



Hobbs Municipal Schools
Training Facility
2110 E. Sanger
575.433.0247
www.hobbsschools.net

FACILITY USAGE AGREEMENT

Organization/Company Name: _____

Name of Representative: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____ Phone: _____

Fax: _____ Email: _____

Name of the meeting/event: _____

Type of Function: Meeting Training Personal Event

If for training purposes, who or which business is providing the training course?

If for training purposes, what topics will be covered?

Audience: Current employees Customers/Clients Potential Customers/clients

Other _____

Date(s) of Event: _____ Event Time(s): _____

Anticipated Number of Attendees: _____ Room Reservation Time: _____

Facility Usage Fees:

Large Training Room \$200.00/Full Day 100.00/ Half Day

Small Training Room \$100.00/Full Day \$50.00/Half Day

On site technician \$30 per hour (when technician is available)

Usage Fee must be paid prior to use same as fee

All food and/or beverage service arrangements must be made through the Hobbs Municipal Schools Food Service Department by calling 433-0220.

For more information about the Training Facility please contact HMS Operations, 575.433.0100

Full day rates consist of 4+ hours. Half day rates consist of 4 hours or less. Please read and sign page 2 of this agreement and return to HMS Operations or email at stricklandg@hobbsschools.net.



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(We) further agree to the following conditions as a part of the consideration for the leasing of said facility(ies):

The Agreement:

1. The lessee shall not enter, occupy or use this listed facility (ies) until the times and date(s) specified in this agreement.
2. HMS will have the first right of refusal and training seminars must have approval by HMS Cabinet or designee prior to fulfillment of the contract.
3. Misrepresentation by the lessee(s) of the stated intention of usage of any facility could result in forfeit of rights for future rentals.
4. That a contract for usage of HMS Facilities will not be entered into by HMS unless said Contract is signed and delivered to the Office of Facility Scheduling.
5. The premises are to be used for only purposed disclosed on page 1 and for no other purpose, without consent of the lesser.
6. This agreement/contract must be signed and dated by an adult, 21 years or older and the HMS Superintendent or Designee.
7. A room layout will be returned to HMS at least five (5) working days before the event.
8. Included with this contract, the Lessee agrees to all Facility Rental Fees and Policies as set forth by the HMS designee.
9. The Lessee shall remit the full balance due for the rental of said facility/property within 30 days of the time of invoicing by the HMS Business Office.

Liability

10. That (I) (we), will be responsible for and will pay for any damage to HMS property arising out of the use of the said facility pursuant to this contract.
11. That HMS does not assume any liability for property loss or stolen on HMS premises, or for injuries sustained on the premises during Lessee(s) use of the premise and Lessee(s) hereby agree to hold HMS harmless from all claims, suits or judgment or damages arising out of any such property loss or personal injury.
12. It is fully understood and agreed by the parties that the Lessee(s) guarantees to indemnify and hold harmless HMS, 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 functions(s) and that the Lessee agrees to defend HMS, its officers, employees, volunteers, and agents and indemnify same against any and all expenses incurred in the defense an any suit of any type arising out the covered function(s) or any damages, judgments or decrees which might be awarded against same in the event that suit should be brought as the result of the covered functions as identified.
13. For events involving physical activity or risk, Lessee(s) shall keep in force, to the satisfaction of HMS, at all times relevant hereto, general liability and bodily injury insurance in amount 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.

Facilities and Equipment

14. Lessee stipulates that he has examined the premises, including the grounds and all buildings and improvements at this lease are in good repair, and in safe 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 the Lessee could be charged \$25.00 per hour penalty fee.
15. That no HMS equipment shall be removed from the building.
16. No firearms or weapons, illegal drugs, or beer, liquor, 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 HMS under this contract. All laws of the State of New Mexico and Lea County shall be followed by Lessee(s) and appropriate Law Enforcements notification of any violation.
17. The Lessee(s) shall not exceed the maximum Fire Code Occupancy. The Lessee(s) will notify HMS of the number of participants as related to the requested room setup. Fines resulting room violations of this code will be the responsibility of the lessee(s). HMS is obligated to enforce Fire Code violations for safety and security of participants.

Cancellation

18. 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 hereinbefore designated. If this contract is so canceled. Lessee(s) will not be required to pay the fee hereinbefore designated.
19. Should the lessee(s) fail to cancel this contract before the scheduled event listed on page 1, the lessee will be responsible for the total facility fee.

Disclaimers

20. HMS reserves the right to prohibit activities or functions that in their opinion are deemed inappropriate to the mission of HMS.
21. HMS reserves the rights to change the facility assignments based on conflict with activities that are associated with the educational mission of the institution.
22. All portions of the this contract must be completed in order to be considered for facility rental(s).

 Signature of Lessee or Organization/Department Representative

Total Facility Fee _____

 Assistant Superintendent of Operations, Hobbs Municipal Schools

Date _____ Approved _____ Yes _____ No _____