



AGREEMENT FOR USE OF ROOSEVELT COUNTY FACILITY

This Agreement entered into on this ____ day of _____, 20__, by and between Roosevelt County, New Mexico (hereinafter referred to as “County”) and _____ (hereinafter referred to as “Lessee”) whose address is _____ and whose telephone number is _____ who desires to use the facility owned by Roosevelt County known as the _____ for the following purpose, event, or reason (specify) _____ on the following dates _____ and from (time) _____ to _____ (AM or PM).

CONDITIONS OF AGREEMENT FOR USE

Lessee understands and agrees that the use of any Roosevelt County facility is subject to and is contingent upon the following express conditions:

- The County expressly reserves the right to preempt and unilaterally cancel any agreed upon use, and terminate any use agreement by providing Lessee with fifteen (15) days written notice of its intention to use the County facility for official purposes or business.** The County, in its discretion, may use any County facility for official purposes. Any such unilateral termination shall be without recourse in law or equity to Lessee, except that any damage deposit paid to County shall be returned to Lessee.
- The following rates have been approved by Roosevelt County Commission for use of Roosevelt County facilities. All rental fees must be prepaid in full not later than 4:00 PM on the last business day prior to the Lessee’s scheduled event.

Fairgrounds Use Fees	Jake Lopez Building	Special Events Arena	Outdoor Arena	Pavilion	Slab	Entire Fairgrounds
Public/Private	\$350/day	\$400/day	\$200/day	\$350/day	\$150/day	\$1500/day

	Stall at Fairgrounds	Arch Fire Dept.	Milnesand Fire Dept.
D: Public/Private	\$25/night*	\$25/4 hr. \$75/day	\$25/4 hr. \$75/day

OFFICIAL USE: Use by the County for official purposes. The County reserves the right to pre-empt other uses upon 15 days written notice.

PUBLIC ENTITY: Use by a public entity such other governmental units, a local school district, municipal body, or other organization which is exempt from the anti-donation clause.

PUBLIC/PRIVATE USE: Use by individuals or groups for parties or other events whether attendance is by invitation; or for activities of general public.

COMPLIANCE WITH GOVERNING LAWS INCLUDING NEW MEXICO PUBLIC HEALTH ORDERS: Any use of County facilities shall only be for lawful purposes which are in conformance with the laws of the State of New Mexico, Roosevelt County, along with all applicable New Mexico public health orders including full compliance with COVID-19 safe practices.

Note: If dancing is included, SECURITY IS REQUIRED.

3. The County will not provide a tractor or labor for Lessee. The Lessee will not be permitted to use the County tractor. The Lessee may utilize private equipment to provide the tractor services as required by the event.
4. 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. Lessee will be charged an additional fee of \$75.00 per hour for each and every hour past midnight that the facility is not cleaned and/or vacated.
5. Reservations for the use of any County facility 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 and will not be honored. Reservations shall be made at least forty-eight (48) hours prior to an event and will be processed on a first-come, first-served basis.
6. A \$500.00 cleaning/damage deposit in the form of money order or check shall be required upon execution of this agreement and reservations shall not be confirmed without the receipt of said deposit. A refund of rental and deposit payments will be made if notice of cancellation is received from the Lessee no later than forty-eight (48) hours in advance of scheduled use. No refunds will be made on rental payments if cancellations are made with less than forty-eight (48) hours advance notice; however, cleaning/damage deposit will be refunded.
*-Denotes Stall Rental that requires a \$50 deposit.

Roosevelt County is not limited by the damage deposit from seeking additional damages against Lessee for damage in excess of \$500.00.

7. Lessee shall provide to the County, proof of liability insurance in the amount of at least \$1,000,000.00 general liability covering Lessee's operation and/or use of the facilities as hereinabove provided, at least two (2) days before the event. Insurance may be obtained through the New Mexico Counties Tenant User Liability Insurance Program (TULIP). In the case of private use, when no general coverage is available, a Hold Harmless Agreement is required.

8. It shall be the responsibility of the Lessee to provide adequate supervision over all activities to protect against unreasonable wear and tear or damage to the County facilities and to protect the public health, safety, and welfare of all persons attending any function at the County facility being used.
9. 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, Lessee shall be held responsible and all deposits shall be forfeited. In addition, Lessee and leasing organization shall be suspended from future use of county facilities and may be subject to prosecution according to the law.
10. All dogs, cats, or other household animals must be leashed at all times while on the fairgrounds. Lessee shall be responsible for enforcing all aspects of County's leash policy.
11. Neither the halls nor ramps of the premises, nor sidewalks, entrances or lobby thereof shall be obstructed by Lessee 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.
12. 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.
13. Roosevelt County facilities are smoke free. Lessee shall be responsible for enforcing all aspects of County's smoking policy.
14. The use of nails, screws, thumb tacks, staples, duct tape and glue is forbidden on walls, floors, and ceilings. The application of any substance to the floors in any building must have the prior written approval of County. No additional sand, dirt, sawdust, or other material shall be added to any facility area. Rocks used in the landscape around the building shall not be removed or taken into the buildings.
15. No flammable materials, such as bunting, tissue paper, crepe paper, etc., will be permitted to be used for decoration; all materials used for decorative purposes must be treated with flame proofing and approved by the Fire Marshal. Lessee 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 device 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.
16. 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.
17. Each lessee shall ensure that persons in attendance at any County facility sign an assumption of the risk and waiver of liability relating to coronavirus/COVID-19, unless a public health order has been issued making such waiver of liability unnecessary.

NOW THEREFORE, in mutual consideration of the covenants and agreements of the parties and for valuable consideration, the party's contract and agree as follows:

1. **Use of County Facility for Approved Purpose** Lessee to use the County facility on the date during the time period specified in this agreement for the purposes set forth above and for no other purpose.
2. **Grant of License to Use Facility** County on the dates and time set forth herein and subject to the terms and conditions in this agreement hereby grants to Lessee a license to use the Roosevelt County facility known as the _____ for the express purposes set forth above, and to be held on the dates as set forth above.
3. **“As-is” Condition** Lessee agrees to accept the facility in its “as-is” and subject to all faults or other defects.
4. **Assignment and Sublicensing** Lessee shall not assign any interest in this license agreement or otherwise transfer or sublease the facility or any part thereof or permit the use of the facility to any party other than Lessee.
5. **Indemnification** Lessee shall indemnify, defend, and safe harmless County, its officers, agents and employees from any and all loss, cost (including attorney's fees incurred), damage, expense and liability (including statutory liability and liability under the common law) in connection with claims, judgments, damages, penalties, fines, losses, administrative proceedings arising out of any act or neglect by the Lessee, its agents, employees, or contractors, Lessees, invitees, representatives in or on the facility. This indemnity shall survive the termination of this agreement. Lessee hereby releases County from any and all liability or responsibility to Lessee or anyone claiming through or under Lessee by way of subrogation or otherwise for any loss or damage to equipment or property of Lessee.
6. **Cleaning of Facility** The Lessee is responsible for the cleanup of County's facility, agrees to return the facility to a level of cleanliness equivalent to the state of cleanliness which existed at the time Lessee assumed possession of the premises. **Cleaning time shall be included in Lessee's event rental time and needs to be completed by the end of Lessee's reserved rental time.** The cleaning/damage deposit, or the appropriate portion of it, will be returned after Lessee has cleaned up and removed all of the trash, garbage and accumulated materials to dumpsters provided on the premises and, upon determination that the grounds/buildings are in the same or better condition as when rented. Facilities shall be cleaned by the Lessee immediately after use. Floors must be swept and mopped, restrooms must be cleaned, and chairs and tables shall be placed on the appropriate racks and returned to proper storage areas. If any facility, or portion thereof, is found in an unsanitary or unsightly condition by the Lessee, it should be reported to the County official immediately. During normal business hours, notify the County Administration Office at 575-356-5307 or leave a message after hours. If the Lessee neglects to report such conditions, Lessee thereby assumes responsibility for all costs of repair
7. **Keys to Facility** Lessee agrees to return all keys to the Administration Office by 12:00 PM the first working day following the use of the facility. The cleaning/damage deposit may be held twenty-four (24) hours from the appropriate refund, if any. Roosevelt County designee will be the sole authority to determine the appropriate refund. Lessee may pick up the facility keys one (1) day prior to their scheduled event. Lessee must obtain verbal approval from the County Manager to begin early set up for their event prior to their scheduled event and facility reservation.

8. **Charges for Unclean Condition or Damage** The following is a list of prices Lessee 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. Lost/Copied Key | Replacement cost of related keys & locks |
| b. Dirty/Damaged Building | Actual cleaning/repair costs |
| c. Damaged/Missing Tables | Replacement cost |
| d. Damaged/Missing Chairs | Replacement cost |
| e. Unclean Bathroom | \$100 per bathroom |
| f. Parking Lot | \$150 for trash/broken bottles |

The damage deposit shall be applied in the first instance to payment for any charges arising from unclean condition or damage to the facilities. In the event the damages exceed the total amount of the damage deposit placed by Lessee with the County, then Lessee agrees to pay and shall be personally responsible for all additional costs or damage suffered by County. County shall also be entitled to recover its reasonable attorney's fees in enforcing the terms of this agreement.

9. **Damage to Lessee's Property** County will not be responsible for art objects, paintings, sculptures, furniture, musical instruments, stock or any other property belonging to or under the control of Lessee. Lessee agrees to obtain, at its own expense, insurance necessary to cover such objects in case of their injury, loss, theft, or damage.

Lessee

Date

Roosevelt County Official

Date

- Deposit Check # _____ Cash _____ Money Order/Cashiers Ck _____
 Rent Check # _____ Cash _____ Money Order/Cashiers Ck _____
 Security

Key ID: _____

Keys picked up: ___/___/20___

Keys returned on: ___/___/20___