

# NEW MEXICO FACILITY USE AGREEMENT

Date: \_\_\_\_\_

This New Mexico hourly facility use agreement between Sandoval Masonic Lodge #76, Landlord(s), and \_\_\_\_\_, Facility user, for a facility located at 1420 Barbara Loop SE, Rio Rancho, NM 87124.

Facility users agree to a donation of \$50 per hour, with a minimum total fee of \$200. Sum shall be payable in full at the time of signed agreement.

The Facility user will be permitted to occupy the facility at only the following times:

Date \_\_\_\_\_ from \_\_\_\_\_ am/pm to \_\_\_\_\_ am/pm.

- 30 minutes prior for setup (no charge)
- 30 minutes after for cleanup (no charge)

Only the following organization and no pets are allowed in this dwelling:

\_\_\_\_\_

Without Landlords' prior written permission, no other persons and no pets may occupy this space, even temporarily, nor sublet or used for any purposes. Facility user agrees to allow one representative of Landlord to be present during occupancy. Landlord will retain keys and open door for the group and be responsible for locking up.

Initial: Landlord \_\_\_\_\_ Facility user: \_\_\_\_\_

**FACILITY USER AGREES TO THE FOLLOWING:**

1. To accept the building "as is,".
2. To keep outside areas clean.
3. To keep from making loud noises, disturbances, and the playing of music and broadcast programs that would violate sound ordinances.
4. Not to paint or otherwise permanently decorate the interior or exterior of the dwelling without first getting the Landlord(s) written permission.
5. Not to violate any state or local laws. Landlord is not responsible for enforcing or interpreting laws. However, they may request activities be halted if it feels that laws are being violated and contact authorities if it continues.
6. Not to repair motor vehicles on the premises.
7. Kitchen is not certified for public food preparation. It is not intended for selling food prepared on site.
8. No alcohol shall be served or consumed anywhere on the premises at any time.
9. If any dishes are used, they shall be cleaned prior to leaving the space.
10. To pay donation by check or money order made out to the Landlord(s) (returned checks will have applicable late payment fees of \$ 50 or less where required by law).
11. To pay for repairs of all damage the Facility user or their guests have caused.
12. Sweep the floors prior to leaving if any food or refreshments are served.
13. Any significant use of materials such as cups, paper plates, paper towels, etc. shall be replaced within 15 days of use. Facility users are encouraged to bring their own materials.
14. Facility users do not have access to any locked storage spaces or drawers. If storage space is required, it must be negotiated as part of the lease.
15. Facility users will maintain and provide proof of a \$1,000,000 liability policy and Sandoval Lodge #76 shall be listed as one of the beneficiaries.

Violation of any part of this Agreement or nonpayment of rent when due shall be cause for eviction under applicable NM code sections. The prevailing party shall recover reasonable legal service fees involved.

Initial: Landlord: \_\_\_\_\_ Facility user: \_\_\_\_\_

**DISCLOSURES:**

Site is not prepared for commercial food preparation.

Alcohol is not permitted at any time anywhere on the premises.

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Facility user hereby acknowledges that they have read this Agreement, understand it, agree to it, and have been given a copy.

Landlord: \_\_\_\_\_ Renter: \_\_\_\_\_