

Nordheim Recreational Center (NRC)

Rental Fees

All Day: \$125.00, deposit of \$80

Half Day: \$65.00, deposit of \$40

NORDHEIM RECREATIONAL CENTER WILL PROVIDE

- Three (3) garbage bags, one (1) in kitchen trash can and one (1) in each bathroom.
- Dishwashing Soap, soap in each bathroom.
- Three (3) rolls of paper towels, one (1) in kitchen and one (1) roll in each bathroom.
- A roll of toilet paper will be in each bathroom.

NRC CLEANING AND DEPARTURE CHECKLIST

The following are items that you should check for before leaving the NRC from your rental

NRC RENTAL CLEANING CHECKLIST

- Empty all trash cans.
- Police outside areas as well as areas near doors and sidewalk for cigarette butts, trash and other debris.
- Place all trash into garbage bags and deposit in outside trash bins.
- Wash all dishes, coffee pot, etc.
- Clean tabletops and chairs and return to their initial location.
- Clean refrigerator, range, countertops, sink and microwaves.
- Clean both bathrooms.
- Sweep floors, mop all spills and mop floors as necessary.

UPON LEAVING THE NRC

- Turn off all overhead lights.
- Check to make sure all doors are securely locked.
- Place all trash into garbage bags and deposit in outside trash bins.
- Return the key to the City of Nordheim.

Reminder

Painters Tape Only for use on hanging decorations. Refer to the contract for details.

AGREEMENT FOR USE OF NORDHEIM RECREATIONAL CENTER (NRC)

EXPRESS DISCLAIMER OF LIABILITY, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

This agreement is made the _____ day of _____, 20_____
Between **The Nordheim Recreational Center**, a Texas Non-Profit Corporation (hereinafter referred to as "Landlord"), and _____ (hereinafter referred to as "Tenant") and concerns the private use of the Nordheim Recreational Center located at Broadway & Frist, Nordheim, TX, DeWitt County, Texas 78141.

WITNESSETH:

1. **PARTIES:** The City of Nordheim is the owner of the **The Nordheim Recreational Center** located at Broadway & First, Nordheim, TX, DeWitt County, Texas 78141 and _____ an individual who desires to use the Nordheim Recreational Center (hereinafter "the property") for a private function.
2. **TERM:** Beginning at _____ AM/PM (circle one) on _____ (date) and ending at _____ AM/PM on _____ date.
3. **RENTAL:** The Tenant agrees to pay Landlord a deposit of \$ _____ (cash, cashier's check or money order only) to secure performance of this agreements by Tenant. The security deposit is due at the same time the rental fee is paid. Landlord may use as much of the deposit as necessary to pay for damages resulting from Tenant's use and as necessary to satisfy Tenant's obligations under the lease. The unused portion of the deposit will be refunded to the Tenant, together with an itemized list of all deductions from the deposit within thirty (30) days after the Tenant surrenders possession of the property.
4. **USE OF PROPERTY:** The property shall be used by the Tenant for the following purposes only: _____
 - a. Excessive noise and/or rowdy or unruly behavior will not be tolerated.
5. **NO ASSIGNMENT or SUBLEASE:** Tenant shall not assign this lease or sublet any part of this property.
6. **TENANT IS RESPONSIBLE FOR THE FOLLOWING:**
 - a. Following all rules as set forth herein;
 - b. Any damage to property, fixtures, floors windows, doors, furniture or related equipment;
 - c. Cleaning the property (including floors, bathrooms and kitchen) to return them to the condition they were in on initial inspection;
 - d. Emptying trash cans and placing all trash in garbage bags in the trash bins outside.
 - e. Cleaning and returning hairs to rack and tables to location at initial inspection;

- f. Removing any decorations, trash, additions or enhancements not on the property at initial inspection.
- g. Removing any food, including any in the oven, refrigerator, cabinets or cupboards;
- h. Turning off the overhead lights, water faucets, coffee maker, heaters, and air conditioners
- i. Locking all doors. Tenant is responsible for subsequent damages and/or theft as a result of failure to secure the NRC.
- j. Returning key to designated city personnel.

7. **NO SMOKING IS ALLOWED IN THE NRC.**

8. **PETS:** No pets are allowed in the NRC with the exception of handicapped assistance animals.

9. **PERSONAL BELONGINGS:** Tenants shall remove all of the Tenant's property at the end of the lease. Landlord is not responsible for any personal belongings or items or items left behind by Tenant. Any property left behind shall become the property of Landlord and may be thrown out.

10. **RENTAL OF THE KITCHEN AREA WHEN THE NORDEHIM RECREATION CENTER IS BEING USED BY THE CITY WILL NOT BE ALLOWED.**

11. **CONDITION OF PROPERTY:** Tenant has examined the property and accepts the property, furniture, and appliances in its current condition and state of repair. Upon expiration of the lease term, or early termination. Tenant shall surrender the property to the Landlord in its required condition under the terms of this Agreement.

12. **ALTERATIONS:** No holes may be made or nails driven into the woodwork, floors, walls, or ceilings of the improvements. **By way of example but not limit the forgoing, tacks, nails, screws and tape are not allowed.** (Painter's tape is allowed.)

13. **INSPECTIONS:** During the lease term Landlord may enter the property at any time to inspect the property, to ensure enforcement of the rules of the agreement, and to respond to any complaints resulting from Tenant's use of the property.

14. **COMPLIANCE WITH LAWS:** Tenant shall obey all applicable laws, restrictions, ordinances, rules and regulations with respect to the property. Tenant's use and occupancy of the property is contingent on complying with all applicable laws.

15. **REPAIRS AND MAINTENANCE:** Tenant shall repair at the expense of the Tenant any damage to the property caused directly or indirectly by acts of omissions of the Tenant or any other person thereon by the consent, invitations, or sufferance of Tenant. The repair or replacement of such damage shall be commenced immediately and completely with no unreasonable delay.

16. **INDEMNITY: TENANT SHALL INDEMNIFY AND HOLD LANDLORD HARMLESS FROM THE CLAIMS OF TENANT, AS WELL AS ALL THIRD PARTIES, FOR LOSS OF LIFE, INJURY OR DAMAGE TO THEIR PERSON OR PROPERTY, ARISING FROM THE USE OR OCCUPANCY OF THE PROPERTY BY TENANT. THIS IDEMNIFICATION SHALL INCLUDE ALL COSTS AND EXPENSES INCURRED BY LANDLORD, INCLUDING ATTORNEY'S FEES. FURTHER, TENANT IS REQUIRED TO NOTIFY ALL OF TENANT'S GUESTS AND/OR INVITEES THAT**

THEIR PRESENCE UPON THE PROPERTY IS EXPRESSLY SUBJECT TO THEIR AGREEMENT TO WAIVE ANY AND ALL CLAIMS AGAINST LANDLORD FOR INJURY OR DAMAGE TO THEIR PERSON OR PROPERTY RESULTING, DIRECTLY OR INDIRECTLY, FROM THEIR USE OF THE PROPERTY, AND TO HOLD LANDLORD HARMLESS RELATIVE THERETO. SAID DUESTS AND/OR INVITEES MAY BE REQUIIRED BY LANDLORD TO SIGN AN ACKNOWLEDGEMENT OF THEIR UNDERSTANDING OF THE TERMS OF THIS AGREEMENT.

17. **DEFAULT:** If Tenant fails to perform or observe any provisions of this agreement, then in the sole opinion and option of Landlord, this agreement may be terminated and Tenant's function may be cancelled and all of Tenant's guests may be asked to leave the premises, with no liability as to any damages claimed by Tenant.
18. **TERMINATION:** This agreement shall terminate upon expiration of the term or upon Tenant's default under this agreement. Upon termination, Tenant shall vacate the property immediately.
19. **HOLDING OVER:** Any possession by Tenant after termination shall not operate to renew or extend the term but shall be construed as a tenancy at sufferance of Landlord. Tenant shall pay rental at a rate of \$5.00 per hour during the period of any possession after termination.
20. **HAZARDOUS USE:** Tenant will not keep anything on the property which is dangerous, flammable, explosive, or might increase the danger of fire or any other hazard.
21. **ATTORNEY'S FEES:** Tenant agrees that he/she will be responsible for any and all legal fees incurred by Landlord for any proceeding brought under or with relation to this lease or transaction.
22. **NOTICES:** All notices by Landlord shall be in writing and effective when delivered to Tenant or to the Nordheim Recreation Center. All notices by Tenant submitted as required by law shall be in writing and effective when delivered to the **Nordheim Recreational Center located at Broadway & Frist, Nordheim, TX, DeWitt County, Texas 78141.**
23. **VALIDITY OF AGREEMENT:** If any clause or provision of this lease is invalid, then the remaining portions of the agreement remain in effect.
24. **CONSULT YOUR ATTORNEY:** This is intended to be a legally binding contract, therefore, read it carefully. If you do not understand the exact effect of any part of the agreement, consult your attorney before signing.
25. **LATE CANCELLATION:** If Tenant cancels this agreement less than 48 hours prior to the beginning time in paragraph 2, then the deposit sha be refunded, but the rental fee shall be forfeited.
26. **ENTIRE LEASE:** All promises made are contained in this written agreement. This agreement can only be changed in writing and signed by both Tenant and Landlord.

Special Provisions:

DATED this _____ day of _____, 20_____.

THE NORDHEIM RECREATIONAL CENTER, Landlord

By: _____

Designated City Personnel

Tenant

TDL# _____

Address: _____

Daytime Phone # _____

Cell Phone # _____

Received from Tenant on this _____ **day of** _____, 20_____

Rental Fee: \$ _____

Deposit Fee: \$ _____

Landlord returned deposit to Tenant on this _____ **day of** _____, 20_____

In the Amount of \$ _____.

Received by : _____

Tenant