CONVENTION CENTER USE AGREEMENT
RULES & REGULATIONS

A. FEES:

Rental and payment schedule;

User shall pay reservation fee at time of booking. Deposit shall be made 30 days prior to the event. Usage fee shall be made 15 days prior to event.

Upon signing and execution of the Agreement, and before it shall become binding, the User shall pay to the City the following fees for the dates and purposes set forth above, unless otherwise waived by the City; (Events providing proof of at least 100 motel rooms occupied as a result of the event will be free of charge . Deposits, reservation fees and kitchen fees will still apply.)

RESERVATION DEPOSIT:

All groups shall remit a reservation fee which is due at time of booking and which is non-refundable.

MEETINGS, PARTIES, BANQUETS AND CONVENTIONS:

	Reservation Fee (to be applied to Rental fee)	**Damage Deposit (per day)**	**Rental Fee (per day)**
Meeting Room	$ 50.00	$ 100.00	$50.00
Dining Room	85.00	100.00	85.00
Gym	200.00	400.00	400.00
Kitchen	n/a	250.00	75.00

Alcohol Related Events Fee: $250.00 Additional

ALL events involving alcohol must have Police Security. A Special Dispenser's Permit is required to serve alcohol and may be obtained from the NM Alcohol & Gaming Division for a $25.00 fee and a $10.00 fee due to the City of Raton for processing.

SCHOOL EVENTS:

	Rental Fee	**Damage Deposit (per day)**
One Room	FREE	$150.00
Gym	FREE	$150.00

The City of Raton reserves the right to charge an additional $100.00 per day for additional usage of the building for set-up or disassembly.

DISCOUNTS :

A 10% discount for City of Raton employees – full deposits are still required.
20% discount for non-profit organizations – full deposits are still required.

RECREATION EVENTS:

Recreation Events must coordinate with the RREC Director.

KITCHEN:

Use of the kitchen for preparation of meals is a separate and stand-alone charge. Rental use of the walk-in cooler shall be $10.00 per day. There will be a $10.00 per day storage and/or discard fee for any items left 24 hours prior to or after an event. A damage deposit of $250.00 will be required for use of the kitchen. Failure to clean the kitchen immediately after the event, and/or resulting in clean up by City staff in order to make the kitchen available and presentable for the next event, shall result in forfeiture of the deposit.

MISCELLANEOUS RENTAL PRICES:

Tables/Chairs Set-Up Fees:	
Paid Events	$25.00
Free Events	$50.00 if City Staff is required to set up
TV/VCR	$50.00
Overhead Projector	$25.00
Small P.A. System	$25.00
Large P.A. System	$50.00
Table Cloths	$5.00 per table

*Center requires seating chart 72 hours in advance.

B. DAMAGE DEPOSIT:

Upon the signing and execution of the Agreement, and before it shall become binding, the User shall deposit with the City of Raton a damage deposit in accordance to the type of rental. Convention Center Director may deem a higher deposit based on the type of event.

Damage deposits received shall be cashed and refunded by check after final inspection by Convention Center Director.

During and following User's occupancy of the Raton Convention Center for the purposes stated herein, User shall maintain and render the Raton Convention Center in the same condition and order as exists upon the commencement of the use, including removal of all garbage and refuge, cleaning of tableware if applicable and removal of all decorations. The User agrees to walk through the Raton Convention Center with the Director upon the completion of use for the purpose of identifying needed cleaning and damage repair.

The damage deposit may be applied by the City to the payment and the amount of damages, including any unpaid fees, which the City has suffered, if any, by the reason of the User's non-compliance with the Agreement. The balance of the deposit, if any and a written itemization of the deductions from the deposit and the reasons therefore shall be delivered or mailed to the User within sixty days of the termination of the use at the User's address stated above. Such remedy of the City shall not be deemed to limit or restrict the right of recovery from the User for damage, loss or sums due in excess of such deposit.

In the event of any malfunction of Raton Convention Center equipment, User agrees to report to the Director such malfunction immediately upon discovery.

User agrees to pay the City for any damage resulting from User's misuse of the facility or any of its equipment.

C. DIRECTOR:

The City agrees to provide a Director who will have the authority to supervise and will provide user information as to location of all facilities in the Raton Convention Center together with the availability and limitations of use. Any of the User's questions regarding the available facilities should be directed to the Director.

D. ALTERATIONS:

User shall make no changes or alterations to existing equipment within the Raton Convention Center or itself without the prior written approval of the Director.

E. COMPLIANCE WITH APPLICABLE LAW AND SECURITY:

User agrees to abide by all applicable federal, state and city laws governing use of the premises. User agrees not to permit the capacity for persons designated for the Raton Convention Center to be exceeded at any time.

User agrees to provide sufficient security for the control of activities taking place at the Raton Convention Center and individuals in attendance at such activities during User's use pursuant to this Agreement. The City reserves the right to require User to provide uniformed Raton Police Officers in the facility at the User's expense at **all** events involving alcohol. The City reserves the right to determine which events will require security as well as the number of officers required.

SECURITY:
The Convention Center maintains twenty four (24) hour building security cameras in the public halls, corridors and grounds. The User is responsible for event security.

Event security is $25.00 per hour/per officer, which has to be paid 15 days before the event.

Due to new Alcohol and Gaming Regulations liquor cannot be served after 11:00 p.m. The Convention Center will be only be available until 12:00 midnight.

F. RESTRICTIONS:

The City of Raton Convention Center is a Non-Tobacco facility. All tobacco use is prohibited in the facility. (Ref. 1998 policy)

No animals are permitted within the building other than for the sight impaired.

G. FACILITY RULES & REGULATIONS:

1) Adults … Please do not leave children unattended to roam throughout the facility.
2) Absolutely no alcohol beverages allowed in facility or premises unless the proper liquor license and licensed vendor have been obtained. Must be approved by the City of Raton. Anyone caught under the age of 21 or without proper authority by the City of Raton will be asked to leave and /or will be escorted out by Police authorities.
3) No fighting or horseplay.
4) Graffiti, vandalism, or any destruction to facility and/or property is prohibited. Anyone caught will be responsible for damages, if underage the parent will be responsible for the damages.
5) Use of foul or vulgar language is not permitted.
6) Obscene gestures are not permitted.
7) No altering or modifying structure of the facility unless approved by the City of Raton.
8) All activities and events must be approved by the City of Raton.
9) All activities are subject to bumping if facility is rented or being repaired.
10) Throwing foreign objects in or across rooms is not permitted.
11) No weapons allowed on the premises.
12) Pick up all trash in your area before leaving.
13) Do not adjust blinds on windows.
14) If setting up or decorating please remove all items after the activity or event is over and leave the room the way it was found.
15) Conditions, rules and regulations are subject to change.
16) The City of Raton is not responsible for any lost or stolen property.
17) If for any reason anyone who has not paid a fee to rent the facility, the person in charge of that particular activity or event is responsible for setting up, and cleaning up after every event he/she is holding. If facility is not cleaned after every use, he/she will not be allowed in the facility until a damage or cleaning deposit is received.
18) No candles are allowed in facility unless candles are in a covered holder.
19) Anyone using the kitchen is responsible for cleaning it up, including grill, ovens, dishwasher, sink, floors, etc. Anyone who does not clean kitchen properly will lose their deposit.
20) Anyone in the facility who spills on the carpet will be charged a fee of $25.00 for each stain. If stain cannot be removed, then he/she is responsible for any cost which is accrued to replace affected sections.

H. NON-LIABILITY OF CITY, INDEMNIFICATION AND INSURANCE:

User accepts the Raton Convention Center in its present condition "as is", waives any claim for User, User's employees, agents, participants and invitee, and agrees that the City shall not be liable for any injury or damage to any property or to any person during User's use of the Raton Convention Center.

User shall forever protect, indemnify, defend, hold and save the City free and harmless from and against any and all claims, demands, liability, causes of action, loss or damage of any nature whatsoever on account of any loss or damage, including property damage, personal injury or wrongful death arising directly or indirectly out of or caused by any accident, negligence, or other acts on or in connection with the Raton Convention Center or any part thereof, any nuisance made or suffered thereon, any use or occupancy of the Raton Convention Center by User or any person claiming by, through User, and User shall reimburse the City for any attorneys' fees or other costs and expenses in connection with the defense of any claim relating thereto.

It is understood that the City shall carry fire insurance coverage on the Raton Convention Center but shall not carry any contents, fire or casualty insurance upon the personal property placed thereon or allowed thereon by User, and that the City shall not because of such insurance or lack of insurance or otherwise be liable for any damage to persons or property arising from any cause whatsoever as effects such property.

User shall be liable to the City for any damage resulting from User's use of the Raton Convention Center and its equipment in excess of the amount of the damage deposit.

( ) If checked here, the User shall carry liability insurance upon the above described on the premises in the amount of $_____, with $_____ personal injury and $_____for property damage.

User shall provide the City of Raton with a copy of Liability insurance 15 days before the event.

I. TERMINATION:

This Agreement shall cease, terminate and come to an end at the option of the City immediately after notice in writing to the User of the happenings of any one of the following:

a. The User fails or omits to perform or violates any of the covenants or conditions of this Agreement, including the failure to pay rental fees.
b. The use of the premises for any purpose but the hereinabove authorized.
c. In any of the events of default or termination as is set forth in this paragraph, the City shall have the right and option to terminate the Agreement, to remove all persons from the premises with or without process of law, and to distain for any rent, damages or other sums that may be due hereunder, any property belonging to the User and located on the premises. Whereupon the User shall quit and surrender peaceably the premises to the City and all of User's rights, herein and to the premises shall be deemed forfeited.
d. A waiver by the City or any breach or breaches by the User of any one or more of the covenants and conditions hereof shall not constitute a waiver of, nor shall the same affect the right of the City hereunder to declare default for any such or other covenants or conditions.
e. The City shall without limitation as above set forth, have the right to any and all other legal remedies allowable by laws of the State of New Mexico, together with costs and reasonable attorney's fees in enforcing the terms and provisions of this Agreement or in terminating the same.

J. MISCELLANEOUS:

This Agreement shall be governed by the Laws of the State of New Mexico. Time is of the essence of each and every one of the conditions and terms of this Agreement.

This Agreement constitutes the entire contract between the parties hereto, and the City is not liable or bound in any manner by expressed or implied warranties, guarantees, promises, statements, representations or information pertaining to said premises, the condition thereof, or any other matter whatsoever made or furnished by any person, the City or otherwise unless such warranties, guarantees, promised statements, representations or information are expressly and specifically set forth in this Agreement.

The date of this Agreement shall be deemed to be the date upon which it is last signed by the parties hereto as indicated by the dates appearing adjacent to their signatures below. The Agreement shall nevertheless be

deemed to be effective at such date as the User takes possession hereunder.

User's failure to comply with this Agreement or any damage resulting from the acts or omissions of User shall constitute grounds for immediate cessation of this Agreement by the City and for permanent forfeiture of User's privilege of use of the Raton Convention Center.

K. <u>BINDING EFFECT</u>:

The terms hereof shall extend to, and be binding upon the heirs, administrators, executors, successors and assigns of the parties.