



**COUNTY OF RIO ARRIBA
ADMINISTRATIVE
POLICIES AND
PROCEDURES**

**FOR PARKS, SPORTS, &
RECREATIONAL FACILITIES**

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Facility Rental Policy

Purpose

The County of Rio Arriba permits the rental of its parks, sports, and recreational facilities (hereafter called “facilities”) to be used for the leisure time pursuits of the general public, as well as by governmental agencies, for-profit, and not-for-profit organizations. This Policy is intended to establish standardized guidelines for the proper rental of said facilities.

General Guidelines

The County of Rio Arriba permits the rental of facilities by those individuals, organizations and groups that will comply with the law and will benefit the general welfare of the community. The County has established a reservation system by which any person or group may apply to rent facilities and may generally be granted usage on a first-come, first-served basis. However, priority will be given to programs directly sponsored by the County. Any person or group with an approved rental permit will supersede any unauthorized users of facilities. An approved rental permit to use any and all County-owned facilities will be granted through the individual Department or Division overseeing the facility.

Rental authorization to use a County facility will be granted when the following provisions are met:

- A. INSURANCE. The County requires renters of county-owned facilities to insure such use of the facilities, with the County of Rio Arriba named as additional insured on the policy. The amount of insurance shall coincide with the Tort Claims caps found in NMSA Section 41-4-19 (1978).
- B. LIABILITY. As between the parties, each party shall be solely responsible for any and all liability arising from personal injury, including death or damage to property arising from the act or failure to act of the respective party or of its officials, agents, employees pursuant to this agreement. The liability of the County shall be subject to the immunities and limitations of the Tort Claims Act, Sections 41-4-1 *et. seq.* NMSA 1978, and of any amendment thereto. (County employee or designee must be available onsite or on call at all times during event.)
- C. Official representatives of groups renting County facilities must sign an appropriate Rental Permit Application form. Signers of permit applications shall be held responsible for the care of the facilities, the control of all participants, spectators, etc., and the payment of all applicable fees or charges that may be required. Approved permit holders must be at least 18 years of age, agree to be present for the entire activity, and be responsible for the decorum of those present. Minors must be supervised by an adult at all times.
- D. No County facility may be used for unlawful purposes. Activities may not infringe upon County rules and regulations, nor disrupt the use of the facility by others. Attendance may not exceed legal capacity.

- E. All signs, flyers, and promotional literature advertising political, religious, commercial, promotional, or fund-raising activities on County premises must state explicitly that such use does not constitute endorsement by the County of Rio Arriba.
- F. Security may be required for the scheduled activity. If required, security plans must be approved by the County Manager/Risk Manager and/or Parks & Recreation Coordinator.
- G. All County Facilities are Smoke, Alcohol, and Drug Free Zones. Violators will be properly prosecuted.
- H. Activities to be performed at the facility shall be consistent with the general activities of the facility.
- I. Rental fees shall cover the use of the facility only and shall not include any equipment except where specifically noted.
- J. Damage deposits and other fees may apply depending upon the specific requirements of the facility being rented.

Penalties

The County Manager or his designee may immediately revoke the rental permit to use a facility and cancel the underlying activity or event at the County facility if they determine that a violation of this policy by the sponsor, or any participants, or guests has occurred. The County shall not be liable to the sponsor or any other person for any damages resulting from such action.

Sponsorship at County of Rio Arriba Facilities

Purpose

The purpose of sponsorship is to increase the Rio Arriba County Parks & Recreation Department's ability to provide services to the community. In anticipation of such support, it is the policy of the Rio Arriba County Parks & Recreation Department to provide sponsors with suitable acknowledgement of their contributions. In addition, such recognition shall not take away from visitors' experience or expectations, nor shall it impair the visual qualities of the site or be perceived as creating a proprietary interest in County facilities.

Policy Procedures & Guidelines

These procedures and guidelines have been established to ensure all sponsors are treated in an equitable and appropriate manner, and that in recognizing a sponsor's support, the values and purpose of a particular community center and/or park are not diminished. The guidelines and procedures contained within this policy do not apply to gifts, and/or grants for which there is no benefit or recognition.

County of Rio Arriba Parks, Ball Fields, and Recreational Facilities Permit Application/Rental Guidelines

1. Use of the County of Rio Arriba facilities by any individual or group shall be subordinate to the operating requirements of the County of Rio Arriba. In all cases, such use clearly must not conflict with the County of Rio Arriba-sponsored activities nor restrict public use of a building, park, or sports facility (hereafter called facilities) for an unreasonable period of time.
2. All rentals must be scheduled through the Parks & Recreation/Public Works Department. (Or designee appointed or contracted by the County of Rio Arriba)
3. Facilities will be open for holidays observed by the County of Rio Arriba, unless stated otherwise by the County Manager or designee. Furthermore, in the event of an unexpected emergency, the facilities may also be closed.
4. A County of Rio Arriba facility may not be used for unlawful or purely commercial purposes. Activities must not disrupt the use of the facility by others. Attendance may not exceed legal capacity.
5. The County may refuse rental to anyone. Reasons may include, but shall not be limited to: non-payment, abuse of facilities, sportsmanship issues, lack of supervision, disregarding County policies and/or park rules, etc.
6. Renter shall use premises only for the purpose and activities as described in the permit.
7. Renter shall not assign or sublet the whole or any part of the premises.
8. All permit applications must be submitted three weeks in advance of a scheduled event.
9. Facility rentals will not be officially scheduled until rental agreement is signed and security deposit is received.
10. The facility shall be held for thirty (30) minutes after reservation booking time. After the thirty (30) minute grace period, if the scheduled event has not yet commenced, the facility will be closed or the area may be used for other activities.
11. A \$250 clean-up/damage deposit will be required of all groups and organizations requesting facility rental. The deposit shall be payable at the time of booking the facility. The clean-up/damage deposit shall be refunded, after inspection of the facility by department staff, if staff determines that the deposit is not required to cover the cost of clean-up and damages. The County may withhold refunding all or part of the user's clean-up/damages deposit as may be necessary to return the facility to its condition prior to the activity. Additional charges may be incurred by the group/organization/individual if the deposit is not sufficient to cover the cost of clean-up/damages.
12. Required fees must be paid at least ten (10) working days prior to the date of requested use. When an event is canceled after fees are paid, the applicant may select another open date. Groups or individuals canceling their reservation within five working days prior to the requested date will forfeit both their rental fees and the deposit, unless the County of Rio Arriba initiates cancellation.
13. Users take full responsibility for setting up the facility, and for leaving it in a clean and orderly condition. Chairs and tables shall be returned to their original locations. All trash and food shall be disposed of properly in outdoor receptacles.
14. No alterations are permitted under any circumstances.

15. In case of inclement weather, County of Rio Arriba Parks & Recreation may cancel rental dates and agreements. No fields will be allowed to be played on that are not in playable condition. County staff will have final say on whether fields are playable. Rescheduling may take place or rental money refunded.
16. All game times cannot start earlier than 8:00 am and must end by 11:00 pm. (Special use hours require approval from Parks & Recreation office)
17. No driving of any unauthorized vehicle onto the complex(s) fields and paths shall be permitted.
18. Renters will be expected to keep and enforce park rules: No hitting balls into fences and all other posted park rules. Rules are posted at all parks.
19. No outside food will be sold at any facility(s).
20. Smoking is prohibited in all County buildings. No alcoholic beverages or illegal drugs shall be permitted in any facilities or on County property.
21. If keys are issued for a facility, the requestor shall take full responsibility for safe return of the keys and shall be required to sign a Facility Key Request form.
22. No animals shall be permitted other than service animals. Owners shall be responsible to clean up any messes left by service animals. Proper service credentials must be displayed by service animals at all times.
23. The storage of private property by user groups on County premises is not permitted.
24. The County of Rio Arriba does not discriminate on the basis of race, age, religion, national origin, sexual orientation or disability.
25. An individual or group using the facility is responsible for injury or damage to person(s), equipment, or property. Each sponsor shall be solely responsible for any and all liability arising from personal injury, including death, or damage to property arising from the act or failure to act of the respective sponsor or of its officials, agents, employees. The liability of the County shall be subject to the immunities and limitations of the Tort Claims Act, Sections 41-4-1 NMSA 1978, et. seq. and of any amendment thereto.
26. Only under special circumstances, submitted by the County of Rio Arriba Public Works Director and then determined in the sole discretion of the County Manager of the County of Rio Arriba, will a written formal request to discount field rates be considered. Discounts exceeding 20% will not be given.

The following Agreement is required as a precondition to any use of the County of Rio Arriba parks or sports facilities:

COUNTY OF RIO ARRIBA
AGREEMENT AND RELEASE OF LIABILITY

Contact Person: _____ Contact Day Phone: _____ Fax: _____

Title of Contact Person: _____ E-mail Address: _____

Individual or Company/Organization Name: _____ Cell Phone: _____

Address/City/State/Zip: _____

For RV Parking Only: Driver's License: _____ Vehicle License Plate #: _____

1. Insurance shall generally be required for the rental of all County Recreational/Sports facilities
2. Applicant shall have the authority to bind the above company/organization & agrees to release and indemnify the County for losses, damages & liabilities as a result of this event. If not, this Agreement is null and void.
3. Applicant has read and agrees to comply with the ordinances, policies, procedures and guidelines of the County and the laws of the State of New Mexico and understands the conditions under which this permit is issued.

RISKS OR HAZARDS INHERENT IN THE ACTIVITY THAT MAY CAUSE DAMAGE TO PROPERTY, ILLNESS, BODILY INJURY, OR DEATH INCLUDING BUT MAY NOT BE LIMITED TO:

Tripping or falling

Adverse weather

Cuts; scrapes; sprains and breaks

Mishap with vehicle

Assault/Battery

I acknowledge that there are certain hazards and risk 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 the County of Rio Arriba and this Agreement and Release of Liability is given for the benefit of the County.

In consideration of the County of Rio Arriba allowing access 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 from such participation, and I hereby release the County of Rio Arriba, their governing body, officers, employees, attorneys, agents and representatives, estates, heirs, next of kin, and assigns from any and all claims and causes of action for loss of or damage to property of myself, my family members, or my guests and for any and all illness or

injury to myself, my family members, or my guests, including death, that may result from or occur during participation in the activity, whether caused by negligence or the County of Rio Arriba, their governing body, officers, employees, attorneys, agents or representatives, or otherwise, and hereby agree to indemnify and hold them harmless from and against any and all claims, liabilities, damages, costs and expenses that may arise as a result of participating in the activity.

I HAVE CAREFULLY READ THIS STATEMENT AND UNDERSTAND IT TO BE A **RELEASE OF ALL CLAIMS AND CAUSES OF ACTION** FOR ILLNESS, INJURY OR DEATH TO MYSELF, MY FAMILY MEMBERS, OR MY GUESTS OR LOSS OR DAMAGE TO THE PROPERTY OF MYSELF, MY FAMILY MEMBERS OR MY GUESTS THAT OCCUR WHILE PARTICIPATING IN THE DESCRIBED ACTIVITY AND AN AGREEMENT TO **INDEMNIFY** THE COUNTY FOR LOSSES, DAMAGES, AND LIABILITIES THAT MAY ARISE AS A RESULT OF PARTICIPATION IN THE ACTIVITY. **IN THE EVENT THAT I AM LEGALLY PRECLUDED FROM EXTENDING INDEMNIFICATION TO THE COUNTY, I WILL BE REQUIRED NEVERTHELESS TO 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 AGREEMENT AND RELEASE OF LIABILITY IS VOLUNTARILY GIVEN.

I AGREE TO FULLY COMPLY WITH ALL APPLICABLE LOCAL, STATE OR FEDERAL LAWS, RULES AND REGULATIONS.

_____ Date: _____
SIGNATURE OF APPLICANT/OR AUTHORIZED AGENT

Facility Manager Approval: _____ Date: _____

_____ (County Manager) Date: _____
Insurance requirement waived only if signed by
County Manager and or Designee

Rio Arriba County Parks & Recreation Rental/Permit Application

1122 Industrial Park Road
Española, NM 87532
Office (505) 753-6663 Fax (505) 747-0336

This request must be submitted to the County of Rio Arriba Parks and Recreation three weeks prior to the date of the event. Certificate of insurance is required for all events, listing the County of Rio Arriba as an additional insurer.

FIELD RATES

<i>Baseball/Softball Fields/Parks</i>	Rates
Field Use (exclusive per field)	\$25.00 per hour/per day 2 hour Min
Practice at Recreational Facilities	\$25.00 per hour/per facility/two hour Min.
24 hour tournaments	Not allowed
Leagues County Sponsored	Rate TBD
	Proceeds go to County/County
Adult tournaments only	\$100.00 per day/per field
Damage/Cleaning Deposit (mandatory)	\$250 (Money Order/Check) (*refundable*)

above rates subject to change with Economic and market demands
Damage/Cleaning deposit subject to change depending on event size/type
****Refundable if venue is left clean and without damage****

APPLICANT CONTACT INFORMATION

Name of individual responsible for event:

Application on behalf of: Group Individual Organization Business

Name: _____

Address: _____

Home Phone: _____ Work _____ Cell: _____

Email Address: _____

Alternate Contact Person: _____

Home Phone: _____ Work: _____ Cell: _____

Email Address: _____

EVENT INFORMATION

Date: _____

Name of Event/Tournament: _____

Is this activity sanctioned? No Yes

Estimated Attendance: _____ Admission Charged/Amount _____

RENTAL INFORMATION

The tenant hereby requests the use of field(s).

- Kenny Griego Dixon Ball Field
- Lumberton Ball Field/Park
- Cameron Nolan Martinez Park (Alcalde)
- Tee Ball Field (San Pedro)
- Arboleda Park (Chimayo)
- Joe Romero Park (San Pedro)
- Tierra Amarilla Ball Field #1
- Tierra Amarilla Ball Field #2
- Tierra Amarilla Park Bobby Binion Memorial Basketball Courts, TA
- Canjilon Community Park
- Alternative School, "Cariños Gymnasium"
- Abiquiu Rural Events/Rodeo Grounds
- Joseph M. Montoya Swimming Pool, TA

Rental Day(s): Monday Tuesday Wednesday Thursday Friday Saturday Sunday
between the hours of _____ AM and _____ PM Total days: _____

Lights: Note Facilities are NOT equipped with Lighting)**

Please Answer the Following Questions

Will tents be used?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
Will electricity be used?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
Will field paint be used?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
Will there be amplified sound?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
Will you be renting an inflatable attraction? (Jumper, slide, etc)	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
Will insurance be provided?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No

APPLICANT SIGNATURE

I understand that I will be contacted by a Parks and Recreation employee within five business days from the date the application is submitted and that my application for the use of the facility is not final until it is signed by a Parks and Recreation employee and the damage/cleaning deposit is made. I attest that all the information provided in this application is true and correct.

Applicant Signature: _____ Date ____/____/____

PARKS AND RECREATION USE ONLY

Staff Signature: _____

Date: _____

Received on: _____

Approved: ____ Yes ____ No

Total fee: _____

Payment due by: _____

Payment received on: _____

County Manager/Designee

Date

Parks & Recreation Coordinator/Designee

Date

Contractor (Contact Info)