

# BOSQUE FARMS RODEO ASSOCIATION

## 2018 COWBOY HALL RENTAL AGREEMENT

**I. Lessee**

Name:

Address:

Phone:

E-mail: \_\_

**II Planned use of Premises:**

- Alcohol will NOT be used
- Alcohol WILL be used (*If checked, see Section X Alcohol below*)

**III Date(s) and time of rental:**

Date: \_\_\_\_\_ Time: \_\_\_\_\_

Please call the Bosque Farms Rodeo Association (BFRA) Caretaker at 505.869.2096 and leave a message with your telephone number. He will contact you to coordinate the opening and closing of Cowboy Hall (CBH).

**IV Facilities rented:**

- Cowboy Hall
- Outdoor Patio
- Parking Lot

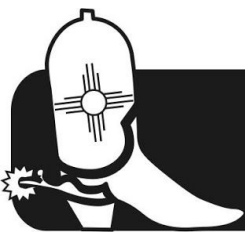
**V Security:**

Any function involving youth guests (under 18 years old), Lessee must provide eight adult chaperones (over 25 yrs.). Names and proof of age of the chaperones are required to be submitted with the contract.

Section X describes required security for events serving alcohol.

**VI Lease Fees:**

\$450 for a full day (12 hours) x _____ days :	\$ _____
\$25 utility rate for special events x _____ days:	\$ _____
Set Up Charges: (If necessary, rate is \$30.00 per hour)	\$ _____
Utility Hookup(s) x _____ Days	\$ _____
Other: _____	\$ _____



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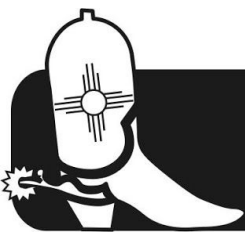
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Damage Deposit: (Checks WILL BE deposited upon receipt)      \$ 500.00

TOTAL: \$ \_\_\_\_\_

### VII Reservation, Payment, Deposit, and Use Policy:

- Signing deposit (\$100.00) and signed contract must be received by BFRA within 15 days of receipt by Lessee or 10 business days prior to event, whichever is the earlier date, to confirm dates and use requested.
- Balance of payments required must be received by BFRA at least 10 business days prior to event. If payment in full is not received, BFRA may, in its sole discretion, cancel the lease and retain any payments made.
- Reservation is NOT confirmed until signing deposit, and signed contract are returned by prospective Lessee.
- The \$100.00 signing deposit is *non-refundable* once Lease Agreement has been accepted by BFRA, unless specifically waived by BFRA.
- The \$500.00 damage and clean up deposit will be refunded within 15 days after the Lessee and BFRA Caretaker's final walk through
- The final walk through is conducted by the Lessee (contract signer) and the BFRA Caretaker. A checklist of items that require clean-up after the event (derived from the contract) will be used to ensure the Cowboy Hall, Patio and Parking lot is returned in same or better condition than when rented. Otherwise a damage and clean-up charge will be assessed against said damage deposit.
- For events that include alcohol, the security deposit will be increased by \$250.00 to cover the costs of the security personnel. If the total cost exceeds \$250, the additional cost will be deducted from the basic security deposit. If the full \$250 is not expended, any surplus will be returned to the renter with the balance of the security deposit.
- All checks must be made payable to BFRA. Payment in the form of personal or business checks accepted until *ten* business days prior to event. Payment must be by Money Order, Cash, or Cashier's Check thereafter. Cash payments must be made in person directly to BFRA representative who will issue a receipt upon request.
- Any check returned by a bank upon initial presentation by BFRA for payment shall constitute non-payment, and is subject to a thirtydollar (\$30.00) service fee. After an insufficient fund payment has been recorded, any and all future payments must be made in cash, money order or other certified fund transfer e.g. cashiers check. Any returned check must be replaced by certified funds within 5 days of notice by BFRA.
- PA system and/or music must stop by 11 PM. Music, if used, must be confined to Cowboy Hall and may not be played so as to violate community noise regulations.
- Lessee must remove all trash from the building. The Lessee may utilize the dumpster at the North end of the parking area to deposit trash.



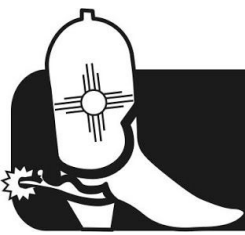
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- Lessee provides extra trash bags, paper towels, cleaning rags and cleaning products. Lessee is required to sweep the entire CBH and to spot mop or clean spills on the CBH floor.
  - **Do not** pour mop water into the kitchen or bathroom sinks or commodes; pour mop water outside the CBH.
  - The Cowboy Hall kitchen facilities can only be used for set-up and serving of prepared foods, including refrigerator storage of foodstuff, and heating or warming of pre-prepared foods. No “cooking from scratch” is allowed.
  - BFRA reserves the right to refuse a rental.

### VIII Insurance

- Lessee must provide comprehensive general liability insurance covering BFRA as an additional insured, for the period of the lease. This may be a rider on Lessee’s policy such as a homeowner’s policy.
- Proof of insurance coverage is required no later than 1 business day prior to the lease period.
- Unless otherwise agreed by both parties as noted below in this paragraph, the Lessee will submit proof of comprehensive general liability insurance in the amount of at least *\$500,000 single occurrence limit for bodily injury and property damage covering Lessee’s use of the premises (Note: \$1,000,000 for events that include alcohol)*. The Certificate of Insurance must name BFRA as an additional insured.
- Insurance Policy: Name of Insurer \_\_\_\_\_



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### **VIII Liability:**

BFRA assumes no liability for personal injury or for the loss or damage to any property of the lessee or its patrons, employees, contractees, invitees or guests due to fire, theft, tornado, weather conditions, or the negligent or intentional acts of lessee or its guests or invitees, or any third party, or other incident. Lessee agrees to defend, hold harmless and indemnify BFRA and its officers, members, and employees from any or all claims, damages, expenses, costs, fees (including attorney, fees) and liabilities of any type whatsoever arising under or as a result of this lease.

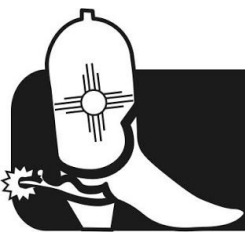
### **X. Alcohol Rules and Policy:**

Bosque Farms Rodeo Association (BFRA) has the following rules and policies pertaining over alcohol consumption within the boundaries of the BFRA. All policies and rules are extended to those individuals and entities that have entered into contract with BFRA as Renters of BFRA facilities. All Lessees of BFRA facilities are required to abide by, and follow all Federal, State, County and Municipal laws pertaining to the possession, consumption and distribution of alcohol beverages. In no way implied or assumed will BFRA provide guidance or training for the Renter in serving alcoholic beverages.

- Alcohol can only be served by individuals with current New Mexico alcohol server's licenses and must be approved by the BFRA Board of Directors.
- The arrangements must be for a hosted service (no charge for drinks). Other servers or businesses with the appropriate licenses and proven experience may be used, but must be approved by the BFRA Board of Directors.
- It is the responsibility of the Lessee to make the arrangements/contracts with the servers, including who purchases and delivers the alcoholic beverages, mixers, serving glasses, napkins, etc.
- The Lessee is also required to cover the costs of security for the time that alcohol is being served.
- The BFRA has an agreement with the Bosque Farms Police Department (BFPD), that Bosque Farms Police Officers as the sole entity that can provide security personnel.
- Arrangements must be coordinated with the BFPD at least 2 weeks before the event, to ensure that an officer is available. BFPD reserves the right to cancel their service and/or offer the service through another agency, at any time.
- Security Deposit: for events that include alcohol, the security deposit will be increased by \$250.00\* to cover the costs of the security personnel. (See Section VII Reservation, Payment, Deposit, and Use Policy)
- Insurance: for events that include alcohol, required insurance amount is raised to \$1,000,000.00 (see Section VIII Insurance).

### **XI ADDITIONAL TERMS AND CONDITIONS**

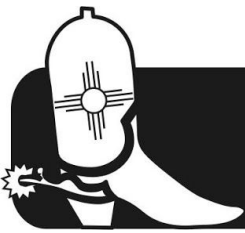
- Lessee agrees that the use of the facilities is only for purpose set, forth in the Contract.



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- No product or service will be offered that is detrimental to the health or safety of the public. BFRA reserves: the right to determine whether an item is offensive or in poor taste, or is detrimental to the health, or safety of the public attending the event, and to prohibit the use, sale or display of such an item.
- No food product maybe sold, dispensed or distributed by Lessee or its employees, agents, guests or invitees, until a valid New Mexico Environment Department food service permit is obtained. All food products must be dispensed in accordance with the provisions of the New Mexico Food Service Act and BFRA regulations.
- Firearms or explosives are not permitted on BFRA grounds.
- Smoking and use of other tobacco products are only permitted in the outside patio area adjoining Cowboy Hall. No tobacco products are permitted inside any building or other structure on BFRA property.
- Absolutely no alterations, addons, or improvements of any nature shall be made to the premises unless prior written permission has been obtained from BFRA. Thumbtacks may be used to place decorations on walls; no tape or staples on any painted surface or walls. Nails for hanging decorations have been installed for your convenience. Please ask first about special decorations.
- All activity, oral and visual advertising, solicitation and distributed material must be in good taste, must be neutral or positive in nature, and may not be defamatory, derogatory, profane or vulgar.
- BFRA assumes no responsibility or liability for any failure of electrical service, or damage to equipment or property caused by variations or surges in supplied power.
- Vehicles on the grounds may not be driven at more than 5 m.p.h. Pedestrians shall have the right of way. BFRA reserves the right to determine the use and limits of vehicles on the grounds.
- BFRA reserves the right to have local police remove from BFRA grounds and buildings persons deemed to be disturbing the peace or breaking any laws.
- This contract terminates at the close of the event, unless otherwise specified.
- Lessee shall comply, with all applicable federal, state, local and BFRA statutes, laws, ordinances, rules, regulations and licensing requirements including but not limited to safety, tax, employment and ADA regulations.
- Failure to comply with any term or provision of this Lease Agreement will constitute a default allowing immediate termination by BFRA. Immediate termination of this Agreement will result in forfeiture of all payments, rights, and privileges of the Lessee. Upon such immediate termination, Lessee agrees immediately to vacate the premises, subject to the conditions stated below regarding BFRA's right to lien,
- Lessee acknowledges Lessor's right, to the extent allowed by applicable law, to lien, hold and sell with due legal notice personal property on or to be brought on the premises in order to satisfy unpaid rent, expenses and utilities, including without limitation, expense of



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repairs necessitated by Lessee's use of the premises. No property of Lessee brought onto the leased premises shall be removed by Lessee so long as Lessee is in default of any term of this lease.

- Lessee agrees to all the fees payable, as well as the conditions presented throughout this contract. It will be the lessee's responsibility to see that Lessee and their guests enforce all conditions and rules as stated herein.

Signature by lessee constitutes acceptance of all conditions of this lease and to indemnify and hold BFRA harmless with respect to any claims arising out of any use of alcohol at this facility during the term of this lease. This Contract is not transferable and the subletting, assigning or apportioning of the whole or any part of the contracted space is strictly prohibited.

**Lessee Representative:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**BFRA Representative Acceptance:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Mailing Address:**

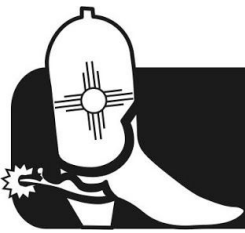
Bosque Farms Rodeo  
Association  
P.O. Box 6, Peralta, NM  
87042

**Physical Address:**

1040 Arena Rd.  
Bosque Farms, NM 87068

**Phone Numbers:**

8696610 Contracts  
8692096 Info



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### **Notes for BFRA Representative which are not part of the contract:**

- Most servers and businesses require 2 servers for a minimum of 4 hours. This service costs typically start at \$200\* (\$25\* per hour per server) and may be more depending on the full range of services provided.)
- The BFRA has an agreement with the Bosque Farms Police Department, that Bosque Farms Police Officers as the sole entity that can provide security personnel. Bosque Farms Police contact is Lt. Owen and can be reached by phone at 505-869-2358 or email at [a.owen@bosquefarmsnm.gov](mailto:a.owen@bosquefarmsnm.gov).
- Insurance source example: [www.privateeventinsurance.com](http://www.privateeventinsurance.com)