

Facility Rental Application and Agreement

The Village of Fort Sumner has the exclusive right to contract for use of the Facilities. Individuals or entities entering a rental agreement with the Village for use of Facilities (the "Renter") shall comply with and ensure all guests of the individual or entity comply with the following minimum requirements:

USAGE

The Facilities are provided for general usage. The Village reserves the right to have final approval on all activities or events scheduled at the Facilities. The Village reserves the right to designate hours that the Facilities are available for use and to remove any person or group failing to comply with the Rules. The Village reserves the right to require security is provided at the renter's or user's expense.

CONDITIONS FOR USE

As a condition of use, the Renter shall be responsible for designating a responsible person(s) to supervise the Facilities rented and all persons permitted by Renter to be within the Facilities to adequately ensure:

- Supervision of any and all activities and guests of Renter.
- Before leaving the Facilities, ensure that all guests, members, renter's employees, supervisors, staff, invitees and attendees that do not have special additional right to continue to use the Facilities, leave after each use.
- Reservations are on a first come first serve basis.
- The Village use has priority as well as the right to refuse the use of facility.
- The Village reserves the right, to cancel the use of the Community House and or to substitute facilities.
- Rules and regulations for the Facilities are enforced as to any and all guests, members, renters' employees, supervisors, staff, invitees, or attendees of the Renter and any uncooperative persons or persons conducting themselves in a disruptive manner are removed from the premises immediately.
- Qualified personnel examine and inspect the Facilities and adjacent areas to be utilized for any premises defects, hazards or circumstances that may cause injury or are incompatible with the scheduled use of the Facilities prior to each use.
- Notify The Village, or designee, of the Village verbally and in writing of any premise defect, hazard or hazardous condition or circumstances identified.
- No business is engaged in or at the Facilities or performed in conjunction with Renter's use that is a violation of an existing State, Federal Law or municipal ordinance or use the same in such a manner as to constitute a nuisance.
- No conveyance, assignment or other subcontracting of the Facilities is made to any person or entity without the express, written agreement of the Village.
- Not permit, suffer or allow any activities of the Renter, Renter's employees, members or guests to interfere with any other Facilities or users of other portions of the Facilities not rented by the Renter.
- **No materials, chemicals or substances, etc. shall be permitted on the floor of community house.**
IE: glitter, sawdust, wax, water, cleaners, powder(s), polishes, corn meal, rice, or other substances.

(CONDITIONS FOR USE Cont.)

- Not permit any construction or alteration of any buildings or facilities which has not been expressly approved by the Village.
 - Absolutely no decorations are to be placed on walls or ceilings. (This causes damage to walls and ceilings)
 - Do not scoot furniture across the floors, Pick up and carry.
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ALCOHOL

The Village of Fort Sumner does not approve or permit any use of Alcohol or alcoholic beverages at, in or on any Village facilities or properties.

Use of any alcohol will forfeit the use of the facility as well as the \$200.00 deposit immediately.

- No sales of alcoholic beverages are permitted on, in or at the Facilities.
- No Minors and/or adults shall not be permitted, under any circumstances to consume alcohol on Village premises or facilities.
- Renter shall be held accountable for any act resulting from the consumption of alcohol on the premises or the Facilities rented.

FEES

- Individuals or groups wishing to use the Community House must schedule with City Hall and place a \$100.00 rental fee to hold the date and complete an application. If Renter would like to Decorate on the day prior to the date of use a second \$100.00 fee applies. Rental hours are for the day of use only.
- A \$200.00 deposit is required to be deposited at City Hall prior to any use.
- Additional charges will be assessed after a Walk-through by Village staff should there be any damages or any additional cleanup. A rental agreement/walk-through sheet must be used.

FAILURE to comply with policy and or rules will result in termination of use of the facilities.

Renter/Applicant

Date

Witness

Date

VILLAGE OF FORT SUMNER
PO BOX 180
FORT SUMNER NM 88119
TEL: 575-355-2401 - FAX: 575-355-7941

APPLICATION FOR COMMUNITY HOUSE

(Please Print)

Applicant: _____

Organization: _____

Purpose: _____

Address: _____ City _____ State ____ Zip _____

Phone Number: (Work) _____ (Home) _____ (Cell) _____

Requested Date: _____ Requested Time: _____ AM ☐ PM ☐

Date: _____ Staff: _____

I have read the "Facility Rental Application and Agreement", and I agree to abide by its rules and regulations and take responsibility for any and all damages to equipment, furniture and/or facilities during my scheduled use of the facility. I agree to indemnify and hold harmless the Village and all its officers, employees, and agents from any and all claims, demands, suits, cause of action or judgments, and any person may have as a result of any incident while utilizing the Facility.

I hereby make application for use of the Community House and certify that the information given is correct.



Applicant: _____ Date: _____

RETURN KEY TO CITY HALL ON THE NEXT BUSINESS DAY WITH "WALK-THROUGH INSPECTION"

VILLAGE OF FORT SUMNER
PO BOX 180
FORT SUMNER NM 88119
TEL: 575-355-2401- FAX: 575-355-7941

LIABILITY RELEASE FORM
For Use of Facilities in Village of Fort Sumner

In consideration for being allowed by the Village of Fort Sumner, to use its facilities at
137 East Baker Hill, Fort Sumner NM (Community House) ("Facilities"),

I, _____, being 18 years of age or older, do hereby release, forever discharge and agree to hold harmless the Village and the officers and employees thereof any and all liability, including the Village's own negligence, for claims or demands of any kind or nature for personal injury, sickness, or death as well as property damage and expenses, which may be incurred by me and/or my guests while participating in the use of the Facilities described above.

Furthermore, I hereby assume all risk of personal injury, sickness, death, damage and expense as a result of participation in the use of the Facilities. I understand that there are risks associated with it, both known, and unknown, and I freely accept those risks. Village is not advising me on the use of said Facilities and I know I should consult with any appropriate individuals as I deem necessary.

I further hereby agree to hold harmless and indemnify said Village, its officers, employees and agents, for any liability sustained by said Village as the result of any acts or omissions of mine, whether negligent, willful or intentional, including expenses incurred attendant thereto caused by or from my use of said Facilities.

The undersigned understands that the Village does not make any representation or warranties as to the fitness for use of the Facilities and the undersigned, on behalf of themselves and/or for their guests assures all risks, whether known or unknown arising from the use of the Facilities.

I assume financial responsibility for damage to the facility and/or furnishings occurring during my scheduled rental and/or use.

Name

Date

Witness

Date

COMMUNITY HOUSE RENTAL
575 355 2401
Community House Rental Fee \$100.00 a day with a \$200.00 Deposit.
Additional day rental is \$100.00

☐ Facility Rental Application and Agreement has been filled out and signed.

PRE POST

- ☐ ☐ 1. ABSOLUTELY NO DECORATIONS ARE TO BE PLACED ON WALLS OR CEILINGS!
- ☐ ☐ 2. DO NOT SCOOT FURNITURE ACROSS BALLROOM FLOOR. Pick up and carry. Do not scratch floors.
- ☐ ☐ 3. WARNING – NEW TABLES ARE EXTREMELY HEAVY. (MAKE SURE YOU HAVE 2 OR MORE HELPING WITH THE TABLES.
- ☐ ☐ 4. Clean off tabletops and chair seats, with soap and water. (Tables and chairs are not to go outside the building.)
- ☐ ☐ 5. Stack chairs against the wall, not more than 3 chairs high.
- ☐ ☐ 6. Take all trash to outside incinerator. Do not burn.
- ☐ ☐ 7. Sweep and mop all floors. (Brooms and mops in room off kitchen.)
- ☐ ☐ 8. Clean restrooms. BE SURE COMMODOES ARE NOT CLOGGED OR RUNNING.
- ☐ ☐ 9. Turn lights off. Set heater to 55, or turn off air conditioner.
- ☐ ☐ 10. Clean Kitchen, Clean stovetops, ovens and refrigerator.
- ☐ ☐ 11. Clean up grounds, parking lots including pool parking lots, if used.
- ☐ ☐ 12. To properly use the evaporative air conditioner, you will need to open a few windows. BE SURE TO CLOSE ALL WINDOWS.
- ☐ ☐ 13. Any damage to blinds, chairs, tables, windows, or any part of the structure will forfeit your \$200.00 DEPOSIT and you will be responsible for the cost of replacement.
- ☐ ☐ 14. HAVE A RESPONSIBLE ADULT MAKE A PRE AND POST FINAL CHECK AND INITIAL EACH.
- ☐ ☐ 15. LEAVE THE COMMUNITY HOUSE JUST AS YOU FOUND IT.
- ☐ ☐ 16. Call 575-355-2405 if you have any problems during the rental, 575-355-2401, to make an appointment with a City Employee for Final check of the facilities

I understand the rules and regulations listed above. I also understand that I will be liable for any and all damages to the building and/or furnishings during my rental. By signing this document, I agree to abide by the above listed rules. I also understand that if the above conditions are not met, I will forfeit my \$200.00 and will also be liable for further fines and or repairs or replacements if any.

☐ Deposit of \$200.00

RENTER

DATE OF RENTAL

Renter Pre inspection of community house.

City Employee, Pre inspection of community house

All is good. _____ (initial)

All is good _____ (INITIAL)

NOTES//COMMENTS: _____

Clear for Deposit return:

CITY EMPLOYEE _____

DEPOSIT RETURNED: _____

RENTER

CITY EMPLOYEE

DATE