



Nolanville J.W. Sims Community Center  
 408 N. 10<sup>th</sup> St. Nolanville TX 76559  
 Reservation and Use Agreement

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City

State:

Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Reserved Date: \_\_\_\_\_

Start/End Times: \_\_\_\_\_

Nature of Meeting/Program: \_\_\_\_\_

Number of People Expected to Attend: \_\_\_\_\_

**Rental Rates and Deposits**

Nolanville Resident Rates	Non-Resident Rates
Security Deposit: \$125.00	Security Deposit: \$125.00
Alcohol Deposit: \$250.00*	Alcohol Deposit: \$250.00*
Rental Fee: Monday – Friday (8 hours) \$120.00	Rental Fee: Monday – Friday (8 hours) \$150.00
Rental Fee: Weekend (8 hours) \$200.00	Rental Fee: Weekend (8 hours) \$250.00

2 hour short term rental: \$75.00

Non Profit Organizations: \$40.00 (4 Hours) (Each additional hour is \$10.00.)

*All fees are based on the Fee Schedule located in the City's Code of Ordinances*

**\*Must Complete Additional Forms for approval of Alcohol (Beer and Wine Only) Permit for use on Community Center Premises.**

By signing below, I certify that I have received a copy of the General Policy for the JW Sims Community Center Rentals and will abide by these terms. I understand the deposit may be withheld for cleaning and/or damages.

***IF you should need to cancel your rental early we need at least 48 hours' notice to receive a full refund of rental fees and deposits.***

\_\_\_\_\_  
 Renters Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 City of Nolanville Staff

\_\_\_\_\_  
 Date

SECURITY DEPOSIT FEE PAID: \_\_\_\_\_

Received By: \_\_\_\_\_ Date: \_\_\_\_\_

ALCOHOL DEPOSIT PAID: \_\_\_\_\_

Received By: \_\_\_\_\_ Date: \_\_\_\_\_

RENTAL FEE PAID: \_\_\_\_\_

Received By: \_\_\_\_\_ Date: \_\_\_\_\_

DEPOSIT RETURNED: \_\_\_\_\_

Received By: \_\_\_\_\_ Date: \_\_\_\_\_

## GENERAL POLICY FOR JW SIMS COMMUNITY CENTER RENTALS

<b>DEPOSIT AND FEES</b>	Security Deposit is due at the time of reservation. Rental Fee is due at time when you pick up the keys for rental. All payments must be made with cash or a credit card. A convenience fee is applicable to credit card payments, and a service charge for dishonored payments, as provided in Sec. A2.003. of the Code of Ordinances.
<b>PAYMENTS AND REFUNDS</b>	The rental fee and security deposit are deposited. All payments must be made with cash or a credit card. Only MasterCard, Visa, and Discover credit cards are accepted. All refunds are subject to the final discretion of the City Personnel based on the key return and condition of the community center upon completion of rental.
<b>LIABILITY</b>	Renter agrees to pay for any damage done to the facility, grounds or furnishings by themselves, their guests, caterers, or employees during or pertaining to their rentals. A signed contract covering this aspect will be required at the time of rental application. If damage should occur, notification will be given to the renter as soon as damages have been determined. If repairs or clean up by Recreation Center staff is required the renter will be financially responsible for the cost of the repairs and clean up not covered by the deposit. The City of Nolanville is not responsible for anyone injured on the premises, personal property left on the site, or rental equipment. Persons renting a portion of the Community Recreation Center may request use of a designated area (outside or inside) for a bounce house. A "Request for Use" and "Hold Harmless Agreement" must be submitted at least two weeks prior to the rental and, if permission is granted, documentation of general liability insurance (\$1,000,000.00 per occurrence) from the company supplying the bounce house must be provided listing the City of Nolanville as an additional insured. This information must be turned in prior to the rental. Other activities/entertainment used as part of your rental may also require the above mentioned paperwork. Please notify staff if you have any questions or concerns.
<b>ALCOHOLIC BEVERAGES</b>	The City Council of the City of Nolanville requires compliance with TABC regulations when alcohol is being dispensed or is allowed on the premise. An alcohol deposit must be paid in advance at time of reservation. Failure to follow City regulations as it relates to Mixed Beverage use would result shut down the event. Rental fees paid would be forfeited and only deposit returned if Community Center left in the clean and undamaged condition.
<b>SET UP AND TAKE DOWN</b>	Renters are responsible for set up and take down of all items used such as tables and chairs. Tables and chairs must be returned to the area they were originally obtained.
<b>CLEAN UP</b>	Renter is responsible for all clean up and related items to be completed during the scheduled reservation time. All decorations, litter and other debris must be disposed of properly. Trash must be bagged and left in a designated area. Staff will inspect the facility after rental is complete. Failure to comply with rules and regulations will result in the forfeit of the security deposit.
<b>ENTERTAINMENT</b>	After hours, lyric appropriate music is allowed during your event (harpist, string quartets, disc jockeys, and bands). Music is allowed during your event during operating hours if the noise level is kept to a minimum. Staff will determine lyric <b>and noise level</b> appropriateness.
<b>FOOD AND BEVERAGES</b>	Parties are allowed to bring their own food and drink (non-alcoholic) on-site. If beer and wine are served, you must complete additional requirements.
<b>FIRE PROVISIONS</b>	<ul style="list-style-type: none"> <li>• Smoking is not allowed inside the Community Centers or the City Parks.</li> <li>• Candles must be securely supported on a substantial non-combustible surface and candle flames must be protected (votives, etc.).</li> <li>• "Trick" candles are prohibited.</li> <li>• Natural vegetation (live trees, wreaths) are prohibited unless a certificate of flame retardancy is submitted to staff prior to bringing items on site.</li> <li>• Decorative vegetation (bales of hay) requires a certificate of flame retardancy submitted to staff prior to bringing items on site.</li> <li>• Sterno cans are allowed for food warming purposes. All other type warming units must be pre-approved through the Fire Department prior to the event.</li> <li>• Pyrotechnics are prohibited (including sparklers).</li> <li>• Fog machines are prohibited.</li> <li>• Entrances and exits may not be obstructed.</li> <li>• Fire Department non-emergency number 911.</li> </ul>

<b>CLIMATE CONTROL</b>	Please contact a staff member for assistance.
<b>DECORATIONS</b>	<p>The use of tacks or staples are permitted but must not create damage. Nails and adhesives of any kind is prohibited. Floral wire and/or ribbon are permitted as long as nails are not used to attached to walls or furnishings. The renter is responsible for leaving the facility in its original condition. If cleaning by staff is needed after the reservation, you will forfeit your deposit.</p> <p>Fresh flowers, plants, and balloons may be used. The renter is responsible to ensure that live plants have a dish under them to prevent damage and/or incidents. While it is not permissible to throw rice or confetti; birdseed and dried flowers may be thrown outside but must be cleaned up.</p>
<b>CONFLICT/ EXCLUSION/ NOISE</b>	City Personnel may cancel any scheduled reservation should the activities planned be in conflict with the stated rules or special activities of the City of Nolanville. The City of Nolanville reserves the right to ask any guests or individuals exhibiting unacceptable behavior to leave the building. No illegal activities of any kind will be allowed on the premises. Noise levels may be limited/adjusted during your rental.
<b>ANIMALS</b>	Animals are not allowed (except service animals aiding the impaired).
<b>SECURITY</b>	Security deemed necessary by Nolanville staff may require renter to hire off duty police. The renter is responsible to make this arrangement and pay all fees. Police Department personnel may be reached at 254 698 6334.
<b>SUPERVISION</b>	Children, under age 17, must be supervised. An adult to child ratio of 1:20 is required.
<b>FUNDRAISING/ GAMBLING</b>	Gambling with money is prohibited.
<b>LOGO</b>	<b>The name of the City of Nolanville, Nolanville logo, trademarks or other distinguishing marks may not be used by renters, except when noting the address on invitations, maps, etc.</b>

After each rental, a designated City Employee will walk through to inspect the premises. Once the key to the community center is returned and the city has inspected the premises a refund of deposit will be released and your deposit will be mailed within two (2) weeks of rental. If the issued key is not returned, you will forfeit the deposit.

I have received a copy of the Nolanville J.W. Sims Community Center Policies and Procedures and will abide by these Policies and Procedures. I understand that a portion or all of the deposit may be withheld for cleaning and/or damages.

The City reserves the right to close all or any portion of Facilities, with or without notice. The City may inspect the rented Facilities prior to any event. The City is not required to have available staff to monitor the use of the rented Facilities. Renter shall be responsible for any damage resulting from use of the Facilities and other portions of the Facilities caused by use of Renter, Renter's members, or Renter's invitees. It is the responsibility of Renter to inform participants, members and invitees of any closure decisions.

\_\_\_\_\_  
Renter's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Representative

\_\_\_\_\_  
Date



CITY OF NOLANVILLE
REQUEST FOR USE OF ALCOHOL DURING COMMUNITY CENTER RENTAL

I, \_\_\_\_\_, renter of Community or representative agent of the following business or organization renting the Community Center.

I, \_\_\_\_\_, request the presence of alcohol at the following function:

Type of Event: \_\_\_\_\_

Date & Time: \_\_\_\_\_

Purpose of Event: \_\_\_\_\_

Type of alcohol being served: \_\_\_\_\_

Who will be serving the drinks? \_\_\_\_\_

TABC license No.: \_\_\_\_\_

Will there be children/adults under the age of 21 present? YES NO

I understand that the City of Nolanville does not hold a Mixed Beverage Permit from the Texas Alcohol Beverage Commission (TABC), and all permits and licensing required by law are my own responsibility by providing licensed Alcohol Server. I also agree that I am responsible for the ensuring strict compliance with all TABC rules and regulations pertaining to the Event. I further understand that failure to comply with these obligations may result in the loss of future Community Center room rental privileges, and other penalties.

INDEMNIFICATION

By initialing at the end of the end of this paragraph I agree to indemnify and hold harmless the City of Nolanville, its officers, employees, agents, volunteers, contractors, representatives and insurers ("Released Parties") from any and all liability for loss, injury, or damages to any person or persons for personal injuries or death of any person or persons, or loss or damage to any property occasioned by or sustained by reason of the occupancy and/or use of the Center and/or the facilities thereof, during the period of Renter's occupancy and/or use, without regard to the cause of such loss, or WHETHER THE LOSS WAS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE RELEASED PARTIES. I further expressly covenant and agree to protect, defend, indemnify, and hold harmless the Released Parties from all claims based upon alleged joint and/or concurrent negligence of the Released Parties, the Renter and/or authorized agent, and/or any person for whom the Renter and/or authorized agent is responsible, arising out of or incident to the Event. I agree that in case any of the Released Parties shall be made a party to any claim or litigation commenced by or against the Renter and/or authorized agent, or relating to the Event, then I shall pay for or reimburse to the Released Parties all costs and expenses, including reasonable attorney's fees and court costs, incurred by or imposed upon any of the Released Parties by virtue of any such claim or litigation.

IF SIGNED BY AN AUTHORIZED AGENT: The signer of this Request hereby represents and warrants that he or she has full authority to execute this form on behalf of the business or organization named above, if any.

IN WITNESS WHEREOF, we have affixed our signature, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

By: \_\_\_\_\_
Renter/Authorize Agent

By: \_\_\_\_\_
Nolanville City Staff

Contact: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

For Official Use Only

Alcohol Server verified: \_\_\_\_\_

Approved by City Personnel: \_\_\_\_\_

Approved by Chief of Police: \_\_\_\_\_

**Alcohol Use Addendum**

**WHEN ALCOHOL IS BEING SERVED ON THE PREMISES, PLEASE INITIAL THE FOLLOWING:**

*(initial)*

- \_\_\_\_\_ NO SALES of alcoholic beverages (unless TABC server is provided) are permitted on, in or at the Facilities.
- \_\_\_\_\_ Renter shall ensure compliance with state law for the consumption of alcohol and renter shall be held responsible and liable for any non-compliance with beer and wine regulations.
- \_\_\_\_\_ Minors shall not be permitted, under any circumstances to possess or consume alcohol on City premises.
- \_\_\_\_\_ Renter shall remove or cause to be removed any person or group of persons not complying with state regulations as set forth by the Texas Alcohol and Beverage Commission.
- \_\_\_\_\_ Renter agrees to enforce all City and State regulations relating to alcohol distribution and consumption of the Facilities rented.
- \_\_\_\_\_ Renter shall be held responsible and liable for any act resulting from the consumption of alcohol within the portion of the Facilities rented or which is dispensed therein.
- \_\_\_\_\_ The City reserves the right to require Renter to obtain additional security for any function serving alcohol.

The City reserves the right to close all or any portion of Facilities at any time, with or without notice. The City may inspect the rented Facilities prior to any event. The City is not required to have available staff to monitor the use of the rented Facilities. Renter shall be responsible for any damage resulting from use of the Facilities and other portions of the Facilities caused by use of Renter, Renter's members, or Renter's invitees. It is the responsibility of Renter to inform participants, members and invitees of any closure decisions.

***I have received a copy of this Alcohol Use Addendum as it relates to the Nolanville J.W. Sims Community Center Facility Rental and will abide by these regulations.***

\_\_\_\_\_  
Renter's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Representative

\_\_\_\_\_  
Date