



# Town of Bernalillo

*"The City of Coronado"*

## Public Works Department

**Mayor**  
Jack Torres

**Council**  
Marian A. Jaramillo  
Tina Dominguez  
Dale R. Prairie  
Ronnie A. Sisneros

### **TOWN OF BERNALILLO PRIVATE USE OF THE TOWN PARKS**

The Town of Bernalillo parks, outside recreational facilities, and pavilion shelter shall be reserved for use when an event or gathering may exceed 20 participants or is open to the general public. Reserving any of the Town park facilities requires completing either a "Facility Use Application" or a "Special Event Permit". A Facility Use Application is used when the event is not open to the general public, does not require specialized equipment (excluding inflatable slides or jumpers), does not require traffic control, does not require exclusive use of the facility, and has no vendors. All other events require a Special Event Permit. Facility Use Applications are available at the Town Hall or the Public Works Office; Special Event Permits can be obtained from Town Hall.

#### **Facility Use Application (application)**

1. Incomplete applications will not be accepted
2. Applications will not be accepted unless accompanied by a security deposit and applicable fee.
3. Applications will be reviewed and approved on a first come first serve basis
4. At the sole discretion of the Town, certain events may require a certificate of insurance reflecting the required coverage's and amounts.

#### **Facility Use Terms and Conditions**

Upon approval and acceptance of the application by the Town, The facility Responsible Party (Responsible Party) shall abide by all of the following terms and conditions.

1. The Responsible Party shall agree to indemnify the Town (Town may require that insurance be provided to protect the Town).
2. Town facilities and grounds available for use are limited to the areas within the Town parks and/or park facilities that are described in the application.
3. Town functions will take priority. Use of the facilities and/or grounds shall not be to the exclusion of Town uses.
4. Town officials and employees may enter the premises at any time, even during a private event, for any purpose.
5. The security deposit will be held to cover damage and improper care, and necessary cleaning, if any. Any portion of the deposit that remains after all of the Town's costs to fully correct any such damage and cleaning are deducted shall be returned to the Responsible Party as authorized by the Town Department of Public Works Director. The Responsible Party shall reimburse the Town for any costs of repair or cleaning that exceed the amount of the deposit within thirty (30) days of being invoiced by the Town.
6. In the event the reservation is canceled prior to the event date the security deposit shall be refunded.
7. The Town shall not be responsible for anything left, lost, or stolen on the premises.
8. Use of the Town facilities is subject to all of the rules, regulations, and resolutions and ordinances of the Town of Bernalillo, and upon strict compliance with the terms of the Town.
9. The Responsible Party shall reimburse the Town of Bernalillo for any costs the Town incurs related to the use activity, including, but not limited to, the costs that the Town may incur in providing police protection or security in excess of the personnel ordinarily on duty during the time of use; and the cost of cleaning up or repairing the park facilities and/or grounds following the private use activity.



## **Facility Use Application**

### **Public Works Department**

#### **SUPERVISION**

1. The Responsible Party must provide a person(s) responsible for supervision of the event that must be present from the time the event begins, while the event is in progress, and must wait until all users of the facilities have vacated the premises.
2. The Responsible Party and other individuals supervising the event shall be responsible for the conduct and control of the participants of each event.
3. The Responsible Party and other individuals supervising are responsible for seeing that no equipment or other portions of the facilities are used except those specifically stated in the application.
4. The Responsible Party and other persons responsible for supervising shall see that the facility is left in the same condition as prior to the event.
5. No vehicles are allowed beyond the designated parking areas except for delivery purposes, and must be returned to the designated parking areas as soon as delivery is completed. The Responsible Party and other persons responsible for supervision shall see that no unauthorized vehicles are beyond the main parking lot.

#### **RESPONSIBILITIES**

1. It shall be the responsibility of the Responsible Party to pay for all damages that are a result of the improper use or supervision of the equipment, buildings, or grounds. Any Responsible Party failing to report damage and pay for it may be denied subsequent use of the facilities, in addition to such other remedies as may apply.
2. The Responsible Party assumes all responsibilities for injuries that may occur to persons or participants.
3. It shall be the responsibility of the Responsible Party to vacate the premises, after cleanup, within the time scheduled.

#### **FACILITY RULES AND REGULATIONS**

1. No alcoholic beverages shall be consumed, sold, given or delivered on the grounds without the Responsible Party, on behalf of the organization, having first obtained all necessary approvals and/or alcohol beverage licenses when required.
2. The Responsible Party shall assure that minors are not served alcoholic beverages.
3. Decorating will be permitted provided it does not damage the park or structures and must be removed at the conclusion of the event.
4. In consideration of the neighbors, persons using the facilities should refrain from boisterous conduct or loud music. After proper warning, should conduct of the event continue out of control, individuals or the entire group may be required to vacate the park prior to the scheduled conclusion of the event without refund of any portion of the deposit.
5. The park must be vacated in accordance with hours of operation.
6. An approved Facility Use Application gives the Responsible Party permission to use certain reserved areas but it does not grant exclusive use of the park.

#### **GENERAL REGULATIONS FOR ALL RESPONSIBLE PARTYS OF THE TOWN PARKS**

1. No boisterous or disorderly conduct on premises.
2. No willful disfigurement of buildings or equipment.
3. All persons will use the rest room designated for that person's sex.
4. No glass bottles or containers are permitted in any area of the park.
5. No littering in any form.
6. No starting of fires in other than specified locations (fireplace, grills).
7. No fireworks of any kind except with the Towns approval.
8. No parking beyond main parking lot without special permission.
9. No operation of motorized vehicles in areas other than designated lots and roadways.



# Facility Use Application

Public Works Department

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

## Applicant:

Application on Behalf of:  Individual  Group  Organization

First Name: \_\_\_\_\_

Organization: \_\_\_\_\_

Last Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Cell: \_\_\_\_\_

City: \_\_\_\_\_

Email: \_\_\_\_\_

State: \_\_\_\_\_

## Event:

Type: \_\_\_\_\_

Number of Attendees: \_\_\_\_\_

Date(s): \_\_\_\_\_

Start Time: \_\_\_\_\_ Finish Time: \_\_\_\_\_

Responsible Person: \_\_\_\_\_

Phone: \_\_\_\_\_

## Facility:

West Loretto

Ball Fields

Pavilion

East Loretto

East Soccer Field

Santiago

North Rotary

West Soccer Field

Athena

South Rotary

Fred Saiz Park

## Rates:

\$100 Damage and cleaning deposit (refundable 10 -14 days after event)

\$25 Private Event Fee (Non-resident individuals only)

\$100 Fee Non-profit Organization:

\$10/day Electricity fee (for each outlet):

### Make checks payable to: Town of Bernalillo

The responsible person signing the application does, by so doing, agree to be bound by all of the above obligations, personally and on behalf the organization for which the reservation is made (if any); and if on behalf of an organization, the responsible person's and organization's obligations shall be joint and several: The responsible person and the organization for which the reservation is made (if any) shall indemnify and save harmless and agree to tender of defense and to defend and pay any and all legal, accounting, consulting, engineering and other expenses relating to the defense of any claim asserted or imposed upon the Town of Bernalillo, its officers, agents, employees and independent contractors growing out of this use of the Town facilities, and will be financially responsible for any and all damages to park facilities that arise from this use of the Town facilities.

Responsible Person: \_\_\_\_\_

Approved : \_\_\_\_\_