

GRANT COUNTY VETERANS MEMORIAL BUSINESS & CONFERENCE CENTER



THE REQUEST FOR USE OF FACILITIES FORM:

The Grant County Veterans 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 180 East, Silver City, New Mexico 88061

OR MAIL TO:

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

For payment: Company checks, personal checks, Visa/Mastercard, and cash are accepted.

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 Veterans Memorial Business & 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. All checks for payment must be payable to: **Silver City Grant County Chamber of Commerce**

The Grant County Veterans Memorial Business and Conference Center is currently managed by the Silver City Grant County Chamber of Commerce. The Conference Center is typically open Monday-Friday.

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



REQUEST FOR USE OF FACILITIES FORM APPLICATION



NAME: _____

Name of organization or individual requesting the facility

ADDRESS: _____

CONTACT NAME: _____ CONTACT PHONE NUMBER: _____

EMAIL ADDRESS: _____

Please print legibly

ROOM:

Choose type(s) of space being requested

- | | | |
|--|--|--|
| <input type="radio"/> #100 Memorial Lobby (3000 sq. ft.) | <input type="radio"/> #114 Training/meeting Room (1015 sq. ft.) | <input type="radio"/> #127 Multipurpose Room (928 sq. ft.) |
| <input type="radio"/> #105 Office Space | <input type="radio"/> #115 Training/Meeting Room (1015 sq. ft.) | <input type="radio"/> #132 Large Event Room (6642 sq. ft.) |
| <input type="radio"/> #106 Conference Room | <input type="radio"/> #116 Training/Meeting Room (1015 sq. ft.) | <input type="radio"/> #133 Prep Kitchen |
| <input type="radio"/> #107 Small Event Room (3990 sq. ft.) | <input type="radio"/> #117 Training/Meeting Room (1015 sq. ft.) | <input type="radio"/> #134 Outdoor Patio (1904 sq. ft.) |
| <input type="radio"/> #110 Studio Room (1044 sq. ft.) | <input type="radio"/> #114 & 115 Training/Meeting - 2 rooms total rental | <input type="radio"/> #135 Training/Meeting Room (952 sq. ft.) |
| <input type="radio"/> #111 Archery Room (3040 sq. ft.) | <input type="radio"/> #116 & 117 Training/Meeting - 2 rooms total rental | <input type="radio"/> Entire Facility - all rooms |
| | | <input type="radio"/> Parking Lot |

Room	8 Hour Daily Rate*	Room	8 Hour Daily Rate*	Room	8 Hour Daily Rate*
100 Memorial Lobby	\$125.00	116 Training Room	\$125.00	135 Training Room	\$125.00
105 Office Space	\$125.00	117 Training Room	\$125.00	138 Reception Desk	\$50.00
106 Conference Room	\$125.00	114 & 115 Training Room	\$250.00	Entire Facility	\$1,200.00
107 Small Event Room	\$300.00	116 & 117 Training Room	\$250.00	Security Deposits as follows:	
110 Studio Room	\$125.00	127 Multipurpose Room	\$125.00	Standard Cleaning/Damage Deposit	\$250.00
111 Archery Room	\$200.00	132 Large Event Room	\$500.00	Excess Cleaning/Damage Add. Deposit	\$250.00
114 Training Room	\$125.00	133 Prep Kitchen	\$200.00	Concert/Dance/Lg. Celebration	
115 Training Room	\$125.00	134 Outdoor Patio	\$100.00	Kitchen Deposit	\$250.00

* *Daily Rate is for up to 8 hours of consecutive use of room (including set-up and take-down) (typical business day). Over 8 hours may require additional fee based on 4 hour increments (1/2 of the daily rate). If rental usage includes early morning rental before 8am and/or late evening/night rental after 6pm, an additional \$75 per day, per employee staffing charge, may apply. Rates subject to change without notice.*

DATE(S) REQUESTED: _____

BEGINNING & ENDING TIMES EACH DAY: _____

Includes set-up and take-down time

ESTIMATED NUMBER OF PARTICIPANTS FOR YOUR EVENT: _____

PLEASE DESCRIBE THE PURPOSE OF YOUR EVENT/FACILITY USAGE: _____

OTHER DETAILS:

for special request, completed Exhibit D

Requested Tables/Chairs: ☐ N/A ☐ Item Description: _____

Requested Audio/Visual/Other: ☐ N/A ☐ Item Description: _____

All equipment subject to availability and must be confirmed by management. Table/Chair and overall setup descriptions must be provided a week in advance of event and additional fees may be applicable for any changes made after that time.

USER:

COUNTY OF GRANT, LESSOR:

Print Name

Print Name

Signature

Date

Signature

Date

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

This form is not a lease and the facilities will not be obligated until full lease is executed, payment received, and approved by management.

GRANT COUNTY VETERANS MEMORIAL BUSINESS & CONFERENCE CENTER LEASE



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

I – LEASED PREMISES

Lessor grants and User accepts, under the term 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 of set up) until
_____ a.m. / p.m. on the day of _____, 20____ (ending time/out of building).

Actual event start and end time
_____ a.m. / p.m. on the day of _____, 20____ (event start time) until
_____ a.m. / p.m. on the day of _____, 20____ (event ending time).

The times stated herein include set-up and take-down time. If additional time is needed, 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 within 30 days after event.

RENTAL FEES:

Upon the signing of this Lease, User will pay to Lessor 50% of the rental fee as a pre-payment to confirm User's intention to use the Premises. This pre-payment is refundable only with a 30 day or greater notice of User cancelation. 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 Silver City Grant County Chamber of Commerce at 3031 Hwy. 180 East, Silver City, New Mexico 88061. Checks are to be made payable to the Silver City Grant County Chamber of Commerce. Changes to the approved arrangements made within 48 hours of the event are subject to additional charges in accordance with the Room Rate Schedule, subject to staffing availability, and other provisions.

AMOUNTS DUE:

Leased Premises (room):	Rental Fee:	Total:
	\$	\$
	\$	\$
Additional Staffing Fee		\$
Total Lease Cost		\$
50% Lease Prepayment Due at Lease Signing		\$
Balance Due Thirty (30) Days Before Event		\$
Payment Made (Date / /)		\$
Payment Made (Date / /)		\$

Cleaning/Damage Deposit(s):	Deposit Fee:	Total:
Standard Cleaning/Damage Deposit	\$250	\$250
Excess Cleaning/Damage Add. Deposit	\$250	\$
Kitchen Deposit	\$250	\$
Grand Deposit Total Required		\$
Full Deposit Payment Made (Date / /)		\$

Separate payments/checks are needed for lease payment and deposit payment.

For Internal Use Only after:

Refund of Deposit: \$ _____ amount (Date ____/____/____)

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).

- ☐ Initial Request for Use or Facilities Form
☐ Standard Terms and Conditions of Lease, Exhibit A
☐ General Facility Use Rules, Exhibit B
☐ Large Event, Exhibit, and Trade Show Regulations, Exhibit C
☐ Addition Event Details Form, Exhibit D

- ☐ Proof of food permit (if applicable)
☐ Proof of Insurance (if applicable)
☐ Proof of alcohol permit/paperwork (if applicable)
☐ _____

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

USER:

COUNTY OF GRANT, LESSOR:

Print Name

Print Name

Signature Date

Signature Date

EXHIBIT A (PAGE 1 OF 2)

STANDARD TERMS AND CONDITIONS OF LEASE



If these rules are not followed, management may cancel the event at any time (including during the event) due to lack of adherence to rules and all fees and deposits paid will be retained and are non-refundable.

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.
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) not less than fifteen (15) days before the event.
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.
4. If User wishes to have food at the event, they will need to seek special approval and abide by special requirements. Special permits may be required. Alcohol beverage service permitted only pursuant to a Special Dispenser's Permit issued by the State of New Mexico Division of Alcohol and Gaming. Any approved serving of Alcohol requires additional requirements of security to be met. 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.
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.
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;
 - d. anything which will damage or change the finish or appearance of the Conference Center or its furnishings; or
 - e. any removal or alteration of Conference property by User is strictly prohibited. This includes, but not limited to, door posts. Requests may be made to Management.

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 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.

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.
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.
9. User is responsible for "their attendees" to remain in the room(s) rented for the designated event, except for hallways to and from rented area and restrooms. (Please be considerate of other users of the facility).
10. 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 identify, 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 and 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.

User Initials: _____

EXHIBIT A (PAGE 2 OF 2)

STANDARD TERMS AND CONDITIONS OF LEASE



11. 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.
12. 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 for the performance.
13. 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.
14. 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 Conference Center and may store the same and in a place and in 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. Items left at the Conference Center more than a week after event may be disposed of without notice.
15. 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 arrangements. User shall be responsible for obtaining audio-visual services as necessary.
16. User, at its own expense, shall keep the Premises in a safe, sanitary and sightly 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.
17. If the Premises or any part of the Conference 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 this lease. 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.
18. In the advent of unforeseen circumstances, this lease may be cancelled by Lessor in the rare occasion that the room or facility is no longer useable as deemed by the County of Grant. Deposits and any prepaid fees will be returned to User within 30 days. If such action is needed, the Silver City Grant County Chamber of Commerce will contact the User as timely as possible. The Lessor shall not be liable for any costs associated with hardship due to this cancellation.
19. 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.
20. 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/her agents or employees.
21. 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.
22. Lessor reserves the right, acting through the County Manager and the Manager of the Conference Center, to make all decisions affecting any matter not expressly provided in this Lease.

User Initials: _____

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 and must remain in rented area covered by this lease.
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 Manager and the City. Any approved sale, service, or consumption of alcohol must comply with all local, state, and federal laws. Special insurance and provisions are required if alcohol is approved for event.**
6. No pets or other animals are allowed in the Conference Center with the exception of ADA service animals.
7. User must disclose upon application any requests for chairs/tables and/or audio/visual equipment and this does not guarantee availability.
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 and Conference Center Management 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. Any accidents or injuries of any kind must be reported to Conference Center Management immediately and a report filed with names and contact information of all witnesses provided.
12. Decorating and Set-up / Take-down:
 - 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 (Sterno cans) used for chaffing dishes and buffet pans.
 - f. Planters and furniture may not be removed or repositioned without prior approval.
 - g. Relocating chairs and tables must be done carefully and Conference Center Management should be contacted before rearranging. Do not drag chairs or tables across floors to minimize property damage.
 - h. Any other exceptions must be approved by the Conference Center Manager.
 - i. All litter is to be placed in proper receptacles.

EXHIBIT C

LARGE EVENT, EXHIBIT, AND TRADE SHOW REGULATIONS

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 Conference Center fifteen (15) days prior to the show.
6. Copies of outside contracts with audio-visual companies, decorators, etc. shall be provided to the Conference 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. All parking arrangements must be made with the Manager of the Conference Center thirty (30) days prior to the date of the scheduled event.
10. 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.
11. 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.

EXHIBIT D



PLEASE PROVIDE ADDITIONAL DETAILED DESCRIPTION OF YOUR EVENT

NAME OF EVENT: _____

DATE OF EVENT START AND END DATE: _____

Explain how the rental facility will be utilized for your event: (This should include description of special permissions such as type of vendors, type of activities, type of permitting requested.) Approval of use of the facility will be in part determined by your disclosure and request below.

Please be detailed.

[illegible]