

VILLAGE OF LOS LUNAS WELLNESS CENTER

3445 Lambros Loop
Los Lunas, NM 87031
(At Heritage Park aka Skate Park)
505-352-7721

APPLICATION 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 assure our building will remain in good condition and you will be welcomed 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.

Name of Applicant or Organization: _____

Name of Responsible Person: _____ Phone: _____

Address of Responsible Person: _____

Facility Requested (Circle One): Meeting Room A / Meeting Room B / Meeting Room C Est. Attendance: _____

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

Hours (Including Set-Up and Clean-Up) From: _____ to _____

Purpose for use of Facility: _____

CONDITIONS PRECEDENT TO USE OF FACILITIES:

- Please provide the required Certificate of Insurance to cover any liability or complete the attached Indemnity Agreement.
- The "Responsible Person" or their designee 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. Supervise your gatherings at all times. 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 have the sole right to determine the extent and value of such damages. A bill shall be submitted to the applicant by the Village of Los Lunas.
- You are responsible for all material and supplies needed.
- The kitchen is not available for public use without prior arrangements.
- 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.
- Activities with 50 or more participants shall require a security guard at applicant's expense. Occupancy total must be complied with.
- 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.
- Except as specifically permitted by the Site Manager, there shall be no access to the use of facility telephones, copiers or other Village equipment.*

*Special Provisions: _____

I have read and understand the criteria for the use of the Wellness Center:

APPLICANT SIGNATURE: _____ DATE: _____

APPROVED:

Site Manager

Kitchen:	\$ _____
Facility Fee:	\$ _____
Open/Close Fee:	\$ _____ based on _____ hours
TOTAL	\$ _____

Alcohol Waiver

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, Wellness Center at any time before, during or after

Event: _____ on *[date of event]* _____

I, *[Renter's Name Printed]* _____, the undersigned, understand that The Village of Los Lunas, Wellness 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

Date

REGULATIONS GOVERNING FEES FOR USE OF FACILITIES

1. Facility Fees:

a. Schedule of fees per event:

	Profit	Not-for-Profit	
	Facility Fee	Greater than 10	10 or Less
Multi-purpose/Conference room	\$50.00	\$30.00	\$10.00
½ Conference room/Small room	\$25.00	\$20.00	\$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 shall be charged on an hourly rate. Total fee charged would be based on total hours facility is to be used and based on \$10.00 per hour.
- c. Fee must be paid to the Village of Los Lunas at the time application is submitted.

3. Cleaning/Damage Deposit:

- a. A \$200.00 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 Wellness Center.

INDEMNITY AGREEMENT

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

*** Indemnity Agreement must be completed if Certificate of Liability Insurance is not provided ***

Agreement made [date] _____, between [name of applicant] _____, of [address] _____, [County] _____, here referred to as indemnitor, and the Village of Los Lunas Wellness Center, of 3445 Lambros Loop, 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 [place of execution] _____
_____ the day and year first above written.

Signature (Indemnitor)

Signature (Witness)