

**BERNALILLO COUNTY  
PARKS AND RECREATION**



**Parks and Sports Field Use Agreement**

I (We), \_\_\_\_\_

Name of Individual or Organization

herein, referred to as LESSEE, hereby request the use \_\_\_\_\_ of

\_\_\_\_\_

Name of Park/Sports Field

For the express purpose of conducting the following activity: (Explain in detail)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Subject to acceptance of this request by Bernalillo County Parks and Recreation, herein referred to as LESSOR, Lessee hereby agrees to the following terms and conditions:

1. Lessee shall save, indemnify and hold harmless the Lessor, its Officers, and Employees from any claims for the loss, damage or injury to any person or property from the Lessee's use of said facility.
2. Lessee shall use premises only for the purposes and activities as described in this Agreement.
3. Lessee shall provide a schedule of all games and practice times wherein facility will be used to the Land Management Section Manager, or their designee. Park/Sports field/facilities activities that are on the grounds of a Community Center are subject to coordination and scheduling with Community Center Manager. Therefore, Lessee will also provide schedules of all herein described activities to said Community Center Manager and Land Management Section Manager, or their designee, and shall identify the maximum number of people using the parks/sports field/facilities.

Maximum number: \_\_\_\_\_

4. Lessee shall not assign or sublet the whole or any part of the premises, unless approved by the County Manager or his designee. Any assignee or sublessee shall fulfill all conditions required of the original assignee or sublessee.

5. Lessee will conduct on-site litter control to minimize litter and dispose of in on-site dumpster(s). Failure to collect and dispose of litter in on-site dumpster(s) will result in a written notification of the violation and a cleaning fee charged to the lessee at a minimum rate of one hundred fifty dollars (\$150.00) per occurrence, for cleaning services.
6. Lessee shall provide Lessor with proof of General Liability Insurance of at least \$1,000,000.00 per occurrence which covers activities as described herein, and notify Lessor in the event the insurance is cancelled. Said notice shall be in writing, in advance of cancellation. Lessee shall then cease use of the premises from the date of cancellation until replacement insurance is obtained. Bernalillo County shall be named as the additional insured as determined by the Property/Casualty Specialist. If term of Agreement is greater than one (1) year, proof of General Liability Insurance shall be provided annually no later than effective date of Agreement.

**TERM OF AGREEMENT**

Term of this Agreement will be three (3) years commencing from effective date of official signatures or for the period of:

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**Dates and Times**

7. If term of this Agreement is greater than one (1) year, the Chief Representative of Lessee Organization, or their designee, shall attend an annual meeting of parks and fields users, as scheduled by Lessor.
8. The Agreement must be renewed upon expiration, and the burden of timely request for renewal is on Lessee Organization.
9. Lessee will promptly report in writing any injuries to persons or damage to the property of Lessor or other, which occurs during Lessee's use of the Lessor's park/sports field/facilities.
10. Lessee shall have a representative at the park/field/facilities at all times when it is being used by Lessee, and shall have primary responsibility for safety and spectator control.
11. At those fields where Lessor maintains concession facilities, under contract, Lessor shall retain exclusive concession rights.
12. At those fields where Lessee maintains concession facilities, Lessee shall obtain all necessary permits for such facilities. Lessee shall save, indemnify and hold harmless the Lessor, its Officers, and Employees from any claims for the loss, damage or injury to any person or property from the Lessee's concession activities.
13. Lessee shall not permit the use of alcoholic beverages or any illegal drugs at its activities at the park/field.



14. Lessee shall comply with all applicable local, state and federal anti-discrimination laws and ordinances in its use of the park/field/.

**CHARGES, CHANGES AND/OR SPECIAL INSTRUCTIONS:**

Bernalillo County Parks and Recreation must be notified of any change(s) to the Chief Representative of the Lessee Organization as signed off on in this Agreement within ten (10) days.

**DEFAULT AND TERMINATION:**

- A. Failure to comply with the terms and conditions of this Agreement shall constitute default by Lessee.
- B. Lessor or Lessee may terminate Facility Use Agreement with a minimum of ten (10) days notice.
- C. Parks and Recreation supervisors may in his/her discretion immediately terminate this Agreement /event if he/she determines the Lessee has materially violated this Agreement.

**NOTICES**

All notices shall be made to: Bernalillo County  
Parks and Recreation  
111 Union Square SE Suite 200  
Albuquerque, New Mexico 87102  
Attn: Director, Parks and Recreation

LESSEE Organization, NOTICES – Name, Address and Telephone Number (Fill In)

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**BINDING EFFECT AND EFFECTIVE DATE**

This Agreement is not binding until all parties sign it. The terms and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns. The effective date of this Agreement shall be the date of the last signature hereon.

\_\_\_\_\_  
(Chief Representative/Lessee Organization)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Bernalillo County Manager or Designee)

\_\_\_\_\_  
(Date)

FORM APPROVED BY  
COUNTY LEGAL  
DATE: 7/20/03



**Bernalillo County Parks and Recreation**  
**Land Management Criteria**  
**for Park Lease Agreements**



1. All user groups must have a lease agreement with Bernalillo County. At this time insurance must be on file (when necessary).
2. Prior to signing a lease agreement with Bernalillo county, a representative from Bernalillo County Land Management and the user group must meet on the site of the lease agreement.
3. The user group must comply with all ordinances and rules set by Bernalillo County.
4. Facilities under a lease agreement that must be opened by the user group must also be locked by that user group. **NO EXCEPTIONS.**
5. No vehicles may drive on turf areas, with the exception of emergency vehicles.
6. Trash must be put in trash receptacles.
7. Any violation of these 6 standards will discontinue the lease agreement with Bernalillo County.

**SIGNATURE** \_\_\_\_\_

**DATE** \_\_\_\_\_

**PHONE** \_\_\_\_\_

**E-MAIL** \_\_\_\_\_