

Roosevelt County User Agreement
ROOSEVELT COUNTY COURTHOUSE SQUARE
(OUTDOOR SPACE)

THIS AGREEMENT is entered into this ____ day of _____, 20____, by and between Roosevelt County hereinafter referred to as County, and

Name of corporation, organization, or individual, hereinafter referred to as EVENT ORGANIZER.*

Address

Phone Number

Type of event

Time(s) - Date(s) of Use

Description of activities

anticipated attendance/count

A – OFFICIAL USE: Use by the County for official purposes, County sponsored or co-sponsored events which include but are not limited to the Roosevelt County Government, Elected Officials, other governmental agencies. The County reserves the right to pre-empt other uses upon 15 days written notice.

B –PUBLIC/PRIVATE: Use by individuals or groups for parties or other events whether attendance is by invitation or open to the public.

It shall be the responsibility of the Event Organizer to provide adequate supervision overall activities.

All events are to terminate, and the County property is to be cleaned and vacated by no later than 12:00 midnight on each day of use.

Reservations for the use of the Courthouse Square shall be made in writing through Roosevelt County Administration Office, which is located in the Roosevelt County Courthouse, during normal business hours. Verbal or tentative reservations, understandings or commitments are invalid. Reservations shall be shall be made forty-eight (48) hours prior to an event and will be processed on a first-come, first-served basis. The Roosevelt County Administration Office shall be notified of any event cancellations.

For events open to the public and lasting for more than 4 hours, and for all FOR-PROFIT events; Event Organizer shall provide to Roosevelt County, proof of liability insurance in the amount of at least \$1,000,000.00 general liability covering Event Organizer's operation and/or use of the facilities as hereinabove provided, at least thirty (30) days before the event. Insurance may be obtained through

the New Mexico Association of Counties Tenant User Liability Insurance Program (TULIP). In the case of private use, when no general liability coverage is available, a Hold Harmless Agreement is required.

Conditions That Apply to All Users

- 1) Event Organizer is expected to clean up and remove all of the trash, garbage and accumulated materials to dumpsters provided on the premises. Facilities shall be cleaned by the Event Organizer immediately after use. Canopies, Trailer, vendor equipment, portable restrooms, etc. must be removed from the square within 24 hours of the end of an event. If any facility, or portion thereof, is damaged during an event, it should be reported to a county official immediately. During normal business hours, notify the County Administration Office. After hours, notify the Roosevelt County Sheriff's Office at 356-4408 and request that they contact the proper authority for inspection of the premises. If the Event Organizer neglects to report such conditions, the Event Organizer thereby assumes responsibility for all repair cost.
- 2) No public restrooms will be available at the courthouse except during normal business hours. Any evening and/or weekend events should make arrangements with area businesses for public access to restrooms, or rent portable restrooms for the event.
- 3) The following is a list of prices Event Organizer will be charged for any unclean condition or damage to the facilities in addition to \$30.00 per hour labor fees: (Other charges may be made against LESSEE as appropriate.)

a. Dirty/Damaged Building	Actual cleaning/repair costs
b. Damaged/Missing Tables/Chairs	Replacement cost
c. Parking Lot	\$150 for trash/broken bottles
- 4) The possession and/or consumption of any alcoholic beverages on County property or premises, including parking area are strictly prohibited. If during the inspection of the premises, any evidence of the consumption of alcoholic beverages is found, Event Organizer shall be held responsible. In addition, Event Organizer shall be suspended from future use of the facilities and may be subject to prosecution according to the law.
- 5) All dogs must be leashed at all times while on county owned property. Event Organizer shall be responsible for enforcing all aspects of County's leash policy.
- 6) Neither the halls nor ramps of premises, nor sidewalks, entrances or lobby thereof shall be obstructed by Event Organizer/Participants nor used for any purposes other than ingress or egress without prior written consent from the County Manager with the approval of the Fire Marshal.
- 7) County reserves the right to control all signage used on County's property. This is to include, but not limited to content, location, construction and quality.
- 8) County will not be responsible for art objects, paintings, sculptures, furniture, musical instruments, stock or any other property belong to or under the control of Event Organizer. Event Organizer agrees to obtain, at its own expense, insurance necessary to cover such objects in case of their injury, loss, theft, or damage.
- 9) Event Organizer shall obtain all permits and/or licenses required by law, ordinances or regulation.

- 10) Event Organizer shall not, without the written consent of the County Manager or designee, put up or operate any engine, motor or machinery upon the premises or use oil, burning fluids, camphene, kerosene, naphtha or gasoline for either mechanical or other purposes or any other agent other than electricity for illuminating the premises. No explosive devise shall be allowed in any facility owned by Roosevelt County. All firearms and weapons used, demonstrated, discharged or for decoration must be approved by the County Manager.
- 11) County reserves the right, but does not assume the duty, to eject or cause to be ejected from the premises, any rude, insolent, drunk, intoxicated, disorderly or similarly objectionable person or persons, or persons with unleashed dogs; and neither the County nor any of its officers, agents or employees shall be liable to the Event Organizer for any damages that may be sustained by Event Organizer through the exercise of such right.
- 12) All vendors and pull-in concessions shall maintain an updated license for operation and follow all New Mexico Environmental Department codes and regulations as well as the New Mexico State Building Inspector's health standards and propane regulations.
- 13) No additional sand, dirt, sawdust or other material shall be added to the facility area. Rocks used in the landscape around the building shall not be removed or taken into the buildings.
- 14) Roosevelt County, through the County Manager, subject to the review of the County Commission, reserves the right to refuse the use of the Facilities or any part thereof, to any event, program or production organization, individual or group which wholly without social or redeeming value is likely to cause damage to the facilities.
- 15) The Event Organizer agrees to indemnify and hold the County harmless from any claim, action, liability, loss or damage or suit arising from said event, including recovery of County's attorney fees or expenses incurred in defending against any such claim.
- 16) By signing this agreement, Event Organizer hereby binds itself to the terms and condition set above.

Event Organizer

Date

Roosevelt County Official

Date