



# Nottingham Forest Club

SWIM • TENNIS • PLAY

325 Kickerillo Drive, Houston, Texas 77079

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## Rental Agreement

This contract ("Agreement") between Renter, as identified below, and Nottingham Forest Civic Association, Inc. ("NFCA") sets for the terms and conditions for the use of only the specific Nottingham Forest Club ("NFC") facilities specified below.

### 1. Renter Information:

Name / Organization: \_\_\_\_\_ ("Renter")

Primary Contact: \_\_\_\_\_ Primary Phone #: \_\_\_\_\_

Address: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_

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

Emergency Contact: \_\_\_\_\_ Emergency Phone #: \_\_\_\_\_

Renter / Primary Contact Membership Type:  Nottingham Forest  
 Ashford Forest Resident  
 Private NFC Member  
 Non-Member

### 2. Rental Type<sup>1</sup> (check all that apply):

- |   |  |
|---|--|
| <input type="checkbox"/> Clubhouse Only             | <input type="checkbox"/> Park Rental                               |
| <input type="checkbox"/> Clubhouse & Pool Deck Only | <input type="checkbox"/> Private Gazebo Rental                     |
| <input type="checkbox"/> Private Pool Party         | <input type="checkbox"/> Non-Exclusive Pool Party Area Reservation |
| <input type="checkbox"/> Other: _____               | <input type="checkbox"/> Non-Exclusive Pool Party General Seating  |

### 3. Rental Period:

Rental Date: \_\_\_\_\_ # of Attendees: \_\_\_\_\_

Starting Time: \_\_\_\_\_ Ending Time: \_\_\_\_\_  
(Starting and ending times include set-up and clean-up time)

<sup>1</sup> See para. 9 for definitions of all Rental Types.

For Pool-Related Events:

Estimated # of Non-Members Attending Pool: \_\_\_\_\_

Estimated # of Lifeguards: \_\_\_\_\_ (as required by Lifeguard Policy)

**4. Rental Purpose (check which one applies):<sup>2</sup>**

- Social Gathering Rental (Resident/Member)
- Social Gathering Rental (Non-Member)
- Fundraising Rental (Resident/Member/Non-Member)
- Business Rental (Resident/Member/Non-Member)
- Pre-Approved Fundraising Event (Club Committee Pre-Approved)
- NFC Club Committee Member Organization Event

Description of Event:<sup>3</sup> \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**5. Security Deposit (circle the one applicable):<sup>4</sup>**

- \$300.00 Clubhouse & Pool Deck Rentals
- \$300.00 Private Pool Parties
- \$300.00 Non-Exclusive Pool Parties
- \$300.00 Small / Medium / Large Park Rental
- \$300.00 Extra Large Park Rental

**6. Rental Calculation:<sup>5</sup>**

Base Rental Amount: \$ \_\_\_\_\_  
Lifeguard Fees: \$ \_\_\_\_\_  
Other Fees: \$ \_\_\_\_\_  
Total Rental: \$ \_\_\_\_\_

<sup>2</sup> See para. 10 for the definition of the different Rental Purposes.

<sup>3</sup> Any business or fundraising events (whether hosted by a member, resident, or non-resident) should seek prior approval from the Club Manager before reserving the facility to ensure that the function meets the approved guidelines. Please provide a written narrative outlining the principle objective of the event and full transparency of all publicized marketing materials, as the pricing guidelines (see Appendix 1) reflect different pricing depending on the type of event hosted within the facilities.

<sup>4</sup> See para. 7 for guidelines regarding the Security Deposit.

<sup>5</sup> See NFC Rental Rates & Fees in Appendix 1.

**7. Payment of Rental Fee & Security Deposit / Cancellation Policy:**

- The full security deposit is required for a confirmed rental. Security deposit refundable within fourteen (14) following the event absent any damages or excessive cleaning needed.
- Full payment of rental and lifeguard fees are due in full at least 48 hours PRIOR to rental.
- Cancellation Policy: In the event of a cancellation, absent a rebooking of greater than or equal value as the rental amount that is subject of this Agreement, rental fees will be refunded based on the following schedule:
  - 100% > 30 days before rental
  - 75% 14 – 29 days before rental
  - 50% 7 – 13 days before rental
  - 0% < 7 days of rental

**8. Grant of Use Privileges:**

NFCA hereby grants to Renter the privilege of use of the specified NFC facilities and/or park facilities for a single event. Clubhouse and pool events have a maximum **occupancy limit of 100 persons per rental**. Club management may place additional limits on the size of any event based on other scheduled activities at the NFC facilities. **Authorized use of pool deck area does NOT include authority for use of swimming pool. The Renter assumes ALL responsibility and liability for any and all unauthorized access to the pool.** NFC's grant of use under this agreement is limited to areas as assigned by rental location and fees. Lifeguard fees are an additional cost.

**9. Rental Types:**

- a. **Park Rental** – a non-exclusive rental of the park grounds. A Park Rental does not include rental of the yard directly in front of the Clubhouse. With the exception of the bathrooms located in the Clubhouse, a Park Rental (on its own) also does not include access to the Clubhouse facilities, equipment, refrigerator, freezer, ice machine, or furniture (e.g., couches, tables, chairs) (the “Club Furniture”). However, a renter can combine a Park Rental with a Clubhouse rental. See Appendix 1 for pricing details.
- b. **Clubhouse Rental** – a private and exclusive rental of the Clubhouse and wrap around porch. A Clubhouse Rental includes private and exclusive rental of the yard directly in front of the Clubhouse, as well as access to Clubhouse facilities, equipment (audio/visual equipment, televisions), refrigerator and freezer (in the storage room), ice machine, and Club Furniture (e.g., couches, tables, chairs). However, a renter can combine a Clubhouse rental with a Pool Deck Rental when the pool is closed to residents/members. See Appendix 1 for pricing details. Occupancy for the Clubhouse is limited to 100 people.
- c. **Clubhouse and Pool Deck Rental** – a private and exclusive rental of the Clubhouse, wrap around porch, and the pool deck surrounding the pool (including the wooden deck and pool chairs/tables). A Clubhouse Rental and Pool Deck Rental includes private and exclusive rental of the yard directly in front of the Clubhouse, as well as access to Clubhouse facilities, equipment (audio/visual equipment, televisions), refrigerator and freezer (in the storage room), ice machine, and Club Furniture (e.g., couches, tables, chairs). Given the exclusive rental use of the

pool deck surrounding the pool included with this rental, the Clubhouse and Pool Deck Rental combo can only take place when the pool is **closed** to residents/members and is subject to the Lifeguard Policy found in paragraph 12 of this Agreement. *See also* Appendix 1 for pricing details.

- d. **Private Gazebo Rental** – a private and exclusive rental of the gazebo within the pool area when the pool is open to residents/members. A Private Gazebo Rental must be rented by a resident/member, and such rental is limited to thirty (30) attendees. With the exception of the bathrooms located in the Clubhouse, a Private Gazebo Rental (on its own) does not include access to the Clubhouse facilities, equipment, refrigerator, freezer, ice machine, or Club Furniture. However, a renter can combine a Private Gazebo Rental with a Clubhouse rental for an additional price. *See* Appendix 1 for pricing details. Private Gazebo Rental is also subject to the Lifeguard Policy found in paragraph 12 of this Agreement.
- e. **Private Pool Party** – a pool party with exclusive use of the pool during times when the pool is closed to the residents/members. With the exception of the bathrooms located in the Clubhouse, a Private Pool Party (on its own) does not include access to the Clubhouse facilities, equipment, refrigerator, freezer, ice machine, or Club Furniture. However, a renter can combine a Private Pool Party with a Clubhouse and/or Pool Deck rental. *See* Appendix 1 for pricing details. Private Pool Party is also subject to the Lifeguard Policy found in paragraph 12 of this Agreement.
- f. **Non-Exclusive Pool Party Area Reservation** – a pool party with non-exclusive use of the pool when the pool is open to the residents/members. A Non-Exclusive Pool Party Area Reservation includes exclusive and priority use of the entire wooden deck during the length of the party to the exclusion of any residents/members who intend to use the wooden deck for general seating. With the exception of the bathrooms located in the Clubhouse, a Non-Exclusive Pool Party Area Reservation (on its own) does not include access to the Clubhouse facilities, equipment, refrigerator, freezer, ice machine, or Club Furniture. However, a renter can combine a Non-Exclusive Pool Party Area Reservation with a Clubhouse rental. *See* Appendix 1 for pricing details. Non-Exclusive Pool Party Area Reservation is also subject to the Lifeguard Policy found in paragraph 12 of this Agreement.
- g. **Non-Exclusive Pool Party General Seating** - a pool party with non-exclusive use of the pool when the pool is open to the residents/members. A Non-Exclusive Pool Party General Seating has no priority right or exclusive use of the wooden deck or gazebo. This means that a Non-Exclusive Pool Party General Seating must defer any use of the wooden deck to a Non-Exclusive Pool Party Reservation. With the exception of the bathrooms located in the Clubhouse, a Non-Exclusive Pool Party General Seating (on its own) does not include access to the Clubhouse facilities, equipment, refrigerator, freezer, ice machine, or Club Furniture. However, a renter can combine a Non-Exclusive Pool Party General Seating with a Clubhouse rental. *See* Appendix 1 for pricing details. Non-Exclusive Pool Party General Seating is also subject to the Lifeguard Policy found in paragraph 12 of this Agreement.

## 10. Rental Purposes:

- a. **Pre-Approved Fundraising Event** – Each year, the Club Committee will provide one (1) free all day rental to the neighborhood’s three (3) zoned public schools: Meadow Wood Elementary, Spring Forest Middle School, and Stratford High School (“Pre-Approved School Events”). Additionally, the Club Committee will provide one (1) free all day rental to one (1) non-school

fundraising event to be solely determined within the discretion of the Club Committee (“Pre-Approved Non-School Event”) Pre-Approved School Events and Pre-Approved Non-School Event are collectively referred to herein as “**Pre-Approved Fundraising Event.**” The hosts of a Pre-Approved Fundraising Event must still complete this Agreement and provide a refundable Security Deposit as described in paragraph 5 above.

- b. NFC Club Committee or Member Organization Event** – events organized by the NFC Club Committee or its Member Organizations. **Member Organization** includes the following: Nottingham Forest Mom’s Club, Nottingham Forest Women’s Club, Nottingham Forest Swim Team, Nottingham Forest Tennis Club, Nottingham Forest Dad’s Club, and Ashford Forest Board Member Meeting.
- c. Social Gathering Rental** – rentals for social purposes, including but not limited to, birthday parties, club meetings, graduation parties, back to school parties, holiday events, weddings, showers, football games, etc. For the avoidance of doubt, a Social Gathering Rental does not include an entrance fee, does not sell goods or services and does not include fundraising. Please see below for Fundraising Rental and Business Rental should you desire to include an entrance fee, goods or services for sale, and/or fundraising.
- d. Fundraising Rental** – rentals that are fundraisers (other than the Pre-Approved Fundraising Events or the NFC or Member Organization Events) for a 501(3)(c) charity. Such Fundraising Rentals must be pre-approved by the Club Manager and shall pay the Fundraising Rental rate found in Appendix 1. The Fundraising Rental rate applies to all residents, members, and non-members equally.
- e. Business Rental** – rentals that involve an entrance fee (other than the Pre-Approved Fundraising Events), or where goods or services will be offered for sale (other than the Pre-Approved Fundraising Events or the NFC or Member Organization Event). Such Business Rentals must be pre-approved by the Club Manager and shall pay the Business Rental rate found in Appendix 1. The Business Rental rate applies to all residents, members, and non-members equally.

#### **11. Swimming Pool Use:**

**Renter acknowledges that the swimming pool at NFC is not to be utilized under any circumstances unless specific permission has been previously granted by NFC and the swimming pool is rented or otherwise open to the public during the rental period.** The swimming pool may only be used if lifeguards are present in accordance with the Lifeguard Policy set forth below. Renter agrees that use of the swimming pool is subject to strict compliance with NFC pool rules, direction of lifeguards, and Pool Management Company policies. Failure to abide by these rules will result in cancellation of pool usage rights, without refund.

#### **12. Lifeguard Policy:**

**A Lifeguard is required for all parties that have approved access to the pool or pool deck. The cost for each required additional lifeguard is \$25 per each hour of the rental.** Lifeguards for rental events must be scheduled at least two weeks in advance. Please note that **Pool Attendees** include both swimmers and non-swimmers. If a rental attendee is in the pool area, he/she counts toward the guard-to-swimmer ratio. The following rates for lifeguards apply to the different categories of pool parties:

- a. **Private Pool Party** – During a Private Pool Party (which only occurs when the pool is closed to residents/non-residents), the lifeguard ratio is 2 guards for the first 40 Pool Attendees (regardless if resident, member, or non-member), and then 1 additional guard per additional 20 Pool Attendees (regardless if resident, member, or non-member). See Appendix 4.
- b. **Clubhouse and Pool Deck Party** – During a Clubhouse and Pool Deck Party, the lifeguard ratio is 2 guards for the first 40 Pool Attendees (regardless if resident, member, or non-member), and then 1 additional guard per additional 20 Pool Attendees (regardless if resident, member, or non-member). See Appendix 4.
- c. **Non-Exclusive Pool Party Reservation** – A Non-Exclusive Pool Party Reservation with more than 20 non-member Pool Attendees must pay for additional lifeguards at 2 guards for every 20 non-member Pool Party Attendees. See Appendix 4. A Non-Exclusive Pool Reservation must include the initial estimated number of non-member Pool Attendees in section 3 of this Agreement.
- d. **Non-Exclusive Pool Party General Seating** – A Non-Exclusive Pool Party General Seating with more than 20 non-member Pool Attendees must pay for additional lifeguards at 2 guards for every 20 non-member Pool Party Attendees. See Appendix 4. A Non-Exclusive Pool Party Reservation must include the initial estimated number of non-member Pool Attendee in section 3 of this Agreement.
- e. **Private Gazebo Rental** – A Private Gazebo Rental with more than 20 non-member Pool Attendees must pay for additional lifeguards at 2 guards for every 20 non-member Pool Party Attendees. See Appendix 4. A Private Gazebo Rental must include the initial estimated number of non-member Pool Attendee in section 3 of this Agreement.

NFC will determine final number of lifeguards and the 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. Renter required to provide finalized list (including names) of expected non-member and member Pool Attendees by no later than two weeks prior to the event so that additional lifeguards (if required) may be arranged for the event. All Pool Attendees will need to sign in upon arrival and **all resident or member Pool Attendees will need to bring their pool tag** in order to count as a “resident” or “member” for purposes of avoiding additional lifeguard fees.

### **13. Condition of Premise Upon Surrender:**

Renter agrees to surrender the premises at the end of the rental term in the same condition as when Renter took possession and expressly agrees to pay NFCA for any and all damage which may occur during lease term in excess of reasonable use and wear and tear. The attached Pre-Rental Checklist is to be completed by Renter and NFC Management prior to the event. The attached Post-Rental Checklist shall be completed by Renter at the conclusion of the rental event, and must be submitted to the NFC Management for purposes of determining the condition of the facility at the completion of the rental. It is the Renter’s responsibility to ensure that the NFC Management has received the Post-Rental Checklist or Renter’s deposit may be forfeited. This checklist will be used to determine the disposition of the Security Deposit.

**Following any rental, all trash must be taken from the clubhouse, park, pool or rental areas and placed inside the metal dumpster located in the wooden enclosure on the southern end of the bayou side of the parking lot. After placing trash inside the dumpsters, Renter shall close the dumpster lid and secure the gates to the**

**wooden dumpster enclosure. ALL TRASH CANS IN THE PARK AND POOL AREA MUST BE EMPTIED AFTER A RENTAL.** If any trash is found on the outside of the dumpster within in the wooden enclosure or in the parking lot or pool area, the Renter will forfeit the security deposit.

Absolutely no pins, tacks, nails, tape or other materials that may damage the paint, walls or columns may be used on any surface. Only paint-safe products may be used on painted surfaces for decoration purposes. Any violation of this policy will result in additional fees being charged, or NFC withholding some or all of the security deposit.

**See the attached Additional Fee Schedule for additional details on charges associated with cleaning or damages.**

**14. Disruptive Behavior:**

Disruptive or inappropriate behavior, abuse of the NFC facilities or the NFC members, or any other action by or on behalf of the Renter or any attendees or guests at the function sponsored by the Renter and deemed by NFC, NFCA, NFC Office Manager, NFCA Club Committee, or NFCA 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 the Renter.

**15. Other Terms and Acknowledgements:**

- a) Renter acknowledges that he/she has advised NFC Management at the time of execution of this agreement of the anticipated number of attendees/guests, 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 NFC Manager prior to execution of this Agreement on behalf of NFC.
- b) **NFC Grounds and Facilities:** NFC grounds are not fully fenced and not continuously supervised by NFC personnel. The Renter acknowledges that the NFC grounds include a swimming pool, playgrounds, and heavily wooded areas with small streams, and that inherent risks exist to any and all children invited by the Renter and/or the Renter's guests. Renter acknowledges that due to the nature, size and topography and location of NFC facilities, the continuous and vigilant supervision of any and all children invited by the Renter and/or the Renter's guests by the Renter and the Renter's guests and attendees is required and agreed upon by the Renter.
- c) **Non-Smoking:** No Smoking is permitted within any portion of NFC clubhouse facility, including the restrooms or outdoor areas. **The Renter assumes ALL responsibility and liability for any and all damages to the NFC grounds and/or its facilities due to the unauthorized smoking by the Renter and/or the Renter's guests. Any damage to the NFC grounds and/or its facilities due to the unauthorized smoking by the Renter and/or the Renter's guests will be assessed the full damage deposit plus any additional costs for repairs.**
- d) **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 the premises to be used for any unlawful purpose. No motorized vehicle shall be allowed off paved parking areas. This applies, without limitation, to the Renter, any and/or all guests, attendees, caterers, and deliveries. Renter

and guests, attendees, caterers etc will adhere to the 30 mph speed limits within the neighborhood: recognizing that children and adults also use the streets.

- e) **Air Conditioning/Heat:** The Renter agrees that all air conditioning and heating functions are to be set automatically by NFC. Renters cannot tamper with temperature controls as this incurs additional costs to the operation of NFC.
- f) **Alcohol:** In the event NFC premises are used for a private function where alcohol is to be served or consumed, NFC management reserves the right to require the Renter to make arrangements to require at least one police officer to be present for the duration of the event, and that alcohol is not to be served until such officers are on the NFC premises. Renter acknowledges that the serving and consumption of alcohol on the premises and any and all consequences arising thereof, are the sole responsibility of Renter, and not NFCA. Renter may not sell any alcohol on the NFC premises. Cash bars are permissible, but only if operated by a licensed bartender approved in writing by NFC management in advance of the event. In no case shall Renter serve alcoholic beverages to individuals less than 21 years of age or to individuals that are intoxicated. Failure to comply with these rules may result in immediate termination of Renter's ongoing event and forfeit of Renter's deposit. **RENTER AGREES TO INDEMNIFY, DEFEND AND HOLD NFCA, 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.**
- g) **Youth Events:** In the event the premises or facilities are used for a function for youth (younger than 21 years of age), the Renter agrees that he/she will personally:
- be present on premises and supervise guests and attendees for duration of the event,
  - for ages 13-21 - provide police officers to be present for duration of event. The number of police officers (typically one or two) shall be determined by NFC management depending on number of attendees at event, and the nature of the event.
  - ensure that no alcoholic beverages are served to or consumed by minors,
  - 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 NFC Manager, Board representative, or designee, to terminate the function at his/her discretion at any time and bar future rentals.
- h) **Furniture & Equipment:** All Club Furniture and equipment used by the Renter must be returned to original area at the conclusion of the rental or as designated by NFC management (tables and chairs to be stored in designated areas). If Club Furniture was used outdoors, it must be returned inside the Clubhouse at the conclusion of the rental.
- i) To receive resident or membership rental rates, non-resident members must have paid their annual membership dues and resident members must be current on their HOA dues. Otherwise, rentals will be charged at non-member rates. Additionally, to qualify for resident or membership rates, the member must be involved with the rental activity.



- j) Following evening rentals, NFC doors shall be locked no later than 1:00 am, at which time all cleaning must have been completed. All guests of the Renter and all of their possessions must vacate the NFC facilities by this time unless this deadline was extended by the Club Manager in writing prior to the event. Failure to meet this deadline will result in automatic forfeiture of security deposit or an additional rental fee for a further day the following morning (whichever is greater). Renter assumes all liability for damages caused by leaving the NFC unsecured upon departure.
- k) All lifeguards to be used for any rental shall be arranged through NFC in advance of function. No private lifeguards may be utilized.
- l) It is understood that articles lost on premises are not the responsibility of NFC.
- m) If a band, DJ, or other music / sound system is used for a rental, the volume must be reduced by 10:00 pm in respect to NFC's neighbors, and in compliance with all city noise ordinances.

**16. General Release and Arbitration Agreement:**

Please read and understand this document before signing. If you have questions, please consult with your attorney.

**BY SIGNING BELOW, RENTER ACKNOWLEDGES THAT PARTICIPATING IN ACTIVITIES AT NOTTINGHAM FOREST CLUB ("NFC") INVOLVES INHERENT DANGERS INCLUDING THOSE ASSOCIATED WITH SWIMMING, SPORTS, RECREATIONAL ACTIVITIES AND OUTDOOR ACTIVITIES. MEMBER INDIVIDUALLY, AND ON BEHALF OF MEMBER'S GUESTS AND INVITEES, AND MEMBER'S HEIRS, FAMILY MEMBERS, LEGAL REPRESENTATIVES AND ASSIGNS (COLLECTIVELY, "MEMBER PARTIES") HEREBY VOLUNTARILY AND KNOWINGLY ASSUMES ALL RISKS OF PARTICIPATING IN SUCH ACTIVITIES AT NFC, AND RELEASES NOTTINGHAM FOREST CLUB, ITS OWNER NOTTINGHAM FOREST CIVIC ASSOCIATION, INC., AND THEIR RESPECTIVE OWNERS, MEMBERS, INSTRUCTORS, OFFICERS, EMPLOYEES, VENDORS, AGENTS, ATTORNEYS, BOARD MEMBERS, AND POOL MANAGEMENT COMPANY (COLLECTIVELY, "NFC PARTIES"), AGAINST ANY SUITS, CAUSES OF ACTION, LIABILITIES, LOSSES, DAMAGES, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO, ATTORNEY'S FEES) FOR BODILY INJURY, DEATH, PROPERTY LOSS, OR ANY OTHER DAMAGES (COLLECTIVELY "LOSSES") INCURRED BY MEMBER PARTIES ARISING OUT OF OR IN CONNECTION WITH MEMBER PARTIES' ENTRY INTO, PRESENCE AT, OR PARTICIPATION IN ANY ACTIVITY AT NFC. MEMBER FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY, DEFEND AND HOLD HARMLESS NFC PARTIES AGAINST ANY LOSSES ARISING FROM OR IN CONNECTION WITH THE USE OF ANY FACILITIES OR SERVICES AT NFC REGARDLESS OF ANY NEGLIGENCE, GROSS NEGLIGENCE, OR STRICT LIABILITY OF NFC PARTIES OR ANY OTHER PERSON OR ENTITY. MEMBER FURTHER AGREES THAT ANY DISPUTE ARISING UNDER THIS CONTRACT OR IN CONNECTION WITH THE USE OF NFC FACILITIES SHALL BE SUBMITTED TO BINDING ARBITRATION PURSUANT TO THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION WITH ARBITRATION TO OCCUR IN HARRIS COUNTY, TEXAS.**

**17. Modifications, Renter Warranties:**

This agreement may only be modified, altered, or amended in writing and executed by both the Renter and a member of NFCA's Board of Directors. 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.

**Payment Options:** Please make checks payable to **Nottingham Forest Civic Association**, or provide the following credit card authorization:

Credit Card Type: \_\_\_\_\_ Credit Card #: \_\_\_\_\_

Name as it appears on Card: \_\_\_\_\_

Expiration Date: \_\_\_\_\_ CVV#: \_\_\_\_\_

I authorize Nottingham Forest Civic Association to charge my credit card in the amount of \$ \_\_\_\_\_ for the Rental and \$ \_\_\_\_\_ for the Security Deposit.

Signature: \_\_\_\_\_

**Renter:** **Nottingham Forest Civic Association, Inc.**

\_\_\_\_\_  
Signature Signature

\_\_\_\_\_  
Date Date

Appendix 1

**NFC Rental Rates & Fees**

**Rental Rates Do Not Include Mandatory Lifeguard Costs  
See Additional Fee Schedule & Lifeguard Policy For Details  
All Rental Rates Include Guest Fees**

(Rates subject to change at any time)

**Clubhouse Only**

	Max # Hours	Resident / Member	Non-Member	Fundraising Rental	Business Rental	Extra Hours <sup>6</sup>
Monday – Thursday	3.0	\$25	\$150	\$150	\$200	\$15
Friday – Saturday & Holidays – Daytime Events (Clubhouse must be clean/vacated by 2:00 pm)	5.0	\$100	\$300	\$300	\$400	N/A
Friday – Saturday & Holidays – Evening Events (Events starting at or after 4:00	5.0	\$300	\$900	\$900	\$1,500	N/A

<sup>6</sup> Renter must seek approval from the NFC Manager at the time the Agreement is executed for any extra hours.

pm)						
Friday – Saturday & Holidays - Full Day	N/A	\$400	\$1,200	\$1,200	\$2,000	N/A
Sunday – Full Day (beginning at 11am)	N/A	\$150	\$500	\$500	\$1,000	N/A
Weekend 2-Day Rentals - Full Days	N/A	\$600	\$2,000	\$2,000	\$3,500	N/A

**Clubhouse & Private Pool Deck**

(ADDITIONAL LIFEGUARD FEES APPLY)	Max # Hours	Resident / Member	Non-Member	Fundraising Rental	Business Rental	Extra Hours <sup>7</sup>
Monday – Thursday	3.0	\$100	\$300	\$300	\$400	\$25
Friday – Sunday & Holidays – Full Day	N/A	\$500	\$1,500	\$1,500	\$2,500	N/A
Weekend 2-Day Rentals - Full Day	N/A	\$900	\$2,500	\$2,500	\$4,000	N/A

**Private Pool Party**

(ADDITIONAL LIFEGUARD FEES APPLY)	Max # Hours	Resident / Member	Non-Member	Fundraising Rental	Business Rental	Extra Hours
Monday – Thursday (Daytime) (Events ending prior to 5:00 pm)	N/A	\$100 / hour	\$250 / hour	\$250 / hour	\$300/hour	N/A
Monday – Thursday (Evenings) (Events starting after 5:00 pm)	N/A	\$150 / hour	\$300 / hour	\$300 / hour	\$350/hour	N/A
Friday – Sunday & Holidays	N/A	\$250 / hour	\$500 / hour	\$500 / hour	\$600/hour	N/A

**Non-Exclusive Pool Party Reservation<sup>8</sup>**

(ADDITIONAL LIFEGUARD FEES MAY APPLY) <sup>9</sup>	Max # Hours	Resident / Member	Non-Member	Fundraising Rental	Extra Hours
Monday – Thursday (Daytime) (Events ending prior to 5:00 pm)	3.0	\$50	\$400	\$400	\$25
Monday – Thursday (Evenings) (Events starting after 5:00 pm)	3.0	\$100	\$600	\$600	\$35
Friday – Sunday & Holidays	3.0	\$150	\$900	\$900	\$100

<sup>7</sup> Renter must seek approval from the NFC Manager at the time the Agreement is executed for any extra hours.

<sup>8</sup> Parties larger than 50 attendees (including parents, children, siblings) are subject to NFC management approval; \$25 for each additional 10 guests– including for residents/members.

<sup>9</sup> See para. 11 above to determine whether additional lifeguard fees may apply.

**Non-Exclusive Pool Party General Seating<sup>10</sup>**

<i>(ADDITIONAL LIFEGUARD FEES MAY APPLY)<sup>11</sup></i>	Max # Hours	Resident / Member <sup>12</sup>	Non-Member	Fundraising Rental	Business Rental	Extra Hours
Monday – Thursday (Daytime) (Events ending prior to 5:00 pm)	3.0	\$0	\$300	\$300	N/A	\$25
Monday – Thursday (Evenings) (Events starting after 5:00 pm)	3.0	\$0	\$500	\$500	N/A	\$35
Friday – Sunday & Holidays	3.0	\$0	\$800	\$800	N/A	\$100

**Non-Exclusive Park Rental**

	Max # Hours	Resident / Member <sup>13</sup>	Non-Member	Fundraising Rental <sup>14</sup>	Business Rental	Extra Hours
Small Groups (< 30 people)	3.0	\$0	\$100	\$0	\$100	\$10
Medium Groups (30-50 people)	3.0	\$0	\$200	\$0	\$200	\$20
Large Groups (51 - 100 people)	3.0	\$0	\$500	\$0	\$500	\$30
Extra Large Groups (> 100 people)	3.0	\$0	\$750	\$0	\$750	\$40

**Private Gazebo Rental**

	Max # Hours	Resident / Member	Non-Member	Fundraising Rental	Business Rental	Extra Hours
Monday – Thursday (Daytime) (Events ending prior to 5:00 pm)	3.0	\$25	N/A	N/A	N/A	\$10
Monday – Thursday (Evenings) (Events starting after 5:00 pm)	3.0	\$50	N/A	N/A	N/A	\$10
Friday – Sunday & Holidays	3.0	\$75	N/A	N/A	N/A	\$25

<sup>10</sup> Parties larger than 50 attendees (including parents, children, siblings) are subject to NFC management approval; \$25 for each additional 10 guests – including for residents/members.

<sup>11</sup> See para. 11 above to determine whether additional lifeguard fees may apply.

<sup>12</sup> Refundable security deposit (as defined in paras. 6 & 7 above) still required.

<sup>13</sup> Refundable security deposit (as defined in paras. 6 & 7 above) still required.

<sup>14</sup> Refundable security deposit (as defined in paras. 6 & 7 above) still required.

**ADDITIONAL FEE SCHEDULE:**

<b>Cost</b>	<b>For</b>
\$0	<b>Normal cleaning included in rental rates.</b> All trash must be removed, spills cleaned, and floors swept. Tables and chairs must be returned and neatly stowed away in designated storage areas. Additional clean-up costs will be charged and/or deducted from deposit.
\$0	Use of club's rectangular tables (approximately 9) and plastic folding chairs (approximately 50) included with clubhouse rental. Rental prices for round tables and cloth chairs listed below.
\$50	Table & chair removal if not properly stowed away.
\$50	Trash / food removal / Refrigerator cleaning
\$50 / Hr	Excess cleaning (clubhouse, pool deck & park)
Pool Service Call + 10% (\$250 Minimum)	Removal of trash or debris from pool.
Cost to Repair + 10% (\$250 Minimum)	Repair to any damages to facility including, but not limited to: <ul style="list-style-type: none"> <li>• Damage to walls or paint</li> <li>• Damage to floor</li> <li>• Damage to glass</li> <li>• Damage to doors</li> <li>• Damage to furniture</li> <li>• Holes or damage caused by use of pins, tacks, nails, tape, etc.</li> <li>• Damage to landscaping</li> </ul>
Replacement Cost + 10% (\$500 Minimum)	Damage to TVs, audio equipment and other electronics.
\$0 – Member \$10.00 – Non- Member	Round Banquet Table Rental (Per Table) (max of 10)
\$0 - Member \$2.50 – Non- Member	Cloth Banquet Chair Rental (Per Chair) (max of 100 total)

**ADDITIONAL LIFEGUARD FEES:**

<b>Cost</b>	<b>For</b>
\$25 / Hr.	Per lifeguard, per hour – see lifeguard policy for details on required number of additional lifeguards.

Appendix 2

**PRE-RENTAL CHECKLIST**

*(To be completed by NFC Designee during facility tour; signed by renter)*

**Renter:** \_\_\_\_\_ **Primary Phone #:** \_\_\_\_\_

**Date of Rental:** \_\_\_\_\_ **Time of Rental:** \_\_\_\_\_

Day of the Week (check one) for event:

Monday  Tuesday  Wednesday  Thursday  Friday  Saturday  Sunday

NFC Furniture Needed for Rental:<sup>15</sup> \_\_\_\_\_

Location:

Clubhouse  Pool  Pool Deck/Gazebo  Park

If pool:

# Guards: \_\_\_\_\_ Time: \_\_\_\_\_ Lifeguard Verification: \_\_\_\_\_

Checklist – please review all areas below with renter prior to providing security access code for the event. Please check all areas that were completed. Leave blank if they were not completed.

- |   |  |
|---|--|
| <input type="checkbox"/> Provided with “Codes of Conduct”/Pool Rules            | <input type="checkbox"/> Pool areas                    |
| <input type="checkbox"/> Police on site for event (alcohol/teen event) – YES/NO | <input type="checkbox"/> Trash removed from:           |
| <input type="checkbox"/> Breaker panels   | <input type="checkbox"/> Main area                     |
| <input type="checkbox"/> Kitchen clean  | <input type="checkbox"/> Ladies Bathroom               |
| <input type="checkbox"/> Main area clean  | <input type="checkbox"/> Mens Bathroom                 |
| <input type="checkbox"/> Tables & chairs/Club Furniture put away                | <input type="checkbox"/> Kitchen                       |
| <input type="checkbox"/> TV and controls  | <input type="checkbox"/> Park                          |
| <input type="checkbox"/> Floors – no wax, spills, excess damage                 | <input type="checkbox"/> Bathrooms clean               |
| <input type="checkbox"/> Walls - No tape, pin holes, tacky tack, removed paint  | <input type="checkbox"/> Lights turned off – all areas |
| <input type="checkbox"/> Emergency exits reviewed                               | <input type="checkbox"/> Doors locked/Keys             |
| <input type="checkbox"/> Review what included in cleaning                       | <input type="checkbox"/> Provide damage costs          |

Office Manager/NFC Board

- |   |   |
|---|---|
| <input type="checkbox"/> Keys – Set # ____ /where to return | <input type="checkbox"/> List of guests provided (for fire emergency) |
| <input type="checkbox"/> Survey Provided (return w/ keys)   | <input type="checkbox"/> Security Deposit Collected                   |
| <input type="checkbox"/> Checklist for post rental provided | Amount: _____/check #: _____  |
| <input type="checkbox"/> Emergency Call numbers provided    | <input type="checkbox"/> Credit Card # on file                        |
| <input type="checkbox"/> Member rental                      | <input type="checkbox"/> Non-member rental                            |

Comments:

<sup>15</sup> Clubhouse Rental includes access to the furniture (e.g., couches, tables, chairs) (the “Club Furniture”). However, during the summer, unless otherwise needed during an event, the Club Furniture will be stored in the outdoor shed. If your event takes place between May – August, please list which items of Club Furniture you will need for your party, and the Club Manager will ensure that the listed Club Furniture is inside for the time of your event and in storage following your event at no extra charge.

\_\_\_\_\_  
Signature of Office Manager:

\_\_\_\_\_  
Signature of Renter:                      Date:

<b>Security Deposit Received:</b>	(date) _____	<b>Check &amp; CC#</b>	_____
<b>Rental Fees Received:</b>	(date) _____	<b>Check/CC#</b>	_____
<b>Lifeguarding Fees Received:</b>	(date) _____	<b>Check/CC#</b>	_____



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Appendix 3

**POST-RENTAL CHECKLIST**

(to be completed by NFC designee AND Renter)

Date of Rental/Booking: \_\_\_\_\_  
\_\_\_\_\_

Date of Cleaning/Completion of Checklist :

Day of the Week (check one):

Monday  Tuesday  Wednesday  Thursday  Friday  Saturday  Sunday

Location:

Clubhouse  Pool  Pool Deck/Gazebo  Park

Checklist – please check all that were completed. Leave blank if they were not completed.

- |   |   |
|---|---|
| <input type="checkbox"/> Receipt provided for police on site for event<br>(alcohol & some teen/youth parties) | <input type="checkbox"/> Trash removed from:<br>Main area |
| <input type="checkbox"/> Kitchen clean  | <input type="checkbox"/> Ladies Bathroom                  |
| <input type="checkbox"/> Main area clean  | <input type="checkbox"/> Mens Bathroom                    |
| <input type="checkbox"/> Tables put away  | <input type="checkbox"/> Kitchen                          |
| <input type="checkbox"/> Chairs/ Club Furniture put away  | <input type="checkbox"/> Park                             |
| <input type="checkbox"/> TV and controls  | <input type="checkbox"/> Pool                             |
| <input type="checkbox"/> Floors – no wax, spills, excess damage or debris                                     | <input type="checkbox"/> Bathrooms orderly                |
| <input type="checkbox"/> Walls - No tape, pin holes, ticky tack, removed paint                                | <input type="checkbox"/> Doors locked/Keys Returned       |
| <input type="checkbox"/> Lights turned off – all areas  | <input type="checkbox"/> Survey completed                 |

Comments:

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Office Manager/NFC Designee

- |   |  |
|---|--|
| <input type="checkbox"/> Keys returned (set #_____) | <input type="checkbox"/> Damage Deposit          |
| <input type="checkbox"/> Survey completed by renter | <input type="checkbox"/> Returned in full        |
| <input type="checkbox"/> Member rental              | <input type="checkbox"/> If deducted – state why |
| <input type="checkbox"/> Non-member rental          |  |

Comments:

Date completed: \_\_\_\_\_ by: \_\_\_\_\_

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Appendix 4

**Pool Party Agreement**

**Renter:** \_\_\_\_\_ **Primary Phone #:** \_\_\_\_\_  
**Date of Rental:** \_\_\_\_\_ **Time of Rental:** \_\_\_\_\_  
**Start Time:** \_\_\_\_\_ **End Time:** \_\_\_\_\_  
**Party Size:** \_\_\_\_\_  
**(# of guests attending)**

The pool shall be reserved during the stated time and date for the use of the person named above and his/her guests. A "Guest" is defined as any person associated with the pool party within the confines (gated area) of the pool facility. All those using the pool facilities, during the time covered by this agreement, shall abide by all pool rules.

1. The cost of the Lifeguard(s) is \$25.00 per hour, per Lifeguard.
2. All party preparations and clean-up must be done within the reserved hours.
3. Renter must remove all trash from the premises at the conclusion of the party.
4. In the case of inclement weather or pool system malfunction, the Lifeguards may cancel the party and the remaining Lifeguard fees will be refunded.
5. No glass containers of any kind may be used at the pool.
6. Lifeguards have the right to expel any guest and/or cancel the party immediately in the event of unruly, uncooperative, or dangerous behavior among the participants, and if actual number of guests is sufficiently larger than planned number of guests. Lifeguard fees will not be refunded if the party is canceled due to these causes.
7. NFCA reserves the right to void this agreement and return the Lifeguard fee in full in the event of pool equipment including in pool lights and deck lights malfunction, facility, or staffing failure.
8. NFCA reserves the right to lower or raise the Lifeguard to guest ratio for any reason prior to approving the pool party reservation.
9. A party scheduled during normal pool operation hours will not be private. The pool will still be open to the members to use. Parties shall be staffed to maintain a guard to guest ratio of 1 to 20. Below are the correct ratios for Lifeguard to guest for a non-exclusive pool party:  
0 – 20 Non-Member Guests = Included  
21 – 40 Non-Member Guests = 2 Additional Lifeguards  
41 – 60 Non- Member Guests = 3 Additional Lifeguards  
61 – 80 Non- Member Guests = 4 Additional Lifeguards
10. **If the actual number of Non-Member guests exceeds the planned number of Non-Member guests additional Lifeguard(s) will be called in to work the party. The renter will be subject to paid additional Lifeguard fees at 1.5 times the regular rate.**

11. Pool parties scheduled outside of normal pool operation hours must have a minimum of two (2) Lifeguards on duty at all times. Parties must end by 11:00pm. Below are the correct ratios for Lifeguard to guest for a Private Party:

1 – 40 Guests (Member or Non-Member) = 2 Lifeguards

41 – 60 Guests (Member or Non-Member) = 3 Lifeguards

61 – 80 Guests (Member or Non-Member) = 4 Lifeguards

I have read and understand the above agreement and shall abide by all rules.

Renter (signature) \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_

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***To be completed by NFC***

Number of Lifeguards \_\_\_\_\_ Payment Method \_\_\_\_\_

Total Cost of Party \_\_\_\_\_ Date Payment Received \_\_\_\_\_