

Town of Mountainair Rental Facility Contract

Date of Event: September 8, 2018

Day of Event: Saturday

Name of Renter: John Doe

Event: Wedding of John Doe

Rental Facility: Dr. Saul Community Center

3

Total Amount Due: \$ 100.00 Deposit + \$ 200.00 Rental Fee = \$ **300.00**

Rental Fee Amounts

Building:	Deposit:	Rental Amount:	Amount of Time:
Dr. Saul Center	\$ 100.00	\$ 200.00	Thursday Afternoon - Sunday
Dr. Saul Center - Hourly	\$ 100.00	\$ 10.00	Hourly
Dr. Saul Center - Daily	\$ 100.00	\$ 75.00	Daily
Multi-Purpose Building	\$ 100.00	\$ 40.00	Daily
Town Council Chambers	\$ -	\$ 25.00	Daily
J.P. Helms Rodeo Arena	\$ -	\$ 50.00	Daily

This Facility Rental Agreement is made and entered into on the date listed above by and between the Town of Mountainair and John Doe (Client).

WHEREAS, the Town of Mountainair offers the facility of Dr. Saul Community Center for special events; and
WHEREAS, the terms and conditions set forth in this Agreement explain the responsibilities of, and constitute the agreement between, Town of Mountainair and the Client.

NOW, THEREFORE, for and in consideration of the premises and the mutual promises of the parties hereto, it is hereby agreed as follows:

ARTICLE I: AGREEMENT AND PAYMENT

1.1 Agreement and Payment. To reserve the requested facility listed above for an event, Client shall pay the Town of Mountainair a facility use deposit of \$100.00 upon execution of this Agreement. In addition, there will be a facility rental charge of \$200.00 due at time of pick-up of facility keys.

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1.2 Pick-up of Facility Keys. You are allowed to pick-up keys during open hours of Town Hall up to the day prior to access to the building. For example, if you rent the Dr. Saul Center for a weekend event, you are allowed to pick-up keys on Wednesday. However, you are not allowed into the building until Thursday afternoon. If you are found to be in the rental facility before you are allowed, you may be charged an additional non-refundable rental fee.

1.3 Insufficient Funds. The Town of Mountainair will charge a \$35.00 fee for checks returned with insufficient funds.

ARTICLE II: ADDITIONAL COSTS

2.1 Janitorial. You are required to clean the facility including throwing trash, sweeping, mopping and removal of decorations. This includes the outside perimeter of the facility, including all trash from your event that may have went into surrounding properties.

2.2 Equipment. Dr. Saul Community Center includes 12 tables and 96 chairs. Please make arrangements if you require additional tables and chairs. The Town does not provide audio, video or visual devices such as speakers, microphones, lighting, etc.

2.3 Damage. If damage occurs during the Event, all charges associated with repairing the damage will be billed to the Client. Partial refunds of the damage deposit may be made after all repair work has been completed provided charges do not exceed the deposit amount. Charges exceeding the damage deposit will be billed to the Client. A minimum charge of \$100.00 will be levied in all cases of damage.

ARTICLE III: CANCELLATION

3.1 Cancellation. In the event of a cancellation by the Client of the Event, the Town of Mountainair will refund deposits as follows:

Cancellation 4 or more days before the Event: 100%

Cancellation 3 or less days before the Event: 80%

The Town of Mountainair will refund 100% of the Damage Deposit, Rental Fee & Alcohol Fee for all events cancelled by the Town of Mountainair. Cancellation by the Town of Mountainair will be an extremely rare occurrence and will only occur in circumstances that are beyond our control.

ARTICLE IV: INDEMNITY

4.1 Indemnity. Client hereby waives, releases, and agrees to indemnify, defend, and hold harmless the Town of Mountainair, its governing body, officers, volunteers and employees from any and all liability, for damage to or loss of property or for bodily or personal injury (including death) of Client or of any Client Party, except liability for bodily or personal injury caused by the gross negligence or willful misconduct of the Town of Mountainair.

ARTICLE V: CONDUCT DURING EVENT

5.1 Compliance. The Client agrees to comply with all policies, practices, rules, and regulations of the Town of Mountainair.

5.2 Facility Condition and Responsibility for Damages. Client hereby assumes full responsibility for the acts

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and conduct of all persons admitted to the Event by the consent of the Client or by or with consent of any person acting on behalf of the Client, which persons include all patrons and guests. In the event any portion of the facility, or any portion of the building or grounds is damaged by the act or omission of the Client or by Client's agent, employees, patrons, customers guests, invitees, licensees, vendors, or any other persons admitted to the Dr. Saul Community Center by the Client, the Client shall pay the Town of Mountainair upon demand such sum as shall be necessary to restore the damaged property to the condition that existed prior to the occurrence of the damage. The amount of such damage shall be considered rent hereunder. Client assumes full responsibility for Client's independent contractors. Damages include permanent changes or markings to property such as spray paint.

5.3 Restricted Areas. To ensure the safety and security of the Town of Mountainair and its contents as well as minimize liability to the Client, all non-rented areas are off-limits to the Client, Client's guests, and Client's independent contractor(s). The upstairs of the Dr. Saul Community Center is considered to be off-limits. The Client is able to use the upstairs of the Dr. Saul Community Center only to decorate or take photographs of the event. There is a strict limit of only 2 adult guests over the age of 18 allowed at any one-time. The Client is responsible in making sure this strict limit is followed.

5.4 Operations. Client, Client's guests, and Client's independent contractor(s) must comply with any requests made of them by the Town of Mountainair's personnel that is assigned to the event, or security personnel.

5.5 Event Conclusion. Client is responsible for ensuring that all events must conclude no later than midnight on the night of the event. Client is responsible for making sure the facility is locked and no one is left in the facility. If your event is to last past midnight, you must first get approval by Mountainair Town Council.

5.6 Electrical Cords. All electrical cords and equipment cables used must be installed so as not to present a hazard for guests and adhere to safety guidelines. Electrical cords and cables may not be used in prominent walkways. Electrical cords and cables in non-prominent walkways must be taped with bright colored tape. They must be visible to ensure the safety of all personnel and guests. The Town of Mountainair does not supply electrical cords to Clients. You must not overload electrical outlets, surge protectors, etc. Use proper electrical equipment at all times.

5.7 Prohibited Activities & Items. The following activities and items are strictly prohibited:

- 5.7.1 Cigarette and cigar smoking anywhere inside any Town of Mountainair rental buildings.
- 5.7.2 Open flames of any kind, including candles.
- 5.7.3 Possession of weapons of any kind including but not limited to guns, knives, etc.
- 5.7.4 Use of nails, paint or other items for decorations that may cause damage to the building.
- 5.7.5 Use of any type of drugs or illegal substances.

ARTICLE VI: ENTERTAINMENT

6.1 Music. All music levels must conform to standard county and residential codes. Any outdoor music must end at 11:00 p.m. Indoor music must be contained indoors.

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ARTICLE VII: INDEPENDENT CONTRACTORS

7.1 Vendor Load-In and Load-Out. Arrangements regarding access to rental facilities for deliveries, set-up, and removal of equipment is the full responsibility of the Client. It is the Client's sole responsibility to inform independent contractors of the Town of Mountainair's rules, regulations, policies, and procedures. The Town of Mountainair must receive a list of all vendors with contact information no later than one week prior to the Event. The following guidelines explain the responsibilities of the Client and Client's independent contractor(s):

7.1.1 Costs. Client bears the responsibility for all costs associated with outside vendors (caterers, florists, entertainment, DJ's, MC's, etc.).

7.1.2 Licenses and Proof of Insurance. All outside vendors used for the Event must file copies of current business licenses and certificates of insurance with the Town of Mountainair.

7.1.3 Caterers. All caterers must be licensed, insured and adhere to the safety guidelines of a food handler.

7.1.4 Deliveries. Due to the normal use of the Town of Mountainair's Rental Facilities, any deliveries need to be scheduled with Town Hall if the delivery is happening outside of the rental period. Deliveries occurring outside of the scheduled rental period must be approved by the Town of Mountainair.

7.1.5 Load-in/Load-Out. Arrangements must be made in advance with all vendors to return and pick-up rental items immediately following the Event. The Town of Mountainair is not responsible for any lost or stolen supplies, equipment, or other property that is left overnight. Vendors are responsible for clean-up and removal of all of their supplies, equipment or other property.

7.1.6 Dollies or Hand Trucks. Client must provide appropriate dollies or hand trucks for the setup and removal of supplies. The Town of Mountainair strictly prohibits any sliding or dragging of equipment on its rental facility surfaces. All band risers and moveable items placed on the floor require rubber bearings. The Town of Mountainair does not provide any staff to help unload or load equipment.

ARTICLE VIII: BREAKDOWN AND CLEAN-UP

8.1 Checklist. The Town of Mountainair will have a representative complete a pre-event and a post-event checklist. This checklist will monitor different items including but not limited to:

8.1.1 Cleanliness of rental facility, interior, exterior and neighboring properties

8.1.2 Quantity of Town of Mountainair owned supplies and equipment (chairs, tables, etc.)

8.1.3 Damage to rental facility (wall, lighting, doors, floor, etc.)

8.1.4 Proper storage of supplies and equipment

Check-out may be possible on Sunday afternoon after clean-up of rental facility. Call 505-440-9715 Mayor Peter Nieto to see if this option is available. If not, check-out would occur Monday during regular business hours.

ARTICLE IX: ADDITIONAL GUIDELINES

9.1 Police. Client is responsible for notifying the Mountainair Police Department and the Torrance County

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Sheriff's Office of Events that will be larger than 50 guests. If you are unaware of the number of guests you will have, you must also contact a local police agency listed above. The Client shall call the Torrance County Central Dispatch's non-emergency number of (505)384-2705 within 24 hours of the Event.

9.2 Entire Agreement. This constitutes the entire Agreement between the parties, and supersedes any previous agreements, understandings, or agreements of the parties, whether verbal or written, concerning the subject matter of this Agreement.

9.3 Governing Law. This Agreement shall be interpreted and enforced under the laws of the State of New Mexico, without regard to its choice of law rules.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the date first written above.

Town of Mountainair

Client

Signature: _____
Name: _____
Title: _____
Date: _____
Witness: _____

Signature: _____
Name: John Doe
Title: _____
Date: _____
Witness: _____

For Office Use Only:

Deposit Paid Date: _____	Amount Paid: \$ _____
Rental Fee Paid Date: _____	Amount Paid: \$ _____
Alcohol Fee Paid Date (if applies): _____	Amount Paid: \$ _____

Notes:

Notes listed above must be typed out on the paper when first printed. No pen, pencil or handwritten notes are allowed.
