

**TAOS INTEGRATED SCHOOL OF THE ARTS  
APPLICATION AND SITE USE AGREEMENT**

**APPLICATION**

Application Date: \_\_\_\_\_ Organization Name(“User”): \_\_\_\_\_

Commercial Group? \_\_\_\_\_ Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Date/Dates Requested: \_\_\_\_\_

Reservation  
Contact Person: \_\_\_\_\_

Facility/Facilities Requested: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Start Time: \_\_\_\_\_

Event Contact Person: \_\_\_\_\_  
[Person Responsible for Site Security during the Event.]

End Time: \_\_\_\_\_

Cell Phone Number: \_\_\_\_\_

Nature of Proposed Use: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Location of Proposed Use: \_\_\_\_\_ but specifically limited to area outlined in Exhibit “A” attached.

Detailed description of types and number of animals to be involved in the event, **if any**, and in detail what is the event and the means of protecting and separating animals from users or spectators.

Expected Attendance: \_\_\_\_\_ Is Admission to be Charged? \_\_\_\_\_

A/V Equipment Requested? Yes \_\_\_\_\_ No \_\_\_\_\_

Will food be served? Yes \_\_\_\_\_ No \_\_\_\_\_

Is Set Up Time Required? Yes \_\_\_\_\_ No \_\_\_\_\_ If so, date & time requested for set up: \_\_\_\_\_

We agree to all provisions of the Site Use Agreement and the Exhibits hereto are incorporated herein by reference.

Signed \_\_\_\_\_  
I hereby certify that I am authorized by user to make this  
Application and to make all representations on behalf of:

\_\_\_\_\_  
\_\_\_\_\_ day of \_\_\_\_, 20\_\_

### SITE USE AGREEMENT

**1. General Conditions:** This Agreement is entered into between the Taos Integrated School of the Arts

And \_\_\_\_\_ for the use of \_\_\_\_\_  
("User") (Rooms or Areas to be Used)

between \_\_\_\_\_ and \_\_\_\_\_. The above named User and  
(Time and Date) (Time and Date)

Taos Integrated School of the Arts agree, in consideration of the promises and representations made by user in the Application, all of which are deemed material and made by the user intending the Taos Integrated School of the Arts to rely on each one and intending to be legally bound, to the Terms and Conditions set forth below. Taos Integrated School of the Arts does not guarantee the suitability of the facility or of the facility's contents for the uses intended by the User. User agrees that in the event this Permit is canceled by User, or due to User's failure to meet Agreement requirements, refunds of any fees paid by User will be at the discretion of the Taos Integrated School of the Arts. Any change to this Site Use Agreement shall be made in writing at least five (5) business days prior to the date of the event and subject to approval by the Taos Integrated School of the Arts.

**2. Lawful Use:** The use shall be conducted in compliance with all federal, state and municipal statutes, ordinances, rules and regulations including those with regard to discrimination. School facilities shall not be used for any unlawful purpose and in addition to the safety rules and policies specific to the Taos Integrated School of the Arts, which are attached hereto (if any), the User *shall not*:

- (a) Allow litter or debris and shall keep the premises clean at all times.

- (b)** Allow use of alcohol, illegal drugs and tobacco which are prohibited on all school property at all times.
- (c)** Allow guns on school property except for those in the possession of duly certified law enforcement personnel.
- (d)** Allow events involving animals unless they are described in detail in the Application for Use and in compliance with any limitations or restrictions written into the Agreement. All animals must be leashed, penned, caged or otherwise properly contained, constrained or under supervision and control at all times. In the event of ambiguity of language in the Application or Agreement, restrictions on use of animals shall be strictly construed against the User.
- (e)** Allow open fires including candles, torches, and bonfires except pursuant to prior approval and permit by the Taos Integrated School of the Arts or other official having jurisdiction.
- (f)** Allow building exits to be blocked for any reason.
- (g)** Allow parking except in designated areas.
- (h)** Fail to provide vehicle and pedestrian traffic management sufficient to insure safe and orderly movement of vehicles and people.
- (i)** Allow design, placement or construction of booths, displays, viewing stands, platforms, theater sets, temporary stages or any other structures without adequate precautions for the safety of those building, using and disassembling such structures.
- (j)** Allow non-fire resistant decorations cover more than 20 percent of the wall area with decorations. Decorations shall never be placed within close proximity to incendiary sources.
- (k)** Create tripping hazards unless tripping hazards are unavoidable due to the nature of the event. Signage adequate to warn participants of obstacles must be provided.
- (l)** Allow hazardous materials, including pyrotechnic devises, fireworks, explosives flammable material or liquids, poisonous materials or plants, strong acids or caustics onto the premises or to be used in any way while occupying the premises except with the approval prior to use by the fire marshal or other authority having jurisdiction.
- (m)** Allow amusement rides or attractions, including but not limited to, trampolines of any type, enclosed or air supported structures of any type, climbing walls, climbing ropes, bow and arrow shooting activity or equipment or devises related thereto onto the premises or to be used in any way while occupying the premises except with the express permission of the Taos Integrated School of the Arts and on proof of insurance carried by the User written by a company acceptable to the New Mexico Public School Insurance Authority (“Authority”) of at least \$1,000,000 per occurrence naming the Taos Integrated School of the Arts as an additional insured. All such activities shall be operated and overseen by experienced, trained persons and, if possible, they must be certified to do so.
- (n)** Allow use of playground equipment unless at least one adult supervisor for every fifteen (15) children is in attendance.

- (o) Use the Taos Integrated School of the Arts without appropriate signage to inform participants of the safety rules. A list of emergency agencies and phone numbers shall also be posted.
- (p) Allow access to areas not specified for use in the Site Use Agreement.
- (q) Allow access to any one to School Facilities without securing an Accident Waiver and Release or Liability Form.

**3. Notice of Accidents:** All users shall give written notice to the Taos Integrated School of the Arts of any accident resulting in bodily injury or property damage occurring on Taos Integrated School of the Arts premises or in any way connected with the use of the Taos Integrated School of the Arts premises within 24 hours of the accident. The notice shall include details of the time, place and circumstances of the accident and the names, addresses and phone numbers of any persons witnessing the accident.

**4. Damage to User's Property:** The Taos Integrated School of the Arts assumes no liability or responsibility for any personal property of the User or of its employees, agents, representatives, guests, volunteers or invitees brought onto the premises during the term of this Agreement.

**5. Parking and Security:** Taos Integrated School of the Arts may determine at its sole discretion whether the event requires additional parking arrangements or security staff. If such a determination is made by the Taos Integrated School of the Arts, the User must arrange for and be responsible for payment of personnel or the other arrangements necessary to provide those additional parking and/or security requirements. User must provide proof within five (5) days prior to the event that the arrangements have been made and that User has guaranteed payment to those providing those additional services. During the event all motor vehicles of participants must be parked in accord with all posted and/or painted restrictions.

**6. Insurance:** General Liability insurance provided to the Taos Integrated School of the Arts by the Authority shall be excess over any valid and collectible insurance carried by the User. General Liability insurance for the User provided to the A Taos Integrated School of the Arts by the Authority is limited to \$1,000,000 per occurrence. The User must carry Workers Compensation insurance if mandated under New Mexico law and Automobile Liability insurance naming the Taos Integrated School of the Arts and its School Board, Board of Trustees or Governing Body as Additional Insureds, with limits no less than \$1,000,000 per occurrence for all motor vehicles owned or rented by User to be used in connection with the event. User shall deliver Certificates of Insurance along with a copy of the Additional Insured endorsement to the Taos Integrated School of the Arts no later than 48 hours in advance of the facility use or this Site Use Agreement shall be cancelled.

**7. Use by Commercial Groups:** Commercial groups shall provide a copy of a current business license. Commercial groups shall inform participants in writing that the activity is not sponsored by the Taos Integrated School of the Arts.

**8. Site Security:** The User must assure that activity participants and/or guests/spectators only access those site areas designated for the activity. The designated Event Contact Person shall verify that all the areas utilized were properly checked and secured upon departure from the Taos Integrated School of the Arts's premises.

**9. Fees:** The attached schedule sets forth fees to be paid for use of the Taos Integrated School of the Arts. In addition to the use fee, users may be required to reimburse the Taos Integrated School of the Arts for special services such as setting up tables and chairs, use of school equipment such as projectors or video equipment or abnormal wear and tear on the premises, equipment and other school property. All fees shall be made by check or money order and shall be made payable to the Taos Integrated School of the Arts. It is inappropriate to pay school employees directly for services in kind or in cash. The fees are payable to the Taos Integrated School of the Arts with the Application.

**10. Clean Up:** Users of school facilities shall provide prompt and thorough clean-up and removal or storage of all special structures within no more than 24 hours after the end of the event, but in no case later than the beginning of the next school day or if school is out no later than prior to use of the area by school personnel. Users shall ensure that any furniture and equipment moved during the use of the facilities is replaced.

**11. Non-Assignability:** This agreement may not be assigned to another party without prior written consent of the Taos Integrated School of the Arts which consent may be withheld by the Taos Integrated School of the Arts at its sole and absolute discretion.

**12. Choice of Law:** This agreement is to be governed and interpreted by the laws of State of New Mexico.

**13. Entire Understanding:** This agreement contains the entire understanding of the parties. There are no representations, covenants or warranties other than those expressly stated herein. No waiver or modification of any of the terms shall be valid unless in writing and signed by both parties.

**14. Statement of Information:** The undersigned, as a duly authorized representative of the User, states that to the best of his/her knowledge Taos Integrated School of the Arts, use of which is being applied for, will not be used for the commission of any crime or any act which is prohibited by law. By my signature below, I acknowledge that I am authorized to sign on behalf of the User and bind the User to the terms of this Agreement. I understand and agree to all terms, conditions and Rules in this Agreement.

**15. Release:** User accepts Taos Integrated School of the Arts's premises and adjoining areas as is and releases and discharges the Taos Integrated School of the Arts the Friends of the Taos Integrated School of the Arts, Taos Integrated School of the Arts School Governance Council Board and each of their agents, employees and representatives from any and all liability, claims, judgments or demands, including reasonable attorneys fees and costs, which may arise from all injuries, deaths and damage to property arising directly or indirectly out of this Site Use Agreement including but not limited to User's use of the premises and the adjoining areas, including parking areas. Users, groups and their individual participants shall be required to give waivers of liability and releases for personal injury or property damage on the attached form. User understands that this Site Use Agreement can be cancelled and the event terminated if the User fails to comply with the above terms and conditions or if the User has misrepresented the nature or extent of the proposed use in any material way.

User's Authorized Representative's Signature: \_\_\_\_\_

Name of Representative:(Please Print)\_\_\_\_\_

Title:\_\_\_\_\_

Approved By: \_\_\_\_\_  
(Representative of Taos Integrated School of the Arts)

Title:\_\_\_\_\_

Fee for Use:\_\_\_\_\_

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