

GRANT COUNTY, NEW MEXICO

RESOLUTION NO. R-17-56

POLICY FOR RENTING AND USE OF BATAAN MEMORIAL PARK PAVILION & CONCESSION FACILITIES

WHEREAS, the County of Grant wishes to establish a policy for the rental and use of County facilities at the Bataan Memorial Park;

NOW, THEREFORE be it resolved that the following policy is hereby established for persons wishing to rent and use the facilities at the Bataan Memorial Park:

The Grant County General Services Department oversees and manages the operations of the Bataan Memorial Park Pavilion & Concession, hereinafter referred to as the "facility," on behalf of the county. The General Services Department is authorized by the county to schedule the use and rental of the facility, to receive and process any deposits or fees received from renters on behalf of the County, and to ensure that the facility is used in a manner that benefits the public and the County.

Any request for use of the buildings, grounds, or equipment will be denied in any of the following situations: the intended use conflicts with the use by any previously scheduled group; the intended use is illegal or contrary to public policy; the intended use poses a potential threat of danger or injury to individuals, property, or public safety. Only upon prior arrangement and on a very limited, and case-by-case basis, the storage of materials and equipment on facility property may be permitted and solely in the areas designated by the County and under such conditions and terms so specified by the County.

I. General Rental Policies

1. Advanced scheduling of events is important to maximize use of the Park facility. Facility usage requests will be evaluated to determine if they can be accommodated without conflict with regular Park activities.
2. Renters/applicants must sign the "Agreement for Use of Bataan Memorial Park" before any reservations/rentals will be approved.
3. Renters will exercise proper order and discipline when on the facility premises, in keeping with County policy of maintaining an environment free of inappropriate and disrespectful conduct. Violations are to be documented and submitted to the County's Facility Maintenance & Grounds Superintendent.
4. The renter is responsible for the enforcement of all rules and regulations, and must be at least 21 years of age.

5. Reservations must be made in advance to insure availability. Scheduling will be granted on a first come, first serve basis upon payment of the required Deposit (See Section III – Deposits and Fees).
6. The rented portion of the park facility is to be used only by the renter and only during the time designated in the agreement. The renter will be responsible for reserving sufficient time to prepare for, conduct and close out the activity. Failure to limit usage of the facility to those hours shown on the rental agreement will result in forfeiture of the total deposit. Grant County will enforce the terms of the agreement.
7. Arrangements to have the facility opened and closed will be handled by renter. A key will be issued to the named renter only, the day before the scheduled event based on full payment of all fees and deposits.
8. Signs, posters and decorations are restricted to the interior metal construction components of the building and must be removed, including means of attachment, at the close of the activity.
9. The renters will be liable for any damages to the structure or equipment due to the use of the facility under this agreement.
10. Any sale, service, and/or consumption of alcohol anywhere in the Park Pavilion and Concession Facility is prohibited.
11. Personal equipment must be removed from the facility at the end of the rental period. The County will not be responsible for personal items left behind after reservation hours.
12. Pavilion or concession renters must leave the facility clean. Damage to the property shall be reported to the Grant County Facility Maintenance & Grounds Superintendent. Cleaning and damage deposit will be returned provided that the facility has been properly cleaned and has not been damaged. See section III below for further information on return of deposit.
13. To insure that the facility is ready for the next scheduled event, immediate cleaning will be required. All trash generated by the event must be picked up by the renter and placed in the dumpster located on the premises. Failure to properly dispose of the trash in the dumpster will result in a forfeiture of deposit.

The park is a public service facility and is open to use by the general public. Accordingly, the general public will be permitted to use all public areas of the park that have not been specifically rented for a special event.

II. Security Requirements

1. Eligibility to Rent. The County may deny a request to rent the facility based on past violations of this policy (or previous policies); violations of local, state, or federal laws;

previous misuse of property; or a proposal to use the property that the County determines to be inappropriate.

2. One licensed, bonded security agent may be required for each 100 people who attend an event.
3. If security is required, renters shall obtain the security on their own and the security must remain onsite until the event is concluded.
4. The renter shall provide notice to the County of arrangements made for security five days before the scheduled event.

III. Deposits and Fees

A refundable reservation/custodial deposit of \$200.00 is required at the time of reserving/scheduling the facility. There will be a single-use fee of \$250.00 (per day) for the park Pavilion and \$150.00 (per day) for the park Concession. The County must receive the fee at least 10 days in advance of the event. Government entities will not be charged for use of the facility when used for official government business.

Acceptable forms of payment for all fees and deposits are cash, check, or money order made payable to Grant County. The mailing address is:

Grant County
Attn: Bataan Park Scheduling
PO Box 898
Silver City, NM 88062-0898

The reservation/custodial deposit of \$200.00 shall be used to defray any custodial costs and repair/damage expenses. After the use is completed, an authorized County representative will conduct a final inspection of the facility, which may be attended by the renter if available during County operation hours. If the County representative approves the condition after final inspection, the reservation/custodial deposit fee will be returned to the renter. If the renter fails to properly clean the facility and/or causes any damage to the facility, costs of cleaning and repair will be automatically deducted from the deposit. The renter shall be liable to the County for any costs of cleaning and/or repair that exceed the amount of the deposit.

General Cleanup. Renter will clean the facility, which shall be left in the same or better condition than it was before the event, prior to refund of deposit. Refund of any deposit will be contingent on effective cleanup of the facility, and the proper disposal of all trash. Cleaning equipment and supplies will be provided.

Cancellations. The applicant/renter must give the County notice of a cancellation 72 hours before the scheduled event. Failure to provide notice of cancellation 72 hours in advance may result in forfeiture of the reservation/custodial deposit.

IV. Liability and Insurance Requirements

1. Some events or activities may require the renter to independently obtain liability insurance. Due to the wide variety of events that could be held at the facility, the determination of whether liability insurance will be required must be made on a case-by-case basis by the County.
2. The renter/applicant hereby agrees to hold the County, its employees, agents, and representatives harmless from any liability arising directly or indirectly from the enter/applicant's use of the facility, including but not limited to the time during which the renter/applicant sets up and breaks down equipment.
3. Any violation of this policy or the "Agreement for Use of Bataan Memorial Park" shall be deemed a breach of contract, and the renter/applicant shall be responsible for all costs, expenses, and damages suffered by the County as a consequence thereof, including reasonable attorney's fees and costs.

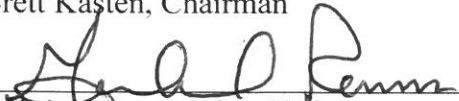
V. Repeal of Prior Policy, Conflicts with Other Policies

Grant County Resolution R-14-57 is hereby repealed, as well as all other Grant County resolutions and/or policies that are in conflict with the above provisions, by the adoption of this Resolution.

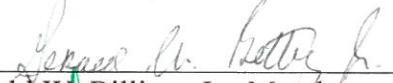
APPROVED on this 21st day of December 2017, by the Board of Grant County Commissioners in Silver City, Grant County, New Mexico.

BOARD OF GRANT COUNTY COMMISSIONERS


Brett Kasten, Chairman

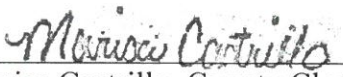

Gabriel Ramos, Vice Chairman

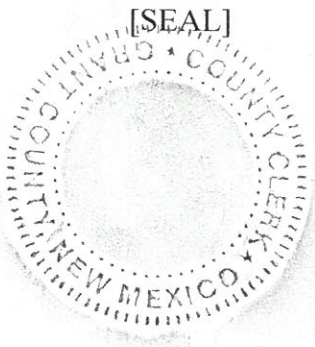
Alicia Edwards, Member


Gerald W. Billings Jr., Member


Harry Browne, Member

ATTEST:


Marisa Castrillo, County Clerk
CB



Agreement for Use of Bataan Memorial Park

Name

Contact Number

Mailing Address

Alternate Number

City/State/Zip Code

Large Pavilion Rental Date(s): _____

Keys Issued: _____

Deposit Collected: \$ _____ Fee Collected: \$ _____

Keys Returned: _____

Concession Stand Rental Date(s): _____

Keys Issued: _____

Deposit Collected: \$ _____ Fee Collected: \$ _____

Keys Returned: _____

Bataan Memorial Park Policies & Procedures

(Initial By Each Item)

- _____ 1. No vehicles are permitted beyond the parking lot gate.
- _____ 2. All keys provided must be returned to the General Services Department no later than the next business day after the event. Duplication of the keys is prohibited and a \$100.00 fee will be assessed if the keys are not returned.
- _____ 3. All event-generated trash must be collected and placed in the on-site dumpster immediately after the event.
- _____ 4. All buildings and facilities used, including the bathroom and patio area, must be properly cleaned immediately after the event. (Sweeping, mopping, returning chairs and tables to proper area, etc.)
- _____ 5. All lights must be turned off after the event and all heating/cooling units must be turned off.
- _____ 6. Gates must remain locked at all times and all doors must be properly locked after the event.
- _____ 7. Smoking is not allowed inside any public building.
- _____ 8. Alcoholic beverages are not permitted within the Park Pavilion and Concession Facility.
- _____ 9. Ensure safe use of all park equipment by guests.
- _____ 10. In addition to the terms/rules set forth herein, all renters and/or users of the Park must follow the Policy for Renting and Use of Bataan memorial Park Pavilion & Concession Facilities (Resolution # R-17-56), as if that policy were stated herein.
- _____ 11. Any emergency at the facility must be immediately be reported to the Grant County Central Dispatch at 575-388-8840.
- _____ 12. Any maintenance issues will be reported to the General Services Department at 575-313-3603.

Statement of Understanding and Hold Harmless Agreement

I, _____ (hereinafter "Organizational/Individual"), certify that I have read and understand the terms listed above that I have been provided a copy of Resolution R-17-56 (Policy for Renting and Use of Bataan Memorial Park Pavilion & Concession Facilities) and agree to accept the duties and responsibilities set forth in association with this request to rent and use the facilities.

Organization/Individual is using the Grant County Facility with the express understanding that Grant County assumes no responsibility for Organization/Individual's claims for personal injury, loss of life, theft, damages or otherwise arising out of Organization/Individual's use of said facility. Organization/Individual waives, releases, and agrees to indemnify and hold harmless Grant County and its respective officers, employees, and agents from all liabilities and the cost and expense of defending all claims of liability, arising out of Organization/Individual's use of said facility.

Signature of Renter's Authorized Representative

Date

Grant County Representative

Date