

AGREEMENT FOR USE OF VILLAGE FACILITIES

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 below will help ensure our building will remain in good condition and you will be welcome again for future events.

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.

I, [Renter's Name associated with Application] , 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.

CONDITIONS PRECEDENT TO USE OF FACILITIES:

- Please provide the required Certificate of Insurance to cover any liability or complete the attached Hold Harmless Agreement.
- The "Responsible Person" or their designer must be present when facilities are open and in use.
- Limit yourselves to the space designated and use only the restrooms adjacent to the designated area. Always supervise your gatherings. Unruly behavior (e.g. running, screaming, jumping on furniture, etc.) is not acceptable.
- All damages will be reported to the Site Manager immediately and be paid for by the applicant. The Village of Los Lunas shall hire a contractor to determine the extent and value of such damage. A bill shall be submitted to the applicant by the Village of Los Lunas.
- **NO ITEMS ARE TO BE HUNG, PASTED, TAPED OR TACKED ON WALLS** (Damage deposit will be kept if so)
- You are responsible for all material and supplies needed for your event.
- The kitchen is not available for public use without prior arrangements and payment of the \$50 Fee.
- All scheduled activities shall terminate by 7pm.
- No alcohol or illegal drugs shall be allowed on premises at any time and there shall be no smoking within any building.
- **The 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, Recreation Division staff or Village Administrator and the withholding of damage deposit.
- Senior Center 90 persons max, Transportation center 80 persons max, Daniel Fernandez Multi-Purpose 30 persons max
- Facility fee, opening and closing fees, and cleaning/damage deposit fee shall be in accordance with the schedule attached to this application and shall be payable at the time the application is submitted for approval (7 days minimum prior to event).
- Except as specifically permitted by the Site Manager, there shall be no access to the use of facility telephones, copiers, or other Village equipment.

REGULATIONS & GOVERNING FEES FOR USE OF FACILITIES

1. Facility Fee:

Kitchen: \$50 flat fee

Facility Fee: \$30 per hour

- Fee must be paid to the Village of Los Lunas at the time application is submitted.
- **If the event is scheduled 10a-2p and you show (at 9a/9:30) an hour/half hour early or leave an hour/half late (2:30p/3p) you will be charged \$60 per hour. This will be deducted for Damage Deposit.**

2. Opening and Closing Fee:

a. All events and activities must have a Village representative present at the facility. If no Village representative can be scheduled to be present at the facility the event or activity shall not be scheduled.

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

3. Cleaning/Damage Deposit:

a. A \$200 cleaning/damage deposit fee shall be paid for use of the transportation center auditorium and/or senior center. This deposit will be returned after the Site Manager has determined that the facility has been appropriately cleaned/undamaged and time allocation was properly followed.

b. A separate check or cash deposit covering the total amount can be made out to the Village of Los Lunas and must be submitted with the application.

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.

INDEMNITY AGREEMENT

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.

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.

This agreement relates the following facilities:

VILLAGE OF LOS LUNAS TRANSPORTATION CENTER / FRED LUNA MULTI GENERATION
CENTER/DANIEL FERNANDEZ RECREATION MULTI-PURPOSE ROOM AGREEMENT

(751 Juan Perea Road, SE Los Lunas, NM 8703) & (315 Don Pasqual Rd NW, Los Lunas, NM 87031)

By submitting and clicking the check boxes associated with the completion of the application I
have read and understand the criteria for the use of the Transportation Center/ Senior Center:
