



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

Today's Date: _____ **Date of Event:** _____

Name: _____ **Phone #:** _____

Address: _____ **City, State, Zip:** _____

Email: _____

.....

Type of Event: _____ **Estimated Attendance:** _____

NOTE: Set-up and Clean-up time must be included in the time of use.
Doors open at 8:00 am for setup on the day of the event.

Event Starting and Ending time: FROM: _____ **TO:** _____

Friday & Saturday events must end at 11:59 pm. Two hours immediately after is allowed for cleanup.
Sunday-Thursday events must end at 9:59 pm. Two hours are allowed for cleanup immediately after.

FACILITY ACCESS/ SET UP/ CLEAN UP:

Please ensure everything is as it was before you leave the Center. Sweep, mop, take out the trash, wipe down the tables, tidy the kitchen, wash the dishes, and confirm the restrooms are cleaned, swept, and mopped as needed.

If cleanup extends beyond 2:00 a.m., a \$75.00 per hour fee will be deducted from the deposit.

Upon signing the Contract/Agreement, Lessee must pay the (\$250) two-hundred-and-fifty-dollar deposit and (50%) fifty percent of the total rental fees. Lessee must pay the security deposit at the time of rental.

The remaining balance is due fifteen (15) days before the event.

RENTAL OPTIONS/RATES:

- A) For the whole weekend (Fri, Sat & Sun)
- B) Per weekend Day (Fri, Sat, or Sun)
- C) Per weekday (Mon-Thurs)
- D) Non-Profit Rate **(One FREE use per year)**

Complete Facility Rental: Main Hall, Kitchen, Restrooms

DEPOSIT: \$250.00

Security Required if alcohol is on premises

Rental Rates:

A) \$1250 B) \$450 C) \$200 D) \$350.00

\$ _____

Marque Use: \$40

\$ _____

As per the rental agreement, tables/chairs are included,
while **linens are rentable** at \$15/table and are available in white.

\$15x _____ (# of Tables) = \$ _____

TOTAL COSTS: \$ _____

Amount due on the day of signing the contract: \$250 (deposit) + 50% of **total** cost.

Rental Rate = \$ _____

Linens = \$ _____

DUE TODAY: \$ _____

Remainder due 15 days before the event date: \$ _____

Due Date: _____

Cleaning Fee: (\$250)

Would you like the City to clean up? _____

(If the City is left responsible for cleaning up after the event, the deposit or a portion of the deposit will be kept at the discretion of the City)



City of Nixon Community Center Facility Rental Agreement

ATTACHMENT 1

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:** The 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 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 the rental of said space and premises (equal to the total sum of the rental rate and deposit as outlined in the Rental Reservation Application). Lessee further agrees to pay the City, on demand, all sums due to the City for additional services, accommodations, materials, or damages.

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, the 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:**

By renting the facility, the City does not relinquish its right to control its management and enforce all necessary and proper rules for its management and operation. The City's employees may enter the facility and all premises at any time and on any occasion.

Security must be used at any event where alcohol is being consumed or is on the premises.

5. **REMOVAL OF MATERIALS:**

The Lessee or exhibitors must remove all materials and installations placed in the facility by the end of the contracted time. If this is not done, the deposit will be forfeited. (You have two hours for clean-up immediately after the event has ended.) If the facility is not vacated by the Lessee on the stated date at the end of the lease term, the City is authorized to remove and store, at Lessee's expense, all goods, wares, merchandise, and property of any kind occupying the facility, where the lease term has expired. The City shall not be liable for any damage or loss to such goods, wares, merchandise, or other property that may occur due to the removal or the location to which it may be taken, and the Lessee, along with any other interested parties, hereby releases the City from any claims for damages of whatever kind or 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 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. All the applicable ordinances of the City, together with all rules and requirements of the Police and Fire Departments of the City, 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. If the attention of the Lessee is called to such a violation, the Lessee will immediately desist from and correct such violation(s).

8. SEATING CAPACITY:

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

9. NO DEFACEMENT OF FACILITY OR BUILDING:

Lessee shall not injure, 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. Additionally, Lessee shall ensure that no objects are placed in the drains, restroom facilities, or any other part of the water or sewer system, thereby preventing the need for maintenance or repair to the plumbing.

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 Lessee's agents, employees, patrons, guests, or any persons admitted to such premises by Lessee, Lessee will pay to the 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 people admitted to the premises, or 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. The Lessee agrees to always maintain sufficient security to ensure order and protect people and property.

11. AISLES CLEAR:

The Lessee will **not** permit chairs, movable seats, or other obstructions to be or remain in the entrances, exits, or passageways of the facility or building, and will keep these areas 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 the 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 claims, suits, causes of action, and liability for damages or injuries to any person(s) or damage to property occasioned by or in connection with Lessee's use of the premises and/or resulting from the presentation of any copyrighted work or material or violation of any other proprietary rights.

15. ATTORNEY FEES:

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

16. NO DISCRIMINATION:

It is understood that the City of Nixon owns the premises 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:

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

18. CANCELLATION BY THE CITY:

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

19. CANCELLATION BY LESSEE:

All cancellations of contracted events must be submitted in writing to the city. Deposits paid upon rental reservation at the Main Hall will be forfeited if an event is canceled or if the rental date(s) are changed less than thirty (30) days before the event. Any cancellation made less than five (5) working days before the event at any City facility will result in the forfeiture of 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 Administrator. The Lessee agrees to remain at the event site for the entire duration of the Rental Agreement. If a violation occurs, the deposit will be forfeited.

22. NOT RESPONSIBLE FOR LESSEE'S/THEIR GUESTS' 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 because of the occupancy under this agreement.

The City may cancel the Event at any time due to any violation of the rules of this agreement, at the City Official's discretion.

The Lessee will forfeit all funds.

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

Lessee Printed Name: _____ Signature: _____

City Official Printed Name/Title: _____ Signature: _____

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

Note: The refund will be 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 Ave.

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 the Nixon Community Center must provide security when renting these facilities if Alcohol will be present. All security for the Nixon Community Center will be coordinated by the Nixon Police Chief and provided by the Nixon Police Department using off-duty officers.

One (1) Security Officer: \$50 per hour per Officer depending on the number of attendees.

(Mandatory during 8:00 p.m.-12:00 a.m. events serving alcohol.)

Alcohol Consumption

Alcohol may be consumed but NOT sold. If alcohol is being served, a Texas Alcoholic Beverage Commission (TABC) licensed bartender must do all 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 the 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 fifty (\$50) dollars per hour per officer (fee subject to change based on the City of Nixon's prescribed rate). Payment for the Security Officers is the responsibility of the Lessee and is due in **Cash** form.

Event Security Coordinator: Lt. T. Beck

Contact Number: (830)582-1395.

Email Address: travis.beck@nixon.texas.gov

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

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

Security Questionnaire

Nixon Community Center

302 E. Central Ave., 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 1 hour to clean up)

Set up time 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: _____

