



**TOWN OF RED RIVER
RED RIVER CONFERENCE CENTER
POLICIES, PROCEDURES AND RENTAL SCHEDULE**

SECTION 1. DEFINITIONS

- A. **ANNUAL USAGE FEE** means an annual fee made available to local based non-profit organizations that sponsor either non-tourist or tourist related events.
- B. **CONFERENCES,SPECIAL EVENTS, CONCERTS** means industrial, educational, governmental or social events consisting of one or more days at which attendance is by invitation or registration only. Also to include spectator events such as concerts and special events sponsored by the Chamber of Commerce.
- C. **CONTRACT OR LEASE** means the written agreement entered into by Lessor and Lessee and incorporates by reference the provisions of this Resolution.
- D. **CONVENTION** means a meeting held in the Town of Red River for which sleeping accommodations have been booked by securing hotel and/or motel rooms for the group and at which attendance is by invitation or registration only.
- E. **DIRECTOR** means the Director of the Red River Conference Center or designee.
- F. **EVENT DAY** means that period when the facility is used by the lessee, public and invited guests. Event day is considered 10 consecutive hours of rental, between the hours of 7:00 am and 12:00 midnight.
- G. **LESSEE** means any person, firm, association, organization, partnership, company or corporation which enters into a contract with the RRCC to use the facilities for events, trade shows and or convention purposes.

- H. **LESSOR** means the Red River Conference Center, Town of Red River, New Mexico.
- I. **LOCAL BASED NON-PROFIT ORGANIZATIONS** means organizations that have obtained a non-profit status from the Public Regulation Commission and are based within the Town of Red River.
- J. **MANAGEMENT** means the RRCC facilities are managed by the Town of Red River.
- K. **MOVE IN/MOVE OUT DAY** means the day reserved by the customer to move materials in or out for the event.
- L. **NON-EVENT DAY** means that period of time when the facility is occupied by a Lessee but not open to the invited guests and is used for any purpose not amounting to an event day. This would include support space, general session and exhibit set-ups, installation of audio/visual equipment, etc. Activities, other than as indicated above, require the approval of the Director to qualify as to non-event use.
- M. **RRCC** means the Red River Conference Center and all its facilities therein, including the parking areas.
- N. **TOWN** means the Town of Red River or its representative.
- O. **TRADE SHOWS/EXHIBITIONS** means events bringing together manufacturers, wholesalers, importers, dealers, distributors, or service providers that display merchandise, products, or services and which event does not consist of sales directed to consumers and where booth attendance is by invitation or registration only.
- P. **COMMERCIAL RENTAL RATE** applies to any organized group that is not a non-profit organization. The Mayor and the Town Administrator retain the right to waive the commercial rental rate. The Commercial rental rate is an additional 50% of the rental fee for non-commercial rental rates.
- Q. **FULL DAY** means up to 10 consecutive hours that fall between 7:00 am and 12:00 midnight. Rentals over 10 consecutive hours will be charged an hourly rate of \$50. Rentals that require staffing before 7:00 am or after 12:00 midnight will be charged an hourly rate of \$100.

SECTION 2. AUTHORITY

- A. The RRCC Director is hereby authorized to enter into contracts and negotiate price with groups, individuals and firms for events to be held in

the RRCC which, in the Director's opinion, are in the best interest of the Town.

- B. Governmental entities are subject to the rates as provided in the rate structure of the Conference Center. The Mayor and the Town Administrator retain the right to waive fees for state agencies that have direct control over funding of improvements to the Town of Red River.

SECTION 3. CONTRACTS

All contracts shall be in writing on forms furnished by the Town and executed on behalf of the Town by the RRCC Director.

SECTION 4. FEE SCHEDULE

Exhibit Hall: **\$1000 / Full Day**
Receptions, Conferences, Parties, Breakfasts,
Luncheons, Dinners, Family Reunions, Weddings

Commercial Rental Rate: Commercial Exhibits, **\$1170 / Full Day**
Trade Shows, Concerts and Performances

1/3 of Exhibit Hall (3500 sq. feet) **\$510 / Full Day**
Commercial Rental Rate **\$494 / Full Day**

2/3 of Exhibit Hall (7000 sq. feet) **\$780 / Full Day**
Commercial Rental Rate **\$765 / Full Day**

(All prices subject to an annual Consumer Price Index increase effective for rentals after July 1, 2014)

*If a lessee requires the use of a band or a DJ, they must rent the entire Facility.
If any food is brought in to an event, whether it be from a caterer or from the lessee, the lessee must rent the Commercial Kitchen.*

Conference Room:

Up to 4 hours	\$50
4 – 8 hours	\$100
Additional hour(s) (within our business hours or 7am-5pm)	\$50

Rates for the meeting rooms include set up of tables and chairs, coffee for up to 35 people, and pitchers of water.

Annual Usage Fee:

Local based non-profit organizations that sponsor:	
Non-Tourist Events	\$500.00/Yr.
Tourist Related Events	\$1250.00/Yr.

Commercial Kitchen:

\$150.00 / Full Day

RRCC vendor policies shall apply for these events. Usage shall be based on availability. Events sponsored by the Town of Red River shall have first priority.

SECTION 5. GENERAL REQUIREMENTS OF RENTAL

The RRCC is open from 7:00 a.m. to 12:00 midnight. Daily rental is a consecutive 10 hour period within those hours. This includes set-up and move-out time. Rentals over 10 consecutive hours will be charged an hourly rate of \$50. Rentals that require staffing before 7:00 am or after 12:00 midnight will be charged an hourly rate of \$100.

_____ (initial)

A complete itinerary, including rental times and set up arrangements, must be submitted to RRCC staff for approval at least 7 days prior to the event day.

Move-in/Move-out on non-event days/Rehearsals/Set-up \$50 / hour

Move-in/Move-out/Rehearsals/Set-up on non-event days will be limited to 1-day prior and 1-day after event, and must be arranged in advance with RRCC Staff.

Clean-up:

The Lessee is responsible for leaving the facility in the condition in which it was found. Clean-up consists of trash removal and removing all decorations. The Facilities Staff will sweep, mop, and clean the tables and chairs. _____ (initial)

Equipment Rental:

The Lessee will be required to check or rent out any equipment (i.e., lights, microphones, or tablecloths). Any equipment not returned to the Conference Center at the end of the event will result in at least a partial forfeiture of your rental deposit.

KITCHEN USE:

Anyone wishing to rent the commercial kitchen (including caterers) is required to pay a \$150.00 deposit for cleaning and or damage deposit. Certain uses of the kitchen may require a temporary food service permit. Users are required to strictly adhere to all applicable health, sanitation, food service, and permitting laws and regulations.

Renters using the kitchen are responsible for cleaning after use. Kitchen cleaning shall include:

- * Thorough washing of all dishes, pots, utensils, coffee pots, drink containers, and all items that you used, including baking sheets and steam table trays. The steam table must also be cleaned and wiped down.

- *Cleaning of all sinks of food and debris, including sink drain boards and stoppers.

- * Sweeping and mopping of floor.

- * Cleaning of all surfaces, including prep tables.

- * Ensuring that all counter-top appliances are unplugged.

- * All cooking surfaces, including grill and stovetop, must be cleaned thoroughly. Wipe down grill, stove, and ovens. Clean grease trap, inside of stove, and burners.

- * All trash must be emptied into dumpsters on the side of the Conference Room.

- *Wipe or mop up any food splatters or spills, including those on walls or floor.

- *Sweep kitchen area.

- * All remaining food items must be removed from the ovens, refrigerator, etc. and removed from the RRCC.

- * Gas must be turned off upon completion of each meal (contact RRCC staff for this to be done).

Failure to abide by the above kitchen cleaning requirements will result in a cleaning fee of \$150.00, taken from the initial rental deposit.

Caterers:

1. Red River Conference Center allows caterers to use facility as hired by event coordinator.
2. The caterer will observe the laws and regulations of the State of New Mexico.
3. The caterer will agree not move or change any of the furnishings in the kitchen.
4. The caterer will occupy only areas which are stated to him by the event coordinator.
5. The caterer must abide by the above kitchen cleaning requirements. Failure to abide by the kitchen cleaning requirements will result in a cleaning fee of \$150.00, taken from the initial rental deposit from the lessee.

SECTION 6. DEPOSITS

25% deposit of total rental is due upon execution of the lease agreement. Remainder of rental is due at least 30 days prior to the event. If rental is booked within 2 weeks of date, all monies will be required up front. _____ (initial)

Conference Room:

\$100.00 refundable damage/cleaning deposit required upon execution of the lease agreement. Deposit will be returned upon satisfactory inspection of the Center and a walkthrough with the Director has been completed for any damages. Deposit will be returned within 2 weeks.

Any damage to the Conference Room floor, walls, or equipment constitutes forfeiture of full damage/cleaning deposit.

Any trash, mess, or decorations left in the Conference Room constitutes partial forfeiture of damage/cleaning deposit.

Exhibit Hall:

\$250.00 refundable damage/cleaning deposit required upon execution of the lease agreement. Deposit will be returned upon satisfactory inspection of the Center and a walkthrough with the Director has been completed for any damages. Deposit will be returned within 2 weeks.

Damage to the Exhibit Hall floor or equipment constitutes forfeiture of full damage/cleaning deposit.

Any trash, mess, or decorations left in the Conference Room constitutes forfeiture of full damage/cleaning deposit.

Caterers and parties using the commercial kitchen will be required to submit a \$150.00 refundable deposit for cleaning/damage. Deposit will be returned upon satisfactory inspection of the kitchen (see Cleaning Requirements in Section 5). Deposit will be returned within 2 weeks. *Damage to the kitchen floor constitutes forfeiture of full damage/cleaning deposit.*

SECTION 7. DAMAGE TO BUILDING AND CONTENTS

Lessee shall be responsible for the payment of any and all damage to the buildings, furnishings, fixtures or equipment, whether caused by the Lessee, his exhibitors, guests or contractors, ordinary wear and tear accepted.

No decorative or other materials shall be attached to any part of the building so as to damage the building. All decorative or other materials shall be of a non-combustible type or be suitable treated with a flame retardant approved by the Town. No person shall bring, exhibit or set off fireworks or explosives on the premises.

SECTION 8. INDEMNITY

This contract shall require the Lessee to defend, indemnify and hold the Town of Red River harmless, to the full extent permitted by law, against any third party claims or liability, whether at law or in equity, arising directly or indirectly from this contract or the performance of the parties hereunder.

SECTION 9. SCHEDULING

First priority scheduling is given to activities and events that are in the best interest of the Town. All events are considered tentative until a signed contract and deposit is received.

The RRCC Director shall rent the Center in accordance with the following priority:

1. Conventions
2. Conferences/Special Events, Concerts
3. Trade Shows/Exhibitions
4. Local Non-Profit Organizations
5. Other

The RRCC Director will determine the priority of booking. The category that most represents the main function of the booking will be used. It is understood by all parties that there may be concurrent auxiliary uses of the center during the function. While the specific auxiliary uses by themselves would receive priority booking, it is the primary function that determines priority for purposes of booking.

The booking of reservations for overnight stays in local lodging establishments and economic/community impacts will be the primary form of measurement in determining the effectiveness of the Center. It will also be the determining factor between competing events.

SECTION 10. CATERING

The Town of Red River has no exclusive caterer. The lessee must contract with caterer directly. The RRCC Director will provide the lessee with a list of approved caterers for the facility. Lessee must provide a copy of the contract with the caterer to the Director. Caterer will be required to obtain a Food Service Permit through the State of New Mexico Environment Department.

Caterers will be required to submit a \$250.00 refundable deposit for cleaning and/or damage (see Cleaning Requirements in Section 5).

The RRCC allows homemade food to be brought in for potlucks, family reunions, and other functions involving food.

SECTION 11. LIQUOR CONTROL

The Town of Red River does have its own liquor license liquor license. Alcohol is permitted only if arrangements have been made with the Red River Conference Center. The Conference Center must provide the alcohol and at least one security guard is required for less than 100 guests. For 100-199 guests, 2 security personnel is required. For 200-299 guests, 3 security personnel is required, and so on.

Liquor service must end at 11:00 pm with the exception of a New Year's Eve event. Liquor service for such event must end at 1:00 a.m. or in accordance with New Mexico's State Liquor Law. Any other events involving liquor must strictly abide by the New Mexico Alcohol & Gaming Department's statutes governing the dispensing of alcoholic beverages. Absolutely no outside alcohol is allowed on premises. A list of caterers can be obtained from the Conference Center office. _____ (initial)

SECTION 12. CONCESSIONS

The Town of Red River does not have an exclusive concessionaire.

SECTION 13. OUTSIDE VENDORS

Thirty days before the first day of move-in, a list of all vendors or service providers for the renter must be provided to the Conference Center. Renter is required to abide by all state and local tax laws. The following will be required of outside vendors:

- All arrangements for exhibit booths are the responsibility of the renter.
- The Conference Center does not accept advanced freight shipments for exhibitors.
- Floor plan must be submitted 30 days prior to show.
- A schedule of move-in and move-out exhibitors shall be submitted 10 days prior to show.
- Copies of outside contracts with audio/visual companies, decorators, etc. shall be provided to the Conference Center Director.
- The Conference Center does not provide water outlets to exhibitors.
- Labor for loading and unloading is not provided by the Conference Center.
- Exhibitors wishing to have banners hung by RRCC must pay a \$25.00 service fee to the Red River Conference Center for each banner. Banners will not be hung once an event has begun, and will not be taken down until the event is completed.

If an event involves vendor operation, a fee of \$25.00 per booth per day will be assessed to the Lessee.

The Red River Conference Center has the authority to lease vendor spaces for Town sponsored events at the following locations:

- Inside the Conference Center
- River Street between Jumping Jack and Jacks and Sixes
- Brandenburg Park

SECTION 14. CONTROL OF PREMISES

All Conference Center facilities shall, at all times, be under the control of the RRCC Director. Employees of the Town, designated by the Director, shall be allowed to enter the premises at all times.

The Red River Marshal's Office reserves the right to close the conference center and end a function early at any time during your rental if they feel it is in the best interest of the guests, public, and conference center staff. Should the Marshal's Office need to be involved in any dispute and have to end your function early you will forfeit 100% of your deposit.

SECTION 15. SIGNS, POSTERS AND LITERATURE

Lessee shall not post or permit to be posted any sign upon said premises or anything that will tend to injure, mar or in any manner deface said premises, and will not permit

nails, hooks, adhesive fasteners, tacks or screws to be installed on any part of the building or premises. The hanging of pictures, banners or any other items on walls or draperies require prior approval of the Director. Any vendor or exhibitor wishing to have a banner hung by RRCC staff must pay a \$25.00 service fee per banner. Banners will not be hung once an event has begun, and will not be taken down until an event is completed.

SECTION 16. SERVICE & EQUIPMENT FEES

Additional fees will be charged for audio/visual items, office needs, convention services such as linens, extension cords, tape, etc. Equipment provided will depend on inventory and availability.

SECTION 17. CANCELLATIONS

Exhibit Hall

At least 60 days prior, refund of deposit minus a \$100.00 administrative fee. Less than 60 days, lessee shall forfeit deposit.

Meeting Rooms

All deposits will be forfeited.

SECTION 18. HOURS OF OPERATION

Staff office hours are from 8:00 a.m. to 5:00 p.m. Monday-Saturday excluding Holidays and in accordance with Town Policy. A staff member shall remain on site while the center is rented.

SECTION 19. ANTI-DONATION

The anti-donation clause of the New Mexico State Constitution prohibits the Town of Red River from making donations to, or discounting rates and fees for any group including charitable and non-profit organizations.

The Town of Red River has the option for the Mayor or the Town Administrator to “sponsor” meeting space for bona fide civic organizations. This may waive rental space fees. The Mayor or Town Administrator may waive or discount rent for Civic Organizations or State Agencies that have direct control for funding of improvements to the Town.

SECTION 20. FIRE REGULATIONS AND ENFORCEMENT

The lessee shall abide by following fire safety and fire prevention plan.

- Lessee shall receive an orientation on fire safety and fire prevention procedures and shall be responsible for ensuring key employees receive the orientation.

- No Pyrotechnic devices or displays permitted in or around the building.
- Instruction in proper use of hood suppression system and Class K Extinguisher.
- All events will be responsible for ensuring compliance with maximum occupancy load.
- At the start of any conference or seminar the lessee will provide the following information to attendees:
 - a. No smoking permitted in building or premises.
 - b. Locations of exits
 - c. Locations of alarm pull stations
 - d. Announce the evacuation plan

The Town of Red River Fire and Life Safety Codes shall be enforced, in their entirety, at the RRCC. Lessee shall be responsible for compliance with every applicable requirement of the State Electrical Code. The fact that only parts of these codes are set out in this policy does not limit the application of the rest of these Codes.

SECTION 21. SMOKING POLICY

Smoking is restricted in all areas of the premises. Lessee shall assume specific responsibility for enforcing this non-smoking policy at all times during the term of the lease agreement.

SECTION 22. SPECIAL REQUIREMENTS

- Open flame devices: Open flame devices are prohibited in the RRCC. Candles may be used on tables as long as a protective device is used to protect tables and tablecloths. (i.e., glass or mirror underneath candle)

Indoor use of cooking and/or warming devices: Cooking and/or warming devices that produce grease laden vapors shall not be used inside the RRCC. Sterno may be used for warming trays. Cooking devices shall be approved by a recognized testing laboratory (i.e., U.L., F.M.).

- Cooking, warming devices and/or heated products shall be isolated from the public by either placing the device a minimum of 4' back from the front of the booth or provide a plexiglass shield between the cooking and/or warming device and the public.
- Individual cooking and/or warming devices shall not exceed 288 square inches of surface area (i.e., 12"x24").
- The table surface holding the cooking and/or warming device(s) shall be of non-combustible material.
- A minimum of 2' shall be kept between cooking devices.
- Combustible materials shall be kept a minimum of 2' away from any cooking and/or warming device.

SECTION 23. ABANDONED EQUIPMENT, LOST OR MISPLACED ARTICLES

Any equipment or effects of the Lessee or exhibitors remaining after the expiration of the lease period shall be deemed abandoned and disposed of at the cost of the owner, as deemed advisable by the Director. The Town has the exclusive right to collect and to retain articles left on the premises by Lessee's invitees and to provide for the disposition thereof. The Town of Red River assumes no responsibility for losses suffered by the Lessee, his agents, servants or employees which are occasioned by theft or disappearance of equipment, articles or other personal property.

- Lessee shall maintain with respect to each such policy or agreement evidencing insurance coverage such endorsements as may be reasonably required by Lessor and shall at all times deliver and maintain with Lessor a certificate with respect to such insurance in a form reasonably satisfactory to Lessor. Lessee shall obtain the written agreement on the part of each insurance company to notify Lessor at least thirty (30) days prior to cancellation, or non-renewal, of any such insurance.

SECTION 24. OBJECTIONABLE USES

Any use of the facility, which is contrary to public policy, or not in the best interest of the Town of Red River, or is in violation of any laws of the United States, the State of New Mexico, or the Town of Red River shall be a violation of the Lease and shall be grounds for immediate revocation of the Lease. Lessee shall forfeit any and all monies paid. Any person, whose conduct is objectionable, lewd, disorderly or disruptive of facility use or in violation of any law, shall be refused entrance or shall be immediately ejected from the premises. The Lessee shall hold the Town of Red River harmless from any claim resulting from such action.

SECTION 25. ASSIGNABILITY, SUBLEASES

Lessee will not assign lease or sublease any area or any facility to anyone without prior written approval of the RRCC Director, except for temporary subleasing of trade show space.

SECTION 26. MOTOR VEHICLE REQUIREMENTS

Vehicles may be allowed in the building for display purposes provided they meet the following requirements:

- All fuel tank openings shall be satisfactorily sealed to prevent escape of vapors
- User must provide a cover for the flooring over which the vehicle will be parked

- Vehicles shall be placed on display and keys removed. Vehicles shall not be moved again until removed from the premise
- Fueling or defueling on the premises is prohibited
- User will provide carpet squares for use under the wheels
- Confer with the Director regarding the manner in which vehicles may be displayed

SECTION 27. DISCRIMINATION

If a portion of the Lessee’s activity is open to the public, Lessee shall not discriminate against any person, directly or indirectly by displaying, circulating, publicizing or mailing any advertisement, notice or communication which states or implies that any facility or service shall be refused or restricted to any person because of gender, race, color, religion, ancestry, national origin or handicap.

SECTION 28. SEVERABILITY

If any provision of the lease agreement or of this policy statement, which has been incorporated into the lease agreement by reference, shall be declared invalid or unenforceable, the remainder of the provisions shall continue in full force and effect to the fullest extent permitted by law.

Acknowledgement:

Please sign below acknowledgement that you have read and fully understand the preceding Operational Policies for the Red River Conference Center.

Lessee’s Signature

Date

Red River Conference Center Staff

Date