



POLICIES, RULES & RENTAL AGREEMENT

The following are the City of Albuquerque (City) policies and rules regarding the rental of the ABQ BioPark:

A. RENTAL POLICIES

1. **Reservations:** Upon approval of the rental application, renters will have up to seven (7) days to sign this agreement and pay associated fees to confirm reservations.
2. **Damage Deposit:** A refundable damage deposit is required to rent the venue. The damage deposit is 20% of the total rental fee, not including catering costs. The damage deposit will be returned provided the event has complied with the rental policies and rules with the final settlement. A partial refund or no refund will be returned if any of the policies and rules are not followed including, but not limited to, cleaning, venue damage, noise level restrictions and rental hours. The Renter accepts full responsibility for such additional obligations and will provide payment accordingly.
3. **Payments:** A payment of 50% of the total rental fee will be required to secure the venue. The remaining balance is due no later than thirty (30) days before the event. Written notification is required sixty (60) days prior to the scheduled event for any cancellation in order to receive a full refund. Less than sixty (60) days' notice will receive a 50% refund. Events will not be announced until damage deposit and first payment are made.

Additional costs may be required for events, including security, zookeepers, technicians, parking, barricades, and staff for usage over rental period.

The ABQ BioPark may be available at no cost to other City Departments for special events if available. Notification is required a minimum of ten (10) days prior to scheduled event for a cancellation. Failure to notify of event cancellation will result in a \$100 fee. Hard costs may apply.

4. **Hours:** Each event will be approved for specific three-hour blocks of time. More than one three-hour time frame can be rented. It is the responsibility of the Renter to coordinate with City Staff in maintaining the approved schedule. The ABQ BioPark is available daily for events between the hours of 8 a.m. and 11:00 p.m. The three-hour time frame includes set-up and clean-up. The Renter, their guests, entertainers and/or photographers will not be admitted before the scheduled time, unless arranged with the ABQ BioPark at least 72 hours in advance. Event entertainment (clowns, magicians, DJs, or bands) must stop 30 minutes before the scheduled end of the event. At the Zoo, all animal exhibits close at 8 p.m. or dusk, whichever is earlier. Noise permits may be required and allow controlled amplified sound until 10:30 p.m.
5. **Liability and Insurance:** Each non-City organization, by signing this Agreement agrees to indemnify and hold harmless the City of Albuquerque (400 Marquette Ave., Albuquerque, NM 87102) their agents and employees against any and all damages, claims, or other liability due to personal injury or death, or damage to the property of others, arising out of its use of City facilities. The Renter's policy must be in the amount of \$2,000,000 combined single limit General Liability. All insurance must name the City of Albuquerque as additional insured. The City may require additional insurance depending on the nature and circumstances of the event. Insurance must cover all days of the rental period.

6. **Force Majeure Event:** The City shall not be liable for failure to perform its obligations under this Agreement due to causes beyond the control and without the fault or negligence of the City which would render such performance impossible or hazardous. Such causes include, but are not restricted to, acts of God or the public enemy, acts of State or Federal governments, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above (hereinafter "Force Majeure Event"). If a Force Majeure Event causes any failure to perform, the City shall promptly inform the renter in writing of such event, indicating the expected duration thereof and the period for which suspension in performance is requested. The parties shall consult with each other in good faith with respect to modification of this Agreement to reflect such suspension or other changes (if any) desired by the City as a result thereof. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.
7. **Inclement Weather:** Bookings are non-refundable, rain or shine, other than Force Majeure Events described above. All facilities (except for the Aquarium, Shark Reef Cafe and High Desert Rose Garden Atrium) are outdoors. There are no back-up sites for inclement weather.
8. **Personnel:** The Renter provides all staff for the event, including staff for all load-in, show, and strike days. The City will provide a Front of House Manager, Box Office Staff, and Technical Manager as determined by City Staff. The technical manager will supervise, answer questions, and assist with technical issues pertaining to the facility. The Technical Manager is not a technician to run your event. The City does not provide event nor technical staff. The Renter or other authorized representative must be on-site at all times during the rental period. The Renter must supply staff required for all events, including greeters, ushers, and technical staff. All personnel must arrive one hour onsite prior to the show time and must be over 16 years of age. Ushers must remain on duty until after Intermission or 45 minutes into the show. The City's Front of House Manager reserves the right to determine if the event will continue when the Renter does not have the required personnel.
9. **Tickets:** If tickets are required, the Renter must use Hold My Ticket for all ticketing services, to be set up by City Staff. Tickets are subject to a 3% fee on all credit card sales, a \$1 per ticket fee for online purchases, and a \$1.50 fee per ticket for the ABQ BioPark Facility Fee. These fees will be deducted at the time of settlement. Any additional fees must be added to the total ticket price. Additional venue fees are not permitted to be added onto tickets. Tickets that are to be resold by the Renter must be pre-purchased in advance. Tickets are nonrefundable. The City is not responsible for fraudulent tickets from another vendor. The City is not responsible for lost, stolen, or third-party tickets.
10. **Security:** The City will provide one security guard per event. Only City Security or City Contracted Security may be used inside the ABQ BioPark.
11. **Technical Requirements:** The Renter shall indicate use of any BioPark equipment with the Technical Manager at least thirty (30) days in advance of rental period. Any additional equipment, including rigging, staging, special effects, scenic, and props, must be approved in advance by the Technical Manager. If alterations are made to light, sound, rigging, staging, or projector equipment, all original settings must be restored following the performance(s) as part of strike. City Staff will have final authority over all equipment during the rental period and actual performance, including volume levels. All technical staff must be submitted for approval by Technical Manager at least ten (10) days in advance. All technicians must be a minimum of 16 years of age. Technicians under 18 years of age must be accompanied by an adult technical supervisor. The City shall not be liable for failure to perform its obligations under this Agreement due to causes beyond the control and without the fault or negligence of the City which would render such performance impossible such as equipment malfunction.
12. **Liquor:** Any alcohol service must be provided by the ABQ BioPark's contracted catering vendor, which is licensed to serve alcohol pursuant to state and local laws and regulations. Outside alcohol is not permitted. There is no alcohol permitted on stage or backstage under any circumstances. The bar(s) will close thirty (30)

minutes before the scheduled end of the event. The BioPark staff reserves the right to refuse service to anyone who appears to be intoxicated and to cease liquor sales and/or service at any time. No refunds will be issued. Any extra security, including that needed to comply with the alcohol permit must be paid for by the Renter.

13. **Civil Rights:** It is City policy that the use of its facilities should be consistent with the objectives of Title VI of the Civil Rights Act of 1964. Facilities shall not be made available to any organization that practices discrimination based on race, color, religion, gender, sexual preference, sexual orientation, national origin or ancestry, age, physical handicap, or disability as defined in the American with Disabilities Act of 1990, as amended. Renter further agrees to comply with provisions of the New Mexico Human Rights Act, NMSA 1978, §§ 28-1-1 et seq., as amended.
14. **Fire Safety:** Renter is required to follow all requirements of the Albuquerque Fire Rescue Fire Marshal's Office. Fog machines, open flames or propane are not permitted, this includes, but is not limited to candles, pyrotechnics, flame throwers, etc. Walkways, aisles, stairs, halls, ramps, and doors may not be blocked by objects or people at any time.
15. **Cleaning:** The City will be responsible for general cleaning before and after the rental. Any excessive cleaning/trash is the responsibility of the Renter.
16. **Prohibited Items:** At no time shall glitter, gum, confetti, rice, birdseed, faux flower petals, glass containers, duct tape, masking tape, bubbles, foam, or any similar items be used inside the ABQ BioPark. Additionally, the following are not allowed: pets or animals, potted plants, balloons, kites, fireworks, grills, radios or electronic equipment, sports equipment (balls, Frisbees, roller blades or skates, Heelys, bicycles, scooters, etc.) This is not inclusive list. All event items are subject to inspection and exclusion. Particle based effect are not permitting in the KiMo.
17. **Catering:** All catering, food and liquor services must be provided by the ABQ BioPark's contracted food and beverage vendor. No outside food or beverage is permitted.
18. **Equipment:** All tables, chairs, linens, A/V equipment, podiums, altars and other equipment will be provided by the ABQ BioPark's catering vendor as specified in the catering agreement. It is the responsibility of the Renter to set-up, teardown and clean-up most equipment and to secure the equipment from theft, damage and weather.

B. VENUE RULES AND INFORMATION

1. Smoking or e-cigarette use is not allowed at any time within the ABQ BioPark.
2. No unsupervised children under the age of 16 are permitted in the ABQ BioPark at any time.
3. Only cast and crew are permitted onstage, backstage or at rehearsals. Stage doors must have a monitor with access list.
4. No running or jumping onstage or in the theater unless it is part of the show.
5. Renter may not attach, nail, staple, wire, pin, screw, tack, tape or stake anything to the walls, trees, exhibits, buildings, furniture or lawn without prior authorization.
6. Renter will have 21 days after performance to approve an event settlement. If approval is not made within 21 days, the City Staff will process settlement as is. Disbursement of funds will be made no later than 4-6 weeks after the final performance.
7. Most merchandise sales are not permitted. Any merchandise sales or giveaways must be pre-approved by ABQ BioPark Staff.
8. No weapons, drug paraphernalia, outside alcohol, or other illegal items are allowed at the KiMo. If discovered, event will be cancelled immediately and Renter will forfeit damage deposit.

9. No event equipment may be left beyond the term of the Policies, Rules & Rental Agreement. The City is not responsible for lost and stolen items during the term of the rental.
10. The BioPark does not provide staff, carts, hand trucks or other assistance to move equipment.
11. The Renter and all representatives must follow ABQ BioPark Staff instructions at all times. Access will not be allowed until Renter and ABQ BioPark Staff are present.
12. The Renter or authorized representative must be on-site at all times during the rental period.
13. It is the Renter's responsibility to communicate the rental policies and rules to all event guests, vendors, volunteers, performers and staff.
14. If power is required, the plan must be approved by the Events Coordinator at least 72 hours in advance.
15. The ABQ BioPark retains the right to book other events in the venue that do not interfere with the rental period or spaces rented.
16. Facility rental includes parking and admissions to the ABQ BioPark. Event attendees must enter through the front entrance, and a wristband or equivalent form of admission will be required. All containers are subject to search prior to entry.
17. All promotional materials must be submitted to the ABQ BioPark for review and approval one (1) month prior to the event. This includes, but is not limited to, all invitations, programs, flyers, ads and other promotional materials. Promotional signs and banners can be displayed at the ABQ BioPark in limited areas.

Any violation of these policies and procedures may result in forfeiture of Damage Deposit.



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Event: _____ Event Date(s): _____

ABQ BioPark Venue: _____ Liquor: Yes No

It is hereby agreed between The City of Albuquerque (City) and _____ (Renter) that the City will make the space available to the Renter on the date and time and under the conditions agreed upon. It is understood that the Rental Policies and the Rules and Information are considered a part of this Agreement, and both the City and the Renter agree to follow said documents and rules for the event contemplated by this Agreement. The Renter accepts responsibility for careful and conscientious use of facilities and equipment.

By signing below, the Rental Agreement is accepted and agreed upon.

RENTER:

Signature: _____

Printed Name: _____

Date: _____

CITY REPRESENTATIVE:

Signature: _____

Printed Name: _____

Date: _____

City Department Use Only:

Fund: _____ Activity: _____ Department ID: _____

City Departments will be charged \$100 for any reservation not used without prior cancellation.