



71st Annual Gallup Lions Club Rodeo



P. O. Box 144
Gallup, NM 87305

Gallup City Council
110 W. Aztec Avenue
Gallup, NM 87301

RE: Lions Club Rental of Red Rock State Park

Dear Council Members:

As per the Agreement Waiver for Red Rock Park Fees dated June 3, 2015, the Gallup Lions Club is submitting the attached list to document the value of our Service Projects in the amount of \$37,909.00. We are also attaching the Red Rock Rental Contract documenting the fees that would normally be charged in the amount of \$15,150.00.

Additionally, the Gallup Lions Club is respectfully requesting a modification of the Agreement Waiver for Red Rock Park Fees, Page 2, Paragraph 3, which states:

"The parties agree that, unless and until changed at some point in the future, the City will continue to receive one-half of the parking fees charged by Lions Club or its parking vendor."

Since our projects have more than covered that and the annual amount we have historically paid to the City is approximately \$4300.00, we are asking the City to accept the additional amount of our Service Projects in lieu of the parking fees.

We greatly appreciate all the consideration and support the City of Gallup gives the Lions Club.

Sincerely,

A handwritten signature in black ink that reads "Linda Hite". The signature is written in a cursive style and is positioned above the printed name and title.

Lion Linda Hite
Rodeo Treasurer

722-3979

	A	B	C
1	Date	Event	Amount
2	5/17/2018	Run For The Wall Flags	\$ 240.00
3	8/7/2018	National Night Out	\$ 972.00
4	8/18/2018	Chamber Business Expo	\$ 1,080.00
5	8/27/2018	KidSight Screening - Grants Head Start	\$ 1,545.00
6	9/10/2018	KidSight Screening - Grants Footsteps	\$ 838.00
7	9/17/2018	KidSight Screening - Gallup Head Start	\$ 1,548.00
8	9/21/2018	KidSight Screening - Grants Head Start	\$ 1,440.00
9	9/22/2018	Charity Invintational	\$ 540.00
10	9/29/2018	McKinley County Emergency Management	\$ 1,728.00
11	10/20/2018	KidSight Screening Torreon Day School	\$ 366.00
12	10/25/2018	TDFL Business After Hours	\$ 312.00
13	10/27/2018	TDFL - Cook and Serve	\$ 1,440.00
14	10/31/2018	Kids Halloween Party	\$ 672.00
15	12/1/2018	Christmas Parade	\$ 384.00
16	12/14/2018	Christmas Party	\$ 864.00
17	Donation	Kids Back Packs - Community Pantry	\$ 3,200.00
18	12/18/2018	Kids Back Packs - Loading the food	\$ 264.00
19	1/5/2019	Bowling Tournament	\$ 804.00
20	1/14/2019	KidSight Screening Ho'zho Academy	\$ 1,392.00
21	4/20/2019	Easter Feed - Ford Canyon	\$ 720.00
22		Alcohol Servers Training	\$ 1,200.00
23	12 Months	Dance Practice - \$75/week Aug thru Mar	\$ 2,400.00
24	Weekly	We charge them \$25/week - 32 weeks	
25		Balloon Rally - 8 meetings + 1 Sunday	\$ 1,000.00
26		Funerals - we waive fees for funerals	\$ 12,000.00
27		Average 2 per month	
28		Boy Scouts - 1x/month 12 months	\$ 900.00
29		4-H - 1x/month Feb - May	\$ 300.00
30			
31			\$ 37,909.00

RED ROCK PARK RENTAL CONTRACT

City of Gallup, Red Rock Park, P. O. Box 10, Churchrock, NM 87311
Phone: (505)722-3839 / Fax: (505)905-1277

19-0612
CONTRACT NUMBER

Contractual Agreement made on this 5th day of April, 2019, by the
 Undersigned (hereinafter referred to as USER).

NAME: Gallup Lions Club Rodeo Driver's License #: _____ State: _____

ADDRESS: P.O. Box 144 Gallup NM 87301
(Name & Street) City State Zip Code

E-MAIL/WEB ADDRESS: _____

TELEPHONE NUMBER(S): (505)870-3186

RESPONSIBLE PERSON IN CHARGE OF PARK USE: Renee Swingle/Johnty Cresto

RECITALS:

- A.** The City of Gallup, New Mexico owns the Red Rock Park (hereinafter referred to as RRP) and is authorized to allow use of the Park under the conditions set forth in this Agreement.
- B.** The USER desires to use the Park during the time and for the purpose set forth below subject to the conditions, limitations, and restrictions contained herein.

IN CONSIDERATION of the use of the Park as outline below, the USER agrees as follows:

- 1. USE OF PREMISES.** The premises shall be used for Lions Club Rodeo (Non-Alcohol) USER shall not use, or permit the premises to be used for any other purpose without obtaining prior written permission from the Parks Executive Director.
- 2. TERM.** USER's occupancy may begin at 8:00 AM/PM 12th day of June, 2019, and shall end at 12:00 AM/PM 16th day of June, 2019.
- 3. PAYMENT.** A Non-refundable booking fee of \$500.00 (or 30% of the rental fees whichever is less) and a SIGNED CONTRACT MUST BE RECEIVED BY RRP TO HOLD THE DATE(S) YOU HAVE SELECTED, and the BALANCE IS DUE IN FULL AND PAYABLE THREE (3) WEEKS BEFORE THE EVENT. FAILURE TO COMPLY WITH THE ABOVE WILL RESULT IN CANCELLATION OF THIS AGREEMENT AND YOUR EVENT.
- 4. FEE.** USER shall pay the City of Gallup / Red Rock Park the sum of:

Item Description	Amount
Main Arena Booking Fee (Non-Refundable)	\$1,000.00
Daily Usage Fee - \$2,000/day x 3 days (Non-Refundable)	\$6,000.00
Hospitality Room - \$150/day x 3 days (Non-Refundable)	\$450.00

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Concession Stand - \$300/day x 3 days (Non-Refundable)	\$900.00
Arena Set Up Fee - \$500/day x 3 days (Non-Refundable)	\$1,500.00
Arena Tear Down Fee - \$500.00/day x 1 day (Non-Refundable)	\$500.00
Jackpot Arena - \$300/day x 3 days (Non-Refundable)	\$900.00
Solid Waste Removal - \$250/ton (Non-Refundable)	\$250.00
Revenue Event Fee - \$250/day x 3 days (Non-Refundable)	\$750.00
Tractor Usage - \$400/day x 3 days (Non-Refundable)	\$1,200.00
Water Truck - \$400/day x 3 days (Non-Refundable)	\$1,200.00
Damage/Cleaning/Timely Move Out Deposit (Refundable AFTER Event)	\$500.00
Total:	\$15,150.00
SECURITY REQUIRED (REFER TO ITEM # 6.)	
CERTIFICATE OF LIABILITY REQUIRED NAMING THE "CITY OF GALLUP AS ADDITIONAL INSURED"	
GRAND TOTAL DUE TO CITY OF GALLUP / RED ROCK PARK (RRP)	\$15,150.00

4A. REFUND POLICY. 1. Booking fee is non-refundable.

4B. CANCELLATION POLICY. No rental / booking fees will be refunded for cancellations made less than thirty (30) days prior to the scheduled event.

4C. DAMAGE / CLEANING / TIMELY MOVE-OUT DEPOSIT. A \$500.00 (for auditorium) or \$250.00 (for other convention center rooms) deposit is required and payable in advance upon booking the term herein conditioned that the USER shall not violate any of the provisions of this agreement, including USER's obligation to repair or replace any damages or stolen pieces of equipment.

USER shall remove from the premises of RRP on or before 12:00 AM / PM _____ day of _____ 2019, all property, goods and effects belonging to the USER or caused by him/her belonging to the USER or caused by him/her to be brought upon said premises. If any such property is not removed within the above stated time the Parks Executive Director may dispose of the same as unclaimed property. Any USER redeeming any such property prior to sale in the manner herein provided shall pay a reasonable transfer and storage expense upon any such property. A LATE CHARGE MOVE OUT FEE WILL BE ASSESSED AT \$250.00 PER HOUR UNTIL THE USER/GUESTS VACATES THE PREMISES AND FEE WILL BE DEDUCTED FROM THE DAMAGE DEPOSIT FEE. Allow fifteen (15) to thirty (30) business days to process full or partial refund. If damage exceeds either the \$500.00 or the \$250.00 amount, the USER understands that he/she shall be liable for the FULL amount of damage to the Park facility. Should damage fees not be paid, USER will be prohibited from using the Park facilities until damage fees are paid in full.

5. ALCOHOLIC BEVERAGES. No alcohol/liquor may be given or sold at RRP without a special liquor dispenser's license issued through the City Manager's office and approved by the New Mexico State Alcohol and Gaming Division pursuant to State law.

RED ROCK PARK RENTAL CONTRACT

- 5A. **OBJECTIONAL PERSONS.** RRP reserves the right, but does not assume the duty, to eject or cause to be ejected from the premises, any rude, insolent, drunk, intoxicated, disorderly or similarly objectionable person or persons; and neither RRP nor any of its officers, agents, or employees shall be liable to the USER for any damages that may be sustained by the USER through the exercise of such right.
6. **LAW ENFORCEMENT / SECURITY.** "It shall be the obligation of the USER to furnish adequate licensed and registered security protection for the event as herein provided. Unless otherwise agreed in writing, the Parks Executive Director or his/her designate shall determine the number and type of security personnel and guards required for any event. Such personnel shall remain under the supervision and control of the Parks Executive Director or his/her designate unless otherwise agreed upon in writing. The USER shall furnish an adequate number of security and personnel meeting the written instruction of the Parks Executive Director or his/her designate; USER shall replace any such security or guard personnel who do not meet with the approval of the Parks Executive Director or his/her designate; immediately upon notice to do so. All security firms will be licensed with the State of New Mexico, City of Gallup and will be registered with the Gallup Police Department. Levels II and Level III security guards are required at all events held at Red Rock Park. Any function serving alcohol shall be required to furnish adequate security, one (1) security guard for every 50 people. For a non-alcohol function, one (1) security guard for every 100 people shall be required to furnish adequate security. Particular events may be required to furnish additional security at the Parks Executive Director's or his/her designates' discretion.
7. **LICENSES.** USER shall obtain all permits or licenses required by laws, ordinances, and rules.
- 7A. **COMPLIANCE WITH APPLICABLE LAWS – CONDUCT.** USER will comply with all laws of the United States and the State of New Mexico, all ordinances and resolutions of the City of Gallup and the County of McKinley and all rules, regulations, and lawful requirements of the Police and Fire Departments or other municipal authorities of the City of Gallup and County of McKinley having jurisdiction in the circumstances. USER will not do or suffer to be done by its agents, employees, guests, invites, or patrons on the premises during the term of this license anything in violation of such laws, ordinances, rules, or regulations, and if the attention of the USER is called by the Park to any such violation on the Park of the USER or any person employed by or admitted to the premises by the USER, USER will immediately desist from or correct such violation.
8. **CONTROL OF PREMISES – INSPECTION BY CITY OF GALLUP.** The RRP equipment, materials and supplies owned by the RRP and the premises, including the keys thereto, shall at all times be under control of the Parks Executive Director or his/her designate, and he/she or the other duly authorized representatives of RRP shall have the right to enter the premises at all times during the period covered by this Agreement. Entrances and exits of said premises shall be locked and unlocked at such times as may be required for USER's use of RRP, but User, at its expense, must at all times, provide proper watchmen at all entrances and exits when the same are locked. This provision in no way shall relieve the USER of liability for loss or damage or property of RRP from any act, omission, or negligence, or from the duty of said USER, its officers, agents, representatives, employees and assigns to exercise reasonable care with respect to said property.
9. **ASSIGNMENT.** It is expressly understood that the use by USER is under a license only and no relationship of landlord or tenant is created. USER has no right to sublet the premises or any part thereof or to suffer any use of said premises other than herein specified, and USER shall not assign the Agreement or any of the rights hereunder without the consent of the Parks Executive Director.
10. **COORDINATING USE OF SERVICES OR FACILITIES.** USER understands and agrees that the Park may be used for other than USER's purposes and access to facilities not rented by USER must be kept open. In no event shall USER enter or use any area, part, service of facility of the Park other than the premises authorized under this license without first obtaining approval and written consent from the Parks Executive Director.

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11. INSURANCE. Throughout the term of the Agreement, USER shall maintain public liability insurance with a New Mexico licensed insurance company with the minimum policy limits for bodily injury or death in the sum of \$1,000,000 for each persons, \$1,000,000 for each occurrence, and \$300,000 per occurrence medical cost, and property damage per occurrence in the sum of \$100,000 covering use of the premises by USER, including products liability where applicable. As a condition of use of the premises, USER shall furnish RRP, prior to the term of this Agreement, a Certificate of Insurance showing the above coverage during the period of Park occupancy by USER, including clean-up time.

a. **USER WILL NOT DO,** or permit to be done, or suffer their omission, anything in or upon any portion of the premises or being or keep anything here on or therein which will in any way conflict with the conditions of any rate of insurance upon the building or any part thereof or in any way increase any rate of insurance upon the premises, except with the written permission from the Parks Executive Director. In such case, a supplemental written agreement will be entered into and the USER shall pay any additional insurance costs resulting from such activity.

b. **RRP WILL NOT BE RESPONSIBLE,** for art objects, painting, sculptures, etc., belonging to or under the control of the USER. The USER agrees to obtain, at their own expense, insurance necessary to cover such objects in case of their loss, theft or damage.

12. EXTRA PERSONNEL. The USER shall furnish RRP such information as the Parks Executive Director may be required to determine the personnel required for USER's use of the RRP premises and facilities; such information to include, but not limited to ushers, traffic directors, policemen and guards. Unless otherwise agreed to in writing, the Parks Executive Director shall determine the number and type of personnel required for the event and shall provide such personnel with the expense thereof to be charged to the USER. Such personnel shall be under the supervision and control of the Parks Executive Director or his/her designate, unless responsibility and direction is mutually agreed upon in writing. The Parks Executive Director may, in his/her discretion, require by written instruction that the USER employ all such personnel. Such personnel shall be neatly clad, and shall be clean, orderly and polite in their speech and conduct. USER shall replace any such persons who do not meet the above criteria. The Parks Executive Director and his/her designate reserves the right to approved decorators, caterers, contractors, and other service personnel or agencies employed by the USER.

13. EXTRA SERVICE. USER shall pay to RRP, on demand, such other further sums as may become due to the RRP on account of special facilities or services furnished or proposed to be furnished by RRP, the compensation of which is not included in the amount of specified in Article 4.

13A. All special services such as seating arrangements, decorations, erection of platform or stands, employee work on overtime resulting from such special service request made by the USER, shall also be considered reimbursable costs.

14. PARKING AND TRAFFIC. All public events will split parking fees with the City of Gallup, Red Rock Park. The USER shall take 50% and the City of Gallup will take the other 50%. The USER, where necessary, will furnish supervisory personnel to direct automotive and pedestrian traffic. The designate of RRP with the USER shall both be responsible for the collection of parking fees, which will later be split 50/50 after the day's event. The Parks Executive Director and his/her designate reserves the right to employ such security personnel at their discretion should the USER's supervisory personnel not meet the City of Gallup's requirements.

15. REMOVAL OF TRASH AND MATERIAL. RRP reserves the right to charge the USER, at its cost, for the removal of unusual amounts of rubbish, scrap paper, lumber or other material and the USER agrees to pay for the same.

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16. CONDITION OF PREMISES. Taking possession of the premises by USER shall constitute acknowledgement that such premises are in good condition. USER shall accept the premises in their presently existing condition and that neither Joint Powers nor the City shall be required to make any alterations.

17. REPAIR AND MAINTENANCE OF PREMISES. USER shall maintain the premises in good order and at USER's expense for misuse during the occupancy. The Parks Executive Director or his/her designate, reserves the right to supervise activities, including location of facilities, but solely for the purpose of preventing damage to the premises or public hazards. RRP shall be responsible for any structural maintenance.

18. DECORATIONS, FLAMMABLE MATERIAL, FIREARMS, WEAPONS, SPECIAL EFFECTS. No open flame, or flammable materials, such as candles, bunting, tissue paper, crepe paper, plant materials, etc., will be permitted to be used for decoration; and all materials used for decorative purpose must be treated with flame-proofing and approved by the Fire Department. The USER shall not, without the written consent of the Parks Executive Director or his/her designated representative, put up or operate any engine, motor, or machinery upon the premises or use oil, burning fluids, kerosene, naphtha, or gasoline for either mechanical or other purposes or any other agent other than electricity for illuminating the premises. All firearms and weapons used, demonstrated, discharged or for decoration must be approved by the Parks Executive Director. All special effects used, demonstrated, discharged or for decoration must be approved by the Parks Executive Director and/or approved by the Fire Department.

19. ALTERATIONS, SIGNS, AND POSTERS. The USER shall not do, or permit to be done, upon said premises, anything that will injure, mar, or in any manner, deface the said premises, and will not drive or install, or permit to be driven or installed, any nails, hooks, tacks, staples or screws, scotch or masking tape, in any part of the Convention Center, and will not make or allow to be made, any alterations of any kind whatsoever to said building or any equipment or facilities thereof. USER shall not post or exhibit any signs, advertisements, show bills, lithographs, posters or cards of any description on any part of the said premises, except upon regular billboards provided for such purposes; and USER will use, post, distribute or exhibit only such signs, advertisements, exhibits to be given in the premises under this permit.

20. APPROVAL FOR ALTERATIONS REQUIRED. No alterations or additions of any character shall be made on or to the premises by USER without first obtaining the written consent of the Parks Executive Director. If alterations or additions are made, they shall be made at the sole expense of the USER who shall hold the RRP harmless therefore.

21. IMPROVEMENTS ARE PROPERTY OF CITY OF GALLUP. All alterations and additions to the premises shall remain on the premises and become the property of the City of Gallup on the termination of this Agreement.

22. EXHIBIT ENTRANCE. All articles, exhibits, fixtures, materials, displays, etc., shall be brought into out of the complex only at such entrances as may be designated by the Parks Executive Director or his/her designate.

23. OBSTRUCTIONS TO HALLS, ENTRANCES, PASSAGES, ETC. No portion of the sidewalks, entryways, passages, vestibules, halls or way of access to public utilities of the premises shall be obstructed or cause to be obstructed by the USER or caused or permitted to be used for any purpose other than ingress and egress, to and from the premises. Doors, skylights, stairways or openings that reflect or admit lighting any portion of the building, including hallways, corridors and passageways, shall in no way be obstructed by the USER. The water closets and water apparatus shall not be used for any purpose other than that for which they were constructed, and no sweepings, rubbish, rags, papers, or other substances shall be thrown therein. Any damage resulting on account of any misuse of any portion of the facility or equipment of RRP, of whatsoever character, shall be paid for by USER.

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24. UTILITY CONNECTIONS. Unless otherwise authorized by the Parks Executive Director, all plumbing, electrical or carpentry work required to be done on the premises of RRP in connection with the USER's use thereof and all electrical current or domestic gas required for USER's use (except that required for heating and lighting) shall be done or furnished by RRP, or approved representative, for which the USER shall pay the RRP on the basis of the rates on file in the office of the Parks Executive Director.

25. PROGRAM REQUIREMENTS. The USER shall file with the Parks Executive Director or his/her designate, at least thirty (30) days prior to holding the performance or attraction for which the permit issued, a full and detailed outline of all facilities required, all stage and sound requirements, move in and move out time and chair set-up and other information as may be required by the Parks Executive Director concerning the use of the premises by the USER. If this provision is not complied with, the Parks Executive Director or his/her designate will set light, sound and special requirements for the event using his/her judgment.

26. EXPIRATION FOR PERMIT: CONDITION OF PREMISES. After the stated term of occupancy, the USER shall quit the premises and return all equipment to the Parks Executive Director or his/her designate. Facilities shall be in as good condition and repair as before USER's use thereof except for ordinary wear and tear. Should the premises or equipment of RRP under this license be damaged, lost or stolen while being used by the USER's agents, employees, patrons, invites or guests or by any person admitted to the premises by or with consent of the USER, the USER shall pay to RRP upon demand such sum as shall be necessary to restore the premises or equipment to its condition at the commencement of this license. The USER does hereby assume responsibility for the acts and conduct of persons admitted to the premises with consent of the USER or with the consent of USER's agent or employees. The Parks Executive Director or his/her designate shall have the right but not the duty, to take any action deemed appropriate by him/her to protect the premises and equipment of RRP.

27. INTERRUPTION OR TERMINATION OF SHOW. The Parks Executive Director or his/her designate shall retain the right to cause the interruption of any performance in the interest of public safety, and to likewise cause the termination of such performance when in the sole judgment of the Parks Executive Director such an act is necessary in the interest of public safety.

28. UNAVOIDABLE HAPPENINGS. If, for any reason, an unforeseen event occurs, including but not limited to fire, casualty or labor strike, which renders impossible the fulfillment of any term of the Agreement, the USER shall have no right to claim for damages against the RRP. The RRP shall not be liable for any damages occasioned by plumbing, gas, water, steam, sewage, heating, air conditioning or electrical equipment, or the bursting or leaking of same, nor for damage arising out of water being upon or coming through the roof, openings, or otherwise.

29. INDEMNIFICATION. The USER shall hold RRP harmless from, and shall defend any indemnify RRP from and against all liability for injury to or death of any person or damage to any property arising from USER's activities under this agreement excluding lost predicated on negligence of RRP, its agents or employees acting within the scope of their authority of employment.

30. NON-DISCRIMINATION. The USER shall not discriminate in the premises against any person because of race, creed, color, religion, national origin, age, sex, political belief or affiliation, or sexual orientation.

31. STORAGE – NO RESPONSIBILITY TO RRP. In the receipt, handling, care or custody of property of any kind shipped or otherwise delivered to RRP either prior to, during or subsequent to the use of the facilities by the USER, the RRP and its officers, agents, and employees shall act solely for the accommodation of the USER; and neither RRP nor its officers, agents, nor employees shall be liable for any loss, damage, or injury to such property except through willful or reckless conduct or gross negligence.

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- 32. ENTERTAINMENT STANDARDS.** No performance, exhibition or entertainment shall be given or held at RRP which is illegal, indecent, obscene or immoral, which is wholly without redeeming social value, pornographic, or which contains oriented material which is harmful to minors.
- 33. MAXIMUM TICKET SALES – OCCUPANCY LOAD.** The USER shall not sell cause or allow to be selling or issuing admission tickets in excess of the seating capacity of the premises granted under this permit. There shall not be admittance to the premises a larger number than is allowed by the occupancy load permitted under the City Building Code and under the City Fire Regulations.
- 34. LOST ARTICLES.** RRP shall have the sole right to collect and to have the custody of articles left, lost, or checked in the building or premises by persons attending any performance, exhibition, or entertainment given or held under this license, and neither the USER nor any person under the USER's authority shall collect or interface with the collection or custody of such articles.
- 35. HANDLING OF FUNDS.** In the handling, control custody and keeping of funds whether the same or received through the ticket office or otherwise, neither the City of Gallup nor RRP shall be liable to the USER or to any other person for any loss, theft, or defalcation thereof.
- 36. COLLECTION.** No collections, and/or solicitation whether for charity or otherwise, shall be made or attempted without the prior written consent of the Parks Executive Director.
- 37. CONCESSION SALES – FREE SAMPLES.** RRP reserves unto itself or its designated representatives or agents the sole right: (a) to sell or dispense programs, librettos, books, magazines, newspapers, soft drinks, flowers, candies food novelties, or any related merchandise commonly sold or dispensed in auditorium or arena; (b) to rent and/or sell cushions and other articles; (c) to take and/or sell photographs; (d) to operate the parking lots and checkrooms; provided, however; that the Parks Executive Director may, in writing, authorize a USER to use any existing contracts in effect at that time. Neither USER nor USER's exhibitors shall give away or sell items under the terms of this permit without written permission of the Parks Executive Director.
- 38. MOVIE PROJECTORS.** No moving picture machines or film shall be used in the complex unless approved by the Parks Executive Director and/or the Fire Department.
- 39. BROADCASTING – TELEVISION & RECORDING.** No performance or event presented at RRP shall be broadcast, or televised, or in any manner recorded for production, without the consent of the Parks Executive Director, and then only upon express condition that all expenses pertaining thereto will be paid in advance by USER. The RRP reserves, and USER expressly waives, all recording, media and television phonographic, and motion picture rights with no exceptions unless otherwise agreed in writing.
- 40. CANCELLATION.** Unless the USER has notified the Parks Executive Director or his/her designate (before the following date listed) May 12, 2019 of occupancy withdrawal and, if the USER for any reason fails to occupy or use the premises as provided herein, the Parks Executive Director shall refuse the refund any or all of the license fee assessed above, or any other amount paid for, payable by the USER to RRP to the extent of any disbursement, expenses other damages incurred by RRP in connection with the cancellation. WITH THE EXCEPTION OF THE NON-REFUNDABLE DEPOSIT.
- 41. DEFAULT.** If USER defaults in the performance or observances of any of its obligations or Agreements contained herein, including the Agreement to make payments as provided herein; then, and in any such event, this permit shall, at the

RED ROCK PARK RENTAL CONTRACT

Park's option, expire as fully and completely as if such date and time of expiration were the date and time fixed herein for termination of the period and term of this permit, and USER shall then quit and surrender the premises to RRP, but USER shall remain liable as herein provided unless termination was due to no fault of the USER.

42. **RRP NOT PARTNER NOR JOINT VENTURER.** Nothing contained in this permit shall be deemed to constitute RRP, and the USER as partners or joint ventures with each other or with any other party. It is expressly understood the USER is, and shall at all times be considered and construed to be, an independent contractor, and is in no way the employee or agent of RRP.

43. **COPYRIGHT INDEMNITY.** Any musical, theatrical, or other performance or use of copyrighted material by USER is not sponsored by the City of Gallup or RRP. The USER may pay any royalties, copyright fees, or other required fees to the author of the material used or other person entitled thereto. Neither the City of Gallup nor RRP is licensed by, or its agent for, ASCAP, BMI, or any other copyright organization. Neither selects the contents of USER's performance. USER shall indemnify and hold harmless the City of Gallup and RRP for any failure to pay required fees, including payment of any claims, judgments, damages, fees, costs or other obligations resulting from copyright infringement.

44. _____ **THE APPLICANT UNDERSTANDS THE CITY OF GALLUP RESERVES THE RIGHT TO CANCEL OR TERMINATE EVENT(S) IF REQUIRED FOR ANY CODE VIOLATION INCLUDING; FIRE CODE OCCUPANCY RATING, FOR THE PUBLIC HEALTH, SAFETY AND WELFARE OF THE CITY RESIDENTS. SHOULD SAID EVENT BE CANCELLED OR TERMINATED DUE TO ANY OF THE VIOLATIONS LISTED, APPLICANT UNDERSTANDS THERE SHALL BE NO REFUND. DAMAGE TO CITY PROPERTY DURING EVENTS IS THE APPLICANTS RESPONSIBILITY TO REPAIR AND/OR REPLACE AT NO COST TO THE CITY OF GALLUP.**

45. I, the undersigned acknowledge that I have been informed that the City of Gallup, Red Rock Park, its officers, agents, and employees shall not be responsible for anything left at Red Rock Park. I understand if I leave anything it will be solely my responsibility, should anything be missing, it will reflect on my willingness to leave this object or objects, of my accord, on Red Rock Park property. In leaving such objects or items, I hold Red Rock Park harmless in any event regardless of any circumstances.

X _____
(Signature) (Date)

IN WITNESS WHEREOF the undersigned has executed this agreement in the date first mentioned above.

RED ROCK PARK
BY: Deja Rangel
DATE: 04/05/2019

USER
BY: Johnty Cresto
DATE: 04/05/2019