



# VILLAGE OF CORRALES

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## Rental Agreement for Corrales Sites and Facilities

Name of Applicant:			
Organization or Individual:			
Day(s)/Date(s):		Time of Use:	
Facility Requested:			
Type of Event:		Open to Public <input type="checkbox"/>	Private <input type="checkbox"/>
Anticipated Numbers of People:		If OVER 200 people additional approval required... See below	
If Over 200 People Approval Required From:	P&R Commission <input type="checkbox"/>	Governing Body <input type="checkbox"/>	
Group Status:	Non-profit <input type="checkbox"/>	Business <input type="checkbox"/>	Government <input type="checkbox"/> Private <input type="checkbox"/>

I recognize that the Village of Corrales, its co-sponsors, other entities, their employees or agents assume no responsibility for any individuals using the facility during the time frame described above. I will assume all risks that arise from this rental. I hereby waive any claims against the Village, its co-sponsors, departments, officers, employees or agents for any injuries or losses that arise from this rental. I acknowledge I retain the right to assess any claims that arise from the gross negligence or gross misconduct of the Village of Corrales or any co-sponsoring entities, their officers, employees, or agents. This form complies with all state, federal and/or local requirements.

As a general statement of policy, groups may use desired facilities on a rental basis providing that, such activities are consistent with the general activities of the facility and according to the availability of the facility. Use of all Village-owned parks and facilities will be granted through the individual Department overseeing the facility. In addition, if the EVENT will have over 200 in attendance the EVENT must have final approval from the Governing Body. Priority of use will be given to programs directly sponsored or co-sponsored by the Village of Corrales; other Village government agencies will have the next priority for use of all facilities and parks.

- A. Non-Discrimination Compliance: Facility users will not discriminate against any person or deny access to or participation in any program contemplated by this policy, or in any facility used in connection therewith, on the basis of race, national origin, age, gender, sexual orientation, or disability.
- B. Insurance: The Village requires users of Village-owned facilities for special requests, one-time events, athletic leagues, tournament play, and recreational programs provide proof of liability insurance to cover such use of the facility, with the Village of Corrales named as additional insured on the policy. Staff may determine if insurance is necessary. The proof of insurance will be forwarded to the Department Liaison no later than ten (10) working days prior to the start of the use of the facility. The amount of insurance shall coincide with the Tort Claims caps found in NMSA 1978, Section 41-4-19 (1976).
- C. Liability: Any user of Village facilities shall be solely responsible for any and all liability arising from personal injury, including death or damage to property, arising from any act or failure to act of the user or any of user's officials, agents, or employees, and user agrees to release, indemnify, and hold harmless the Village from any and all such liability. The liability of the Village shall be subject to the immunities and limitations of the Tort Claims Act, Section 41-4-1 ET. Seq. NMSA 1978, and of any amendment thereto.
- D. If the Village, in its sole discretion, determines that additional supervision is needed for any activity, the cost of providing extra personnel for supervision will be added to the rental fee.
- E. For all usage groups, staff charges will not be billed if the activity is held when a regularly scheduled staff member is on-duty. Fees may also be waived if suitable arrangements are made before the rental.
- F. The cost for additional staff services is not included in the base rental fee and shall be added to the rental in the following situations:
1. If a staff person must set-up or breakdown a facility.
  2. If the staff member must perform extra work, such as resetting the room, re-cleaning of the previously clean facility, etc., the staff member will be compensated for the extra work at one and one-half times the hourly rate for the number of extra hours worked by the staff member, but in no event for less than two hours.

3. The presence of a staff member may be required whenever a building is open for use. The same staff member may service two (or more) different group's uses of the facility. In this case, the staff charge will be equally divided among all groups using the facility.
- G. A cash deposit may be required if it is deemed to be in the best interest of the Village. The deposit, less payment for damage done beyond normal wear and tear will be refunded within thirty (30) days. If a deposit is required, it shall be \$50.00 and may be increased depending upon the magnitude of the use.
- H. The rental fee only covers the use of the facility. Any equipment needed is the responsibility of the renters unless prior arrangements have been made.
- I. Official representatives and signers of permits are held responsible for the care of the facilities, the control of all participants, spectators, etc., and the payment of all applicable charges.
1. Renters must be present for the entire activity and be responsible for the decorum of those present.
  2. Renters will comply with the requests of a Village employee in charge of the use of the facilities and equipment to ensure compliance with applicable laws, regulations and rules.
  3. Renters will be responsible for providing Security protection as may be appropriate. Renters are also responsible for abiding by all Federal, State, County and local laws and regulations.
  4. Renters may not make any alterations to electrical, permanent structures, or any equipment. Nothing shall be affixed to walls or furniture, which may mar or damage the structures. No furniture or equipment may be moved without prior consent of authorized Village employees. Any equipment, furniture, etc. must be returned to its prior place, position, etc. before the facility is vacated.
  5. Renters may not allow alcohol, drugs or cigarettes to be used on the premises unless special permits are obtained. No animals will be allowed without prior approval.
  6. Section 24-8 allows the Police to have authority to remove uninvited intruders from the permitted area of use.
  7. Renters agree to hold the Village of Corrales and its employees harmless against any claims of loss or damage to property of permit holders and guests on Village premises.
  8. Renters agree to abide by the requirements of the Americans with Disabilities Act and not discriminate on the basis of disability.
  9. Refunds will only be given upon a two-week written notice or scheduling conflicts as a result of the Village of Corrales.
  10. Renters assume all responsibility in cleaning the facility/grounds after using it.
- J. If an admission fee is charged, a minimum percentage of 10% of the gross collected at the gate, or a flat fee, may be collected in addition to other charges. The collection from the gate must be presented to the Village and collection of the fees needs to be paid within a week after the event.
- K. Security may be required for the scheduled activity. If required, security plans must be approved by the Police Department.

Responsible/Contact Person (please print): \_\_\_\_\_ Date: \_\_\_\_\_

Street Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone Numbers: Home: \_\_\_\_\_

Office: \_\_\_\_\_

Mobile/Cell: \_\_\_\_\_

E-mail: \_\_\_\_\_

I, \_\_\_\_\_, understand and will comply with the rules above.

Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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#### OFFICE USE ONLY

Total Rental Fee: \_\_\_\_\_ Receipt No.: \_\_\_\_\_

Cash ☐ Credit Card ☐ Check #: \_\_\_\_\_ Received by: \_\_\_\_\_

The holder of this permit has received permission for sole use of the facilities, parameters outlined above.

Authorized by: \_\_\_\_\_ Date: \_\_\_\_\_

Permit Given: \_\_\_\_\_ Category: \_\_\_\_\_

Reservation made: \_\_\_\_\_



## Rental Requirements and Fees for Village of Corrales Sites and Facilities

Rentals are defined as the leasing of identified facilities and sites, for groups or individuals exclusive use when participation rates are no more than 200 users. User groups for the Recreation Center or a park with more than 200 participants **must** have approval of the Village Council and the Parks and Recreation Commission. The Community Center **may not** be rented for groups larger than 50 participants.

Non-renter user groups are those whose organizations contribute directly to the operational program of a facility or a department financially, materially, or with volunteers. The yearly amount of contributions is to be determined and contracted by the appropriate Department Supervisor or designee.

**All facilities will be opened and locked by Village Staff. Available hours are 5:30 am to 10:00 pm.**

**"A"** users are organizations that provide a community service and/or are 501-C3 nonprofit (proof of 501-C3 must be provided).

**"B"** users are those organizations designated as typically charging an entry fee or Village property to make a profit. **"B"** users will be allowed to use the facility only if the desired use of the facility is approved by the appropriate Department staff or designee (and if anticipated participation exceeds 200 participants with the Parks and Recreation Commission and the Village Council approval).

**"C"** users are groups that use facilities for private purposes.

### Rental Rates for Facilities and Sites

The following rates are designated for the outlined periods of time. Exceptions may apply. These are the minimum rates to be charged. If a facility or site is to be used for a longer period of time, then a rental agreement will be adjusted to reflect the additional use and time. Fees were developed after a comparison to other municipal facilities and parks in the Albuquerque metropolitan area.

There is an **eight (8) day** advance reservation on all rentals.

Location	Users		
	A"	"B"	"C"
• Swimming Pool--\$150 for 60 people. \$10 every additional 30 people for 2 hours.			
• Gymnasium—168 participants max (per Hour)	\$25	\$100	\$50
• Top Form Arena--\$40 holding fee Includes 2 hour arena use. \$10.00 per hour for each additional hour.			
• Community Center (per hour)	\$10	\$50	\$20
• Senior Center (per hour)	\$10	\$50	\$20
• Concession Stand (per hour)	10% of profits	—all users	
• Liam's Pond (per hour)	15	\$50	\$20
• Parks: LA Entrada or Sale (per hour)	\$15	\$50	\$20
• Jones Field (per hour per acre)	15	\$50	\$20

### Other Fees when Applicable

Clean-up Fees	\$50 to \$250 depending upon event (may be refundable)
Electricity Fees	\$20 per hour
Grill Rental	\$20 per day
Tables and Chairs	\$5 per table/\$.25 per chair
Volleyball Nets	\$15 per net per day
Bathroom Facilities (Recreation Center Only)	Based on event