

AUDITORIUM RENTAL AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 20____, by and between the Hobbs Municipal Schools, first party and hereinafter referred to as **Renter**, and _____, second party and hereinafter referred to as **Rentee**,

WITNESSETH:

1. That for and in consideration of the rents, covenants and agreements hereinafter contained to be paid, kept and performed by Rentee, Renter rents to Rentee the Nelson Tydings Auditorium located on the campus of Hobbs High School, Hobbs, New Mexico ("Leased Property"). For purposes of this Agreement, the term "Leased Property" shall include any additional rooms as agreed between the parties and indicated on the attached Exhibit "A".

2. The period for this rental shall be _____.

3. Rentee covenants and agrees to pay to Renter at Hobbs, New Mexico, as rental for the right to use and occupy the Leased Property for a period from _____ through _____, the sum of \$_____, which includes a deposit of **\$450**. The price for the rental is based on the usage and is set forth on the Price List attached hereto as Exhibit "A" and incorporated herein by reference.

4. Rentee covenants and agrees that it shall keep and maintain the Leased Property and other facilities and all improvements, including all sewer connections, plumbing, heating appliances, air conditioning equipment, wiring and glass, in a good state of condition and

repair, ordinary wear and tear and damage or destruction to the Leased Property occasioned by natural deterioration and damage from any hazard covered by insurance carried by Renter excepted.

5. Rentee agrees to promptly pay all third party charges that become payable as a result of the use of the Leased Property.

6. Rentee shall not make any alterations in or to the Leased Property without first obtaining the written consent of the Renter. Rentee may install such temporary fixtures as it may desire in the Leased Property, provided such installation of said fixtures does not damage the structure and Rentee gets written permission from Renter prior to such installation. In the event Rentee in the installation of any such fixtures defaces or damages the interior of or exterior of the Leased Property by cuts or drills or otherwise, Rentee agrees to restore the Leased Property upon the expiration of its rental term of this Lease in the same condition as when received. Rentee shall not use nor permit the use of the roof or the exterior walls of the Leased Property without first obtaining the written consent of the Renter.

7. Renter shall have the right to enter the Leased Property at all times scheduled.

8. Rentee covenants and agrees that it will at all times comply with all Federal, State, Municipal and County laws, rules, ordinances and regulations.

9. It is understood and agreed by the parties hereto that the Leased Property shall be used by Rentee for the purposes of _____.

10. Rentee covenants and agrees to save, indemnify and hold Renter harmless from any

and all claims or damages to persons and property occasioned by any act or omission to act on the part of Renter, its servants, agents and employees.

11.No waiver by Rentee of any breach of any agreement or covenant to be performed by Rentee under this Agreement shall be construed to be a waiver of any succeeding breach from the same covenant or agreement.

12.This Agreement shall be controlled by the laws of the State of New Mexico. If any provision of this Agreement is or may be deemed to be illegal, invalid, or unenforceable under the present or future laws, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect during the term hereof. In the event either of the parties obtain the services of any attorney-at-law to enforce any of the terms and provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, together with costs expended, as the Court shall determine.

13.All covenants and agreements in this Agreement shall inure to the benefit of and shall apply to the heirs, successors and legal representatives of Renter and Rentee or any persons claiming by, through or under any of them or their agents or attorneys.

Contact information:

Name: _____

Address: _____

City, State, Zip: _____

Phone: _____

Cell phone: _____

Email address: _____

