



Western Heritage Museum & Lea County Cowboy Hall of Fame Facility Rental Agreement & Contact

Museum Contact: Mari Vigil

575-392-6730

or mpankratz@nmjc.edu

Organization/Renter Information Name: _____ Mailing Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____	Museum Member? ____ Type: _____ Discount Percentage: _____
	Payment Information Deposit Paid: ____ Remaining Balance: _____ Date: _____ Date: _____

Date of Event: _____ **Day of Week:** _____
Event Name: _____ **Time Event Starts:** _____
Set Up Time: _____ **Take Down Time:** _____
Number of Attendees: _____ **Total Hours:**

Note: Rental Time includes time required for set up/tear down and actual event.

Rental Spaces Available & Fess

All rental times are in 4-hour increments. Each additional hour over the allotted 4 hours is an additional \$100.00.
Rental for the entire museum is an additional \$150.00 over allotted 4 hours.

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|-----------------------|---------|---------------------------------|-------------|-------------------------|------|
| ____ Entire Museum | \$500 | ____ Kitchenette Usage | \$50 | ____ Audio/Video | \$50 |
| ____ Chuck Wagon Room | \$250 | ____ Table Cloth Rental (per 5) | \$13 | ____ After Hours Rental | \$50 |
| ____ Theater | \$250 | ____ Additional Chairs/Tables | \$100 | | |
| ____ Patio | \$300 | ____ Additional Hours | \$100/\$150 | | |
| ____ Conference Room | \$50/hr | Extra Hour Count | ____ | | |

Food Services: Note: Advance approval is required for all non-Sodexo catering requests.

- ____ **Non-Sodexo Catering**
Type of Food: _____
- ____ **Sodexo Catering**
Type of Food: _____
- ____ **No Food Served**



We can provide up to 16 large round tables, 60", 9 tall tables: 31.5", 12 rectangular, 71", and 70 chairs.
Please itemize all equipment/tables/chairs/audio/video/ etc. needed:

Thank you choosing to rent the Western Heritage Museum & Lea County Cowboy Hall of Fame for your event! We hope you enjoy your experience, and book with us again. We are proud to represent the NMJC Campus, and wish to respect the reputation and values of this institution. By renting with us, you are also complying to those expectations.

Total Fees: _____	Deposit Due at Signing: \$ _____
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Rental Representative Signature: _____ **Date:** _____
Museum Representative Signature: _____ **Date:** _____

The Agreement

1. The Lessee shall not enter, occupy or use this listed facility (ies) until the time(s) and date(s) specified in this agreement.
2. That a contract for usage of Museum Facilities will not be entered into by Museum unless said Contract is signed and delivered to the Museum Office. The premises are to be used for only purposes disclosed on page 1 and for no other purpose, without prior written consent of lesser.
3. This agreement/contract must be signed and dated by an adult, 21 years or older and the Museum representative or designee.
4. A room layout will be returned to Museum at least five (5) working days before the event.
5. Included with this contract, the Lessee agrees to all Facility Rental Fees and Policies as set forth by the Museum designee.
6. The Lessee shall remit a deposit of 50% of the full balance due for the rental of said facility/property within 10 days of the time of the rental. Full payment is required no later than the day of the rental unless invoiced by the Museum.
7. The Lessee shall not consume or possess any illegal drugs or alcohol. If Lessee is found to have broken this agreement, the deposit will be forfeited and additional fee will be applied.

Liability

8. Lessee will be responsible for and will pay for any damage to Museum property arising out of the use of the said facility pursuant to this contract.
9. That the Museum does not assume any liability for personal property loss or stolen items on NMJC premises, or for personal injuries sustained on the premises during Lessee(s) use of the premises and Lessee(s) hereby agree to hold NMJC and the Museum harmless from all claims, suits or judgments or damages arising out of any such property loss or personal injury.
10. It is fully understood and agreed by the parties that the Lessee(s) guarantees to indemnify and hold harmless NMJC and Museum, its officers, employees, volunteers and agents against any and all claims, damages, losses and suits of any manner which might arise as a result of the covered function(s) and that the Lessee agrees to defend NMJC and Museum, its officers, employees, volunteers and agents and indemnify same against any and all expenses incurred in the defense of any suit of any type arising out of the covered function(s) or any damages, judgments or decrees which might be awarded against the same in the event that suit should be brought as the result of the covered function(s) as identified.
11. If required in writing by NMJC and the Museum, the Lessee(s) shall keep in force, to the satisfaction of NMJC, at all times relevant hereto, general liability and bodily injury insurance in amounts of \$1,000,000 for each person and each occurrence, and property damage insurance in amounts of \$1,000,000 for each occurrence and aggregate total. The Lessee(s) agrees that before the covered function(s) may commence on NMJC property/facility, the Lessee(s) shall furnish Certificates of Insurance for the insurance coverage required herein, for events involving physical activity or risk (as determined by NMJC at time reservation), naming the NMJC as an additional insured.

Facilities and Equipment

12. Lessee stipulates that s/he has examined the premises, including the grounds and all buildings and improvements at this lease are in good repair, and in a safe and clean condition. Lessee agrees to surrender the premises in as good and safe condition as they were at the commencement of this lease, reasonable use and wear excluded. The Lessee shall vacate the facility/property at the time(s) and date(s) indicated or Lessee could be charged an additional per hour rental fee.
13. That no Museum equipment shall be removed from the building without permission of the NMJC Executive Director of the Museum or designee.
14. No firearms or weapons, illegal drugs, or any alcoholic beverages, or other dangerous materials shall be brought or consumed upon the premises or be in the possession of any member of the party. It is agreed that violation of this provision shall result in automatic revocation of all rights hereunder and the forfeiture of all fees. The foregoing shall not be interpreted as limited or revoking any rights of NMJC and Museum under this contract. All laws of the State of New Mexico and Lea County shall be followed by Lessee(s) and appropriate Law Enforcement notification of any violation.
15. The lessee(s) shall not exceed the maximum Fire Code Occupancy. The lessee(s) will notify NMJC of the number of participants as related to the requested room setup. Fines resulting from violation of this code will be the responsibility of the lessee(s). NMJC and Museum is obligated to enforce Fire Code violations for safety and security of participants.

Cancellation

16. That either party hereto may cancel this contract by delivery of written notice to the other party at least 2 days prior to the scheduled hour as herein before designated. If this contract is so canceled by the Museum, Lessee(s) will not be required to pay the fee herein before designated. If contract is so canceled by the Lessee(s), all deposits will be forfeited.

Disclaimers

17. NMJC and Museum reserves the right to prohibit activities or functions that in their opinion are deemed inappropriate to the mission of NMJC and Museum.
18. Museum reserves the right to change facility assignments based on conflict with activities that are associated with the educational mission of the institution.

Please initial as read and agreed: _____