

# SANDIA PREP

## Master Calendar Event Request

Today's Date 1/31/13 Requested by: Russ Foos

Contact Phone Number: 505-934-9084 email: foos@comcast.net

What: Name of Event: 2013 NM Optional State Championships

Description of Event: Annual State gymnastics championships

When: Start: 3/16/13 Time: 7:00 AM/PM  
End: 3/16/13 Time: 10:00 AM/PM  
Setup Time 3/15/13 3:00 AM/PM Depart Time \_\_\_\_\_ AM/PM (for trips)  
Breakdown 3/16/13 9:00 AM/PM Return Time \_\_\_\_\_ AM/PM (for trips)

Where: Locations of Event: \_\_\_\_\_

Who: SPS Groups Involved: \_\_\_\_\_  
Grade: 6 \_\_\_\_\_ 7 \_\_\_\_\_ 8 \_\_\_\_\_ 9 \_\_\_\_\_ 10 \_\_\_\_\_ 11 \_\_\_\_\_ 12 \_\_\_\_\_

Other Groups/Schools Involved: \_\_\_\_\_  
Total Number of Participants: \_\_\_\_\_

About: Departments: \_\_\_\_\_

Activity Type: Gymnastics  
(i.e. Social event, Baseball, Soccer, chess club)

Event Type: State Championships  
(i.e. assembly, game, practice, meeting, dance)

Equipment Needed: 12 tables, as many folding chairs as possible  
(i.e. table, chairs, electronic, technical, sound, etc.)

Sporting event - Home \_\_\_\_\_ Away \_\_\_\_\_ (at: \_\_\_\_\_)

Setup Instructions: Bleachers open, floor clear, basketball hoops raised

Documents to be Attached to file: \_\_\_\_\_

Events Coordinator \_\_\_\_\_ Director of Studies \_\_\_\_\_ IT Dept \_\_\_\_\_  
Athletic Director \_\_\_\_\_ Maintenance \_\_\_\_\_ scanned \_\_\_\_\_  
Business Office \_\_\_\_\_ Coordinator(s) \_\_\_\_\_ attach \_\_\_\_\_

## Terms and Conditions of Master Calendar Event Request

Sandia Preparatory School reserves the right, entirely at its discretion, to accept or reject any application for the use of any facility or area under its jurisdiction.

1. The complete control of the facility and equipment shall at all times remain with Sandia Preparatory School through its management, supervisory, custodial and maintenance employees, excluding contents supplied by the RENTEE or its members.
2. The RENTEE shall obey and observe all laws, and regulations of the City of Albuquerque.

### HOLD HARMLESS

3. RENTEE agrees to indemnify and hold harmless Sandia Preparatory School harmless from and against any and all loss, claims, actions, damages, liabilities, costs and expenses, including reasonable legal fees, in connection with loss of life, personal injury, damage to property or any other loss or injury whatsoever arising from or out of any occurrence in, upon or at the leased premises or the occupancy or use by the RENTEE of the leased premises or any part thereof, or occasioned wholly or in part by any act or omission of the RENTEE or by anyone permitted to be on the leased premises or the market by the RENTEE. If Sandia Preparatory School shall, without fault on its part, be made a party to any litigation commenced by or against the RENTEE, then the RENTEE shall protect indemnity and hold Sandia Preparatory School harmless and shall pay all costs, expenses and reasonable legal fees incurred or paid by Sandia Preparatory School in connection with such litigation. The Licensee shall also pay all costs, expenses and legal fees that may be incurred or paid by Sandia Preparatory School in enforcing the terms covenants and conditions of this Agreement, unless a court of law shall decide otherwise.

### INSURANCE

4. The RENTEE shall obtain and maintain general liability insurance at its own expense, in a form satisfactory to Sandia Preparatory School and in an amount not less than *one million dollars* and provide evidence of this insurance prior to use of occupation of Sandia Preparatory School. Such insurance shall include the Sandia Preparatory School as additional insured with respect to the RENTEE'S operations and obligations under this agreement. Further, such insurance shall not be cancelled or permitted to lapse unless the insurer notified Sandia Preparatory School in writing at least thirty (30) days prior to the date of cancellation. Sandia Preparatory School reserves the right to request, from time to time, such other amounts and types of insurance as it may reasonably require; failure to satisfactorily meet these conditions relating to insurance shall be deemed a breach of this Agreement.

Proof of Insurance:

Hold Harmless Agreement:

A reservation/damage deposit in the form of a \$100.00 check made out to Sandia Preparatory School must accompany this request. Payment in full must be received 7 days prior to event. Please refer to the Information Sheet regarding the cancellation policy.

Sandia Preparatory School hereby grants NM USAG (herein after called the Renter) permission to use the facilities as outlined, subject to the terms and conditions of the Agreement and affiliated documents contained herein and attached hereto all of which form part of this agreement.

The undersigned has read, and on behalf of the Renter, agrees to be bound by this agreement and the terms and conditions contained herein and attached hereto, and hereby warrants and represents that he/she has sufficient power, authority and capacity to bind the Renter with his/her signature.

PERSON RESPONSIBLE FOR EVENT: Russell Foos

SIGNATURE: Russell K. Foos

5. Sandia Preparatory School is not responsible for damage to or disappearance of any items stored on its property.
6. The RENTEE shall not set up for a private event prior to 4 p.m. due to the daily operations of Sandia Preparatory School unless other arrangements are made with the Facilities Department of Sandia Preparatory School.
7. Sandia Preparatory School staff will clean and clear the rental space in its entirety, in accordance with its standard practices prior to the event set up.
8. The RENTEE shall clean the rental space in its entirety following completion of the event to the satisfaction of Sandia Preparatory School.
9. It is further agreed that Sandia Preparatory School reserves the right to terminate this agreement, to claim all costs of breach against the RENTEE, to prosecute or suspend, or otherwise penalize the RENTEE or other representatives for violation of the conditions contained herein.
10. The RENTEE shall ensure:
  - A) That the maximum number of persons using the facilities shall not exceed the approved capacity of the facility in use (see information sheets for applicable facility).
  - B) That no smoking is permitted anywhere on the Sandia Preparatory School campus.
  - C) That no alcoholic beverages, illegal drugs or any tobacco products will be permitted on the premises.
  - D) That the type of program or entertainment to be provided during the term of license by the RENTEE shall at all times conform to the City of Albuquerque laws.
  - E) That vehicles will only be parked on facility grounds designated parking areas only.
  - F) That no changes or alterations shall be made to any facilities unless expressly permitted and provided for in this agreement. No tape or other attachments are permitted on Gym floors.
  - G) That confetti is not permitted on the premises of Sandia Preparatory School
  - H) That any broken glass, food or beverage spills that may result in personal injury or damage to the facility or furnishings are attended to immediately.
  - I) The washrooms utilized are left in reasonably clean condition.
  - J) That all items brought in for the event shall be removed from the facility by the end of the event, unless expressly provided herein.
  - K) NOTWITHSTANDING the use granted by this license, facilities will not be available on days during which facilities have been closed by the administration because of inclement weather or other reasons.
  - L) The RENTEE shall be financially responsible to Sandia Preparatory School in respect of any or all property damage or vandalism arising out of the use of the facility or area granted under this agreement. Minimum charge for damage is \$50.00.
  - M) That no food or drinks are allowed in the theater.
  - N) Any use of the Sandia Preparatory School name or logo in preprinted material must be approved by the Sandia Preparatory School Marketing Department.

PLEASE NOTE: IT IS THE RESPONSIBILITY OF THE LICENSEE TO ENSURE THAT ALL PERSONNEL PERTAINING TO THE EVENT ARE AWARE OF AND LIKEWISE ABIDE BY THE TERMS AND CONDITIONS OF THE RENTAL AGREEMENT.