R.N. TYDINGS AUDITORIUM

RENTAL AGREEMENT

THIS AGREEMENT made and entered into this $_$	day of	, 2025, by and between:
Hobbs Municipal Schools, first party and herein	after referred to	o as Renter , and
Example Presenter Company, second party and	hereinafter ref	erred 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 R.N. 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 Page 3 of this Agreement.
- 2. The period for this rental shall be: (see Page 3-4 of this Agreement for dates).
- 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 the period listed on Page 3 of this Agreement, the sum listed on Page 3 of this Agreement, which includes a deposit of \$450. The price for the rental is based on the usage and is set forth on Page 3 of this Agreement.
- 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.

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RENTAL AGREEMENT (CONTINUED)

- 9. It is understood and agreed by the parties hereto that the Leased Property shall be used by Rentee for the purpose of their **Example Performance/Event**.
- 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.

RENTEE Contact information:

Name:	
Title:	
Organization:	
Address:	
Phone:	
Email:	

R.N. TYDINGS AUDITORIUM

RENTAL PRICE LIST

Security Deposit - \$450 - Due before the Event, Refunded after the Event, assuming no property damage was incurred.

Auditorium Rental - \$450 - Charged per PERFORMANCE DAY

Choir Room Rental - \$100 - Charged per PERFORMANCE DAY

Small Band Room Rental - \$100 - Charged per PERFORMANCE DAY

Big Band Room Rental - \$100 - Charged per PERFORMANCE DAY

Custodial Fee - \$70 - Charged per CLEANING SERVICE REQUIRED

Sound/Lighting Tech Fee - priced based on event needs - Charged per EVENT (if applicable)

Example Presenter Company - "Example Event"

Load-In / Setup – Thursday, June 12, 2025 **Performance –** Friday, June 13, 2025

Auditorium Rental (1) - \$450 Choir Room Rental (1) - \$100 Custodial Fee (1) - \$70 Sound/Lighting Tech Fee - \$1,894.77

AMOUNT DUE - \$2,514.77

SECURITY DEPOSIT DUE - \$450.00

The AMOUNT DUE and SECURITY DEPOSIT DUE shall be paid in full BEFORE LOAD-IN of the event.

Make checks payable to: Hobbs Municipal Schools

RENTER SIGNATUR	<u>E</u>		
STATE OF NEW MEXICO)		
COUNTY OF LEA) SS.)		
The foregoing inst	rument was acknowledged before me this _	day of	, 2025,
by	_, as Superintendent (or designee) , of Hobbs	Municipal Schoo	ols, (RENTER).
	Ву:		
NOTARY PUBLIC			
My Commission Expires:			
RENTEE SIGNATUR	<u>E</u>		
)) SS.)		
The foregoing inst	rument was acknowledged before me this	day of	, 2025,
by	, as Executive Director , of Example	Presenter Compa	any, (RENTEE).
	Ву:		
NOTARY PUBLIC			
My Commission Expires:			