



Date Received: _____

City of Anthony

820 HWY 478

Anthony, New Mexico 88021

(575) 882-2983 Office/ (575) 882-2978 Fax

www.cityofanthonymm.com

FACILITY USE APPLICATION

Application must be submitted two weeks in advance of the requested date. A refundable \$100 deposit is required for all facility reservations. Events are eligible for a refund if canceled 48hrs in advance of the requested date. Events canceled less than 48hrs are not eligible for a refund. All fees are due 48hrs before the event.

APPLICANT INFORMATION (please print legibly)

Applicant Name _____ Phone Number _____

Applicant Address _____

City/State/Zip _____ Email _____

ORGANIZATION

Organization Name _____ Phone Number _____

Address _____ Email _____

City/State/Zip _____

Permits are issued at a minimum of 2 hours from 8:00am-5:00pm M-F; 8:00am-2:00pm Sat.

Facilities are reserved at \$25.00 for the first 2 hours and \$10.00 for every additional hour.

(Please refer to Site Use Agreement for further details)

Facility Requested _____

Date(s) Requested From _____ To _____

Number of Hours _____ Number of Days _____

Purpose of Event _____

Applicant Signature _____ Date _____

Office Use Only

Total \$ _____

Deposit Amount \$ _____

Subtotal \$ _____

Received By _____ Date _____

Approved By _____ Date _____

SITE USE AGREEMENT

1. *General Conditions*

This agreement is entered into between the City of Anthony (City) and the (User): _____

The City agrees, in consideration of the promises and representations made by user in the Application, all of which are deemed material and made by the user intending the City to rely on each one and intending to be legally bound, to the Terms and Conditions set forth below. The City does not guarantee the suitability of the facility or of the facility's contents for the uses intended by the User. User agrees that in the event this Permit is canceled by User, or due to User's failure to meet agreement requirements, refunds of any fees paid by User will be at the discretion of the City. Any change to this Site Use Agreement shall be made in writing at least five (5) business days prior to the date of the event and subject to approval by the City.

2. ***Lawful Use:*** The use shall be conducted in compliance with all federal, state and municipal statutes ordinances, rules and regulations including those with regard to discrimination. City facilities shall not be used for any unlawful purpose and in addition to the safety rules and policies specific to the City which are attached hereto (If any), the User shall not:

- a) Allow litter or debris and shall keep the premises clean at all times.
- b) Allow use of alcohol, illegal drugs and tobacco which are prohibited on all City property at all times.
- c) Allow guns on City property except for those in the possession of duly certified law enforcement personnel.
- d) Allow open fires including candles, torches, and bonfires except pursuant to prior approval and permit by the City or other official having jurisdiction.
- e) Allow building exits to be blocked for any reason.
- f) Allow parking except in designated areas.
- g) Allow access to areas not specified for use in the Site Use Agreement.

3. ***Notice of Accidents:*** All users shall give written notice to the City of any accident resulting in bodily injury or property damage occurring on City premises or in any way connected with the use of the City premises within 24 hours of the accident. The notice shall include details of the time, place and circumstances of the accident and the names, addresses and phone numbers of any persons witnessing the accident.

4. ***Damage to User's Property:*** The City assumes no liability or responsibility for any personal property of the User or of its employees, agents, representatives, guests, volunteers or invitees brought onto the premises during the term of this Agreement.

5. **Parking and Security:** The City may determine at its sole discretion whether the event requires additional parking arrangements or security staff. If such a determination is made by the City, the User must arrange for and be responsible for payment of personnel or the other arrangements necessary to provide those additional parking and/or security requirements. User must provide proof within five (5) days prior to the event that the arrangements have been made and that User has guaranteed payment to those providing those additional services. During the event all motor vehicles of participants must be parked in accord with all posted and/or painted restrictions.

6. **Insurance:** The User must have proper insurance and User shall deliver Certificates of insurance no later than 48 hours in advance of the facility use or this Site Use Agreement shall be cancelled.

7. **Use by Commercial Groups:** Commercial groups shall provide a copy of a current business license. Commercial groups shall inform participants in writing that the activity is not sponsored by the City.

8. **Site Security:** The User must assure that activity participants and/or guests/spectators only access those site areas designated for the activity. The designated Event Contact Person shall verify that all the areas utilized were properly checked and secured upon departure from the City's premises.

9. **Fees:** All fees are to be paid to the City. In addition to the use fee, users may be required to reimburse the City for special services such as setting up tables and chairs, use of city equipment or additional wear and tear on the premises, equipment and other City property. All fees shall be made by check or money order and shall be made payable to the City of Anthony. Direct payment or tips to City employees are prohibited.

- \$25.00 For first two hours (two hour minimum)
- \$10.00 Every additional hour (additional hours are fully charge after every 5 min. after start of hour)

10. **Clean Up:** Users of City facilities shall provide prompt and thorough clean-up and removal or storage of all special structures within no more than 24 hours after the end of the event. Users shall ensure that any furniture or equipment moved during the use of the facilities is replaced.

11. **Non-Assignability:** This agreement may not be assigned to another party without prior written consent of the City, which consent may be withheld by the City at its sole and absolute discretion.

12. **Choice of Law:** This agreement is to be governed and interpreted by the laws of State of New Mexico.

13. **Entire Understanding:** This agreement contains the entire understanding of the parties. There are no representations, covenants or warranties other than those expressly stated herein. No waiver or modification of any of the terms shall be valid unless in writing and signed by both parties.

Statement of Information

The undersigned, as a duly authorized representative of the User, states that to the best of his/her knowledge the City, use of which is being applied for, will not be used for the commission of any crime or any act which is prohibited by law. By my signature below, I acknowledge that I am authorized to sign on behalf of the User and bind the User to the terms of this Agreement. I understand and agree to all terms, conditions and Rules in this Agreement.

Release

The User shall hold harmless and indemnify the City, its governing body, officers, employees, agents, from all claims, liabilities, obligations, loses, and the like, asserted by any third parties arising from or caused by the User's negligence, misrepresentation, fraud, or any other acts. The indemnity and hold harmless agreement shall include reimbursement of all attorney fees, costs and expenses incurred by the City, its governing body, officers, employees or agent. As between the parties each party shall be solely responsible for any and all liability arising from personal injury, including death or damage to property arising from the act or failure to act of the respective party or of its officials, agents and employees pursuant to this agreement. The liability to the City shall be subject to the immunities and limitations of the Tort Claims Act, 41-41-1 N.M.S.A 1978 ET SEQ and any amendments thereto.

User's Authorized Representative's (Print Name) _____

Signature _____ Date _____

Title _____

Approved By (Print Name) _____

Signature _____ Date _____

