



CITY OF ALBUQUERQUE BERNALILLO COUNTY
DEPARTMENT OF SENIOR AFFAIRS



Receipt Number _____

- | | |
|---|---|
| <input type="checkbox"/> Barelas Senior Center (“Facility”) | <input type="checkbox"/> Manzano Mesa M/G Center (“Facility”) |
| <input type="checkbox"/> Bear Canyon Senior Center (“Facility”) | <input type="checkbox"/> North Domingo Baca M/G Ctr. (“Facility”) |
| <input type="checkbox"/> Highland Senior Center (“Facility”) | <input type="checkbox"/> North Valley Senior Center (“Facility”) |
| <input checked="" type="checkbox"/> Los Volcanes Senior Center (“Facility”) | <input type="checkbox"/> Palo Duro Senior Center (“Facility”) |
| <input checked="" type="checkbox"/> Los Volcanes Senior Fitness Ctr. (“Facility”) | <input type="checkbox"/> Palo Duro Senior Fitness Ctr. (“Facility”) |

FACILITY PERMIT AGREEMENT

between

City of Albuquerque, a municipal corporation (“City”) and Permittee:

PERMITTEE: _____
 Individual _____ Partnership _____ Corporation _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE NO: _____ FAX NO: _____

PERMITTEE REPRESENTATIVE (CONTACT): _____

Rental Fee-----	(\$7.50/\$10.00 per hourly session)
\$ _____	_____
Rental Fee	Received by / Date Received

*****NOTE: All continuous classes must be renewed annually by December 1*****

- Permit.** City hereby grants Permittee the right to use and occupy the room or location at the Facility on the date(s) and during the times listed and as otherwise provided in the Worksheet attached hereto as Schedule A and made a part of this Agreement. Permittee warrants that the Permit will be used for the purpose of conducting a class as stated in the Worksheet and for no other purpose.
- Permit Fees.** For the use of the above-described Facility and for any related services or equipment provided by the City, Permittee will pay the Rental Fees set out in Schedule A, which shall be paid no later than seven days before the first Session. **FAILURE TO PAY IN FULL AND ON TIME SHALL**

RESULT IN CANCELLATION OF THIS PERMIT AND MAY RESULT IN PERMITTEE BEING DENIED ANY USE OF THE FACILITY IN THE FUTURE.

3. **Facility Operating Policy.** Permittee agrees to comply with all policies, procedures, rules and regulations set forth in Schedule B attached to and made a part of this Agreement and any additional reasonable rules or guidelines established by the Center Manager (“Facility Manager”) during the term of this Agreement. If necessary for the requested use of the Facility, Permittee agrees to provide to the City any permits required, e.g. Noise Permit, Food & Beverage Permit, Dance Permit. If security services are required, in the City’s discretion, it is the responsibility of the Permittee to pay for a bonded security agency to provide said services and provide proof to the City in the form of a copy of the contract with or a receipt of payment to the agency. Additional requirements are identified in Schedule A.

4. **Basic Services and Equipment.**
 - a. Permittee is responsible for clean-up of the room or location of the Facility which it is allowed to use pursuant to this Agreement.
 - b. City hereby agrees to provide City employees to supervise use of Facility on the scheduled usage date(s).
 - c. City may provide tables and chairs and additional equipment if arrangements are made with the Facility Manager. Equipment provided by the City is listed in Schedule A.

5. **Cancellation.** Either party may cancel this Agreement by giving the other party written notice at least seven days before the first date of use of the Facility. The Rental Fee, if previously paid, will not be refunded if Permittee cancels the event less than seven days prior to the first date of use of the Facility. In addition, the Permit may be cancelled for failure to provide insurance, permits, evidence of security, or payment of additional fees, when and if required. The Rental Fee, if previously paid, will not be refunded if the Permit is cancelled for such failure.

6. **Insurance.** If required, the Permittee shall procure and maintain at its expense for the dates of the Permit, insurance in the kinds and amounts hereinafter described, with insurance companies authorized to do business in the State of New Mexico. **No fewer that seven days before the date of the first Session, the Permittee shall furnish to the Center Manager a certificate or certificates in form satisfactory to the City** showing that it has complied with this Section. All certificates of insurance shall provide that 30 days written notice be given to the Risk Manager, Department of Finance and Administrative Services, City of Albuquerque, P.O. Box 470, Albuquerque, New Mexico 87103, before a policy is canceled, materially changed, or not renewed. Various types of required insurance may be written in one or more policies. With respect to all coverages required, the City shall be named an additional insured. All coverages afforded shall be primary with respect to operations provided. Kinds and amounts of insurance which may be required are as follows:
 - a. **Commercial General Liability Insurance.** A commercial general liability insurance policy with combined limits of liability for bodily injury or property damage as follows:

\$1,000,000	Per Occurrence
\$1,000,000	Policy Aggregate
\$1,000,000	Products Liability/Completed Operations
\$1,000,000	Personal and Advertising Injury
\$ 50,000	Fire - Legal
\$ 5,000	Medical Payments

 - b. **Products Liability Insurance.** A products liability policy with liability limits in amounts not less than \$1,000,000 combined single limit of liability, if food or non-alcoholic beverages are to be sold, prepared or served by the Permittee, or by a separate concessionaire of the Permittee, at the Facility during the term of this Permit. If a separate concessionaire will be selling food or beverages, the

insurance coverage for the concessionaire must name both the City and the Permittee as additional insured for the date(s) of use of the Facility. In addition, if the Permittee uses a separate concessionaire to sell food or beverages the concessionaire must agree to all terms of this Permit by signing below.

IF FOR ANY REASON THE FACILITY MANAGER HAS NOT RECEIVED THE INSURANCE CERTIFICATE SHOWING THE REQUIRED COVERAGES SEVEN DAYS BEFORE THE FIRST SCHEDULED USE OF THE FACILITY, THIS PERMIT MAY BE CANCELLED.

7. **Equipment, Personnel and Licenses Provided by Permittee.** Except as otherwise specifically provided in this Agreement or arranged with the Facility Manager, it will be the sole responsibility of Permittee to secure and pay for all personnel and equipment which may be needed for its use of the Facility. Under no circumstances will such additional personnel be considered employees, contractors or agents of the City. In addition, Permittee is advised that the Facility is licensed by ASCAP, SESAC and BMI, but that all other licenses, permissions and authority required for the performance or other use of copyrighted works shall be the responsibility of the Permittee.
8. **Indemnity.** Permittee agrees to conduct its activities upon the premises so as not to endanger any person lawfully thereon, and to defend, indemnify and save harmless the City and its officials, agents and employees against any and all claims for loss, injury or damage to persons or property including claims of Permittee, its members, employee, agents, guests or contractors resulting from its use of the Facility.
9. **Damage to Facility.** The Permittee agrees not to modify or deface the Facility in any way and will pay the City in full for all losses or expenses resulting from unauthorized modifications or damage caused by the Permittee or any of its members, employees, agents, guests or contractors. The Facility will be returned to its original condition at the end of each Session.
10. **Occupancy Disruption.** If the Facility is destroyed or damaged by fire or any other cause, or if any other casualty or unforeseen occurrence renders the City's fulfillment of this Agreement impossible, this Agreement will terminate and the City will refund that portion of the Rental Fees paid for use of the Facility, equipment and personnel unused up to the time of termination at the rates herein specified. The Permittee waives all claims against the City for damages resulting from termination.
11. **Inclement Weather.** Upon the request of the Permittee or in its sole discretion, the City may cancel one or more Sessions due to inclement weather or extenuating circumstances as determined by the Department of Senior Affairs. Under these circumstances, the Permittee will not be entitled to a refund of its Rental Fee for the Session unless more than half of the Session is cancelled, in which case the Facility Manager will refund the appropriate fee. The City shall not be held liable to the Permittee for loss of profits or other damages resulting from the City's cancellation.
12. **Discrimination Prohibited.** In using the Facility, the Permittee shall not discriminate against any person on the basis of race, color, religion, gender, sexual preference, sexual orientation, national origin or ancestry, age, physical handicap or disability, as defined in the Americans With Disabilities Act of 1990, as currently enacted or hereafter amended.
13. **ADA Compliance.** In its use of the Facility, the Permittee agrees to meet all the requirements of the Americans With Disabilities Act of 1990, and all applicable rules and regulations. **PERMITTEE MUST USE THE FOLLOWING STATEMENT IN ALL ADVERTISEMENTS OF ITS CLASSES:** For special assistance call 848-1323 (Voice/Relay) NM 1-800-659-8331.
14. **General.** Changes to this Agreement are not binding unless made in writing, signed by both parties. • If any suit or action is instituted by the City to enforce compliance with this Agreement, and if the City prevails, the City will be entitled to costs and reasonable attorney's fees in addition to damages. • The

captions to the sections or paragraphs of this Agreement are not part of this Agreement and will not affect the meaning or construction of any of its provisions. • “Days” as used in this Agreement shall refer to calendar days, unless otherwise specified. • This Agreement is binding upon, and inures to the benefit of the successors and/or assigns of the parties but neither the Permittee nor the City can assign any interest in this Agreement without the prior written consent of the other party. • This Agreement is governed by and construed and enforced in accordance with the laws of the State of New Mexico and the ordinances, rules and regulations of the City of Albuquerque. • If any part of this Agreement is held to be invalid or unenforceable, the remainder of this Agreement will remain valid and enforceable if the remainder of the Agreement is reasonably capable of completion. • In the use of the Facility, the Permittee shall comply with all applicable laws, ordinances, codes of the federal, State and local governments, and the rules and regulations of the City of Albuquerque.

PERMITTEE:

By _____
(Signature)

Name: _____
(Type or Print Name)

Date: _____

CITY OF ALBUQUERQUE:

Center Manager

Date: _____

Rhonda Methvin, Division Manager

Jorja Armijo-Brasher, Director
Department of Senior Affairs

CONCESSIONAIRE (if applicable):



**FACILITY PERMIT AGREEMENT
WORKSHEET**

Schedule A

The Rental Fee of \$_____ (_____ Sessions at \$_____ per hourly session) is required before _____, _____ which is no later than seven days prior to the date of the first Session (see below).

The Rental Fee will not be refunded if Permittee cancels any Session less than seven days prior to the date of the first Session.

Rental Fees paid by: Cash Cashier's check Money order Personal check

PERMITTEE: _____
(INDIVIDUAL _____ PARTNERSHIP _____ CORPORATION _____)

TYPE OF ORGANIZATION: _____

ADDRESS: _____ CITY: _____ STATE: _____ ZIP CODE: _____

PERMITTEE, REPRESENTATIVE (CONTACT PERSON): _____

TELEPHONE NO: _____ FAX NO: _____ PAGER NO: _____

DATE(s) OF RENTAL: _____, 20_____ through _____, 20_____

TYPE OF CLASS: _____

NUMBER OF SESSIONS: _____ OF SESSIONS: From _____ am/pm until _____ am/pm

LOCATION: _____ ROOM: _____

EQUIPMENT PROVIDED BY CITY:

COMMENTS:



**FACILITY PERMIT AGREEMENT
 RULES AND REGULATIONS**

Schedule B

Permittee or any of its members, employees, agents, guests, contractors, participants and/or spectators shall comply with and abide by the City’s existing Rules and Regulations, and such future reasonable rules and regulations the City may from time to time adopt, governing the use and rental of the Facility. The Rules and Regulations shall be deemed to be part of this Agreement and a violation of any of them shall constitute a breach of this Agreement, giving the City all the rights and remedies provided in this Agreement.

General Rules:

- No drugs, weapons or gang activities of any kind are allowed on City property.
- No alcohol on the Facility premises.
- No smoking in the Facility or within 50 ft. of the Facility.
- Permittee is required to clean-up after each Session and leave the Facility in the same condition it was prior to the Session.
- No sitting on tables.
- Be courteous to City employees and respectful of City property.
- If food will be served, Permittee should contact the City’s Environmental Health Department to determine what Permits may be required.
- The City is not liable for injuries sustained during activities.
- The City will not be responsible for any lost, stolen or damaged property of Permittee or its employees, agents or guests.
- The City will not be responsible for any property of Permittee or its employees, agents or guests left after any Session.
- Any decorating, taping or hanging on the walls must be pre-approved by Facility Manager.
- Liquids/foods are allowed only in designated areas as outlined at time of signing the Agreement.
- Please dispose of trash properly in trash cans.
- Provide a generic, educational presentation that does not promote or sell their particular product or service. Selling, soliciting or panhandling is prohibited.
- Not to collect names, addresses or phone numbers (including raffles) that are subsequently used for follow up solicitations.

I have read and agree to abide by the above terms and Rules and Regulations as set forth in this Schedule.

PERMITTEE

DATE



CITY OF ALBUQUERQUE  BERNALILLO COUNTY
DEPARTMENT OF SENIOR AFFAIRS



**CITY OF ALBUQUERQUE
 NONDISCRIMINATION CLAUSE**

Pursuant to the New Mexico Human Rights Act and City of Albuquerque Administrative Instructions, the Contractor agrees as follows during the term of this contract:

1. Contractor shall not discriminate against any person or persons participating in Contractor’s program on the basis of sex, race, religion, creed, age, national origin, ancestry, marital status, sexual orientation or disability.
2. Contractor shall take affirmative action to insure that all program participants are treated equally without regard for their sex, race, religion, creed, age, national origin, ancestry, marital status, sexual orientation or disability.
3. The protection from discrimination includes protection from retaliation on any of the above-identified protected grounds against any program participant.
4. Failure to comply with the City of Albuquerque’s Nondiscrimination Clause by the Contractor may result in the termination of this contract by the City of Albuquerque.

The undersigned Contractor has reviewed the City of Albuquerque’s Nondiscrimination Clause and certifies by signature that the Contractor will comply with this Clause.

PERMITTEE

DATE