

**Curry County Special Events Center User Agreement  
For Non Profit Organizations**

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between Curry County hereinafter referred to as County, and

\_\_\_\_\_  
Name of corporation, organization, or individual, hereinafter called LESSEE and Designated Rep.

\_\_\_\_\_  
Address, E-mail, Phone & Fax Nos.

\_\_\_\_\_  
Type of Event and/or proposed use and Date(s) of Use

The following rates have been approved by the Curry County Commission for the Special Event Center. Applicant must check each box that is applicable to its use of the Special Event Center. All rental fees must be paid in full by check or money order no later than thirty (30) days prior to the event. Sums not paid within thirty (30) days of the date due will be charged a \$5.00 per day late fee.

<u>For Non-Profit Costs</u>		<u>Amount</u>
* * Rent for Arena	Per Day	\$1,000.00 <input type="checkbox"/>
	Less than four (4) hours, with additional charge of \$100.00 per hour up to six (6)	500.00 <input type="checkbox"/>
* Concert		1,800.00 <input type="checkbox"/>
Religious Functions		1,000.00 <input type="checkbox"/>
Banquets	Without Dance	500.00 <input type="checkbox"/>
	With Dance	800.00 <input type="checkbox"/>
Cleaning Deposit	Kitchen & Concession	150.00 <input type="checkbox"/>
	Arena	500.00 <input type="checkbox"/>
Chairs Each	Cost \$0.50/each (Included in concert cost) Qty _____ ea x \$0.50	_____
Tables	Cost \$5.00/each Qty _____ ea x \$5.00	_____
Tractor w/plow	Cost \$25.00 per hour (min. 1 hr) Qty _____ hrs x \$25.00	_____
Water Truck & Driver	Cost \$30.00 per hour (min. 1 hr) Qty _____ hrs x \$30.00	_____
Security, if required	Cost \$35.00 per Deputy per hour Qty _____ hrs x \$35.00	_____
<b>TOTAL:</b>		<b>\$ _____</b>

All events are to terminate, and the County property is to be cleaned and vacated by no later than 12:00 p.m. on each day of use. Unless prior arrangements are made, users will be charged an additional fee of \$200.00 per hour for each and every hour past midnight that the facility is not cleaned and/or vacated.

\* If the facility is rented for multiple days for concerts and, there will be no additional set-up work, take-down or similar work required, the rent for the second day shall be reduced by \$200.00, and for each additional consecutive day shall be reduced by another \$200.00. In no event shall the rent per day be reduced below \$1,000.00 per day.

\*\* If the Arena is rented for multiple days and there will be no additional set-up work, take down or similar work required, the rent for the second day and subsequent days shall not be below \$800.00.

\_\_\_\_\_ If lessee wishes or desires to have alcoholic beverages served or provided during the event, the lessee must initial on this line. By initialing on this line, lessee agrees to execute Curry County Alcohol Use Agreement and to comply with all terms and conditions set forth therein.

If lessee wishes or desires to use additional facilities on the Curry County Fairgrounds for the same event/day, lessee shall receive a 20% discount on said other facilities on executing a Curry County Fairgrounds Facility User Agreement.

A rental deposit shall be required upon execution of this agreement. The amount of the deposit shall be 25% of the total rental payment of the special events center. If the promoter cancels the event no later than 45 days prior to the event, deposit will be refunded by County within 30 days. After 45 days the deposit will not be refunded. In addition, Lessee agrees to pay County a \$500.00 cleanup/damage deposit in the form of check or money order for lease of the Curry County Event Center and \$150.00 for the concession stand. **\$100.00 of this fee shall be paid at the time of signing this contract and is non-refundable if the event is canceled within 30 days of the event.** The remainder is due and payable no later than 10 days before the event.

Lessee shall provide to the 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). Applications are available at the Curry County Fairgrounds office.

**Failure to comply with these requirements will result in this agreement being automatically terminated and canceled.**

## Conditions That Apply to All Users

- 1) The cleanup/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. County has thirty (30) days after the event to determine the amount of the appropriate refund, if any. The Curry County Event Center manager or designee will be the sole authority to determine the appropriate refund.
- 2) The following is a list of prices Lessee will be charged for any unclean condition or damage to the facilities in addition to \$20 per hour labor fees: (Other charges may be made against Lessee as appropriate.)

Lost/Copied Key	Replacement cost of related keys & locks
Dirty/Damaged Building	Actual cleaning/repair costs
Damaged/Missing Tables	Replacement cost
Damaged/Missing Chairs	Replacement cost
Unclean Bathroom	\$50 per bathroom
Parking Lot	\$50 for trash/broken bottles
- 3) **No horses, cattle, livestock or other animals of any type, except dogs that assist the handicapped, will be allowed in, on, or upon any portion of the Event Center other than the arena floor. Unless arrangements have been for an agility or Dog Show with Management, the dogs must be on leash and constrained.**
- 4) County has obtained a governmental license permit for the Curry County Special Events Center. Alcoholic beverages are available at any performance if Lessee requests the same. If alcoholic beverages are sold and/or dispensed, Lessee shall insure that all persons consume said alcohol in a responsible manner and public intoxication shall not be allowed.
- 5) 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 Event Center Manager with the approval of the Fire Marshal.
- 6) 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.
- 7) Lessee shall be responsible for enforcing all aspects of County's smoking policy.
- 8) County will not be responsible for art objects, paintings, sculptures, furniture, musical instruments, stock or any other property belonging 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.
- 9) Lessee shall obtain all permits and/or licenses required by law, ordinances or regulation.
- 10) No flammable materials, such as bunting, tissue paper, crepe paper, etc., will be permitted to be used for decoration; and 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 Event Center 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. All firearms and weapons used, demonstrated, discharged or for decoration must be approved by the Event Center Manager.
- 11) 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; and neither the County nor any of its officers, agents or employees shall be liable to Lessee for any damages that may be sustained by Lessee through the exercise of such right.

- 12) County, as such reasonable time, or times as it may deem appropriate, may announce, describe and advertise over the sound system in the premises, including without limitation, announcements, descriptions and advertisements concerning other or future events being held or to be held in the premises in other parts of the County Event Center or elsewhere. County may use the sound system and display advertising in the premises in any manner which is desirable or appropriate, provided that such announcements, descriptions and advertisements used do not disrupt or interfere with the event of Lessee.
- 13) The sponsor of an event shall receive permission from the Events Center Manager prior to attaching banners or decorations to any of County's Events Center.
- 14) Subject to the provisions of this paragraph, Lessee may make mention or reference to the County Event Center's name or County Event Center buildings in any advertisement, motion picture, television, tape recording or other matter circulated, published or caused to be circulated or published by Lessee provided that upon written notification to the Lessee by the County that such permission is withdrawn, the Lessee shall refrain from and discontinue such circulation or publication immediately and shall continue to refrain from further making such reference until such time permission is again granted by the County in writing.
- 15) Lessee agrees to assume all costs, expenses and/or damages arising from the use of patented, trade marked or copyrighted materials, equipment, devices, processes or dramatic rights used on or incorporated in the conduct of said events; Lessee agrees to indemnify and hold harmless the County from all damage, cost and expense and/or equity for or on account of the use of any patent, trademark or copyrighted materials, equipment, devices, process or dramatic rights furnished or used by the Lessee or its contestants and exhibitors, in connection with this agreement.
- 16) County reserves the right to charge the Lessee, at its cost, for the removal of unusual amounts of rubbish, scrap paper, lumber or other material(s) and Lessee agrees to pay for the same.
- 17) Lessee certifies and warrants that all copyrighted material it may use has been duly licensed or authorized by the copyright owners or their representative(s) and agrees to indemnify and hold the County harmless from any and all claims, losses or expenses incurred with regard to alleged copyright infringement or violations of the Federal Copyright Act arising from Lessee's use of County's Event Center.
- 18) New Mexico Environmental Department permits shall be required for all concessions. Pull-in concessions must be inspected and approved by both the New Mexico Environmental Department and the New Mexico State Building Inspector for health standards and propane bottles. Lessee must obtain approval from Events Center Manager.
- 19) In the event a problem arises, the promoter and/or representative of the event shall first notify the management and/or staff of the County's Event Center. County Event's Center management and/or staff shall have complete authority and control of all facilities during the operation of any event.
- 20) No explosive devise shall be allowed in any facility owned by Curry County.
- 21) The arena must be cleared of participants within one (1) hour of the conclusion of an event, with the exception of concerts unless other arrangements have been made with the Events Center Manager.
- 22) No additional sand, dirt, sawdust or other material shall be added to the arena floor without prior approval of the Events Center Manager and without Lessee's written assurance regarding removal of the same.
- 23) Only County personnel will be allowed in restricted areas of the facility to operate County owned equipment.

- 24) County will not be responsible for the storing of any materials or equipment left on the grounds.
- 25) Livestock shall not be fed nor be allowed to remain overnight in the Events Center.
- 26) No horse shoeing, trimming or grooming will be allowed in the Events Center.
- 27) Livestock shall not be allowed to enter through the front lobby of the Events Center.
- 28) In the event suit or action is instituted by Curry County to enforce compliance with this agreement, Curry County shall be entitled, in addition to all costs and disbursements, to a reasonable sum for attorney's fees, and any and all suits shall be filed in Curry County.

By signing this agreement, Lessee hereby binds itself to the terms and conditions set forth above.

\_\_\_\_\_  
LESSEE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Curry County Official

\_\_\_\_\_  
Date