

**Roosevelt County User Agreement
MIDWAY AREA (OUTDOOR)**

THIS AGREEMENT is entered into this ____ day of _____, 20 ____, by and between Roosevelt County hereinafter referred to as County, and

Name of corporation, organization, or individual, hereinafter referred to as LESSEE.*

Address Phone Number

Type of event Date(s) of Use

*Rental of Roosevelt County facilities for social functions is restricted to Roosevelt County residents with a county address who assume financial responsibility for damages, cleanup, etc.

The following rates have been approved by the Roosevelt County Commission for the MIDWAY. The external restrooms at the Pavilion can be used when only outdoor space is rented. All rental fees must be paid in full no later than the 1st business day following the LESSEE’S event.

USE FEES:

EVENT TYPE	Mon-Thurs.	Fri, Sat, Sun.
A: Official Use		
B: Youth Organizations		
C: Private	200.00/DAY	400.00/DAY
D: Public	200.00/DAY	400.00/DAY
E: Civic/Charity	75.00/DAY	200.00/DAY

A – OFFICIAL USE: Use by the County for official purposes, County sponsored or co-sponsored events which include but are not limited to the Roosevelt County Fair, Roosevelt County Extension Service and 4-H events and the New Mexico Ag Expo. The County reserves the right to pre-empt other uses upon 15 days written notice.

B – YOUTH ORGANIZATIONS: Use by non-profit, youth organizations, such as Boy Scouts, Public School Sponsored Groups, and similar organizations.

C –PRIVATE: Use by individuals or groups for parties or other events whether attendance is by invitation or open to the public. If dancing is included, SECURITY IS REQUIRED.

D – FOR PROFIT: Use by commercial organizations, firms or individuals whose principal purpose is earning a profit according to the IRS definition.

E – CIVIC, CHARITY: Use for activities of general public interest by civic or charitable organizations.

It shall be the responsibility of the LESSEE to provide adequate supervision overall activities.

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 \$50.00 per hour for each and every hour past midnight that the facility is not cleaned and/or vacated.

Reservations for the use of the event center 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. Reservations shall be made forty-eight (48) hours prior to an event and will be processed on a first-come, first-served basis.

A \$300.00 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.

LESSEE shall provide to 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 thirty (30) days before the event. Insurance may be obtained through the New Mexico Association of Counties Tenant User Liability Insurance Program (TULIP). In the case of private use, when no general liability coverage is available, a Hold Harmless Agreement is required.

Conditions That Apply to All Users

- 1) 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 a county official immediately. During normal business hours, notify the County Administration Office. After hours, notify the Roosevelt County Sheriff's Office at 356-4408 and request that they contact the proper authority for inspection of the premises. If the LESSEE neglects to report such conditions, LESSEE thereby assumes responsibility for all repair cost.
- 2) LESSEE agrees to return all keys to the Administration Office by 2:00 p.m. the first working day following the use of the facility. The cleaning/damage deposit may be held twenty (24) hours from the time the keys are returned in order to determine the amount of the appropriate refund, if any. Roosevelt County designee will be the sole authority to determine the appropriate refund.

3) The following is a list of prices LESSEE will be charged for any unclean condition or damage to the facilities in addition to \$20.00 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	\$50 per bathroom
f. Parking Lot	\$50 for trash/broken bottles

- 4) 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 the fairground facilities and may be subject to prosecution according to the law.
- 5) All dogs must be leashed at all times while on the fairgrounds. LESSEE shall be responsible for enforcing all aspects of County's leash policy.
- 6) Neither the halls nor ramps of 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.
- 7) 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.
- 8) The buildings on site of the Roosevelt County Fairgrounds are smoke free facilities. LESSEE shall be responsible for enforcing all aspects of County's smoking policy.
- 9) County will not be responsible for art objects, paintings, sculptures, furniture, musical instruments, stock or any other property belong 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.
- 10) LESSEE shall obtain all permits and/or licenses required by law, ordinances or regulation.
- 11) 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. The use of stakes, anchoring, or drilling of concrete, paved or chip-sealed surfaces are not allowed.
- 12) 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.

- 13) County reserves the right, but does not assume the duty, to eject or cause to be ejected from the premises, any rude, insolent, drunk, intoxicated, disorderly or similarly objectionable person or persons, or persons with unleashed dogs; and neither the County nor any of its officers, agents or employees shall be liable to LESSEE for any damages that may be sustain by LESSEE through the exercise of such right.
- 14) 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.
- 15) No additional sand, dirt, sawdust or other material shall be added to the facility area. Rocks used in the landscape around the building shall not be removed or taken into the buildings.
- 16) Livestock shall not be allowed to stay overnight in the Event Center.
- 17) Roosevelt County, through the County Manager, subject to the review of the County Commission, reserves the right to refuse the use of the Fairground Facilities or any part thereof, to any event, program or production organization, individual or group which wholly without social or redeeming value is likely to cause damage to the facilities.

By signing this agreement, LESSEE hereby binds itself to the terms and condition set above.

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____