



Village of Tijeras Facility Rental Agreement

Name of Renter: _____ Date of Event: _____

Facility Requested: _____

Event Description: _____

Duration of Event: _____ Anticipated Number of Attendees: _____

Village of Tijeras Facility Rental Pricing Structure				
Facility	Damage Deposit	Government/ Non-Profit	Member of Public (Personal Use)	Business
Historic Santo Nino Church	\$100.00	\$200.00	\$250.00	\$300.00
Luis Garcia Park	\$100.00	\$75.00	\$100.00	\$125.00
Luis Garcia Park and Historic Santo Nino Church	\$100.00	\$275.00	\$300.00	\$425.00
Village Hall Council Chambers	\$100.00	\$50.00	\$100.00	\$150.00

This Facility Rental Agreement is made and entered into on _____, by and between the Village of Tijeras, hereafter referred to as Owner, and _____, hereafter referred to as Renter.

WHEREAS, Owner allows individuals and organizations to rent certain facilities for special events, and

WHEREAS, Renter desires to temporarily rent, occupy, and make use of the above indicated venue, and

WHEREAS, Owner agrees to such rental, occupation, and use in consideration of certain payments and covenants herein enumerated;

Now, therefore, the parties agree to the following terms and conditions:

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I. Event Description/Venue Access: Renter shall have access to and use of the venue from _____ o'clock on _____, to _____ o'clock on _____, for the purpose of hosting renter's _____ event. Owner shall provide access to the venue.

II. Rental Cost: The full rental fee for the use of the venue described in Paragraph I above shall be \$ _____. The balance of the rental fee shall be due in full no later than seven (7) business days prior to the event date. Rental fees are non-refundable.

III. Insurance: Renter is required to carry general liability insurance in the amount of \$1 million (\$1,000,000) and name Owner as an additional insured party. Renter must provide certification no later than seven (7) business days prior to the event date that indicates these requirements have been met.

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

V. Prohibited Activities: The following activities are strictly prohibited:

- Use of tobacco or electronic cigarette products on the rented premises.
- Use of all illegal drugs and controlled substances on the rented premises. Owner facilities are not considered cannabis consumption areas under the Cannabis Regulation Act.
- Possession of weapons of any kind, including but not limited to firearms, knives, etc.
- Rowdy or unruly behavior.
- Use of nails, pushpins, staples, abrasive adhesives, or other materials which may cause damage to the rented premises for the purpose of affixing decorations, signs, etc.

Failure to comply with this prohibited activities policy will disqualify Renter from future rental of Owner facilities and may result in Renter forfeiting damage deposit or Owner filing a claim against Renter's general liability insurance policy.

VI. Alcohol: Consumption of alcoholic beverages is prohibited on Owner premises with the exception of Luis Garcia Park. Alcoholic beverages may only be distributed by a licensed vendor that obtains a Special Dispenser Permit from the New Mexico Regulation and Licensing Department. Renter must submit certification that these requirements have been met no later than seven (7) business days prior to the event date.

VII. Damage: Renter hereby assumes full responsibility for the acts and conduct of all persons admitted to the event by the consent of the Renter or by or with the consent of any person acting on behalf of the Renter. In the event any portion of the rented premises or any portion of the surrounding grounds is damaged by the act or omission of the Renter or the Renter's agent, employees, patrons, customers, guests, invitees, licensees, vendors, or any other persons admitted to the rented premises by the Renter, the Renter shall pay Owner upon demand such sum as shall be necessary to restore the damaged property to the condition that existed prior to the occurrence

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of the damage. A refundable damage deposit of \$100.00 is due in full no later than seven (7) days prior to the event date. The cost of repair for damages less than or equal to \$100.00 will be deducted from this deposit. The refundable portion of the damage deposit may be collected from Village Hall five (5) business days following the event date.

VIII. Operations: Renter, Renter's guests, and all persons admitted to the event by consent of the Renter or by or with consent of any person acting on behalf of the Renter must comply with any requests made of them by the Owner's personnel assigned to the event.

IX. Equipment: Subject to availability, Owner may provide basic equipment such as tables and chairs upon written request of the Renter no later than seven (7) business days prior to the event date. Such equipment must remain on the rented premises at all times and must be left in place at the conclusion of the event in the condition in which it was provided.

Equipment Requested: _____

X. Cleaning: Renter is responsible for performing necessary cleaning to ensure the venue is left in the condition in which it was found prior to the event. This may include, but is not limited to: sweeping, mopping, trash disposal, and disinfection of surfaces. Owner may provide basic cleaning supplies upon Renter's written request no later than seven (7) business days prior to the event date. Renter is responsible for returning all cleaning supplies issued by Owner.

Cleaning Supplies Requested: _____

XI. Independent Contractors: Arrangements regarding access to rental facilities for deliveries, set-up, and removal of equipment are the full responsibility of the Renter. It is the Renter's sole responsibility to inform independent contractors of the Owner's rules, regulations, policies, and procedures. Owner must receive a list of all vendors with contact information no later than seven (7) business days prior to the event date. The following guidelines explain the responsibilities of the Renter and the Renter's independent contractor(s):

1. *Costs:* Renter bears the responsibility for all costs associated with outside vendors (caterers, florists, entertainment, DJs, MCs, etc.)
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 Owner.
3. *Caterers:* All caterers must be licensed, insured, and adhere to the safety guidelines of a food handler.
4. *Deliveries:* Deliveries must be made during the rental period as indicated on this agreement.
5. *Load-In/Load-Out:* Renter and Renter's independent contractors are responsible for clean-up and removal of all their supplies, equipment, or other property. Removal of such items must occur during the rental period as indicated on this agreement.
6. *Dollies or Hand Trucks:* Renter must provide appropriate dollies or hand trucks for the setup and removal of supplies. Owner strictly prohibits any sliding or dragging of equipment on its rental facility surfaces.

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XII. Enforceability: Failure to comply with any of the requirements of this Agreement in the timeframe specified will result in nullification of this agreement and cancellation of the event in question.

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

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

Owner

Renter

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

***** FOR OFFICIAL USE ONLY *****

Rental Fee Paid.....Date: _____ Initials: _____

Damage Deposit Paid.....Date: _____ Initials: _____

Proof of Insurance.....Date: _____ Initials: _____

Proof of Vendor Licensing/Insurance.....Date: _____ Initials: _____

Cleaning Supplies/Equipment Requested.....Date: _____ Initials: _____

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