



EVENT SPACE RENTAL AGREEMENT AND CONTRACT

MEMORIAL BUILDING 200 E 7TH STREET PORTALES, NM 88130 575-356-8449

THIS LEASE CONTRACT, made and entered into on date printed below, by and between the City of Portales, New Mexico, a municipal corporation, Lessor, and/or the group listed below. Lessee is as follows: Lessor in consideration of the rents hereinafter reserved and of the covenants here expressed to be kept, performed and fulfilled, has leased and let and by these present does lease and let unto lessee the Memorial Building with agreements and covenants as follows:

Event Date: _____ Set-Up Time: _____ Event Start Time: _____ Event End Time: _____

Type of Event: _____ Number of Guests: _____

Single Event: _____ Multiple Days/Week End: _____

Lessee Individual/Group: _____

Address: _____ City: _____ State: _____ Zip: _____

Contact: _____ Phone: _____

- A signed contract, the remittance of all fees and deposit must be received to reserve event date(s).
➤ Take all steps necessary to prevent the consumption of any alcoholic beverages whether inside or on adjacent premises or the use of tobacco products inside the facility, or the future use of the premises shall be revoked and the deposit shall be forfeited to Lessor.
➤ Both the individual and/or the group, shall cooperate, one with the other, to assure that this contract shall be to the mutual benefit of all the citizens of the City of Portales and Roosevelt County, New Mexico.
➤ Cleaning must be done IMMEDIATELY after use of the facility or the deposit will be forfeited to Lessor. PLEASE READ THE CLEANING RESPONSIBILITIES provided in this contract.
➤ Individual/Group agrees, if any damage occurs, must pay the total costs of repairs necessary to restore the leased premises and contents thereof to the same comparable condition as when leased and pay reasonable attorney fees.
➤ Received and agree to the terms of the Memorial Building Policy of which I received with this contract. Initials ().

Payments should be made to the City of Portales. Cash, check are accepted here. Major credit cards are accepted at City Hall.

No refund of rental and deposit payments will be made unless written notice of cancellation is received from the lessee at least 48 hours in advance of the scheduled use.

AUDITORIUM CODE: _____ FRONT DOOR CODE: _____ MEETING RM CODE: _____

Date: _____

Acknowledged, Agreed and Authorized by Primary Contact/Lessee: _____

Acknowledged and Agreed by the City of Portales Memorial Building Staff: _____

Please initial and date the following five pages. Copies will be provided to Lessee.

CONDITIONS AND RESPONSIBILITIES OF LESSEE/GROUP

Please read the material below to make sure all parties understand the requirements of providing for everyone's safety and keeping the City of Portales Memorial Building a well maintained and safe location for future use.

The Memorial Building is a municipally owned and maintained facility for the assembly of area citizens. Individuals, firms, corporations, clubs or associations may lease the Memorial Building, or portions thereof, and shall be responsible for any damage to the building or its contents during the time it is leased. Improper use, damage or failure to observe the rules and regulations may result in criminal charges and denial of future leasing privileges.

ADMINISTRATION

The Planning Director or his/her designee shall be responsible for the administration of the rules, regulations and policies of the Memorial Building. Any decision of the Planning Director or his/her designee regarding interpretation of the rules, regulations and policies at the Memorial Building may be appealed to the City Council by filing written notice of the appeal with the City Clerk. Appeals must be filed within fifteen (15) days after the original decision. All appeals will be scheduled at a regular Portales City Council meeting for the final decision.

RESERVATIONS

Reservations for use of the Memorial Building shall be made by completing a Lease Agreement Contract through the City of Portales, Planning Department, which is located in the Memorial Building, during their normal business hours. Verbal or tentative reservations, understandings or commitments are invalid. Reservations shall be processed on a first-come, first-served basis and will not be accepted more than six months in advance unless authorized by the Planning Director/City Manager or the Policy Committee. Any person or entity who leases the Memorial Building shall assume financial responsibility for the cleanup and/or any repair of any damages to the premises that may occur during their rental period.

FREE USE PROHIBITED

The minimum actual cost of operating the Memorial Building for any and all events or attractions, except official use, have been determined and no free use thereof shall be permitted, extended, or granted to any individual, organization or group, including non-profit organizations as these organizations have a classification with a reduced rate.

DEPOSIT & PAYMENT

All fees, including deposit and rental payments shall be remitted upon acceptance of the Lease Agreement Contract. Organizations, which use the building on a regular basis, may make arrangements through the Planning Director or his/her designee for payment of rental fees on a monthly basis.

- ❖ **ADMINISTRATIVE CHARGE:** All users will be charged a \$10 fee per rental. Said fee will be placed in a fund to replace furnishings and other needed items in the Memorial Building. Monthly rentals shall only pay one admin charge per month.
- ❖ **DEPOSIT:** Users classified as B, C shall remit a refundable deposit of \$100.00 per rental. Users classified as G, D, E, F shall remit a refundable deposit in the amount of \$300.00 per rental. The City of Portales may require additional deposit for multiple day rentals. Refund of deposit will be mailed to the user on either the 10th or 25th day of the month after an inspection of the facility is done and is in satisfactory condition.

Lessee/Group Initials: _____ Date: _____

CLASSIFICATIONS

A – OFFICIAL USE: Use by the City for official purposes, City-Sponsored, or co-sponsored events. This use shall have priority over all other uses and shall include the right to pre-empt other uses upon fifteen (15) days written notice.

B – NON-PROFIT ORGANIZATIONS: Use by any non-profit organizations, such as Boy Scouts, Girl Scouts, Public Schools, School Sponsored Groups, and similar organizations that can prove they file taxes as a non-profit entity. Proof of status will be Required before rental rates are secured.

C – FUNERAL USE: Use by individuals for funeral dinner gatherings.

D – PRIVATE USE: Use by individuals, groups and/or organizations for private or public parties, including weddings, receptions, family reunions, etc., whether attendance is by invitation or open to the public.

E – DANCES/CONCERTS & PERFORMANCES: Includes any of the above classifications where dancing, performing and/or concerts are part of the scheduled activities for the event. This use does not include dance lessons or dance classes.

F – COMMERCIAL USE: Use by commercial organizations, firms, or individuals whose principal purpose is earning a profit according to the IRS definition.

RENTAL FEES:

CLASSIFICATION			AUDITORIUM/KITCHEN	MEETING RM	COUNCIL RM
A	Official Use Only	HRS			
B	Non-Profit Organizations	4/hr	\$24.00	\$20.00	
		8/hr	\$43.00	\$36.00	
		Daily	\$77.00	\$64.00	
		Wk End	\$134.00	\$112.00	
C	Funeral Use	4/hr	\$24.00	N/A	N/A
		8/hr	\$43.00	N/A	N/A
D	Private Use	4/hrs	\$56.00	\$30.00	N/A
		8/hrs	\$100.00	\$60.00	N/A
		Daily	\$179.00	\$90.00	N/A
		Wk End	\$314.00	\$157.00	N/A
E	Dances/Concerts/ Performances	4/hr	\$134.00	N/A	N/A
		8/hr	\$241.00	N/A	N/A
		Daily	\$429.00	N/A	N/A
		Wk End	\$750.00	N/A	N/A
F	Commercial Use	4/hr	\$104.00	\$88.00	N/A
		8/hr	\$187.00	\$158.00	N/A
		Daily	\$333.00	\$282.00	N/A
		Wk End	\$582.00	\$493.00	N/A

Lessee/Group Initials: _____ Date: _____

LEASE PERIODS

Rental of the Auditorium and/or Kitchen: This room rents every day of the week. All rentals for Saturday and/or Sunday will be the Daily or Week End rate *only*. Kitchen is available to Auditorium rentals, unless by Official Use.

4 hour Blocks

8:00 am – 12:00 pm
12:00 pm – 4:00 pm
4:00 pm – 8:00 pm
8:00 pm – 12:00 am

8 hour Blocks

8:00 am – 4:00 pm
4:00 pm – 12:00 am

Daily Blocks

8:00 am – 12:00 am

Week End / 2 Day Blocks

8:00 am - 12:00 am

Rental of the Meeting Room: This room rents every day of the week. All rentals for Saturday and/or Sunday will be the Daily or Week End rate *only*. This room is restricted to classifications A, B, D and F *only*.

4 hour Blocks

8:00 am – 12:00 pm
12:00 pm – 4:00 pm
4:00 pm – 8:00 pm
8:00 pm – 12:00 am

8 hour Blocks

8:00 am – 4:00 pm
4:00 pm – 12:00 am

Optional:

Daily Blocks

8:00 am – 12:00 am

Week End or 2 Day Blocks

8:00 am – 12:00 am

Use of the Council Room: This room is for Official Use only. Rental of this room is at the discretion of the Mayor and/or City Manager.

Kitchen may not be available to all rentals of the Auditorium due to Official Use.

Any use outside of these specified hours must have prior authorization of the Planning Director.

Rental times include your set-up and clean-up times.

Use of the Memorial Building does not entitle the lessee to extend electrical lines outside the building.

CODES:

A code to the keyless entry lock will be issued to the lessee/group.

CLEAN UP:

The Memorial Building is to be cleaned by the lessee IMMEDIATELY after use. This is to include sweeping floors, mopping if necessary, emptying all trash containers, replacing liners in containers (provided), sweeping/mopping, flushing toilets in restrooms and sweeping/mopping, wiping counters, cleaning stoves, microwave and refrigerator in kitchen. Minimal cleaning supplies are made available. **PLACE TABLES AS DESIGNATED, PLACE CHAIRS IN PROPER STORAGE AREA. LEAVE THE BUILDING CLEAN! MAKE SURE ALL DOORS ARE LOCKED AND LIGHTS ARE TURNED OFF!**

If the Memorial Building, or portion thereof, is found in an unsanitary or unsightly condition when the lessee and/or leasing organization enters the facility, during normal business hours the lessee and/or leasing organization shall

Lessee/Group Initials: _____ Date: _____

notify the Planning Department. If after hours, notify the Portales Police Department at 356-4404 and request that a Memorial Building employee be contacted. The appropriate City representative will then personally inspect the premises; however, if the lessee and/or leasing organization neglects to report such unsanitary or unsightly condition, lessee and/or leasing organization thereby **assumes responsibility** for all cleaning and/or damages done to the building during its use.

The entire deposit shall be forfeited if all of the building is not completely cleaned, or if any violation of any rules occur, or if there is any damage to the building. If damage repair and/or clean-up costs exceed the amount of the deposit, lessee and/or leasing organization shall be responsible and could face criminal charges. Lessee and/or leasing organization is responsible for all costs, including attorney fees, incurred by the City of Portales in the attempt to collect for damages.

SECURITY AND CHAPERONES

It shall be the responsibility of the lessee to provide adequate supervision over all activities. At least one (1) security guard is required for any event if attendance is up to fifty (50) persons. The Planning Director shall also have the discretion to determine whether or not the type of event requires security. Security guards must be licensed and bonded in the State of New Mexico or off-duty certified law enforcement officers. Any other type of security must be approved by the Portales Police Chief. Lessee must show confirmation from the security company before any reservation can be accepted.

The Planning Director, at his/her discretion, may require the use of additional security guards. The lessee will be responsible for paying for the services of said additional security personnel. The Portales Police Department is notified about the schedule of events and name of responsible party on a weekly basis.

Disturbances will not be allowed or permitted at the Memorial Building. A disturbance shall include any physical alterations, including any fights, batteries, assaults, any disturbances of the peace, any physical damage or destruction to real or personal property, whether it belongs to the City as part of the Memorial Building, or ~~its~~ private property of individuals attending or participating at the event, or any other breach of the peace. If a disturbance does occur, the Portales Police Department may order the building closed and/or the event terminated and/or may order everyone, or certain individuals to leave the premises. In the event of a disturbance and/or closure by the Portales Police Department, the City shall retain the deposit. Any costs incurred by the City shall be the responsibility of the lessee and/or leasing organization.

INSURANCE

The City of Portales may require the lessee to provide insurance before the reservation can be accepted.

ALCOHOLIC BEVERAGES/TOBACCO USE

The possession and/or consumption of any alcoholic beverages at the Memorial Building, or on City property or premises, (i.e. parking lot, inside the building, patio area, parks) including beer, wine, and hard liquor are **PROHIBITED**. If during the inspection of the premises, any evidence of the consumption of alcoholic beverages is found, the lessee shall be held responsible and the deposit shall be forfeited. In addition, lessee and/or leasing organization shall be suspended from future use of the Memorial Building and may be subject to prosecution according to the law. Lessee and/or leasing organization may apply for reinstatement to the City Council.

The Memorial Building and its premises is a smoke free facility and smoking is only permitted outside, twenty five (25) feet from any entrance to the building.

LIABILITY

The City of Portales shall *not* be responsible, liable or accountable for any property or articles that are lost, stolen or damaged or left on the premises, nor for any damage to any personal property or individual(s) during any period of time the Memorial Building is being used, or the result of any incident that occurs on the premises.

Lessee/Group Initials: _____

Date: _____

MISCELLANEOUS

- ❖ The use of nails, screws, thumbtacks, and glue is **FORBIDDEN** on walls, floors, or ceilings.
- ❖ The use of crepe paper is **FORBIDDEN**.
- ❖ The application of any substance to the floors must have the prior written approval of the Planning Director and/or his/her designee.
- ❖ Lessee must provide his/her own set-up and take down of equipment ~~used~~.
- ❖ Building may not be used for regularly scheduled church services for more than a four-week period.

REFUSAL

The City, acting through the Planning Director or his/her designee, subject to review by the City Council, reserves the right to refuse the use of the Memorial Building or any part thereof, to any event, program or production which is wholly without social and redeeming value or is likely to cause damage to the building.

AFTER HOURS

In the event that you may need assistance after hours, contact the Portales Police Department at 575-356-4404, use the Communications option. They will contact the appropriate city employee to assist you.

In case of an emergency dial 911.

Revised 04/2015

Lessee/Group Initials: _____ Date: _____