



**CORAL COMMUNITY CHARTER SCHOOL
FACILITY RENTAL AGREEMENT**

THIS AGREEMENT is made and entered into as of the _____ day of _____, 20____, between Coral Community Charter (School) and _____ (Renter) for the use of the facility hereinafter defined.

NOW THEREFORE, it is agreed as follows:

SECTION 1.0 USE OF FACILITY.

The School grants unto Renter the use of and Renter does hereby agree to use Coral Community Charter School Facilities (Facility or Facilities), located at 4401 Silver Ave SE under the terms and conditions herein. The date, time, and activity or activities to be performed in the Facilities, and the Facilities to be so used are as follows:

Facility to be used: _____

Purpose for the use: _____

Purpose of organization applying for use: _____

Date(s) on which Facility will be used pursuant to this Agreement: _____

Start Time: _____ End Time: _____

SECTION 2.0 RENTAL CHARGES

2.1. Rates.

Facility Fee Rates: _____ \$5_____ per hour

Total Estimated Facility Fee: \$ _____

Total Estimated Rental Charges
(Estimated Facility Fee plus Total Estimated Labor Charges*): \$ _____

*Note: Usage of facility will also depend upon availability of School staff. Dependent on when the event is held additional hourly fees may be charged if a member of the School staff need be present to grant access to the facility and/or to secure the facility after use.

2.2. Additional Charges. Renter acknowledges and agrees that additional charges may accrue based on actual usage of facility in accordance with the schedule identified in Section 2.1 above.

2.3 Deposit. Renter shall pay a non-refundable deposit in an amount equal to twenty-five (25%) percent of the minimum estimated charges within seven (7) days of approval of this Agreement by the School, but in no event later than 24 hours prior to the scheduled use.

THE ADDITIONAL TERMS AND CONDITIONS ARE CONTAINED ON PAGE 2 OF THIS FORM.

Renter

School

Name: _____

Name: _____

Title: _____

Title: _____

Signature: _____

Signature: _____

ADDITIONAL TERMS AND CONDITIONS

1. **Other Uses.** Officers, agents, and employees of the School reserve the right to enter all areas of the Facility at any and all times. Renter further understands and agrees that during the term of this Agreement, the School may use or cause to be used for its purposes, any portion of the Facility not in use by the Renter.
2. **Time for Payment.** Payment shall be due within 30 days. Any additional charges accrued beyond the estimated minimum charges set forth above shall be paid by Renter within thirty (30) days of receipt from the School of an invoice for such additional charges.
3. **Cancellation.** If Renter desires to cancel this Agreement, it must notify School no later than 24 hours prior to the start time designated by this Agreement, otherwise payment will be required.
4. **Regulations Pertaining to Use.** Renter agrees to abide by and cause its invitees to abide by the following rules and regulations:
 - a. Any functions for minors must be chaperoned by parents or other adults.
 - b. Renter shall not permit entrance to portions of the Facility other than those specifically outlined above.
 - c. Renter shall not staple, nail, or otherwise affix decorations or signs onto any surface in a manner that causes damage walls, floors, windows, or other surfaces or furnishings of the Facility. All decorations and signs must be removed immediately after the conclusion of the activity or activities conducted pursuant to this Agreement.
 - d. Renter shall use and occupy Facility in a safe manner and comply with any federal, state, county, or municipal authority controlling or governing the Facility or the operation therein, including, but not limited to, all policies, rules and regulations of the School.
 - e. Renter shall use said Facility solely for the purposes herein provided and shall not permit the Facility or any part thereof to be used for any gambling or any unlawful, indecent, obscene or immoral attractions, exhibitions, purposes or entertainment or in any manner so as to injure persons or property.
 - f. Renter shall not permit any individual to bring into the Facility any alcoholic beverages or any materials, substances, equipment or objects which are likely to endanger the life of, or cause bodily injury to, any person on the Facility or which are likely to constitute a hazard to property thereon.
 - g. Renter shall not permit individuals to smoke inside the Facility, and no tobacco shall be sold or distributed on School property.
 - h. Renter recognizes that the School may have representatives present in the Facility during use.
 - i. Per federal law, all foods available for sale on the school campus during the school day shall comply with New Mexico Public Education Department Nutrition Standards, the Healthy, Hunger-Free Kids Act of 2010 as well as, the Coral Community Charter School Wellness Policy.
5. **Indemnification.** The Renter hereby assumes, releases and agrees to indemnify, defend, protect and hold harmless the School, its Board members, agents and representatives from and against any loss of and/or damage to the property of Renter, and all loss and/or damage on account of injury to or death of any persons arising in any way from negligent, reckless or willful misconduct of Renter, its employees, agents or independent contractors.
6. **Damage and Loss.** Renter agrees to return the leased premises and equipment to the School at the end of the term of use in the same condition as the date of the start of this lease, ordinary use and wear excepted. Renter agrees that if any portion of the Facility or contents thereof, during the term of this lease, shall be damaged by the act, default, or negligence of the Renter or of the Renter's agents, employees, patrons, guests or any person admitted to premises by Renter, Renter will pay to the School upon demand such sums as shall be necessary to restore the premises and equipment to their previous condition. Renter hereby assumes full responsibility for the character, acts, and conduct of all persons admitted to any portion of the premises at the time of Renter's use, not including any representatives of the School.
7. **Assignment.** Renter may not assign this Agreement or any right contained in this Agreement nor sublet the Facility without the written consent of the School. Any assignment or sublease of this Agreement or terms arising under this Agreement without written consent of the School shall void this Agreement.

8. **Insurance.**

- a. Renter agrees to acquire and maintain during all times it is using the Facility liability insurance in an amount not less than \$1,000,000 per occurrence combined single limit, for bodily injury and property damage, including premises/operations, products/completed operations, and personal & advertising injury. Renter also agrees to provide fire damage insurance in the amount of \$500,000 and medical payments in the amount of \$5,000. All insurance shall be provided by a carrier which is satisfactory to the School. The School must be named as an additional insured.
- b. Renter must provide a certificate of insurance reflecting all of the above requirements prior to use of the Facility.

9. **Miscellaneous.**

- a. This Agreement contains the entire agreement between the parties. No subsequent alteration, amendment, change, or addition to this Agreement shall be binding unless in writing and signed by both parties.
- b. This Agreement shall be governed by the laws of the State of New Mexico.