

# Walter Gerrells Performing Arts & Exhibition Centre Rental Agreement

Facility Address: 4102 National Parks Hwy – Carlsbad, NM 88220 - [www.carlsbadlive.net](http://www.carlsbadlive.net)

Robert Young – Manager – 575-499-8779    Curtis McKinney – Assistant Manager – 575-302-6722

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**Please check one or both**            Auditorium \_\_\_\_\_            Annex \_\_\_\_\_

Renter Name or Group: \_\_\_\_\_ Phone \_\_\_\_\_

Date of Event: \_\_\_\_\_

Event \_\_\_\_\_

Load in Date/Time \_\_\_\_\_ am or pm to \_\_\_\_\_ am or pm

Load out Date/Time \_\_\_\_\_ am or pm to \_\_\_\_\_ am or pm

Approximate number of guests or attendees: \_\_\_\_\_

Number of tables needed: \_\_\_\_\_ Number of Chairs needed: \_\_\_\_\_

Additional lighting needed? \_\_\_\_\_ PA system needed? \_\_\_\_\_

Security Requirements for this event \_\_\_\_\_

Other?

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**DEPOSIT DUE:** \_\_\_\_\_

**TOTAL RENTAL FEE DUE:** \_\_\_\_\_

**CHECK PAYABLE TO:** \_\_\_\_\_

**DAMAGE/BREACH OF CONTRACT DEPOSIT DUE** - Damage/breach of contract deposit will be refunded after rental date if no breakage or damage occurs and clean up is completed to Operation Manager's satisfaction.

Name of renter: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

LESSOR ACCEPTS NO RESPONSIBILITY FOR LIABILITY DUE TO ACTS OF THE RENTER. Group failing to abide by the above rules will forfeit their right to use the WGPAC. I have read the rules and agreement, understand and agree to abide by the terms.

Renter Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Till it Shines, LLC \_\_\_\_\_ Date: \_\_\_\_\_

**For Office Use Only:**

**Rental Deposit Date:** \_\_\_\_\_

(Paid at time of reservation)

Amount \_\_\_\_\_ Check# \_\_\_\_\_ Extension Office \_\_\_\_\_ Initials \_\_\_\_\_

**Balance (if any) of Rental Deposit Date:** \_\_\_\_\_

(Paid at time of key pickup)

Amount \_\_\_\_\_ Check# \_\_\_\_\_ Extension Office \_\_\_\_\_ Initials \_\_\_\_\_

**Rental Fee:** \_\_\_\_\_

(Paid at time of reservation)

Amount \_\_\_\_\_ Check# \_\_\_\_\_ Extension Office \_\_\_\_\_ Initials \_\_\_\_\_

**Balance of Rental Fee:** \_\_\_\_\_

Amount \_\_\_\_\_ Check# \_\_\_\_\_ Extension Office \_\_\_\_\_ Initials \_\_\_\_\_

Notes:

**Amount Refunded** \_\_\_\_\_ Check # \_\_\_\_\_ Extension Office \_\_\_\_\_ Initials \_\_\_\_\_

## Walter Gerrells Performing Arts & Exhibition Centre Usage Guidelines

1. Scheduling of the WGPAC shall be coordinated through Till it Shines, LLC. Rental fees are set by Till it Shines, LLC. Only legally responsible adults over the age of 21 may schedule an event and rent the facilities. Till it Shines, LLC. shall not be held responsible for errors created during the scheduling process. Till it Shines, LLC. fully decides the deposition of the center and not The City of Carlsbad.
2. People scheduling events are responsible for their chosen dates. It is the requirement for all groups scheduling multiple or repeating dates to secure all dates required for their event. Persons or groups may be denied future use of the WGPAC if their scheduling of the WGPAC is abused and/or the facility is damaged through their abuse.
3. If additional set-up days are required, please schedule at the time of initial reservation of the WGPAC building. **To schedule additional days for set-up the renter must pay full price to guarantee that day unless otherwise negotiated.**
4. This rental agreement is only for and only covers the specific areas of the Walter Gerrells Performing Arts & Exhibition Centre as specified by this agreement.
5. Till it Shines, LLC. does not own the WGPAC which is covered under this Rental Agreement. The Renter shall indemnify and hold harmless Till it Shines, LLC. and the City of Carlsbad, NM against any claims, damages, injuries, fatalities, and liabilities of any kind resulting from the use of the building and property covered under this Rental Agreement. **The renter will supply, prior to building use, a "Certificate of Liability Insurance" covering the scheduled activity/event. Note: Other events may be scheduled at the WGPAC at the same time.**
6. **Half of payment is required at time of making initial reservation at the WGPAC unless otherwise negotiated with Till it Shines, LLC. Rental Deposit is due at the time this agreement is signed. Without a monetary deposit on hand, there is no reservation. Your initial payment (of half) will be applied towards the overall rental fee when the balance of rental fees is paid. If cancellation of the reservation occurs 30 days or less prior to building use, the initial deposit will not be refunded.** The Walter Gerrells Performing Arts & Exhibition Centre reserves the right of refusal, with no penalty, of rental agreements within 48 hours of rental reservation.
7. Balance of rental fee (if balance is due), is to be paid on the day the WGPAC key is picked up unless otherwise negotiated with Till it Shines, LLC. Make all checks payable to the "Till it Shines, LLC." Key is to be picked up on the day of rental (unless otherwise stated). Upon completion of your activity, the WGPAC key is to be returned to the WGPAC manager within the next two business days or you will forfeit rental deposit.
8. After satisfactory inspection of the WGPAC facility by Till it Shines, LLC, your damage deposit fee will be returned. We will make every effort to accomplish this within 48 hours after the first business day after your event. The entire fee will be forfeited if any damage has been done to the facility and/or if the facility has not been cleaned and organized. If damage has been done to the facility and the cost of the repairs is greater than the deposit fee, then the renter will be held responsible for all charges over and above the damage deposit fee. Any damage to the facility or property or loss of equipment over and above the initial deposit fee must be paid by the individual or group using the facility.

## **INSURANCE:**

9. Neither the Walter Gerrells Performing Arts & Exhibition Centre nor the City of Carlsbad, NM shall be responsible for the supervision of the behavior of the renter's guests and attendees while on the premises, unless otherwise agreed upon in writing and signed by the Till it Shines, LLC. management. Vandalism, or any malicious act(s) that shall occur to the renter or guests on the WGPAC building premises (building and property) is the sole responsibility of the renter.

Renter agrees that it shall, at its sole cost and expense, procure and maintain a policy of General Public Liability Insurance. This insurance shall be in an amount not less than \$1,000,000, per occurrence, \$2,000,000 in the annual aggregate. Such insurance policies shall be carried with companies licensed to do business in the State of New Mexico. Renter shall deliver to Till it Shines, LLC duly executed certificates of insurance upon request..

Renter shall indemnify, defend and save harmless Till it Shines, LLC, its officers, agents and employees from and against any and all loss, cost (including attorneys' fees), damage, expense and liability (including statutory liability and liability under workers' compensation laws) in connection with claims, judgments, damages, penalties, fines, liabilities, losses, suits, administrative proceedings, arising out of any act or neglect by Renter, its agents, employees, contractors, licensees, invitees, representatives, in, on or about the WGPAC. This indemnity shall survive the termination of this Agreement. Renter hereby releases Till it Shines, LLC from any and all liability or responsibility to Renter.

Renter agrees to accept the WGPAC in its "as-is" condition "with all faults".

Renter shall not assign any interest in this Rental Agreement or otherwise transfer or sublicense the WGPAC or any part thereof or permit the use of the Licensed Premises to any party other than Renter.

10. No articles may be left in the building or parking lot after the conclusion of the event. If so, the renter will lose their deposit.

11. Security - All security officers are to be arranged prior to your event and approved by Till it Shines, LLC. Security must be provided for events consuming alcoholic beverages, dances and any event that Till it Shines, LLC deems necessary.

**Security has the right to close any event due to continuous noncompliance of rules by renter and/or its guests. Security further has the right to eject any renter and/or its guest not abiding by the rules and regulations set forth in this contract.**

12. The serving of alcoholic beverages will be allowed with an additional deposit and approval by Till it Shines, LLC. and the City of Carlsbad. All applicable permits and fees pertinent to the serving of alcohol are the responsibility of the renter, who must employ an approved alcohol vendor who supplies proof of liquor liability insurance, which is due with the contract. The renter will pay the alcohol vendor for his/her services and the alcohol/beverages. The renter must supply Till it Shines, LLC. copies of the vendors license and insurance policy or certificate.

13. The possession or use of fire crackers, gun powder, firearms, chemicals, or other material that can be used to create an explosive mixture is strictly prohibited at all times.

14. Smoking is prohibited inside the building. If visitors wish to smoke, they must do so at least 25 feet away from the building.

15. Illegal drugs are prohibited in the building or on the premises.

16. No pets or animals allowed in the building or on the premises unless it is with Till it Shines, LLC's approval.

17. Adequate adult (21 years of age and older) supervision must be provided at all times by the renter.

18. No substance/materials (i.e. tape, tacks, nails, glue, adhesive, etc.) can be attached to the walls, ceiling, floor, windows, tables, doors, etc. in the WGPAC without Till it Shines, LLC management's written approval.

***Clean-Up:***

19. Renter will be responsible for either hauling off or depositing all trash in the dumpster.

20. Renter is responsible for general clean-up. Used tables and chairs should be cleaned, floors cleaned of all litter, floors cleaned where spills have occurred, toilets must be flushed and cleaned, faucets turned off, all lights turned off (including restrooms), all doors locked, etc. Renter must supply all of their own cleaning, serving (such as table coverings) and kitchen supplies. Please leave the facilities and equipment, including tables and chairs, exactly as you found them when you first entered the building. Renter is responsible for setting up the tables and chairs and then putting them away unless otherwise agreed upon in writing by Till it Shines, LLC management.

21. Do not drop or drag tables, chairs or other objects on the floor.

22. Do not prop doors open with any object.

23. This agreement is subject to change by the Till it Shines, LLC. at any time without prior notification. Rental Agreement in effect the date of occupancy takes precedence over all previous agreements.

***FAILURE TO COMPLY WITH THESE GUIDELINES SHALL CAUSE FORFEITURE OF DAMAGE DEPOSIT FEE.***

**LESSOR ACCEPTS NO RESPONSIBILITY FOR LIABILITY DUE TO ACTS OF THE RENTER. Group failing to abide by the above rules will forfeit their right to use the WGPAC. I have read the rules and agreement, understand and agree to abide by the terms.**

Renter Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Till it Shines, LLC \_\_\_\_\_ Date: \_\_\_\_\_