BAYARD COMMUNITY CENTER RENTAL AGREEMENT

City Hall, 800 Central Avenue, PO Box 728, Bayard, NM 88023
Phone: (575) 537-3327 Fax: (575) 537-5271

Auditorium Rental Agreement large room

Bayard Community Center Rental Agreement is non-transferable and is only valid for the rooms, times and event(s) specified in the rental contract. Renter/User agrees to comply with all guidelines and policies as set forth in the agreement. If there are any changes to this agreement, the City of Bayard reserves the right to require a new agreement to be approved by the City/or its appointed representative and the renter/user. The Bayard Community Center is hereafter referred to as the "Center".

General

A. The renter of the facility shall be 21 years of age.

B. An individual requesting a reservation under resident status must provide proof of Bayard residency.

C. Any sound system, video, music, etc. shall be kept at a low volume so as not to disturb others using the facility.

D. Failure to comply with any of the terms of the Rental Agreement shall cause immediate removal from the premises and forfeiture of all fees and deposits.

E. Renter must be present during the period of the rental from set-up through clean-up and shall be responsible for check out of the facility to become eligible for the refund of the deposit.

Rental Fees

A. **Booking Fee:** All rentals require a non-refundable booking fee of $20 Resident/$25 Non-Resident, paid in advance to hold the event date. This booking fee applies to all renters of the Center. This one-time fee must be paid by cash, money order or cashier's check.

B. **Rental Fees:** All Fees and Deposits: Must be paid by cash, money order or cashier's check

Available Rental Time: Sunday – Thursday 8 am to 9 pm
Friday & Saturday 8 am to 11 pm

Use of facilities to set-up or clean-up are charged at additional day's rental rate.
Sample:Set-up (Friday) $175.00
Event (Saturday) $175.00
Clean-up (Sunday) $175.00 Total Rental Rate = $525.00

Residents (R):
Booking Fee: $20.00
Security Deposit: $75.00
Day Rate: $175.00
Kitchen: $25.00 per event – with rental of auditorium
Full Use: $100.00 per day – without rental of other room

Non – Residents (NR):
Booking Fee: $25.00
Security Deposit: $100.00
Day Rate: $225.00
Kitchen: $35.00 per event – with rental of auditorium
Full Use: $150.00 per day – without rental of other room

Security Deposit Fee: The purpose of the security deposit is to ensure proper clean-up and care of the facility.

1. If the facility is left dirty and/or damaged by the renter, the City shall retain all or part of the deposit.
2. The security deposit must be paid to the City two weeks after booking fee is made. If event is scheduled within two weeks of booking fee, then all fees and deposits are due on day of booking.
3. If costs to clean and /or repair the facility exceed the amount of the security deposit, the renter shall be responsible for the additional costs. If the renter fails to pay the additional costs, as requested by the City staff, the renter shall be responsible for all collection costs and/or attorney's fees.

C. Cancellations and Forfeits:

1. The rental payments are due in full 20 days before the scheduled event date or at the time the reservation is made. Should the rental payment not be made in full prior to 20 days of the event, the event will be considered canceled and all fees collected will be forfeited. If event is scheduled within two weeks of booking fee, then all fees and deposits are due on day of booking.

2. Renter must provide notice of cancellation of a reservation to become eligible for a full or partial refund of the deposit or rental fees.

Notice of Cancellation	Percentage of Refund of Deposit and Rental Fee
20 calendar days prior or more	100% (Less administrative fee of 10%)
10-19 calendar days prior	50% (Less administrative fee of 10%)
Less than 10 calendar days	Rental considered cancelled – all fees collected are forfeited.

Keys

Keys for events may be picked up 30 minutes prior to time shown on agreement or before 4:30 for weekend events. Key shall be returned to City Hall immediately after use of the facility or on Monday when event is on weekend.

Food and Drink

1. **Alcohol: This facility and premises is alcohol and drug free.** Bayard Police Officers conduct frequent patrols of the facility and premises and are authorized to enter the facility. Police Officers are authorized to conduct inspections of the facility and conduct immediate termination of the event should violations be occurring. Violations will cause forfeiture of deposit and fees.

2. Use of the kitchen facility is available at the listed hourly rate.

Set-up and Clean-up and Facility Care

1. No decorations will be permitted which are taped, tacked, stapled, nailed, or otherwise fastened to the walls, ceilings, doors, or floors of the facility. Open flames such as candles or burners are only allowed when used with appropriate devices.

2. Renter is responsible for removing all tape from the tables where table cloths and decorations are secured to. No table covering may be tacked, stapled, nailed, or fastened in any manner which will damage the tables.

3. Rental of the facility includes the use of tables and chairs and renter is responsible for re-stacking of these during clean-up.

4. Renter is responsible for set-up and clean-up of the event. This shall include, but is not limited to: setting up tables and chairs, cleaning floors, cleaning of restrooms, emptying trash to appropriate trash dumpsters, wiping off tables and chairs, sinks, etc.

5. The City shall provide the following cleaning equipment and supplies: broom and dust pan, mop and bucket, trash bags, all-purpose cleaner and floor cleaner and towels for such cleaners. Garbage containers must be cleaned of spills and trash.

6. Renter is responsible for leaving the parking lot free of trash and debris from the event.

7. Smoking is prohibited within the facility and within 25 feet of all entrances. Bayard City Ordinance 11-2006. Renter is responsible for disposing of cigarette butts in the proper receptacles.

8. Firearms are prohibited on the premises.

Capacity

The Center auditorium has a maximum occupant capacity of 250 persons including children. It is unlawful to exceed this capacity. This is not the amount of available seating.

Minor Children

Minors shall be supervised by an adult 21 years of age at the following ratio:

Age: 0-12 years requires 1 adult per 4 children
Age: 13-17 requires 1 adult per 10 young adults

_____ _____

Renter Signature Date

_____ _____

Employee Signature Date

BAYARD COMMUNITY CENTER
RENTAL AGREEMENT
AUDITORIUM

Resident: _____ Non Resident: _____

Name of Renter: _____

Address: _____

Home Phone: _____ Alternate Phone: _____

Event Date: _____

Rental Time: Begin: _____ am/pm End: _____ am/pm

Fees:

Booking Fee $20.00 Resident $25.00 Non-Resident

Date Paid: _____ Rec #: _____ Amount: _____ Employee: _____

Security Deposit $75.00 Residnet $100.00 Non-Resident

Date Paid: _____ Rec #: _____ Amount: _____ Employee: _____

Date Paid: _____ Rec #: _____ Amount: _____ Employee: _____

Rental Fee Total: _____

Date Paid: _____ Rec #: _____ Amount: _____ Employee: _____

Date Paid: _____ Rec #: _____ Amount: _____ Employee: _____

Date Paid: _____ Rec #: _____ Amount: _____ Employee: _____

I, the undersigned, representing myself and the above named organization, do hereby, have read and agree to be bound by and comply with all of the terms and conditions listed in the Bayard Community Center Rental Agreement. I agree to be present and responsible during the event. Further, I accept responsibility for damages caused to the building, equipment, furnishings, and surrounding areas.

I understand and agree that neither City of Bayard nor any of its employees shall incur any liability for any injury to persons or damage to property experienced by the use of this facility. I further agree that the city shall be held harmless from any and all liability arising out of the renter's use of the Community Center or other City facilities.

I agree that violation of any of the terms of this agreement INCLUDING VIOLATION OF ALCOHOL, may be cause for the event rental to be revoked, without notice, and may result in immediate removal from the premises and forfeiture of my deposit.

_____ _____ _____

Signature of Renter Date Employee Signature

Renter deposit is approved for refund after satisfactory inspection by the City Staff

_____ _____

Employee Signature Date Return Deposit? Yes No

FORFEITURE SCHEDULE

Event Date: _____

20 Day Period: _____

Cancelation Date: _____

g. C. Convenc Center.

Comm Center Phone #
912-6220

BAYARD COMMUNITY CENTER RENTAL AGREEMENT

City Hall, 800 Central Avenue, PO Box 728, Bayard, NM 88023
Phone: (575) 537-3327 Fax: (575) 537-5271

Rental Agreement
Government and Non-Profit

Bayard Community Center Rental Agreement is non-transferable and is only valid for the rooms, times and event(s) specified in the rental contract. Renter/User agrees to comply with all guidelines and policies as set forth in the agreement. If there are any changes to this agreement, the City of Bayard reserves the right to require a new agreement to be approved by the City/or its appointed representative and the renter/user. The Bayard Community Center is hereafter referred to as the "Center".

General

A. The renter of the facility shall be 21 years of age.

B. An individual requesting a reservation under resident status must provide proof of Bayard residency.

C. Any sound system, video, music, etc. shall be kept at a low volume so as not to disturb others using the facility.

D. Failure to comply with any of the terms of the Rental Agreement shall cause immediate removal from the premises and forfeiture of all fees and deposits.

E. Renter must be present during the period of the reservation from set-up through clean-up and shall be responsible for check out of the facility to become eligible for the refund of the deposit.

Rental Fees

A. **Booking Fee:** N/A

B. **Rental Fees:** All Fees and Deposits: Must be paid by cash, money order or cashier's check

Booking Fee: N/A
Security Deposit: $25.00
Rental Fee: $10.00 per hour
Key Deposit: $20.00
Kitchen: $10.00 per event – only with auditorium rental
Full Use: $75.00 per day – without rental of auditorium

Board Room is limited to pastries and coffee only (food and drink)*

Available Rental Time: Sunday – Thursday 8 am to 9 pm
Friday & Saturday 8 am to 11 pm

Rental time includes set-up and clean-up time.

C. **Security Deposit Fee:** The purpose of the security deposit is to ensure proper clean-up and care of the facility.

1. If the facility is left dirty and/or damaged by the renter, the City shall retain all or part of the deposit.
2. The security deposit must be paid to the City at the time reservation is made. Rental fees must be paid 20 days prior to scheduled event or at the time the reservation is made if less than 20 days to the event.
3. If costs to clean and /or repair the facility exceed the amount of the security deposit, the renter shall be responsible for the additional costs. If the renter fails to pay the additional costs, as requested by the City staff, the renter shall be responsible for all collection costs and/or attorney's fees.

D. Cancellations and Forfeits:

1. Should the deposit and/or rental payment not be made in full prior to 20 days of the event, the event will be considered canceled and all fees collected will be forfeited.

2. Renter must provide notice of cancellation of a reservation at least 20 days in advance of the reservation to become eligible for a full or partial refund of the deposit or rental fees.

Keys

Renters will be allowed to secure a key with a key deposit for the term of the rental.

Food and Drink

1. **Alcohol: This facility and premises is alcohol and drug free.** Bayard Police Officers conduct frequent patrols of the facility and premises and are authorized to enter the facility. Police Officers are authorized to conduct inspections of the facility and conduct immediate termination of the event should violations be occurring. Violations will cause forfeiture of deposit and fees.

2. Food and drinks in the board room are limited to pastries and coffee.

3. Use of the kitchen facility is available at the listed hourly rate.

Set-up and Clean-up and Facility Care

1. All set-up and clean-up time is scheduled as part of the rental times.

2. No decorations will be permitted which are taped, tacked, stapled, nailed, or otherwise fastened to the walls, ceilings, doors, or floors of the facility. Open flames such as candles or burners are not allowed in board room. If used in auditorium, appropriate devices must be used.

3. Renter is responsible for removing all tape from the tables where table cloths and decoractions are secured to. No table covering may be tacked, stapled, nailed, or fastened in any manner which will damage the tables.

4. Rental of the facility includes the use of tables and chairs and renter is responsible for re-stacking of these during clean-up.

5. Renter is responsible for set-up and clean-up of the event. This shall include, but is not limited to: setting up tables and chairs, cleaning floors, cleaning restrooms, emptying trash to appropriate trash dumpsters, wiping off tables and chairs, sinks, etc.

6. The City shall provide the following cleaning equipment and supplies: broom and dust pan, mop and bucket, trash bags, all-purpose cleaner and floor cleaner and towels for such cleaners. Garbage containers must be cleaned of spills and trash.

7. Renter is responsible for leaving the parking lot free of trash and debris from the event.

8. Smoking is prohibited within the facility and within 25 feet of all entrances. Bayard City Ordinance 11-2006. Renter is responsible for disposing of cigarette butts in the proper receptacles.

9. Firearms are prohibited on the premises.

Capacity

The Center auditorium has a maximum capacity of 250 persons including children. Board Room has a maximum capacity of 35. It is unlawful to exceed this capacity.

Minor Children

Minors shall be supervised by an adult 21 years of age at the following ratio:

Age: 0-12 years requires 1 adult per 4 children
Age: 13-17 requires 1 adult per 10 young adults

_____ _____

Renter Signature Date

_____ _____

Employee Signature Date

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Rental Agreement – Board Room

Bayard Community Center Rental Agreement is non-transferable and is only valid for the Board Room for meeting purposes only. Renter/User agrees to comply with all guidelines and policies as set forth in the agreement. If there are any changes to this agreement, the City of Bayard reserves the right to require a new agreement to be approved by the City/or its appointed representative and the renter/user. The Bayard Community Center is hereafter referred to as the "Center".

General

A. The renter of the facility shall be 21 years of age.

B. An individual requesting a reservation under resident status must provide proof of Bayard residency.

C. Any sound system, video, music, etc. shall be kept at a low volume so as not to disturb others using the facility.

D. Failure to comply with any of the terms of the Rental Agreement shall cause immediate removal from the premises and forfeiture of all fees and deposits.

E. Renter must be present during the period of the reservation from set-up through clean-up and shall be responsible for check out of the facility to become eligible for the refund of the deposit.

Rental Fees

A. **Booking Fee:** N/A

B. **Rental Fees:** All Fees and Deposits: Must be paid by cash, money order or cashier's check

Booking Fee: N/A
Security Deposit: $25.00
Rental Fee: $25.00 per hour
Key Deposit: $20.00
Kitchen: N/A for Board Room Rental

Available Rental Time: Sunday – Thursday 8 am to 9 pm
Friday & Saturday 8 am to 11 pm

Rental time includes set-up and clean-up time.

C. **Security Deposit Fee:** The purpose of the security deposit is to ensure proper clean-up and care of the facility.
   1. If the facility is left dirty and/or damaged by the renter, the City shall retain all or part of the deposit.
   2. The security deposit must be paid to the City at the time the reservation is made. Rental fees must be paid 20 days prior to scheduled event or at the time the reservation is made if less than 20 days to the event.

3. If costs to clean and /or repair the facility exceed the amount of the security deposit, the renter shall be responsible for the additional costs. If the renter fails to pay the additional costs, as requested by the City staff, the renter shall be responsible for all collection costs and/or attorney's fees.

D. Cancellations and Forfeits:

1. Should the deposit and/or rental payment not be made in full prior to 20 days of the event, the event will be considered canceled and all fees collected will be forfeited.

2. Renter must provide notice of cancellation of a reservation at least 20 days in advance of the reservation to become eligible for a full or partial refund of the deposit or rental fees.

Keys

Renters will be allowed to secure a key with a key deposit for the term of the rental.

Food and Drink

1. **Alcohol: This facility and premises is alcohol and drug free.** Bayard Police Officers conduct frequent patrols of the facility and premises and are authorized to enter the facility. Police Officers are authorized to conduct inspections of the facility and conduct immediate termination of the event should violations be occurring. Violations will cause forfeiture of deposit and fees.

2. Food and drinks in the board room is limited to pastries and coffee.

3. Use of the kitchen facility is not available with the rental of the Board Room.

Set-up and Clean-up and Facility Care

1. All set-up and clean-up time is scheduled as part of the rental times.

2. No decorations will be permitted which are taped, tacked, stapled, nailed, or otherwise fastened to the walls, ceilings, doors, or floors of the facility. Open flames such as candles or burners are not allowed in the board room.

3. Renter is responsible for removing all tape from the tables where table cloths and decorations are secured to. No table covering may be tacked, stapled, nailed, or fastened in any manner which will damage the tables.

4. Rental of the facility includes the use of tables and chairs and renter is responsible for re-stacking of these during clean-up.

5. Renter is responsible for set-up and clean-up of the event. This shall include, but is not limited to: setting up tables and chairs, cleaning floors, cleaning restrooms, emptying trash to appropriate trash dumpsters, wiping off tables and chairs, sinks, etc.

6. The City shall provide the following cleaning equipment and supplies: broom and dust pan, mop and bucket, trash bags, all-purpose cleaner and floor cleaner and towels for such cleaners. Garbage containers must be cleaned of spills and trash.

7. Renter is responsible for leaving the parking lot free of trash and debris from the event.

8. Smoking is prohibited within the facility and within 25 feet of all entrances. Bayard City Ordinance 11-2006. Renter is responsible for disposing of cigarette butts in the proper receptacles.

9. Firearms are prohibited on the premises.

Capacity

Board Room has a maximum capacity of 35. It is unlawful to exceed this capacity.

Minor Children

Minors shall be supervised by an adult 21 years of age at the following ratio:

Age: 0-12 years requires 1 adult per 4 children
Age: 13-17 requires 1 adult per 10 young adults

_____ _____

Renter Signature Date

_____ _____

Employee Signature Date