



Nottingham Forest Club of Houston

325 Kickerillo Drive, Houston, Texas 77079

281 497-0550 (phone)

nfclub@sbcglobal.net www.nfclub.com

Agreement for Rental

1. Agreement: This document sets forth the terms and conditions for the agreement by and between Nottingham Forest Club of Houston, Inc. (hereinafter "NFC") and

Member Name _____ Home Phone _____ Cell Phone _____

Address _____ (hereinafter referred to as "Renter").

2. Term: Renter agrees that use of NFC facilities shall be limited to (date) _____ between the hours of _____ & _____ (maximum of 6 hours per rental) for the purpose of _____ with _____ number of people attending. This number includes all persons on Nottingham Forest property – swimmers, non-swimmers, supervising adults & participating children. All guests/attendees must be included or the guest premium fee applies in addition to rental fees. Renter must supply the NFC with a guest list for all pool rentals for check-in purposes.

3. Security Deposits:

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For the clubhouse or pool, a security deposit of \$300 is required.

For the grounds, entire pool deck or playground, a security deposit of \$100 is required.

For a small playground or pool party, a security deposit of \$50 is required.

Security Deposits must be paid at time this agreement is signed to confirm rental date. This deposit will cover any damage, cleaning (as a result of improper disposal of trash, decorations, food, etc.) or repairs that are required to NFC facilities as a result of use by renter pursuant to Section 8(f) of this Agreement. This deposit shall be returned to renter after conclusion of function, less deductions for costs to NFC. Renter agrees to reimburse NFC for any damages caused by members or attendees at the function which exceed original deposit. **Renter may choose to pay an OPTIONAL \$100 cleaning fee for building clean-up and vacuuming or a \$50 cleaning fee for outdoor parties.** Please note that the renter is still responsible for removing all refuse from facility pursuant to Section 5(f) of this Agreement

4. Cancellation Policy: Once a contract is signed and the deposit is received by NFC, if the renter cancels contract for any reason, NFC may, at its discretion, retain the security deposit in full. Lifeguards must be cancelled 21 days in advance of event to receive a full refund.

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[1] Condition of Premises: Renter agrees to surrender premises at end of lease term in same condition as when renter took possession and expressly agrees to pay NFC for any and all damage which may occur during lease term in excess of reasonable use and wear and damage by act of God. The attached Rental Completion Checklist, provided to renter, will be used to determine condition of facility at completion of function. Each section is to be initialed by renter & left at Club. Club Manager will use same list to check condition of facility. This checklist will be used to determine disposition of Security Deposit.

Please Initial

Trash: **All trash must be taken from the building or party areas to the metal dumpster located in wooden shed on the southern end of the bayou side of the parking lot. After opening the wooden gate on the clubhouse side of the wooden enclosure, please slide open the metal door on the dumpster.** Be sure to place all trash bags carefully inside the metal dumpster, as we do not wish to attract coyotes. If any trash is found on the outside of the metal trash receptacle within in the wooden enclosure or in the parking lot or pool area, you will be assessed at least a \$100 - \$300 fee.

- 1. **No thumb tacks, nails or other materials which may permanently injure the premises may be used when decorating. An automatic \$200 deduction will be taken from deposit for leftover mounting materials.**

5. Grant of Use Privileges: NFC hereby grants to renter the privilege of use of NFC facilities and/or grounds immediately adjacent for a single event with an **occupancy limit of 100 persons per rental.** Large rentals with over 100 guests require an additional rental cost equal to 50% of the rental fee. Large rentals with over 200 guests require an additional rental cost equal to 100% of the rental fee. Large rentals with over 300 guests require an additional rental cost equal to 150% of the rental fee. Authorized use of pool deck area does **NOT** include authority for use of swimming pool. Grant is limited to areas as assigned by rental location and fees. Lifeguard fees are an additional cost.

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6. Swimming Pool Use: Renter acknowledges that swimming pool at NFC is not to be utilized under any circumstances unless specific permission has been previously granted by Club or Office Manager and pool is rented. It is understood that for certain single event rentals, use of swimming pool facilities may be desired. Such facilities will be included in this grant of privileges under the following terms and conditions:

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- (a) Use shall be at discretion and under direction of Club or Office Manager.
- (b) all additional fees with respect to use of pool facilities, e.g.: lifeguards, shall be paid directly to NFC by renter in accordance with NFC and Pool Company policies, and strict compliance with all pool rules and directions of lifeguards.

Lifeguards: Pool parties with more than 25 attendees (members and/or non-members) during pool hours must supply additional lifeguards at 1 guard per 20 attendees. During non-pool hours the lifeguard ratio is 1 guard for each 25 attendees with a 3 guard minimum. Lifeguards must be scheduled and paid for directly to NFC with at least 2 weeks notice.

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Number of party attendees: _____ **Signature** _____

Please note that attendees include both swimmers and non-swimmers. If a party attendee is in the pool area, he/she counts toward the guard-to-swimmer ratio. **Any pool party with over 50 total people must be during non-pool hours ONLY.**

NFC can host a maximum of 2 pool parties at one time with a maximum of 50 TOTAL party attendees during pool hours. **A party guest list (with both NFC members and nonmembers) must be supplied before the event commences to check in arriving attendees at the front desk. Party Attendees** over the stated number may not be allowed to enter the premises – this is a safety precaution.

Number of lifeguards needed: _____ **Hours lifeguards needed** _____

(NFC will determine final number of guards and cost for the day, time, and pool schedule. Any additional guards used will be deducted from the deposit or the Renter will be billed for any additional life guarding fees.)

7. Disruptive Behavior: Disruptive or inappropriate behavior, abuse of NFC facilities or members, or any other action by or on behalf of renter or any attendees or guests at a function sponsored by renter and deemed by Club or Office Manager or Board of Directors, as represented by its President as not being in the best interest of NFC shall be grounds for immediate termination of this Agreement, without recourse by renter.

Please Initial

8. Single Event Arrangements:

a) Renter acknowledges that he/she has advised Club Management at the time of execution of this agreement of the anticipated number of attendees, facilities required, food and entertainment to be used and other information relevant to the function or event. All prior arrangements must be approved by the Club Manager, prior to execution of this Agreement on behalf of NFC.

Please Initial

(b) **Pool Deck: Renter acknowledges that authorization for utilization of pool deck does not include authorization for use of swimming pool.** Renter further acknowledges that supervision of children by renter & renter’s guests and attendees at functions utilizing pool deck is imperative. 2 lifeguards are required for a poolside event. **With pool deck and swimming rentals, all guests who enter the pool area and stay at the event are to be included as attendees, whether swimming or not.**

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(c) NFC Grounds and Facilities: NFC grounds are not fully fenced and not continuously supervised by NFC personnel. These grounds include a swimming pool, playgrounds, and heavily wooded areas with small streams, along with the inherent risks thereof to children. Renter acknowledges that due to the nature, size and topography and location of NFC facilities, the continuous and vigilant supervision of children by renter and renter’s guests and attendees is required.

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(d) No Smoking is permitted within any portion of Clubhouse facility, including the restrooms or outdoor areas.

Please Initial

(e) Waste or Nuisance: Renter shall not commit or allow to be committed any waste on premises, create or allow any nuisance to exist on the premises, or use or allow premises to be used for any unlawful purpose. No motorized vehicle shall be allowed off paved parking areas. This applies, without limitation, to

Please Initial

Renter, guests, attendees, caterers, deliveries.

[f] Condition of Premises: Renter agrees to surrender premises at end of lease term in same condition as when renter took possession and **expressly agrees to pay NFC for any and all damage which may occur during lease term** in excess of reasonable use and wear and damage by act of God. The attached Rental Completion Checklist, provided to renter, will be used to determine condition of facility at completion of function. Each section is to be initialed by renter & left at Club. Club Manager will use same list to check condition of facility. This checklist will be used to determine disposition of Security Deposit.

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[g] Liquor: In the event Club premises are used for a function where liquor is being served, renter agrees that he/she (initial) agrees that he/she will personally provide at least 2 police officers to be present for the duration of the event, and liquor is not to be served until such officers are on premises. Renter acknowledges that the serving and consumption of liquor on premises and any and all consequences thereof, are responsibility of Renter, and not NFC. Renter may not serve alcoholic beverages to individuals less than 21 years of age or to individuals that are intoxicated. Renter agrees to indemnify, defend and hold NFC, its employees, officers and directors harmless with respect to any and all claims resulting from or arising out of the serving and/or consumption of alcoholic beverages to any individual at or during the function covered by this agreement.

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[h] Teen Age Youth: In the event the premises or facilities are used for a function for teen age youth (younger than 21 years of age); Renter agrees that he/she will personally:

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- be present on premises and supervise guests and attendees for duration of the event,
- provide 2 police officers, to be arranged by Club office, to be present for duration of event,
- ensure that no alcoholic beverages are served,
- Provide appropriate chaperones at a ratio of 10 youths: 1 adult. These chaperones must maintain control of party at all times,
- Maintain compliance with the **No Smoking** rule. **Smoking is strictly prohibited.**
- Any infractions of the stipulations contained in this contract will empower Club Manager to terminate function at his discretion at any time and bar future rentals.

[i] Miscellaneous Terms and Conditions:

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1. Club furniture and equipment used by renter must be returned to storage area at conclusion of function or as designated by Club / Office Manager (tables in storage building adjacent to carport – chairs stacked in vending machine area).
2. Following evening parties, Club doors shall be locked no later than 1:00 am and all guests of renter and all of their possessions must be removed by this time. Failure to meet this deadline will result in automatic forfeiture of security deposit and subject Renter to further damages.

3. All lifeguards to be used for any function shall be provided by NFC or Office Manager in advance of function.
4. Access to facility by renter is not to exceed 6 hours, this to include 1 hour preparation and/or decorating time before function and 1 hour clean up at conclusion of function. Additional time for set up and/or clean up may be provided (if arranged in advance) at a rate of \$50 per hour.
5. It is understood that articles lost on premises are not the responsibility of NFC.
6. Renter agrees to indemnify, defend and hold NFC, its employees, officers and directors, harmless against all claims, liability and expense brought by an invitee of Renter or any third party based on personal injury or property damages allegedly sustained during, resulting from or relating to function for which this agreement has been made.

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9. Payment of Rental Fees: Rental fee as noted herein and all applicable sales taxes are due and payable in full 21 days prior to scheduled date of use. Failure to pay all fees 21 days prior to function shall result in cancellation of rental and the agreement and forfeiture of the security deposit. Rental fees are nonrefundable.

10. Renter Warranties: This agreement may be modified, altered, or amended in writing by NFC or its Board of Directors and duly authorized and executed by both renter and NFC. It may not be amended or modified by oral agreement. Renter acknowledges having fully read and understood this agreement. Renter further acknowledges he/she will advise his/her guests and attendees of the provisions of this agreement with respect to the warnings and requirements set forth herein.

Renter:

Nottingham Forest Club of Houston, Inc.

Signature

Signature

Date

Date

Host of Party _____

Contact Information _____

Date of Event _____

Times of Event _____

Area(s) Rented _____

Number of Guests _____

Number of Extra Guards _____

Time Guards Needed _____

Lifeguard Verification _____

Security Deposit received on _____ **Check Number** _____

Rental Fees received on _____ **Check Number** _____

Lifeguard Fees received on _____ **Check Number** _____

Security Deposit:

Received _____

Check # _____

Returned _____

Not returned - Reason: