

Facility Reservation and Special Event Permit Application

IN ACCORDANCE WITH THE LOS ALAMOS EXCLUSIVE USE OF COUNTY OUTDOOR PROPERTY AND FACILITIES ADMINISTRATIVE GUIDELINE # 1735

	Facility or Field Permit # Special Event Permit #		
Application Date	ResidentNon-Resident		
Applicant	Phone		
Sponsoring Organization/Group/Team Name			
Address/City/State/Zip	Email		
EVENT INFORMATION			
Event Name			
Briefly Describe Event & Activities			
Requested Facility or Field			
Start Date/Time (include Set-Up Time) Date	/ Time		
Finish Date/Time (include Clean-Up time) Date	/ Time		
Expected number of attendees [] 0-100 [] 100+	Anticipated number attending:		
Is this for an organized athletic program? []YES [] NC	If League, # of teams		
Comments			
Will your event include any of the following?			
[] Alcohol service [] 100+ participants / 130 for Fuller Lodge [] Aircraft/Hot Air Balloons [] Animals [] Band/Amplified music [] Bike or foot race [] Bike trail or Open Space Use [] Road/parking lot closures [] Equipment, barricades, structures [] Fairs/Carnivals/Circus (and/or mechanical rides) [] Fireworks	 [] Jumpers, bounce houses, carnival rides or inflatables [] Tournaments/competitions [] Motorized power supported tools/equipment [] Open flame, generators [] Porta-Potties (in addition to existing facilities) [] Security / Crowd Control (not provided by County) [] Signs & Banners [] Tents or shade structure (larger than 10x10 or combined space larger than 10x10) [] Trash/recycling [] Vehicles, Large commercial or non-standard [] Other: 		
FIFID LISE RESERVATIONS ONLY: FLECTRICITY/LIGHTS (** \	where available)		

Specify: [] ELECTRICITY [] LIGHTS Turned On or [] Turned Off [] Sprinklers OFF [] Other_

LOS ALAMOS COUNTY AGREEMENT AND RELEASE OF LIABILITY

(Pursuant to Administrative Procedure Guideline No. 1735)

- Applicant has the authority to bind the above company/organization & agrees to release and indemnify the County for any claims, losses, damages & liabilities as a result of this event.
- Applicant has read and agrees to comply with: 1) Administrative Procedures Guidelines for Use & Rental of County Outdoor Facilities, 2) Property, Sale, Service & Consumption of Alcoholic Beverages at County Properties, 3) Code of Conduct, 4) CSD Facility and Field Use Agreement 5) County Policy #1320 pertaining to field closures and cancellations and agrees to abide by this policy and understands and agrees to comply with the conditions by which this permit is issued.

Risks or hazards inherent in the activity that may cause damage to property, illness, bodily injury or death include, but may not be limited to: Tripping or falling; animals; adverse weather; vehicle mishaps; cuts; scrapes; sprains; breaks; assault; or battery.

As the applicant:

- I acknowledge that there are certain hazards and risks inherent in this activity, and I understand and appreciate the nature of the risks. I understand that these hazards or risks could result in property damage, illness, bodily injury or death to myself, my family members, or my guests. I agree to fully explain these risks to my family members and my guests prior to the activity.
- The activity will take place, at least in part, on lands owned by Los Alamos County, an Incorporated County of the State of New Mexico ("County"), and this Agreement and Release of Liability is given for the benefit of the County.
- In consideration of County allowing access and use to County property, I hereby accept all risk to property damage, illness, injury or death that may be suffered by myself, my family members, or my guests as a result of participation.
- I hereby agree to and will, at all times indemnify, save and hold the County, and its officers, employees, attorneys and agents, through all proceedings, harmless and release the County from any and all liability, claims, demands, disputes, damages, costs, attorney's fees and expenses, incurred by the County and its officers, employees, attorneys and agents as a result, directly or indirectly, of the use of the Facility by the Applicant and its members, guests, visitors, spectators and participants, and release the COUNTY, its governing body, officers, employees and representatives, estates, heirs, next of kin, and assigns for any and all claims and causes of action for loss of or damage to property and for any and all illness or injury including death, that may result from or occur during participation in the activity.
- I have carefully read this statement and understand it to be a **release of all claims and causes of actions** for illness, injury or death, or loss or damage to the property that occur while participating in the described activity.
- I understand it to be an agreement to **indemnify** the County for losses, damages, and liabilities that may arise as a result of participation in the activity.
- I agree to be responsible for all claims and damages arising from personal injury or damage caused to persons or property resulting from my activities, subject to all applicable immunities and exceptions.
- This release of liability is voluntarily given.
- I agree to fully comply with all applicable local, state, and federal laws, rules and regulations and requirements of the County, and any other pertinent regulatory body.

The undersigned Applicant hereby makes application to the County for the use of the facility requested above and certifies that the information in this application is true and correct. The undersigned agrees to exercise the utmost care in the use of the Facility and the surrounding property. The undersigned agrees to sign and adhere

to all provisions, terms and conditions contained in this Agreement as well as adhere to all the rules and regulations contained herein and attached hereto and incorporated herein by this reference.				
Applicant (must be 18 years of age or older) – Please Print Name				
Applicant (must be 18 years of age or older) - Signature	Date			
Initial here to indicate that you agree to the County's cancellation as Terms and Conditions – CSD	outlined in the Facility and Field Use			
Initial here to indicate that you have received and agree to the terms Cancellations and Reservation Changes outlined in the CSD Facility and Fig.				
or				
$\underline{}$ Initial here to indicate that you have received and agree to the terms Facility Agreement	and conditions in the Fuller Lodge			

Facility and Field Use Terms and Conditions - CSD

1. In General

- a. Based upon County approval of the attached Application, the County grants the Applicant permission to use designated Community Services Department ("CSD") indoor and outdoor facilities, fields & courts ("Facilities") for the approved location(s), dates, times and uses as listed, including any date/time modifications or additions made through CSD, as stated on the approved application.
- b. The Applicant acknowledges and agrees that its use is subject to the terms and conditions of the approved application and these Terms and Conditions. The Applicant shall ensure that all participants, affiliated teams, and/or groups comply with these Terms and Conditions, and local rules, regulations, and ordinances, and the Applicant shall be responsible for the conduct of such participants, teams, and groups.
- c. County reserves the right to reject applications that are not in alignment with intended Facility use.

2. Commercial Use of Facilities

The business use of Facilities is outlined in Policy 1735, Use and Rental of County Lands & Facilities, Section III (H). Business use includes, but is not limited to, private lessons for profit and private gain.

3. Reservations

- a. The Applicant will have exclusive use of Facilities only with a permit identifying specific time periods and Facilities for that exclusive use.
- b. Payment for any reservation, if applicable, is due at the time of reservation approval or per the Field User Work Credit Program.

4. Hours Of Use.

- a. Outdoor Facilities are available generally between 6:00 a.m. and 10:00 p.m. Where installed, lights are programmed to automatically shut off at 10:00 p.m. Hours outside of these time frames will require approval of County Manager ("CM") or designee.
- b. Facilities that may require special approval can be discussed with the designated County staff at the time of application.
- c. Applicant must ensure any Facility lights are turned off immediately after use and shall not depend solely on the automatic timer. CSD may deny use of lighted facilities to any applicant that leaves the lights on after the conclusion of the scheduled activity more than once in ninety (90) days.
- d. In the event a Facility has back-to-back reservations, it is the responsibility of each user to abide by its permitted reservation period.
- e. In case of unexpected issues at an outdoor Facility, when Parks staff can not be reached at 505-662-8139, call the Los Alamos Police Department ("LAPD") directly at the non-emergency phone number (505-662-8222) and relay the issue, the name of the caller, the name of the Facility, and any other information requested by LAPD. LAPD will contact an on-call CSD employee to assist, as necessary.

5. Maintenance Expectations.

a. All Facility maintenance shall be performed by or under the direction of CSD.

- b. County-owned equipment and items shall not be removed or relocated from any Facility without express prior written permission from CSD. The Applicant is responsible for ensuring the Facility is returned to its original condition or better.
- c. The Applicant shall not add or make any modifications to CSD Facilities without express written permission. Requests for modifications require approval from the CSD Director or designee.
- d. The Applicant shall ensure that no participants intentionally damage any County property, including but not limited to fences, backstops, buildings, walls, or other fixtures. The Applicant agrees to reimburse the County for all property damages resulting from use by or conduct of the Applicant, its affiliates, members, groups, teams, and/or participants, except those directly and proximately caused by the sole negligence of the County. Until full payment for damage is received, the County shall have the right to deny future applications.
- e. The Applicat shall be responsible for expenses incurred by the County in correcting, cleaning, repairing, or replacing any Facility or property of the County that was damaged in connection with the activity or event for which the Facility was reserved. This includes expenses, such as staff time, that are required to return the County Facility to its condition prior to Applicant's use.

6. Alcohol Sales and Distribution

a. Refer to the Administrative Procedures Guideline 1736 for Sale, Service & Consumption of Alcoholic Beverages at County Facilities.

7. Traffic and Parking

Designated parking areas may be available for parking. Users must not park in unauthorized areas or on any grass. The County is not responsible for theft or damage to vehicles, including damage caused by errant balls or other equipment.

8. Large events, competitions, or tournaments

Large events, competitions, or tournaments may require additional controls to be put in place, possibly at the Applicant's expense. Such controls may include traffic, police, and fire considerations.

9. Restrooms

Organizations hosting tournament play or other highly attended events may be required to rent portable restroom facilities to accommodate the increased number of participants and spectators as a condition of an approved permit. Organizations are responsible for delivery, maintenance, cleaning, and removal of approved/required portable restrooms. Placement/location of required portable restrooms is at the discretion of the County.

10. Courts

Only persons wearing athletic shoes shall be allowed on surfaced courts. No wheeled shoes, or vehicles of any type, may be used on any surfaced courts.

11. User Cancellations and Reservation Changes

- a. When Facility use is cancelled by CSD Staff, reservations will be rescheduled or refunded to the User.
- b. Failure by User to notify CSD staff immediately of cancellations due to imclement weather that are imposed by User will result in forfeiture of any applicable refund or credit to User's account.
- c. Non-weather-related cancellations of Facility reservations must be made at least 24 hours in advance, otherwise the User will be forfeit refund for Facility use.

d. Any changes to Facility reservations may be requested at least 24 hours in advance by contacting the CSD staff during normal business hours. Requests will be considered based on availability and timing.

12. Insurance Requirements

- a. The insurance requirements herein must be satisfied and approved by the County prior to Applicant's use of the Facility. Failure to provide acceptable insurance coverage will result in the denial of Facility request or forfeiture of any scheduled Facility use.
- b. <u>Insurance Term</u>: The Applicant shall procure and maintain for the duration of the use or rental period liability insurance against claims for injuries to persons or damage to property which may arise from or in connection with the use of the facilities and the activities of the Applicant and its employees, agents, representatives, volunteers, coaches, guests, members, and participants.
- c. <u>No Limitation:</u> The Applicant's maintenance of insurance as required herein shall not be construed to limit the liability of the Applicant to the coverage provided by such insurance, or otherwise limit the County's recourse to any remedy available at law or in equity.
- d. Required Insurance: The Applicant's required insurance shall be as follows:
 - i. Commercial General Liability (CGL) insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 covering premises, operations, products-completed operations, and contractual liability. The County shall be named as an additional insured on the Applicant's General Liability insurance policy using ISO Additional Insured-Managers or Lessors of Premises Form CG 20 11 or an endorsement providing at least as broad coverage. The CGL insurance shall be written with limits no less than \$1,000,000 each occurrence, \$1,000,000 general aggregate.
 - ii. The insurance policy shall contain or be endorsed to contain that the Applicant's insurance coverage shall be primary insurance in respect to the County. Any insurance, self-insurance, or self-insured pool coverage maintained by the County shall be excess of the Applicant's insurance and shall not contribute to it.
 - iii. Full Availability of Limits. If the Applicant maintains higher insurance limits than the minimums shown above, irrespective of whether such limits maintained by the User are greater than those required by this contract or whether any certificate of insurance furnished to the County evidence limits of liability lower than those maintained by the County.
 - I. Certificate of Insurance and Acceptability of Insurers. The Applicant shall provide a
 certificate of insurance evidencing the required insurance before using the Facility.
 Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

Facility and Field Use Agreement – FULLER LODGE

To Be Attached once reviewed

■ Driving Range

Outdoor Facilities – PROS Use				
Los Alamos Shelters/Pavilions [] Ashley Pond Stage ** [] Ashley Pond/Zone 1 [] Ashley Pond/Zone 2 [] Ashley Pond/Zone 3 [] Barranca Mesa Pavilion [] Camp May Pavilion [] East Park Pavilion [] North Mesa Pavilion [] North Mesa Shelter [] Urban Pavilion** North Mesa Fields [] Baseball – Bomber** [] Baseball – Lou Caveglia** [] Baseball – Minors [] Baseball – Seniors** [] Baseball – T-Ball [] Soccer – Jim Flint [] Softball – Bun Ryan** [] Volleyball North Mesa Arenas [] Brewer** [] Covered** (max. occ. 49) [] Dressage Flash Jump [] Equestrian [] Therapeutic	White Rock Shelters / Pavilions [] Overlook Shelters [] Piñon Pavilion [] Rover Pavilion [] Rover Shelters White Rock Overlook Fields [] Baseball – Byers [] Baseball – Minors A [] Baseball – Minors B [] Baseball – Virchow** [] Soccer – Dara Jones [] Soccer – Spirio # 1 [] Soccer – Spirio # 2 [] Soccer – Spirio # 3 [] Softball - X-Lovato ** [] Softball #1 [] Softball #2 [] Softball #3 [] Softball #4 ** Electricity available	Tennis Courts** [] 36th Street (1) [] Barranca (3) [] Canyon (2) [] Myrtle Street (1) [] Piñon, WR** (3) [] Rover, WR (2) [] Urban** (4) Other Sports Fields [] Community – Soccer [] Urban Park – Baseball [] Urban Park – Volleyball [] Urban Park – Volleyball [] Watanabe – Soccer [] Western Area – Soccer [] Western Area – Soccer [] Disc Golf Course, LA [] Disc Golf Course, WR [] Overlook Point, WR [] RC Track, WR [] Sail Plane Field, WR [] Skateboard Park, LA		
Other Recreation Facilities				
Aquatic Center				
 □ Main Pool: □ All or □ # of Lanes ○ Short Course, less than 100 participants; Still open to the Public for use (Service Fee may apply) ○ Long Course/Short Course, more than 100 participants. *Service Fee may apply □ Therapy Pool 				
□ Leisure Lagoon □ Training Room □ Chairs Needed: #				
Ice Rink □ All □ Ice Sheet: Non-Premium Ice (Monday - Thursday) Premium Ice (Friday - Sunday) □ Locker Rooms # □ Warming Hut □ Chairs Needed: # □ Tables Needed: #				
Golf Course ☐ Conference Room ☐ Front Nine ☐ Back Nine				

☐ Chipping Green

Putting Green

Indoor Facilities – Fuller Lodge Use

Fuller Lodge (Pajarito Plus)	Fuller Lodge (Individual Rooms)	White Rock Municipal Complex
[] Pajarito Room [] Curtis Room [] Kitchen [] Green Room	[] Zia Room [] Throne Room [] Nambe Room	[] White Rock Activity Room [] White Rock Town Hall [] White Rock Town Hall South
[] Patio (Covered) [] Patio (Uncovered)	Fuller Lodge Rose Garden	Senior Center (BESC)
[] Lawn Area	[] 50 chair set up [] 100 chair set up [] 150 chair set up	[] Great Room [] Classroom A/B