

GRANT COUNTY VETERAN'S MEMORIAL CONFERENCE CENTER RENTAL PROCEDURES

The Request for Use of Facilities Form: The Grant County Veteran's Business & Conference Center upon, receiving a request to use the Conference Center facilities, shall provide the requesting entity or individual with a Request for Use of Facilities Form.

The Request for Use of Facilities Form shall be completed by the requesting person or entity and submitted to the Conference Center Management Office at least thirty (30) days prior to the date of desired use. A representative of the requesting entity who is at least twenty- one (21) years of age and legally authorized to obligate the entity must sign the request.

The Request for Use of Facilities Form must be accompanied by a program or description of the events (including move-in and move-out times and floor plans, if appropriate).

Insurance: Some events or activities may require the renter to independently obtain liability insurance if the renter does not already have liability insurance. Due to the wide variety of events that could be held at the facility, the determination of whether liability insurance will be required must be made on a case-by-case basis by the County Conference Center Management Company...

Return all forms to:

Conference Center Manager
3031 Highway I80 East
Silver City, New Mexico 88061

Or Mail to:

Conference Center/ Chamber of Commerce Manager
Post Office Box 1028
Silver City, New Mexico 88062-1028

Lease and Deposits: Upon receipt of the completed Request for Use of Facilities Form, the Conference Center Manager will notify the requesting entity of the decision to allow or disallow the use of the facilities requested and provide a completed Grant County Veteran's Memorial Conference Center Lease to the requesting entity.

The facilities will not be obligated until the lease is completed and signed by both parties and all required deposits are provided to the Conference Center Manager.

The Grant County Veteran's Memorial Conference Center is currently managed by the Silver City Grant County Chamber of Commerce. The Conference Center is typically open Monday – Friday from 9:00 am to 5:00 pm. The office phone number is (575) 538- 3785.

Provide a copy of this form along with the Request for Use of Facilities Form

EXHIBIT E

REQUEST FOR USE OF FACILITIES FORM

Name _____ (Name of organization or individual requesting the facility)

Address _____ Contact Phone Number _____

_____ Contact Name _____

(Please print legibly)

Choose type(s) of space being requested:

ROOM

- ☐ # 132 Large Event Room (6642 sq. ft.)
- ☐ # 107 Small Event Room (3990 sq. ft.)
- ☐ # 105 Office Room
- ☐ # 106 Conference Room
- ☐ # 110 Studio Room (1044 sq. ft.)
- ☐ # 111 Archery Room (3040 sq. ft.)
- ☐ # 114 Training/Meeting Room (1015 sq. ft.)
- ☐ # 116 Training/Meeting Room (1015 sq. ft.)
- ☐ # 115 Training/Meeting Room (1015 sq. ft.)
- ☐ # 117 Training/Meeting Room (1015 sq. ft.)

ROOM

- ☐ # 114 & 116 Training/Meeting -2 rooms total rental
- ☐ # 117 & 115 Training/Meeting -2 rooms total rental
- ☐ # 127 Multipurpose Room (928 sq. ft.)
- ☐ #135 Training/Meeting Room (952 sq. ft.)
- ☐ Outdoor Patio (1904 sq. ft.)
- ☐ # 133 Kitchen
- ☐ ENTIRE FACILITY

Date(s) Requested: _____

Beginning and End Times of Day/Night Required for Rental _____

Estimated Number of Participants: _____

Please describe the purpose of your facility usage: _____

I, _____, certify that I am at least twenty-one (21) years of age and am legally authorized to obligate the requesting entity.

RESPONSIBLE PARTY SIGNATURE: _____ DATE: _____

Approved by : _____ (Conference Center Management)

Date: _____

This form is not a lease and the facilities will not be obligated until a lease is completed and signed by both parties, and all required forms and deposits are provided by the Conference Center Manager.

**GRANT COUNTY VETERANS
MEMORIAL CONFERENCE CENTER LEASE**

(To be completed upon approval of Request for Use Form)

THIS LEASE, dated _____, is between the County of Grant, New Mexico, acting through its Manager of the Center, ("Lessor") and _____ ("User").

I - LEASED PREMISES

Lessor grants and User accepts, under the terms and conditions of this Lease, a right for User to use and occupy the following space and portion of the Center (the "Leased Premises"): _____

II - PURPOSE AND TIME OF USE

The Leased Premises are to be rented and used for the purpose of _____ and for no other purpose unless Lessor consents in writing, for a term of use commencing at _____ a.m./p.m. on the _____ day of _____, 20__ ("Beginning Time") until _____ a.m./p.m. on the _____ day of _____, 20__ ("Ending Time").

User shall also have access to the Leased Premises for one hour before the Beginning Time and after the Ending Time for the sole purpose of putting in equipment, preparing the premises and equipment of use, and packing up and removing equipment afterwards. If User has not vacated the facility, including the removal of equipment, decorations, and cleaning, within in one hour after the Ending Time, User shall be required to pay all Lessor's expenses resulting from the overrun, as are determined by the Lessor.

III - PAYMENTS TO LESSOR

DEPOSIT FOR DAMAGE, CLEANING AND OVERTIME: User will deposit with Lessor, upon signing of this lease a cleaning/damage/overtime deposit, out of which Lessor may deduct the cost of repair, cleaning necessitated by User's activities, overtime use, or any combination of these. The balance remaining after deduction of these costs (if any) will be returned to User.

RENTAL FEES: Upon the signing of this Lease, User will pay to Lessor 50% of the rental fee as a deposit to confirm User's intention to use the Premises. This deposit will be credited toward the rental fee and is not refundable, even if the event is canceled. The balance of the rental fee is due thirty (30) days prior to the event. All money payable to Lessor under this Lease shall be payable without demand to Grant County Veterans Memorial Conference Center at 3031 Hwy 180 East, Silver City, New Mexico 88061. Checks are to be made payable to the County of Grant.

AMOUNTS DUE: User shall pay to Lessor for the use of the Premises, in accordance with the Room Rental Rate Schedule attached and designated as the following:

Leased Premises (room):	Rental Fee:	Number of Full Days:	Number of Half Days:	Total:
	\$			\$
	\$			\$
	\$			\$
	\$			\$
Subtotal:				\$
Cleaning/Damage Deposit:				\$
Grand Total:*				\$

DEPOSITS DUE AT TIME OF SIGNING LEASE: \$ _____.

BALANCE DUE THIRTY (30) DAYS BEFORE EVENT: \$ _____.

*Changes to the approved arrangements made within 48 hours of the event are subject to additional charges in accordance with the Room Rate Schedule.

IV - OTHER TERMS AND CONDITIONS

All exhibits and other documents marked below are made a part of this Lease, and any and all ordinances and resolutions of the County of Grant relating to the use or occupation of space in the Premises are made a part of this Agreement (Lessor check all that apply).

- | | |
|--|---|
| <input type="checkbox"/> Standard Terms and Conditions of Lease, Exhibit A | <input type="checkbox"/> Approved Request for Use of Facilities Form, Exhibit E |
| <input type="checkbox"/> General Facility Use Rules, Exhibit B | <input type="checkbox"/> Proof of Insurance |
| <input type="checkbox"/> Exhibit and Trade Show Regulations, Exhibit C | <input type="checkbox"/> _____ |
| <input type="checkbox"/> Room Rates and Fees Schedule, Exhibit D | <input type="checkbox"/> _____ |

This lease shall not be effective until signed by User and returned to the Lessor, along with all deposits required herein.

EXECUTED as of the first date mentioned above.

COUNTY OF GRANT, LESSOR:

USER:

By: _____
Print Name

By: _____
Print Name

Signature

Signature

EXHIBIT A
STANDARD TERMS AND CONDITIONS OF LEASE

1. User shall not bring or permit anyone to bring into or keep in the Center anything that will increase the fire hazard or the rate of insurance on the Premises or any property inside. User shall not bring or permit any person to bring into the Premises any animals or property to be stored or displayed except a) as permitted in this lease, or b) as the Manager may consent. Decorations and their location are only permitted as approved by the Manager. Lessor reserves the right at any time to require the User to remove from the Premises any animals, furniture, fixtures, wiring, exhibits or other things placed or permitted to be placed by User without such consent and to terminate this contract without notice or damage. _____ int.
2. User is requested to submit to Manager a draft of any literature, programs, schedules, broadcast or print advertising, or the like, for approval before publication. User shall submit to Manager a full program on the events (including move-in and move-out times, floor plans, if any) not less than thirty (30) days before the event. _____ int.
3. In renting the Premises, Lessor does not relinquish the right to enforce its own rules for the management and operation of same. Lessor, through its Manager, Center Staff, Law Enforcement Officers, Fire Fighters, and other designated representatives, shall have the right at any time to enter any portion of the Premises for any purpose. The entire Center, including the Premises covered by this agreement, shall at all times be under the charge and control of the Manager. This paragraph shall not authorize Lessor to direct the activities of the User nor assume liability for the same. _____ int.
4. User may, at a location approved by the Manager, maintain one food booth or food service area on the Premises. If User wishes other food areas, they shall be at locations approved by the Manager and outside the Center building or as otherwise provided in attachment to this lease. Alcohol beverage service is permitted only pursuant to a Special Dispenser's Permit issued by the State of New Mexico Division of Alcohol and Gaming, unless the County obtains an operating license for the Center. Lessor further reserves the rights: (a) to rent and control parking facilities; (b) to control the ushers, gatemen, ticket takers and all similar employees of User; (c) to remove from the Premises any and all of these employees of User; and (d) to eject any objectionable person or persons from the Center or any of its facilities. User waives any and all claims against Lessor for damages for any exercise of this authority. _____ int.
5. Lessor will furnish general lighting according to the present openings in the Premises. No gasoline, fuels, oil flashlights or any other artificial lighting, light plants, electrical equipment engines, motors or machinery shall be permitted without the written consent of the Manager. _____ int.
6. User will not cause or permit any of the following:
 - a. any nails or any other things to be driven into or hung from any portion of the Conference Center;
 - b. any signs to be affixed to the exterior of the Conference Center;
 - c. any changes, alterations, repairs, painting or staining of any part of the Conference Center, its furnishings or equipment; or
 - d. anything which will damage or change the finish or appearance of the Conference Center or its furnishings. _____ int.

User will pay the costs of repairing any damage which may be done to the premises or any of the fixtures, furniture or furnishings thereof by any act of User or any of User's employees or agents or anyone visiting the premises upon the invitation of User including the patrons of the attraction or function under this Lease. The Manager shall determine whether any such damage has been done, the reasonable cost of repairing the same, and whether it is one for which, under the terms of this Agreement, User is to be held responsible. The Manager's decision shall be final unless, within ten days after the decision, the User gives written notice to the Manager of an appeal to the County Manager from the decision. In the notice to the Manager, User shall state fully the grounds upon which the User considers the Manager's decision incorrect. The County Manager's review will be limited to the grounds stated in the notice. The decision of the County Manager shall be final and binding upon the User. _____ int.
7. User has examined the Premises before taking possession and is satisfied with the physical condition of the Premises. User's taking possession of the Premises shall be conclusive evidence of User's acceptance of their condition and repair. _____ int.
8. Lessor's failure to acquire a cash deposit as security for any loss and damages to the premises or furnishings shall not affect the unconditional liability of User to pay the same; nor shall the User's liability be limited to the amount of the cash deposit. _____ int.
9. **Hold Harmless:** The User shall assume all risks in connection with the business for which the Premises are leased and shall be solely responsible for all accidents, injuries, or other damages of any kind to persons or property caused by its use of the Premises. User agrees to indemnify, defend and hold harmless the Lessor, its officers, agents and employees, against any and all claims, damages, losses and expenses arising out of Users use of rental of the Premises. The User assumes full responsibility for the character, acts and conduct of each person admitted to the Premises or to any portion of the Center where the person is admitted by User, any of User's employees, or any person acting on User's behalf. Lessor assumes no responsibility for any property placed in the Premises, and User releases Lessor from liability for any loss, injury or damage to persons or property that may be sustained by reason of occupancy under this lease. User must arrange and pay for all watchmen or other protective services which User desires. Lessor shall not be held liable for any interruption or termination of any programs at the Center resulting from the receipt of threats of or information relating to imminent danger to the Center, or any portion or occupant(s) of it reported as about to be caused by explosive inflammables, or otherwise. Any interruption or termination of any scheduled activity at the Center either before or during the term of this Lease, resulting from the receipt of such information or threats, shall not invalidate this contract, and Lessor shall not be liable for the failure of any activity resulting from any such termination or cancellation. _____ int.

10. If Lessor is required to file suit to collect the amount owed under this Lease for User's occupation of the Premises, Lessor shall be entitled to collect reasonable attorney's fees together with any and all expenses Lessor may reasonably incur in the collection of delinquent amounts. ____ int.
11. The Manager of the Conference Center may require the User, in staging any public performance to open the doors of such performance at least one hour in advance or earlier if deemed necessary by the Manager. User shall have sufficient personnel to supervise the entry and seating of patrons of the performance. ____ int.
12. Unless the Manager consents in writing in advance, User shall not:
 - a. obstruct any portion of the sidewalks, ramps, entries, corridors, passageways, vestibules, halls, lobbies, stairways, aisles, driveways or access to public utilities of the Conference Center.
 - b. use any of these for any purposes other than for ingress or egress from the premises; nor
 - c. cover or obstruct the doors, skylights, stairways or openings that reflect or admit light into any place in the building including hallways, fire hose cabinets, corridors and passageways, grills and house lighting fixtures. ____ Int.
13. After the termination of the time for which the Premises are rented under this Lease, Lessor may remove all User's effects still remaining in the Center and may store the same in a place and a name (of Lessor or User) as Lessor sees fit at the cost, expense and risk of User. Lessor shall not be liable in any way to User on account of so removing and storing such effects. As long as any effects of User remain in the Conference Center beyond the term of this Lease, Lessor may charge a reasonable sum per day which shall be determined by the Manager. ____ int.
14. Unless stated to the contrary in this Lease, Lessor agrees at the beginning time specified in Section II to furnish the premises to User, lighted, heated and cleaned. Lessor may make additional service charges for special seat setups, special electrical and utility services and other special additions or arrangement. User shall be responsible for obtaining audio-visual services as necessary. ____ int.
15. User, at its own expense, shall keep the Premises in a safe, sanitary and slightly condition, in good repair, and shall restore and yield the same back to Lessor upon termination of this Agreement in like condition and repair, ordinary wear and tear excepted. If the User does not keep the premises as required, Lessor may enter the Premises (without terminating this Lease or being in breach of it) and do all things necessary to restore said premises to the required condition at User's expense. ____ int.
16. If the Premises or any part of the Center are destroyed or damaged by fire or any other cause, or if any other casualty or unforeseen occurrence renders the fulfillment of this lease by Lessor impossible, then the term of this Lease shall end and the User shall be liable to pay rent only up to the time of such termination. User waives and releases any claim for damages or compensation on account of such termination. Lessor may with or without cause, terminate this entire Agreement at any time before the User pays the agreed rent in full. Unless this termination is for a breach or default on the part of the User, Lessor shall refund all amounts User has paid as rent under this Agreement. Any failure on User's part to pay the remainder of the agreed rent and to make the deposit as security against damage to the premises, and to deposit or furnish a policy of public liability insurance referred to in paragraph 18 of these conditions, within the time stipulated shall entitle Lessor to terminate this entire Agreement and to hold (if Lessor's liquidated damages and not as penalty) all amounts User has paid under this Agreement. ____ int.
17. Acceptance by Lessor of payment at later times or at any other places than as agreed shall not prevent Lessor without demand or notice from requiring strict compliance with the provisions of this Lease for the date and place of payment. ____ int.
18. If required by the Manager, the User will deliver to Lessor at User's cost, a certificate of insurance showing that User has obtained public liability insurance with limits of liability satisfactory to the Lessor, protecting Lessor against any liability or claim on account of injury to person or property occurring in or about the Premises during or incident to User's use of the same, covering the indemnity required in this Lease. In addition, if requested, the User will furnish an insurance policy covering any damage to personal property or real estate caused by User, his agents or employees. ____ int.
19. User shall not assign this lease, nor permit anyone else to use the Premises other than as specified, without the prior approval of the Manager. Nor shall User sublet these premises without the prior approval of the Manager. ____ int.
20. Lessor reserves the right, acting through the County Manager and the Manager of the Center, to make all decisions affecting any matter not expressly provided in this Lease. ____ int.

EXHIBIT B

GENERAL FACILITY USE RULES

1. The renter is responsible for enforcement of all rules, and regulations, and must be at least 21 years of age.
2. All groups with children (under age 18) must be supervised at all times.
3. Grant County facilities are Tobacco Free. Smoking and use of tobacco products are not allowed in any areas, with the exception of designated smoking areas outside the building.
4. Possession and consumption of all illegal drugs is strictly prohibited.
5. Possession and consumption of alcohol is allowed only if served by a licensed authorized vendor and approved by the county. Any approved sale, service, or consumption of alcohol must comply with all local, state, and federal laws.
6. No pets or other animals are allowed in the Conference Center with the exception of ADA service animals.
7. At this time, the User must provide his or her own audio/visual equipment.
8. Users shall not unlock or prop open any doors without the approval of the Conference Center Manager. If any equipment or merchandise is stolen due to the User tampering with locks and propping open doors, Grant County will charge the User for the stolen equipment or merchandise.
9. Any damaged, broken, or removed property of Grant County is the responsibility of the User and shall be paid for or replaced by the User/Renter. Grant County assumes no responsibility for the personal or group property brought into the building by those using its facility.
10. Any facilities rented must be cleaned and damage to the property shall be reported to the Conference Center Manager.
11. Decorating:
 - a. No nails or tape of any kind will be placed on the walls of the Conference Center.
 - b. Plastic must be placed under live decorative plants.
 - c. All decorations must be approved by the Conference Center Manager.
 - d. No confetti, tinsel, glitter, or smoke machines allowed.
 - e. No open flames of any kind are permitted in the Conference Center (this includes candles) with the exception of canned heat (sternos) used for chaffing dishes and buffet pans.
 - f. Planters and furniture may not be removed or repositioned without prior approval.
 - g. Any other exceptions must be approved by the Conference Center Manager.
 - h. All litter is to be placed in proper receptacles.

EXHIBIT C

EXHIBIT AND TRADE SHOW REGULATIONS

The following shall apply to exhibits and trade shows:

1. The Lessor does not provide furniture or equipment for exhibit booth usage. All arrangements for exhibit booth and lounge furniture are the responsibility of User.
2. Compliance with O.S.H.A regulations is the responsibility of the User and the User's contractor.
3. The Lessor cannot advance freight shipments for exhibitors or clients. Freight must be consigned to User's show service contractor or delivered directly to the service contractor during leased periods.
4. A floor plan must be submitted at least thirty (30) days prior to show date for approval. Said floor plan shall also include electrical outlets.
5. A schedule of move-in and move-out of exhibitors shall be provided to the Center fifteen (15) days prior to the show.
6. Copies of outside contracts with audio-visual companies, decorators, etc., shall be provided to the Center.
7. The Lessor does not provide water outlets to exhibitors.
8. Labor for loading and unloading is not provided by the Lessor's personnel.
9. One telephone for local telephone calls is provided in the entry area. Any additional telephone lines must be arranged for by User and approved by the Lessor.
10. All parking arrangements must be made with the Manager of the Center thirty (30) days prior to the date of the scheduled event.
11. The User shall be solely liable for the character, acts, and conduct of all persons acting for or on behalf of the User and agrees to maintain at all times, at its own expense, twenty-four (24) hour security to protect persons and property.
12. Any person who is carrying on or is causing to be carried on any activity with the purpose of direct or indirect financial benefit is engaging in business and must comply with State and local business regulation and business license regulations. Any entertainer who is performing in New Mexico is engaging in business unless working solely for wages. The receipts from engaging in business in New Mexico are subject to gross receipts tax. Individual exhibitors in a trade show must obtain a separate gross receipts registration and pay gross receipts tax.