



We welcome you enthusiastically to **the Village of Los Lunas**. We believe that Village facilities are the center of our community. When you and your group use a facility during and/or after hours of operation, please observe the following criteria:

1. Please fill out the attached Village facilities lease form.
2. Please provide the required Certificate of Insurance to cover any liability.
3. Limit yourselves to the space designated.
4. Use only the restrooms adjacent to the designated area.
5. You are responsible for all material and supplies needed.
6. Our kitchens are not available for public use without prior arrangements.
7. Supervise your gatherings at all times. Any unruly behavior, (e.g. running, screaming, jumping on furniture, etc.) is not acceptable. All damages will 1) be reported to the Site Manager immediately and 2) be replaced by the individual requesting use of our facility.

We welcome you to use the Village facilities. We are proud of our facilities and would like to keep them in great working condition. Following the criteria listed above will help assure our buildings will remain in good condition and you will be welcomed again for future events.

I have read and understand the criteria for the use of the Transportation Center.

(Signature of person responsible)

(Date)



**APPLICATION FOR USE OF VILLAGE FACILITIES
VILLAGE OF LOS LUNAS**

The undersigned, as applicant for use of Village facilities, herewith makes application and agrees to be bound by conditions as hereinafter set forth in this application and to policy of Village of Los Lunas Council on use of Village facilities.

Name of Applicant or Organization: _____

Name of Responsible Person: _____ Phone: _____

Address of Responsible Person: _____

Facility Requested: _____ Est. Attendance: _____

Usage Date(s) _____ to _____ Day(s) of Week: _____

Hours From: _____ to _____

Purpose for use of Facility: _____

CONDITIONS PRECEDENT TO USE OF FACILITIES:

All scheduled activities shall terminate by 12 midnight.

No alcohol or illegal drugs shall be allowed on premises at any time and there shall be no smoking within any building.

Rented area shall be cleaned immediately upon termination of activity. Failure to do so may result in termination of any future use of the facilities at the discretion of the Site Manager or Village Administrator.

The "Responsible Person" or their designee must be present when facilities are open and in use.

Except as specifically permitted by the Site Manager, there shall be no access to the use of facility telephones, copiers, Kitchen, or other Village equipment.

Any damage done to Village property during the term of applicant's use of Village facilities shall be paid for by applicant upon submission of a bill from the Village of Los Lunas. The Village of Los Lunas shall have the sole right to determine the extent and value of such damages.

Facility fee, opening and closing fees, and cleaning/damage deposit fee shall be in accordance with the schedule on the back of this application and shall be payable at the time the application is submitted for approval.

Activities with 50 or more participants shall require a security guard at applicant's expense. Please note that some facilities have a maximum occupancy that must be complied with.

*Special Provisions: _____

APPLICANT SIGNATURE: _____ DATE: _____

APPROVED:

Frank L. Otero, Site Manager

*Kitchen: \$ _____

Facility Fee: \$ _____

Open/Close Fee: \$ _____ based on ____ hrs

TOTAL \$ _____

REGULATIONS GOVERNING FEES FOR USE OF FACILITIES

1. **Facility Fees:**

- a. schedule of fees per event:

	Kitchen	Building Use	Per Hour
Multi-purpose/Auditorium	\$50	\$60.00	\$20.00
Conference rooms		\$30.00	\$10.00

- b. Fee must be paid to the Village of Los Lunas at the time application is submitted.

2. **Opening and Closing Fee:**

- a. All events and activities must have a Village employee present at the facility. If no Village employee can be scheduled to be present at the facility the event or activity shall not be scheduled.
- b. Management fees are determined by total hours facility is used and based on \$20.00 per hour for auditorium and \$10.00 per hour for meeting rooms.
- c. Fee must be paid to the Village of Los Lunas at the time application is submitted.

3. **Cleaning/Damage Deposit:**

- a. A \$400.00 cleaning/damage deposit fee shall be paid. This deposit will be returned after the Site Manager has determined that the facility has been appropriately cleaned and undamaged.
- b. A separate check covering this deposit and made out to the Village of Los Lunas must be submitted with the application.
- c. This deposit may be waived when a determination has been made that previous usage has not resulted in damage or need for additional cleaning.

4. **Other Regulations/Policies**

- a. Any cancellations not made within normal business hours at least 24 hours (48 hours in the case of Sunday) before the scheduled event or activity will result in all fees and charges being forfeited.
- b. Political meetings that are open to the public and are not fund raising events will be charged for the use of facilities at the not-for-profit rate.
- c. The Village of Los Lunas will incur the expenses for qualified organizations as an in-kind match (donation) based on non-profit community services criteria. The criteria will be evaluated on a case by case basis. To qualify for this the user/s must represent a government entity or be a current tenant of The Transportation Center.

INDEMNITY AGREEMENT

General form of an agreement to indemnify another from liability as a result of claims arising from a specified event

Agreement made _____ [date], between _____ [name], of _____ [address], _____ [city], _____ County, _____ [state], here referred to as indemnitor, and the Village of Los Lunas Transportation Center, of 751 Juan Perea Rd. SE, P. O. Box 1209, Los Lunas, Valencia County, New Mexico, here referred to as indemnitee.

In consideration of the sum of _____ Dollars (\$____), or other (in-kind) considerations, the parties agree as follows:

SECTION ONE LIABILITY, LOSS, OR DAMAGE

Indemnitor undertakes to indemnify indemnitee from any and all liability, loss, or damage indemnitee may suffer as a result of claims, demands, costs, or judgments against indemnitee arising from the use of the facility for specified event (s) when caused by the negligent or intentional acts of indemnitor.

SECTION TWO DURATION

Indemnity under this agreement shall commence on _____ [date of event], and shall continue in full force until _____ (date) [or indicate terminating event].

SECTION THREE REQUIREMENT OF NOTICE TO INDEMNITOR

Indemnitee agrees to notify indemnitor in writing, within 30 days, by registered or certified mail, at indemnitor address as stated in this agreement, of any claim made against indemnitee on the obligations indemnified against.

In witness whereof, the parties have executed this agreement at _____
[designate place of execution] the day and year first above written

Signature (Indemnitor)

Signature (Witness)



Alcohol Waiver 2010

Renter Will Not serve or bring alcohol to be consumed or disbursed, nor allow any of their guests to serve or bring alcohol to be consumed or disbursed (including, but not limited to champagne and wine for tasting purposes) on or in the premises of The Village of Los Lunas, Transportation Center at any time before, during or after

Event: _____ on _____ 2010

I, _____, the undersigned, understand that The Village of Los Lunas, Transportation Center., hereinafter referred to as The Village will not be held liable or in any way connected with the non-adherence to this contract addendum; that I, said RENTER, assume responsibility for any breach of this contract; I, said RENTER, agree to take full responsibility for any breach of this contract on my part or my guests.

Renter Signature

Renter Name (Printed)

Date: _____

Building Manager (Frank L Otero)

Date: _____