, nor shall Lessee make, or allow to be made, any alterations of any kind therein. Also, Lessee shall be responsible to insure no objects shall be placed in the drains, restroom facilities or any other parts of the water or sewer system so that maintenance or repair to the plumbing is required.

10. RESPONSIBILITY FOR INJURY:

If the facility, or any portion of the building in which it is located, during the term of this Agreement, shall be damaged by the act, default or negligence of Lessee, or of Lessee's agents, employees, patrons, guests, or any persons admitted to such premises by Lessee, Lessee will pay to City, upon demand, such sum as shall be necessary to restore such premises to their present condition. Lessee hereby assumes full responsibility for the character, acts and conduct of all persons admitted to the premises, or to any portion of the facility or building with the consent of or invitation by Lessee, or by or with the consent of Lessee or Lessee's employees or any person acting for or on behalf of Lessee, and Lessee agrees to have on hand at all times sufficient security to maintain order and protect persons and property.

11. AISLES CLEAR:

Lessee will NOT permit chairs, moveable seats, or other obstructions to be or remain in the entrances, exits, or passageways of the facility or building and will keep same clear at all times.

12. NO OBSTRUCTION TO SIDEWALKS, ETC.

No portions of the sidewalks, entries, passages, vestibules, halls or ways of access to public utilities of the facility or the building in which it is located shall be obstructed by Lessee or used for any purpose other than for the ingress and egress, to and from the premises. The doors, windows, skylights, or other openings that reflect or admit light into any place in the building, including hallways, corridors and passageways, shall not be obstructed by Lessee.

13. TAXES:

Lessee shall pay all taxes, if any, on tickets or admissions to the premises during the term hereof and any license fees and taxes lawfully levied against it during the term hereof.

14. INDEMNITY:

Lessee will provide the defense for, indemnify and hold City harmless from all costs, from any and all claims, suits, causes of action, and liability for damages or injuries to any person(s) or damage to property occasioned by or in connections with Lessee's use of the premises and/or resulting from the presentation of any copyrighted work or material or violation of any other propriety rights.

15. ATTORNEY FEES:

If City is required to file suit to collect any amount owed it under this Agreement for Lessee's use of the premises, City shall be entitled to collect reasonable attorney fees.

16. NO DISCRIMINATION:

It is understood that the premises are owned by the City of Nixon, and that any discrimination by Lessee, its agents, or employees, on account of race, sex, religion, or national origin in the use of /or admission to the premises is prohibited.

17. ABANDONED ITEMS:

City shall have sole right to collect and have custody of articles left in the facility or building by persons attending any performance, exhibition, or entertainment given or held on the premises.

18. CANCELLATION BY THE CITY:

Violation by Lessee by any covenant, agreement, or condition contained herein shall be cause for termination hereof by City, in which case Lessee shall be entitled only to refund of the unused portion of any payment made by it. In addition, City may likewise cancel this Agreement if Lessee should, prior to the date of occupancy hereunder, violate any covenant, agreement, or condition in any other agreement which Lessee might have for lease of any other City facilities. City reserves the right to cancel this Agreement at any time, e.g. before, during, or after any emergency situation deemed by the City. At such time, notification will be made by telephone or most expedient method reasonably available. City shall not be liable or responsible to Lessee for any damages or inconvenience caused thereby, provided that Lessee shall be refunded the unused portion of payments made by it. Lessee agrees that City may shut down Lessee's event as described in City's Rental Reservation Application, Attachment 3, for the facility.

19. CANCELLATION BY LESSEE:

All cancellations of contracted events must be submitted to the City in writing. Deposits paid upon rental reservation of the Main Hall will be forfeited if an event is cancelled or if there is change in the rental date(s) less than thirty (30) days prior to the event. Deposits paid upon rental reservation of the Meeting room will be forfeited if an event is cancelled or if there is a change in the rental dates(s) less than thirty (30) days prior to an event. Any cancellation made less than five (5) working days prior to the event in any City facility will forfeit all rental payments.

20. HEADINGS:

The paragraph headings contained herein are for convenience in reference and are not intended to define, extend, or limit any provision in this agreement.

21. ASSIGNMENTS:

Lessee shall not assign this Agreement, nor permit any use of the premises other than herein specified, without the prior written consent of the City Manager. Lessee agrees to remain at the event site the entire time of the Rental/Agreement time frame. If violation occurs the deposit will be forfeited.

22. NO RESPONSIBILITY FOR PROPERTY IN BUILDING:

City assumes no responsibility whatsoever for any property placed in the facility or building, and City is hereby expressly released from responsibility for any loss of or damage to Lessee's or any guest's personal property that may be sustained by reason of the occupancy under this agreement.

23. FACILITY ACCESS/ SET UP/ CLEAN UP: City staff is scheduled based on the time needed to setup/cleanup of your event. If you are not present at the contracted time to enter the facility, a \$25 fee will be deducted from the reservation/ cancellation deposit. A fifteen (15) minute grace period will be allowed. After fifteen (15) minutes you will need to call the employee on duty to reschedule a time to enter the facility.

If cleanup extends beyond 1:00 a.m., a \$75.00 per hour fee will be deducted from the deposit.

City may cancel Event at any time due to any violation of the rules of this agreement, at the discretion of the City Official. Lessee will forfeit all funds.

IN WITNESS WHEREOF, we have affixed our signatures, this _____ day of _____, 20_____.

LESSEE: _____

Printed Name and Signature: _____

City Official and Title: _____

Printed Name and Title: _____ Signature: _____

Name and Address for Facility Deposit/Cancellation Refund (if applicable):

Note: Refund will be in the form of a check, made payable to and mailed according to the information below.

Name: _____

Address: _____

City, State, Zip Code: _____

Event Security: Rules and Regulations

Nixon Rental Facilities

302 E. Central, Nixon, Texas 78140

PHONE: (830) 582-1924 FAX (830) 582-1136



This Information is not the lease agreement

Security at City Facilities. It is City policy that renters of City Facilities must provide security when renting these facilities. All security at City facilities will be coordinated by the Nixon Police Chief and provided by the Nixon Police Department using off-duty officers.

Two (2) Security Officers: \$40 per hour per Officer
(Mandatory during 8:00 p.m.-12:00 a.m. events)

Alcohol Consumption

Alcohol may be consumed but NOT sold. If alcohol is being served a Texas Alcohol Beverage Commission (TABC) licensed bartender must do all of the serving. The bartender(s) must have their license with them at the time of the event. All alcohol must be consumed inside the Community Center. Any infraction of the rules relating to alcohol will result in cancellation of event and forfeiture of all fees.

CONSUMPTION OF ALCOHOL BY MINORS IS PROHIBITED.

Event Security

Security Officers are required for all Main Hall events occurring after 8:00 p.m. The cost for security is forty (40) dollars per hour, per officer (fee subject to change based on the City of Nixon's prescribed rate. Payment for the Security Officer(s) is the responsibility of the Lessee and due as part of the contract signing. Should payment not be rendered fifteen (15) days before the event the City reserves the right to immediately cancel the event resulting in forfeiture of any and all deposit(s) and or rental payments.

Event Security Coordinator: Chief of Police

Contact Number: (830) 582-1395 Email Address: nixonpdchief@nixon.texas.gov

Contact Address: 100 W. Third Street, Nixon, Texas 78140

All forms can be located online at the City of Nixon website: www.nixon.texas.gov

Security Questionnaire

Nixon Community Center
302 E. Central, Nixon, Texas 78140
PHONE: (830) 582-1924 FAX (830) 582-1136



Please complete the following questionnaire in order for adequate security to be provided at your event.

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number: _____

TYPE OF EVENT: _____

DATE OF EVENT: _____

TIME OF EVENT: (INCLUDING SET UP TIME) _____

NUMBER OF ATTENDEES: _____

WILL ALCOHOL BE SERVED AT THIS EVENT? YES NO

Bartender(s) Name(s) _____

TABC Servers permit verification Yes No

DURATION OF EVENT:

FROM: _____ TO: _____
(ACTUAL EVENT START TIME) (EVENT END TIME PLUS ONE HOUR TO CLEAN UP)

Set up times frame: FROM _____ TO _____

CLEAN UP TIME FRAME

(All events stop at 11:59 p.m. on Friday and Saturday, and 9:59 p.m. Sunday thru Thursday)

Lessee has one hour after the event to clean up.

SIGNATURE: _____ DATE: _____

NOTES