

ALBUQUERQUE PUBLIC SCHOOLS
Athletic Department

PO Box 25704
Albuquerque, New Mexico 87125-0704

Phone: (505) 884-9580
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DISTRICT FACILITY RENTAL AGREEMENT

FACILITY	DAY/DATE OF EVENT	TIME OF EVENT
ORGANIZATION	REPRESENTATIVE	
EVENT		

Subject to acceptance of this request by the APS Athletic Department, herein called Licensor, Licensee hereby agrees to the following terms and conditions:

- Initial _____ 1. The maximum number of people using said facility shall be _____ and Licensee agrees to adhere strictly to the occupancy limits of the said facility.
- Initial _____ 2. Licensee shall defend, save harmless, and indemnify Licensor from any and all claims for the loss, damage or injury to any person or property from Licensee's use of the said facility.
- Initial _____ 3. Licensee shall be responsible for any and all loss, damage or injury that might be the result of Licensee's activities being conducted at said facility. **Certificate of insurance must be provided at execution of agreement. Said certificate must have minimum liability coverage of \$1 million.**
- Initial _____ 4. Licensee shall pay the charges upon receipt of invoice for Licensee's use of said facility which will be determined by the length of time it is requested and including, but not limited to, the cost of the following: portable track equipment, football field equipment, soccer field equipment, public address system, stadium/facility scoreboard(s), stadium/facility lighting, event staff personnel, overtime wages for custodians/groundsmen and post-event clean-up fees.
- Initial _____ 5. Licensee shall not pay any school employee directly. Licensor shall pay custodians/groundsmen and/or other personnel upon receipt of the certification of additional hours worked, and Licensee shall thereafter reimburse Licensor for this expense.
- Initial _____ 6. There must be a minimum of one APS employee custodian/groundsman on duty at all times. Custodians/groundsmen on duty will be paid overtime wages and benefits at one and one-half times the hourly rate. Security personnel may be required by the APS Athletic Department based on the nature of the event and the number of occupants at said facility. Other event/facility personnel may be required based upon the nature of the event and as outlined in Usage Fees.
- Initial _____ 7. Facilities will not open before **7:00am** and will close no later than **10:00pm** without prior notification and APS Athletic Department authorization.
- Initial _____ 8. Use of concession facilities must be arranged and authorized by the APS Athletic Department prior to the event. APS Athletic Department retains all rights to concession revenue. Licensee shall obtain all necessary permits required if concession rights are forfeited by the APS Athletic Department. Licensee is required to obtain approval of all concession vendors.
- Initial _____ 9. Any and all sponsorship agreements must be approved by the APS Athletic Department and shall include posting of signs, any and all advertising, and the use of the APS Facility name or the APS Athletic Department name or logo.
- Initial _____ 10. Licensee shall adhere to ALL guidelines and policies posted within contract and discussed at event planning meetings with regards to facility use. Licensee must complete all checklists contained within contract.

STATEMENT OF DISTRICT FACILITY RULES/GUIDELINES

VI. Rules, Policies and Guidelines

- Initial _____ A. **SMOKING/USE OF TOBACCO IS PROHIBITED ON ALL APS PROPERTY INCLUDING PARKING LOTS AND RESTROOMS.**
- Initial _____ B. **ALCOHOL IS PROHIBITED ON ALL APS PROPERTY INCLUDING PARKING LOTS AND RESTROOMS.**
- Initial _____ C. **PETS ARE NOT ALLOWED ON APS PROPERTY. SERVICE DOGS/ANIMALS ARE ALLOWED WITH PROOF OF SERVICE.**
- Initial _____ D. **USE OF APS VEHICLES/MOTORIZED EQUIPMENT IS PROHIBITED.**
- Initial _____ E. **VEHICLE TRAFFIC IS RESTRICTED ACCORDING TO THE GUIDELINES SET BY THE APS ATHLETIC DEPARTMENT. MOTORIZED VEHICLES, SKATEBOARDS, ROLLER SKATES, OR BICYCLES ARE NOT ALLOWED IN APS DISTRICT FACILITIES.**
- Initial _____ F. **SUNFLOWER SEEDS AND OTHER SHELL NUTS ARE NOT ALLOWED TO BE CONSUMED ON THE ARTIFICIAL TURF AREAS.**
- Initial _____ G. **SIGNAGE OR OTHER DECORATIONS MUST BE APPROVED BY THE APS ATHLETIC DEPARTMENT. ANY APPROVED SIGNAGE OR DECORATIONS MUST BE COMPLETELY REMOVED AND DISPOSED OF AT THE CONCLUSION OF THE EVENT.**
- Initial _____ H. **OUTSIDE FOOD AND BEVERAGE MAY NOT BE BROUGHT INTO THE STADIUM WHEN APS CONCESSIONS ARE IN OPERATION.**
- Initial _____ I. **BAGS AND/OR BACKPACKS MAY BE SEARCHED AT ANY TIME AT THE DISCRETION OF APS POLICE OR APS EVENT STAFF.**
- Initial _____ J. **PERMISSION TO SELL OR DISTRIBUTE ANY ITEMS SHALL BE AUTHORIZED ONLY BY THE APS ATHLETIC DEPARTMENT.**

With signature and information below, licensee hereby accepts the above terms and conditions, fees and requirements contained within this contract.

LICENSEE INFORMATION:

Contact Person _____ Signature _____ Date _____

Name of Organization _____

Address _____ City _____ State _____ Zip _____

Telephone(s) _____ Fax _____

Name of insured _____ Insurance Company _____

Policy Number _____ Date Effective _____ Date Expires _____

APS ATHLETIC DEPARTMENT USE:

APPROVED BY: _____ Title _____ Date _____