

Las Cruces Association of REALTORS®, Inc.
Facility Rental Contract

Name/Organization: _____

Address: _____ Email address: _____

Person responsible for all charges: _____ Phone: _____

Date of rental: _____ Times of rental: _____ Time of Event: _____

Rental Amount \$ _____ Deposit Amount \$ _____ Total Amount \$ _____

Please check what you will be using:

Classroom/Event Hall (Maximum 126 people) _____ Coffee Machine _____ (\$1 per pot)

Board Room (Maximum 20 people) _____ A/V Equipment (\$25) _____

The following policies will govern the rental/lease of the Association facilities by individuals or organizations:

1. Priority for the use of the facilities will be given to Association meetings and functions, after which facilities may be rented on a first-come, first-served or space available basis. However, the Association reserves the right to refuse the use of the facilities to any individual or organization. **Hall rental times between 10 am and 12 am on weekends.**

2. **NO SMOKING** allowed on the premises. See Hold-harmless Agreement on back page-- *must be signed also.*

3. The Association will not provide personnel to assist in handling of exhibits and other materials needed by groups using the facilities. **If tables, chairs and other equipment are re-arranged they must be returned to "normal" setting at the close of the activity.** See diagram on bathroom wall.

4. The Association shall not be responsible for articles lost, stolen, or damaged, or for personal injuries sustained on the premises. See Hold-harmless Agreement on back page-- *must be signed also.*

5. All applications for use of the facilities must be submitted in writing (Rental Contract) and will be approved by the Association Management.

6. **Security:** One or two security guards for each rental, may be required, at the discretion of the Association Management. The charge will be eighteen dollars plus tax (\$18.00 + tax) per hour. The Association will contract security.

7. **Deposits:** A _____ deposit will be collected at the time of booking for all facility rentals. All nonmember facility rentals will also require a valid government issued ID and a valid credit card. The deposit will be refunded if the facility, restrooms and kitchen are left clean, all trash is removed to the outside dumpster, the table and chair arrangement is put back in its original order and there are no damages to the facility or its' contents. **The _____ deposit will be non-refundable for any cancellations.** Renter's credit card will be billed for any damages or cleaning in excess of the _____ deposit. **Renter is responsible for bringing and using their own cleaning supplies.**

8. **Cancellations:** The _____ deposit will be non-refundable for any cancellations.

9. **Advertising:** When advertising the meeting location for which facilities of the Association have been rented, only the wording "LCAR Event Hall, 150 E. Idaho Avenue, Las Cruces, NM 88005" may be used. The Las Cruces Association of REALTORS®, Inc. may not be in agreement with the concepts, ideas, philosophies or products promoted by individuals or organizations renting the facilities. Therefore; renters may **NOT** use the Association's full name when advertising meeting locations. Any radio or television advertising must be pre-approved by the Association before being published to the public.

10. All rules and fees are subject to change with approval of the Association Management. The above information has been read, understood, and approved, and the undersigned agree to assume full responsibility in complying with all conditions regarding the use of the Las Cruces Association of REALTORS®, Inc. facilities.

Renter's Signature: _____ Date: _____

Print Name _____

Facility Rental Checklist:

The following is a list of charges that may be deducted from your deposit if the facility is not left the way it was rented:

- Trash removal (facility and restroom waste cans and any loose trash): \$50.00
- Vacuum carpet and/or clean floors (not just sweep but mop also): \$50.00
- Clean kitchen or bathroom: each \$50.00
- Restore facility's tables and chairs to original order: \$50.00
- Tables or chairs each \$50 to \$100
- Other damages to facility will be deducted upon assessment of damage

*** Renter's credit card will be billed for any cleaning or damages over and above the total deposit collected at the time of booking by the Association.**

I have read and agree to the above charges.

Renter's Signature: _____ Date: _____
Print Name _____

Charges: Deposit \$ _____
 Facility Rental \$ _____
 Security Guard \$ _____ (\$18.00+ tax/per hour/per guard)
 Alcohol on Premises fee \$ _____ (\$50 per hour alcohol is to be served)
 A/V Equipment \$ _____ (\$25)
 Coffee Machine: \$ _____ (\$1 per pot)
Total \$ _____

Payments: - _____ (Date Paid: _____)
= _____ Balance due 7 days before rental date (Balance due by: _____)

Las Cruces Association of REALTORS®, Inc. : _____ Date: _____
Print Name: _____

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

1. In consideration for renting the Event Hall at the Las Cruces Association of Realtors® at 150 E. Idaho, Las Cruces, New Mexico, I hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE the Las Cruces Association of Realtors®, it's Board of Directors/members, employees, nor the Security Guard (if contracted), and the Security Guard Company (if contracted), (hereinafter referred to as RELEASEES) from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, to any property belonging to me or my guests, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES, or otherwise, while participating in the use of the facility, or while in, on or upon the premises where the activity is being conducted or in transportation to and from said premises.

2. I am fully aware of risks and hazards connected with the activity, including the providing of food and/or liquor, and I hereby elect to voluntarily participate in said activity, and to enter the above-named premises and engage in such activity knowing that the activity may be hazardous to me and my guests. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by me, or any loss or damage to property owned by me, as a result of being engaged in such an activity, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES or otherwise.

3. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASEES from any loss, liability, damage or costs, medical costs associated with an injury, or court costs and attorney's fees, that may incur due to my participation in said activity, WHETHER CAUSED BY NEGLIGENCE OF RELEASEES or otherwise.

4. It is my express intent that this Release and Hold Harmless Agreement shall bind the members of my family and spouse (if any), if I am alive, and my heirs, assigns and personal representative, if I am not alive, shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the above named RELEASEES.

Signed: _____ **Date:** _____
Print Name _____