

POLICY

A POLICY FOR THE SHORT-TERM USE OF VILLAGE PROPERTY AND FOR SPECIAL EVENTS IN THE VILLAGE OF LOS RANCHOS DE ALBUQUERQUE

Purpose:

The Village of Los Ranchos de Albuquerque, hereinafter referred to as “the Village,” has Facilities and Properties that are available for use by members of the general public, government agencies, for-profit businesses, and non-profit organizations when they are not programmed with Village activities. The establishment of this policy provides for greater recreational and leisure-time use of Village Facilities and Properties by allowing the public the opportunity to reserve these spaces for their uses, including special events. This policy details reasonable restrictions on the use of these Facilities and Property for the benefit of all parties by establishing standardized guidelines for the proper use of Village Facilities and Property and proper permitting of special events. All Village Facilities and Properties are covered by this policy.

Definitions:

Facility or Facilities: Village-owned Property with a range of built improvements including but not limited to the Warren J. Gray Village Hall, the Alfredo Garcia Community Barn (including the parking lot), Hartnett Park (including the tennis courts and parking lot), Edgewood Park, the Larry P. Abraham Agri-Nature Center (including the classroom, warehouse, fields, and parking lot), and Old Village Hall on Green Valley Road (including the parking lot).

Property or Properties: Village-owned Property primarily without built improvements, including but not limited to the Village Center Fields and Del Norte Open Space.

Village Administrator: The Village Administrator or his or her designee, such as a facility coordinator.

Facility or Property Rental/Reservation Application:

For rental and/or reservation of Village Facilities or Properties, a complete application is required at least ten (10) business days in advance of proposed use for processing. Rental and/or reservation is dependent on availability of the Facility or Property and submittal of an application does not guarantee rental and/or reservation. Rental and/or reservation can occur six (6) months in advance of proposed use.

Reservation and Usage:

The Village permits the use of Facilities by those organizations and groups that will comply with the law and will benefit the general welfare of the community. This policy establishes a reservation system by which any person or group may apply to use Facilities and Properties. Use of the Facility or Property will be granted primarily on a first-come, first-served basis,

however priority use will be granted to programs directly sponsored by the Village as a Village-sponsored Event. Any person or group with a usage permit will supersede any unauthorized users of Facilities. Permission to use Village Facilities and Properties will be granted by the Village Administrator.

Rental Fees & Security Deposit:

Village fees do not include those that may be imposed by law enforcement, emergency services, or other Village or non-Village permits that may be necessary dependent on the nature of the event and the Applicant is responsible for any and all other imposed fees.

Rental fees are due at the time of reservation and are for the use of the Facility only and do not include any equipment except where noted for the individual Facility. A deposit for damages and/or cleaning, along with other fees, may apply as required for the specific Facility being rented.

The security deposit and rental fees are due at time of reservation. The rental reservation is not confirmed until the deposit and rental fees have been received. The applicant will receive their security deposit back within thirty (30) business days after the event so long as there are no damages to the Facility or Property. If damages are present and/or the Facility is not cleaned immediately after the event, the cost for cleaning and/or repairing the Facility or Property will be the sole responsibility of the applicant. If the damage exceeds the security deposit the renter will be invoiced the balance of the cost. This paragraph does not preclude criminal sanction for damage to Facilities or Properties.

The Village reserves the right to alter the rental fees as necessary in accordance with policies adopted by the Board of Trustees. At the discretion of the Village Administrator the rental fees may be reduced or waived for special circumstances.

Cancellations:

Rental Fees and security deposits are due at the time of reservation. If the applicant cancels the event within ten (10) business days prior to the event, rental fees will be refunded and one-half (½) of the security deposit will be forfeited except in weather related cancellations. If the applicant cancels the event at least ten (10) business days prior to the event, all rental fees and security deposit will be refunded.

Insurance:

Dependent on the nature of the rental the Village requires users of Village-owned Facilities and Properties to cover such use of the Facility or Property with the Village named as additional insured on the renter's policy. The renter must maintain said insurance in accordance with the requirements of New Mexico law, for the full duration of the rental.

Liability insurance is required at an amount of one million dollars (\$1,000,000) per occurrence of general liability. Certificate of Insurance must be received by the Village with the Village named as an additional insured at least ten (10) business days prior to the event.

Insurance must name the Village as the additional insured as follows:

Village of Los Ranchos de Albuquerque
6718 Rio Grande Blvd NW
Los Ranchos, NM 87107

The Administrator may waive insurance requirements at his or her discretion dependent upon the hazard or risk level of the event and the size of the group.

Restrictions:

The Village has guidelines governing the use of its Facilities and Properties in order to provide an enjoyable atmosphere for the public and those who use the Facility or Property for activities that have been approved by the Village. The Village reserves the right to place upon the renter, restrictions applicable to their use of the Facility or Property other than those stated in this policy so as to protect Village Property, Facilities, and the safety of the public.

The presence of a Village employee may be required whenever a Facility is open for use. Permit holders will comply with the requests of any Village employee or Village representative in charge regarding use of the Facility, Property and/or equipment and compliance with applicable laws, regulations and rules.

Village Sponsored Events:

The Village may partner with groups to sponsor special events at Village Facilities or Properties. When the Village agrees to sponsor any event, the Village and said applicant will create a written agreement between the Village and group that will list at a minimum:

- Village responsibilities
- Applicant responsibilities
- Amount of fees and /or in-kind contributions paid to the Village by the applicant
- Any additional insurance required by the Village

Special Event Permit Application If Applicable:

Separate from the rental of a Village Facility or Property, the Village requires a Special Event Permit for large events that take place on public or private property. Special Event Permits are required if any of the following will take place:

- Selling/vending of food/beverages
- Selling/vending of alcohol
- Dedicated Police/Fire safety resources are necessary
- Tents or other structures are erected covering an area of 20' X20' or greater
- Event impacts traffic/vehicle flow and access
- Participation by over 200 people
- Extraordinary sanitation requirements (i.e. roll off containers or portable toilets)

A complete Special Event Permit application is due to the Village ninety (90) days prior to the event.