

# Quay County Fair Grounds Rental Agreement

This agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

between the **Board of Quay County Commissioners**, "LESSOR" and

**NAME OF GROUP** \_\_\_\_\_ "LESSEE"

**ADDRESS** \_\_\_\_\_ **TELEPHONE** \_\_\_\_\_

**DESIGNATED REPRESENTATIVE:** \_\_\_\_\_

In consideration of the mutual promise, agreements and covenants of the parties above, the parties hereto agree to rent the following area(s) of the Quay County Fairgrounds:

<b>Travis Nelson Bldg.</b>	_____
<b>North Exhibit Center</b>	_____
<b>South Exhibit Center</b>	_____
<b>Kitchen</b>	_____
<b>Arena</b>	_____
<b>West Parking Lot</b>	_____
<b>Horse Stalls</b>	_____

**On the following: Date(s)** \_\_\_\_\_ **Time(s)** \_\_\_\_\_  
**Function:** \_\_\_\_\_

## FEES AND DEPOSITS

The **LESSEE** hereby agrees to pay rental & deposit fees in advance for the use of facilities desired above. These fees will be paid to the Quay County Government and deposited to help defray the fairgrounds operating expenses.

The **LESSEE** agrees to pay a deposit. This deposit shall be retained by the **LESSOR** and returned to **LESSEE** after function has been held and after an inspection of the premises by **LESSOR** with **LESSEE**, provided however that is, the facility is not found to have been damaged in any manner, whatsoever. If any furnishings or supplies are broken or lost, the **LESSEE** will be responsible for paying the total cost of the repair in order to restore the facility and its contents to it's original condition.

The following fees will be charged to organizations or individuals desiring to rent the Quay County Exhibit Center or any portion thereof, except the Board of Commission may, at its discretion, waive rental fees set fourth herein.  
**(Kitchen rental fees and kitchen cleaning deposits will not be waived under any condition.)**

## Rental Rates For Quay County Exhibit Center

	Fee for Day Use	Deposit	\$ _____
<b>Travis Nelson Bldg.</b>	\$100.00 Ck # _____	\$150.00 Ck # _____	\$ _____
<b>North End</b>	\$150.00 Ck# _____	\$150.00 Ck# _____	

Dances: Because of the extensive use of facilities for Dances, they are booked at special rates as follows:

<b>North End</b>	\$150.00 Ck# _____	\$300.00 Ck# _____	\$ _____
<b>South End</b>	\$125.00 Ck# _____	\$150.00 Ck# _____	\$ _____

Auctions: Because of the extensive use of facilities for auctions, they are booked at special rates as follows:

<b>North End</b>	\$300.00	\$300.00	\$ _____
<b>South End</b>	Ck# _____	Ck# _____	
<b>Kitchen (Includes Grill)</b>	\$50.00 Ck# _____	\$150.00 Ck# _____	\$ _____
<b>Arena</b>	\$25.00/Day \$100.00/Night Ck# _____	\$250.00 Ck# _____	\$ _____
<b>West Parking Lot</b>	\$100.00 Per Event CK# _____	\$250.00 CK# _____	\$ _____
<b>Horse Stalls</b>	\$12.00/Per Stall Per Day Or \$500.00 Dollars Per Event	\$12.00 Per Stall \$500.00	\$ _____

**GRAND TOTAL** \$ \_\_\_\_\_

PLEASE PROVIDE SEPARATE CHECKS FOR RENTAL FEES AND DEPOSITS

**Please Note:** Any Organization that has rental fees waived will still be responsible for providing deposits.

**Please Note:** Any Organization with livestock will be required to provide stock tanks and feeding troughs

**TABLE AND CHAIRS:**

The **LESSEE** is permitted to use those tables and chairs within the building for its function. **LESSEE** further understands and agrees that **LESSEE** is solely responsible for the set up of tables and chairs, as well as the return of tables and chairs to the proper storage location. (Failure to do so will result in forfeiture of deposit.)

**PANEL USE:**

If livestock panel is destroyed the **LESSEE** must reimburse Quay County the replacement cost of the panel.

**BUILDING PREPARATION:**

The building will be cleaned by fairgrounds maintenance personnel in advance of the function. It will be the duty of the **LESSEE** to have the building cleaned and leave the facility in an orderly condition.

**DISPLAYS AND DECORATIONS:**

**LESSEE** may, at his own expense, install such special displays, decorations, or other items, provided that they do not attach in any manner to the buildings, furniture, furnishings of equipment to the damage thereof.

**LAWFUL AND ORDERLY CONDUCT:**

The **LESSEE** will take all steps necessary to insure that those attending the function described above shall be, at all time lawful and orderly. **LESSEE** shall provide adult supervision for any youth function held at the facility. **LESSEE** shall not allow alcoholic beverages or narcotics on the premises. Arrangements for the sale or service of alcoholic beverages may be permitted in strict compliance with Section 60-6A-12 NMSA, through a special dispensers permit and payable of all state and local fees.

**LESSEE** will be responsible for delivering an insurance certificate applicable to such special dispenser's permit form the License holder and waiver to the Quay County Manager prior to function. The service of alcoholic beverages shall be in total and strict compliance with all laws and regulations of the State of New Mexico. No alcohol shall be permitted on the premises except that which is provided by the License holder for the special permit.

## **NON-ASSIGNMENT**

The **LESSEE** is not authorized to assign this agreement or its rights hereunder to another person or organization, unless the Board of Commission gives prior written permission. Any attempt- unauthorized assignment shall be void.

## **LIABILITY INSURANCE**

It is agreed that the **LESSEE** shall assume all responsibility and hold the **LESSOR** harmless for any personal liability, which might ensue from any cause whatsoever. **LESSEE** (sponsoring organization) shall provide a Certificate of Liability Insurance, which tracks with Tort Claim Act [41-4-1 to 41-4-27 NMSA 1978] for the current amount of \$100,000 property, \$300,000 any person, \$500,000 single occurrence. **LESSEE** will be responsible for delivering an insurance certificate and waiver to the Quay County Manager's office prior to function.

## **ARENA- BUILDING-WEST PARKING LOT USE:**

- **LESSEE** agrees not to permit the use of any other fairgrounds building and facilities other than those specified in this contract.
- The **LESSEE** also agrees to be responsible for the securing of the premises and clean up after use and for the return of the keys issued within a reasonable time after use of the facilities.
- **LESSEE** further agrees that he will not use nor permit the use of the facilities for any other purpose except as herein provided.
- **LESSEE** further agrees to abide by arena rules.
- All gates will be closed during event.
- No dogs or pets will be allowed.

## **PRIVATE ARENA USE**

Private Individuals or businesses place the following stipulations on the use of the arena:

- Fee will be \$25.00 per month
- Arena use limited to Monday thru Friday from 8:00 a.m. to 5:00 p.m.
- Use of arena limited to 3 times per week
- Must make prior arrangements with the fairgrounds maintenance person.
- May not use the arena when another group has reserved the facility
- The arena will not be plowed for private use

**Quay County, Quay County Commissioners, Quay County Fair Board, or Quay County Extension Service may not be held liable in case of accident.**

**HORSE STALLS**

- One horse per stall
- **LESSEE** is responsible for cleaning stall(s)

**SIGNATURES**

The named above is requesting to use premise owned and managed by Quay County Government, New Mexico for the activity or event described above.

In consideration for permission being given, through signing below, does hereby release and discharge Quay County, its Board of Commissioners and its Fair Board from any and all claims, demands and causes of action that may arise on connection with the activity of event described.

The release shall insure to the benefit of Quay County and shall bind **LESSEE** and their respective heirs and legal representatives.

The person signing this release warrants to Quay County that he/she is duly authorized to act as the **LESSEE** or agent for the Organization and its membership.

Upon execution of this agreement by the **LESSEE** and **LESSOR**, it shall be a legal binding contract between the parties.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Applicant-LESSEE \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Board of Quay County Commission/Fair Grounds Supervisor, Quay County Exhibit Center-**LESSOR**

\_\_\_\_\_

State of New Mexico

County of \_\_\_\_\_

Subscribed and sworn to (or affirmed) before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

My Commission Expires \_\_\_\_\_

Notary Public Phone \_\_\_\_\_

Notary Signature \_\_\_\_\_