



POLICIES & RULES

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 event booking request, 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 the damage deposit and first payment are made. Additional costs may be required for events, including security, zookeepers, parking, barricades, and staff for usage over the 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.
4. **Hours:** Each event will be approved for specific three-hour blocks of time. More than one three-hour block can be rented. Requests for time blocks less than three hours may be approved and prorated on a case-by-case basis. A gratis 30-minute set-up and break-down before and after the event will be added to the time block. 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 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, face painters, DJs, bands, etc.) must stop 30 minutes before the scheduled end of the event.
5. **Animal Habitats:** At the Zoo, all animal habitats close at 8 p.m. or dusk, whichever is earlier. The health and wellness of the animals is our number one priority. All animals have in and out access to their public and private habitats. Animal habitats may close at any time for any reason. The Penguin Chill habitat is not available for rental. Noise permits may be required and allow controlled amplified sound until 10:30 p.m. Sound levels must not exceed 85 decibels (dB) inside the Aquarium and Shark Reef Café.

6. **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.
7. **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.
8. **Inclement Weather:** Bookings are non-refundable, rain or shine, other than Force Majeure Events described above. All facilities (except for the Aquarium, Aquarium Theater, Shark Reef Café, and High Desert Rose Garden Atrium) are outdoors. There are no back-up sites for inclement weather.
9. **Personnel:** The Renter provides all staff for the event, including staff for all set-up, event, and break-down times. The City will provide an Events Supervisor and event support personnel as determined by City Staff. The Events Supervisor will supervise, answer questions, and assist with technical issues pertaining to the facility. 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 on-site prior to the entry time. The City's Events Supervisor reserves the right to determine if the event will continue when the Renter does not have the required personnel.
10. **Tickets:** If tickets are required, the Renter must use Tessitura for all ticketing services, to be set up by City Staff. Groups of 50 guests or more may be eligible for a group admissions discount. 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.
11. **Security:** The City will provide one security guard per event. An additional security guard will be provided for every 500 guests over 500. Only City Security or City Contracted Security may be used inside the ABQ BioPark.
12. **Technical Requirements:** The City does not provide technical equipment, including but not limited to, audio-visual (AV), lighting, and sound equipment. The Renter is responsible for sourcing and booking independent vendors if such equipment is required. All independent vendors must be submitted for approval to the Events Supervisor at least ten (10) days in advance of the event. City Staff will have final authority over all equipment during the rental period, including volume levels. All vendors must be a minimum of 16 years of age. Vendors under 18 years of age must be

accompanied by an adult. 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.

13. **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 ABQ BioPark staff and catering vendor 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.
14. **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.
15. **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.
16. **Cleaning:** The City will be responsible for general cleaning before and after the rental. Any excessive cleaning/trash is the responsibility of the Renter.
17. **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 (excepting qualified service dogs and miniature horses), potted plants, balloons, kites, fireworks, grills, radios or electronic equipment, sports equipment (balls, Frisbees, roller blades or skates, Heelys, bicycles, scooters, pop-up canopies, etc.) This is not an inclusive list. All event items are subject to inspection and exclusion.
18. **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.
19. **Equipment:** All tables, chairs, linens, and other available 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, break-down, and clean-up most equipment and to secure the equipment from theft, damage, and weather.

B. VENUE RULES AND INFORMATION

1. Smoking and/or vaping is not allowed at any time within the ABQ BioPark.
2. Fundraising or requests for donations, including auctions, raffles, etc. are not allowed.
3. No unsupervised children under the age of 16 are permitted in the ABQ BioPark at any time.
4. Only authorized personnel are permitted onstage and backstage in the Zoo Bandshell or Botanic Garden Pavilion.
5. Renter may not attach, nail, staple, wire, pin, screw, tack, tape or stake anything to the walls, trees, habitats, buildings, furniture, or lawn without prior authorization.

6. Most merchandise sales or giveaways are not permitted. Any merchandise sales or giveaways must be pre-approved by ABQ BioPark Staff.
7. No weapons, drug paraphernalia, outside alcohol, or other illegal items are allowed at the ABQ BioPark. If discovered, event will be cancelled immediately and Renter will forfeit damage deposit.
8. 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.
9. The ABQ BioPark does not provide staff, carts, hand trucks or other assistance to move equipment.
10. 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.
11. The Renter or authorized representative must be on-site at all times during the rental period.
12. It is the Renter's responsibility to communicate the rental policies and rules to all event guests, vendors, volunteers, performers, and staff.
13. If power is required, the plan must be approved by the Events Supervisor at least 72 hours in advance.
14. The ABQ BioPark retains the right to book other events in the venue that do not interfere with the rental period or spaces rented.
15. Facility rental fees include parking and admissions to the ABQ BioPark only for events held outside of 9:00 a.m. – 5:00 p.m. public hours. Events held during public hours will be charged regular or discounted group admission ticket rates, in addition to the facility rental fee. Event attendees must enter through the front entrance, unless otherwise arranged prior to the event. A wristband or equivalent form of admission may be required depending on event entry time.
16. 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.



POLICIES, RULES & RENTAL AGREEMENT

Event: _____

Event Date(s): _____ Time(s): _____

Name of Organization: _____

Contact Person: _____ Role: _____

Address/City/State/Zip: _____

Phone: _____ Cell: _____

Email: _____ This event is Private _____ or Public _____

Approximate Number of Guests Expected to Attend: _____ Liquor: Yes _____ No _____

ABQ BioPark Venue: _____

Rental Facility Fee: _____ Damage Deposit: _____

Experience Add-Ons: _____

Experience Add-Ons Fee: _____

Set-up Date(s) & Time(s): _____

Break-down Date(s) & Time(s): _____

Vendors (music, performances, services, equipment, etc.): _____

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 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.