



Bernalillo County Open Space Bachechi Environmental Education Building

Facility Use Agreement and Application Packet

EFFECTIVE DATE: January 2012

Policy Statement

Bernalillo County Open Space strives to be a dynamic network of properties with important natural or cultural resources managed to benefit people, plants, and wildlife by protecting and enhancing viewsheds, water resources, wildlife habitat, cultural/historical sites, and prime agricultural lands; and providing resource-based recreation and environmental education.

The Bachechi Environmental Education Building (BEEB) is a community facility intended to support environmental education and resource-based recreation on the premises. BEEB is ideal for workshops, meetings, presentations, and classes of all age levels. While the Bernalillo County Open Space has limited staff to support a wide variety of activities, any class, group, or organization that meets the open space objective for BEEB can use the facility free of charge. Thoroughly review and complete this packet to use the facility and do not hesitate to contact Bernalillo County Open Space if you have any questions: call 505-314-0398 or email calangan@bernco.gov

Open Space Regulations

The following activities are PROHIBITED in all Open Space properties:

- Operation of motorized vehicles, outside of designated areas
- Dumping and/or littering
- Discharge of weapons or hunting or trapping
- Camping and open fires
- Consumption of alcoholic beverages
- Possession of glass containers
- Pets off leash
- Removal or destruction of natural resources
- Feeding wild animals
- Vandalism of any kind

For additional Open Space Ordinances, refer to Bernalillo County Code, Chapter 58, Article II.

BEEB Rental/Reservation Rules & Policies for Facility Usage:

1. All events will begin and end at the time specified on the contract. Duration of event rental period must include time to set up and clean up facility.
2. Renter/User will follow the direction of the designated County representative.
3. Smoking is prohibited inside the facility and throughout the property.
4. **NO ALCOHOL CONSUMED OR ALLOWED ON COUNTY PROPERTY**
5. Renter/User is responsible for setting up and tearing down equipment. Any and all tables and equipment that are used must be cleaned and returned to the proper storage location after use. The County representative will provide directions for you.
6. Room/facility set up, clean up and trash removal (to main trash receptacles) is the responsibility of the user.
7. Renter/User shall not disturb in any way the art work that is displayed at the facility.
8. Renter/User shall not adhere anything to the walls or ceiling except in designated areas.
9. Renter/User is financially responsible for any and all damages to the facility that occurs during the rental period. A \$500.00 damage deposit must be submitted prior to using the facility. The deposit will be returned to the renter after the event pending no damage has occurred. If damage has occurred to the facility and/or equipment, materials or other County property, the damage deposit will be used to cover the expenses and of damage and the renter is responsible for paying any additional amount if necessary beyond the \$500.00 damage deposit. If the damage does not amount to \$500.00, the remaining funds will be returned to the renter.
10. A County representative is responsible for ensuring an inspection is conducted of the facility and equipment used prior to authorizing access/use of the facility. Reference the attached cleanliness checklist. This form will be signed and dated by both the County representative and the renter before and after use of the facility.
11. Failure to comply with these policies may result in loss of damage deposit and future use of the facility by the renter.
12. **NO SUBLETTING OR SUBLEASING UNDER ANY CIRCUMSTANCES.**

_____ **Renter/User's Initials and date**



SHORT TERM FACILITY USE AGREEMENT ("AGREEMENT")

_____, hereby requests the use of the Bachechi Environmental Education Building located at 9521 Rio Grande Boulevard, NW from the period of ___/___/___ thru ___/___/___ from ___(a.m./ p.m.) to ___ (a.m. / p.m.) Time includes ___ hour for set up and ___hour for clean up for a total of ___ hours to rent the facility for the purpose of _____

(Explain use of facility in detail & number of attendees)

Subject to acceptance of this request by the Board of County Commission of the County of Bernalillo, NM, (the "County"), the County hereby agrees to the following terms and conditions.

1. The maximum number of people using said facility shall be ___ and the User agrees to the occupancy limits of the area.
2. User shall defend, save, hold harmless, and indemnify the County from any and all claims for the loss, damage or injury to any person or property from User's use of the said facility.
3. User shall remit a damage deposit of \$500.00 by check payable to Bernalillo County for use of the Bachechi Environmental Education Building. User shall be financially responsible for any and all loss, damage to property, or injury that exceeds the amount of the damage deposit and might be the result of the User's activities being conducted at said facility.
4. User agrees to be responsible for all costs, attorney's fees and expenses incurred by the County in enforcing its rights pursuant to this use agreement, or in pursuing all available remedies which may be allowed herein or at law in equity
5. User shall pay the charges in full to secure rental and will receive a receipt of invoice for the County's use of said facility that will be determined in accordance with the attached Schedule of Rates and Charges.
6. In the sole discretion of the County, User may be required to present evidence of liability insurance, in such amount and form, as required by the County, within five (5) days of execution of this agreement. The County reserves the right, in the event of a failure to provide evidence of insurance, to cancel this facility use agreement.
7. User is responsible for ensuring the facility is returned to the County in clean, safe, and professional manners. See attached cleaning checklist. User is responsible for complying with the cleaning checklist.
8. The County reserves the right to cancel this use agreement at any time for any reason including a conflict with use for County purposes or a determination that User's use of County facility is inappropriate.
9. The User must notify the County at the time this agreement is signed if there will be any reasonable accommodations needed by a person(s) with a disability.
10. County programs will have priority over any outside usage of building. Food sales require appropriate food handling permits.

DAMAGE DEPOSIT PAID BY: _____ DAMAGE DEPOSIT CHK # _____ RECTRACK RECEIPT# _____ PROCESSOR SIGN _____

THE TERMS AND CONDITIONS OF THIS AGREEMENT SHALL BE BINDING UPON APPROPRIATE SIGNATURES BEING OBTAINED. THE EFFECTIVE DATE OF THIS AGREEMENT SHALL BE THE DATE OF THE LAST SIGNATURE HEREON.

_____ SIGNATURE OF USER	_____ DATE	_____ EMAIL
_____ ADDRESS	_____ PHONE	
_____ MANAGER-BCPR FACILITY	_____ DATE	

Attachment A

FACILITY CLEANING CHECKLIST

*****Checklist to be completed by County Representative and Renter on the date of the of the rental*****

Date:		Time:		Before _____ After _____	
	INSTRUCT.	Staff Initials / Date	Renter's Initials / Date	Recommend Refund Y/N	Comments
		Before/After	Before/After		
	All floors clean from spills and trash				
	IT equipment complete and in good condition repair - undamaged				
	Educational equipment complete and materials in good condition repair - undamaged				
	Refrigerator clean - personal food & drink items removed				
	All trash taken to designated areas and compost taken to the compost bin. New bag placed in trash receptacle. No stains in hallways or on walkways due to leaky trash bags.				
	Sink clean - no food in sink or drain				
	All counter surfaces are cleaned from food spillage				
	All decorations, removed from tables and walls				
	Tables and chairs complete and returned to storage area				
	Doors and windows locked and security system activated.				
Comments					
Recommended Refund Y / N		County Rep. Initial/Date		Renter's Signature / Date	



**LONG TERM FACILITY USE AGREEMENT
FOR
Bachechi Environmental Education Building**

THIS FACILITY USE AGREEMENT ("AGREEMENT") IS MADE AT Albuquerque, New Mexico on this _____ day of _____ by and between the COUNTY OF BERNALILLO (the "COUNTY"), and _____ (the "User").

WITNESSETH:

That in consideration of the mutual promises, covenants, conditions and terms to be kept and performed, it is agreed between the parties hereto as follows:

1. Description of Area to be Used and Purpose for Use.

The User is authorized to use the _____ (the "Area") at the Bachechi Environmental Education Building for the purpose of _____

and for no other purpose. The User shall have a representative at the Facility at all times that is being used and shall have primary responsibility for safety and spectator control.

2. Maximum Number of Occupants.

The User shall be permitted to have no more than _____ people utilize the Area at any time.

3. Facility Use Fee and/or Special Instructions.

In consideration for the County's agreement to permit User to occupy and use the Area described above, the User shall tender payment (as so outlined in attachment ___ of this Agreement) on _____ to Bernalillo County in the amount of _____ per event for use of the Area ___ days in advance of each event. As additional or alternative consideration the User shall be required to comply with the following terms and conditions related to use of the Area:

4. Term of the Agreement.

The Term of this Agreement is for the period from _____ to _____, during the hours of _____ and _____. Absent a termination for cause, the User and the County shall each have the right to terminate this Agreement upon giving the other party at least thirty days (30) written notice of intent to terminate, such termination to be at the end of such thirty (30) day period or at such later date as is indicated in the notice to terminate. Any breach of a specific provision of this Agreement shall constitute termination for cause.

5. Unlawful and Prohibited Use

The User shall not use the Area, or any portion of the Facility, in any manner that is a violation of any applicable municipal or county ordinance, state or federal law or regulation. The User shall not permit the use or possession of alcoholic beverages or illegal drugs at its activities at the Facility.

The User shall neither use nor occupy the Facility or any part thereof for any unlawful, disreputable or hazardous purpose, nor operate or conduct business in a manner constituting a nuisance of any kind. The User and/or the County shall immediately, on discovery of any unlawful, hazardous or disreputable use, take action to halt such activity. The User agrees to conform to all reasonable rules and regulations which the County may establish; not to damage any part of the Facility, and not to permit any employee, agent or customer or visitor to be in violation of any obligation of User under this Agreement.

6. Inspection

The County shall have the right to inspect the Area during events for compliance with this Agreement.

7. Condition of Area

The User acknowledges that it has examined the Area prior to the making of this Agreement and knows its condition, and that no representations as to its conditions or state of repair have been made by the County or its agents that are not expressed in the Agreement. The User hereby accepts the premises in its present condition at the date of the execution of this Agreement.

8. Care of Premises

The User shall not perform any act or carry on any practices that may injure the Facility or Area or constitute a nuisance to other Users in the Facility and shall keep the Area clean and free from rubbish and dirt at all times.

9. Casualty or Injury.

If the Area or Facility is damaged by the User or any customer, participant or invitee of the User, during the term of this Agreement, the User shall be responsible for the cost of any such major and minor repairs. The User shall promptly report, in writing, any injuries to persons or damage to property of the County or others, which occurs during the use of the Area or the Facility.

10. General Liability Insurance

The User shall provide proof of General Liability, Workers Compensation, Business, Auto and other covers in accordance with Bernalillo County's Standard Insurance Requirements for contracts and procurements, and the County of Bernalillo shall be added as an additional insured. The User shall immediately notify the County, in writing, in the event the insurance is cancelled and shall cease all use of the Area until the User has provided proof that it has obtained replacement insurance in the amount required hereinabove.

11. Indemnification

The User shall indemnify, defend and hold harmless the County and its employees from any claims, suits, actions, causes of action or liability arising out of any loss, damage or injury to any person or property arising out of the User and any customer, participant or invitee use of the Area or use of the Facility.

12. Access to Common Areas

County may enter the premises to conduct business at any hour of the day for any reasonable purpose while User is using the facility. If the User deems any repair necessary for which the County

is responsible, the Users may request (in writing) that the County perform the repair. The County may enter the premises at any time to complete a repair that is essential to the use and occupancy of the facility.

13. Nondiscrimination

The User agrees to comply with all obligations contained in the New Mexico Human Rights Act and Title VII of the Civil Rights Act of 1964 and any amendments thereto.

14. Assignment

The User shall not assign, transfer or mortgage this lease to sublet the Premises in whole or in part without the County's prior written consent. Any assignment or subletting shall not relieve User of any of its obligations under this Agreement.

15. Place of Payment

Any payment due from the User under this Agreement shall be made payable by check or money order to Bernalillo County _____, Albuquerque, New Mexico.

16. Cumulative Remedies

Remedies, rights and benefits of this Agreement are cumulative and shall not be exclusive of any other remedy, right or benefit allowed by law.

17. Jurisdiction

In the event the County seeks relief from a court for a breach of this Agreement, the County is entitled to any and all attorney fees or other cost incurred in enforcing the provisions set forth in this Agreement. This paragraph shall also apply to an appeal of a lower court to an appellate court.

18. Waiver

One or more waivers by the County or the User of any of this Agreement's provisions shall not be construed as a waiver of a further breach of the same provision.

19. Substitute Space

It is understood that the County may substitute space within the Facility of similar quality for the Area identified in this Agreement.

20. Partial Invalidity

If any provision of this Agreement shall be invalid, the remainder of this Agreement shall not be affected thereby.

21. Notice

Whenever this Agreement requires notice to be served on the County or the User, notice shall be effective the day after mailing and shall be sufficient if mailed first class mail with postage fully paid, to the following address:

22. Amendments and Modifications

There shall be no amendments or modifications to this Agreement, unless agreed to in writing, signed by the User and the County.

23. Authority and Binding Effect

Each person executing this Agreement represents that they have the full right and authority to bind their respective party to the terms of this Agreement. This Agreement is not binding until it is executed by all parties, the terms and conditions of this Agreement shall be binding and inure to the benefit of the parties hereto, their successors and assigns. The parties do not intend that this Agreement inure to the benefit of any third-party.

24. Applicable Law

This Agreement shall be construed according to the laws of the State of New Mexico.

IN WITNESS WHEREOF, THE PARTIES HAVE SIGNED THIS Agreement in Albuquerque, New Mexico, the day and year first above written:

USER

COUNTY OF BERNALILLO

Signature

Signature

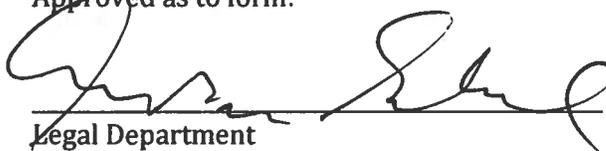
Title

Title

Date

Date

Approved as to form:



Legal Department