



<input type="checkbox"/>	Deposit
<input type="checkbox"/>	Rental fee
<input type="checkbox"/>	Liability insurance
<input type="checkbox"/>	Deposit released
<input type="checkbox"/>	Deposit refunded

AGREEMENT FOR USE OF ROOSEVELT COUNTY FACILITY

This Agreement entered on this day _____, 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 pm-poses 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.

	Jake Lopez Building	Special Events Arena	Outdoor Arena	Pavilion	Slab	Entire Fairgrounds
Public/Private	\$350/day \$500 deposit	\$400/day \$500 deposit	\$200/day \$500 deposit	\$350/day \$500 deposit	\$150/day \$500 deposit	\$1500/day \$500 deposit

	Stall at Fairgrounds	Arch Fire Dept	Milnesand Fire Dept.	RV Parking
Public/Private	\$15/night* \$25 deposit	\$25/4 hr. \$75/day \$500 deposit	\$25/4 hr. \$75/day \$500 deposit	\$25/day \$25 deposit

OFFICIAL USE: Use by the County for official purposes. The County reserves the right to preempt 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.

SALE OF ALCOHOL: The Roosevelt County Commission, in its sole discretion, may allow for the sale/service of alcohol by a vendor acting as an independent contractor which has leased a dispenser's license pursuant to §60-6b-16 NMSA and only when such contractor has otherwise fully complied with the permitting requirements of the New Mexico Alcohol and Gaming Division and in particular NMAC §15.11.25.8. Contractor must obtain written permission from the Roosevelt County Commission for the sale of alcohol at any public or private event to be held at the Roosevelt County Fairgrounds. Contractor shall further provide proof of at least \$1 million dollars in liability and property coverage on the Roosevelt County Fairgrounds for such event and provide proof that such policy provides full dramshop liquor liability insurance coverage, and that the County is named as an additional insured on the policy.

Note: If alcoholic beverage sales/service are permitted and/or dancing is included, SECURITY IS REQUIRED. Under no circumstances shall a vendor permit the possession or consumption of any form of cannabis from or within its operation.

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 cash, 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 \$25 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, or \$2,000,000 for vendors distributing alcohol, 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 (unless such beverage has been sold by an on-site vendor authorized by the County to sell alcohol in a designated area). 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 may 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 coronavims/COVID-19, unless a public health order has been issued making such waiver of liability unnecessary.

18. In the event a vendor has been granted permission and has obtained proper permitting and licensure for the sale/service of alcoholic beverages at the Roosevelt County Fairgrounds, then such vendor agrees that it shall act at all times as an independent contractor and shall ensure that no alcohol may be consumed by any person during events without proper identification showing proof of age. Vendor/contractor warrants that its staff shall be fully trained and familiar with all rules and regulations pertaining to the sale/service of alcohol and that such staff will strictly comply with enforcing all I.D and age restrictions on the sale/service of alcohol, that no more than two (2) alcoholic beverages may be sold/served to any one person, that no alcohol shall be sold/served to any individual who is visibly impaired. It shall be the responsibility of the vendor/contractor to ensure no off-site alcohol be allowed on the premises or allowed beyond designated areas, and that adequate uniformed security personnel be present at all times. Vendor/contractor shall be fully responsible for paying for adequate security personnel and shall submit a draft security plan for the event at least thirty (30) days prior to the event to the Roosevelt County Manager for review and approval.

NO'W 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 and/or Chairs | Replacement cost |
| d. Unclean Bathroom | \$100 per bathroom |
| e. 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

<input type="checkbox"/>	Commission Approval (if sale/service of alcohol) Meeting Date _____			
<input type="checkbox"/>	Deposit	Check#	Cash	Money Order/Cashiers Ck
<input type="checkbox"/>	Rent	Check#	Cash	Money Order/Cashiers Ck
<input type="checkbox"/>	Security			
Key ID:				
Keys picked up:			Keys returned on:	

HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

This Hold Harmless and Indemnification Agreement is entered into by and between Roosevelt County, Roosevelt County Board of County Commissioners and their employees, successors, assigns and insurers (hereinafter "COUNTY") and _____ whose address is _____, (City) _____, (State) _____, (Zip Code) _____, hereinafter "Event Holder", and said agreement was executed on the date last written below.

EVENT HOLDER, for value received and in consideration thereof, does agree to pay, indemnify and hold harmless COUNTY, for any liability resulting from the event or activity promoted or sponsored by EVENT HOLDER on the Roosevelt County Fairgrounds property.

EVENT HOLDER will agree to follow any guidelines regarding the property rented or leased from COUNTY, including but not limited to the sales and serving of alcoholic beverages and or illegal activity.

EVENT HOLDER recognizes that all persons who participate in or merely observe the activity being held may incur injuries as a result of said activities and have agreed to absorb said risk and indemnify and hold harmless COUNTY from said risks or liability.

This agreement is to be construed under the laws of the state of New Mexico and venue for this agreement will lie in the Ninth Judicial District Court in Roosevelt County.

Both parties hereby acknowledge that each has the authority to agree to this agreement and bind their respective organizations or entity to this agreement. Additionally, EVENT HOLDER acknowledges that the person entering in this agreement is 18 years of age or older and has agreed to the terms as set forth in this agreement freely and without duress and there are no additional

agreements outside of this agreement.

DATED this _____ day of _____, 20_____.

COUNTY:

By: _____

Its: _____

EVENT HOLDER:

By: _____

Its: _____

ACKNOWLEDGMENT

SUBSCRIBED AND SWORN TO before me on this _____ day of _____, 20_____, by _____, Event Holder.

(SEAL)

NOTARY PUBLIC

My Commission Expires: _____



Tenant Users Liability Insurance Protection (TULIP)

Purpose

Provides low-cost general liability coverage to third party users of various county-owned venues and facilities for events such as weddings and birthday parties.

Cost and Coverage

Third parties can obtain a free quote for their event and download a sample event policy. A link to a sample policy is at the bottom of each page of the online application.

How

When a resident rents a county-owned facility or venue, direct them to obtain a free quote for liability coverage for the event and to purchase a policy at <https://gatherguard.com/>.

1. **Click the 'Get a Free Quote' button.**
2. **Choose the type of event you will host.**
3. **Answer some questions about the event.**
4. **Search for your county venue.** If you are unable to find the venue or do not have a venue code, call your county to ensure it is a rentable facility and is included in the insurance program.

Venue ⓘ

Use a venue code Search for a venue

Venue code ⓘ

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Next

Jake Lopez Building Cleaning Checklist

Please Turn Signed Checklist in with Your Key to Receive Security Deposit

Note: Brooms, mops, and extra cleaning supplies are located in the supply closet. Separate cleaning kit for the Kitchen will be located in the Kitchen area.	
MAIN EVENT SPACE	INITIALS
Put away ALL tables and chairs	
Remove all décor and accessories brought in	
Sweep floors (Mopping is not required in main event space. If a spill occurs please mop it up.)	
Empty All Trash Cans	
Replace ALL Liners in Garbage Cans	
KITCHEN	
Wipe Down Counters and Sinks (DO NOT wash food down drains)	
Clean Stove Top and Ovens	
Clean and Empty Refrigerators (DO NOT leave any food in the fridge)	
Clean and Drain Steam Burners (Directions will be listed above steam burners if used)	
Empty all Trash Cans	
Replace ALL liners in Trash Cans	
Sweep & Mop	
BATHROOMS	
Wipe Down Surfaces	
Clean any excessive soiling of restrooms by your guests. This include any bodily fluids left behind	
ENTIRE BUILDING	
Check all Faucets are closed and no running water is left	
Turn off ALL Lights	
Lock Building	
Make sure to lock the gate to the fairgrounds	
Signature:	Date:

