



FACILITY EVENT (VENUE) RENTAL AGREEMENT

Order #

1. THE PARTIES. This Facility Event Rental Agreement ("Agreement") made on 4/15/2025, by and between:

Renter:

First and Last Name: ("Renter"), _____

Mailing Address: _____

Phone: _____

Email: _____

Landlord: **The Leonor** with a mailing address of 200 South Main Ave, Aztec, New Mexico, 87410 ("Landlord").

Landlord and Tenant are each referred to herein as a "Party" and, collectively, as the "Parties."

2. VENUE. The Renter agrees to temporarily lease, occupy, and make use of the Landlord's space located at:

a) Property Address: 200 South Main Ave, Aztec, New Mexico, 87410

b) Additional Description: The Leonor Downstairs Event Space and Meeting Room. The Leonor Event/Meeting Space conveniently situated on the ground floor, is a versatile setting suitable for various events and meetings.

Equipped with:

- A Food Service Counter,
- 2 ADA-compliant bathrooms,
- A Caterer's Kitchen
- Nonexclusive use of the Backyard
- An area spanning approximately 1400 sq ft

Renting the Event Space does not include the upstairs apartment and does not give exclusive access to the backyard.

c) Use of Venue: _____

200 South Main Ave ● Aztec, NM ● 87410 ● 505-402-4967

Email: contact@TheLeonor.com ● www.TheLeonor.com



Hereinafter known as the "Venue."

3. LEASE PERIOD. The Renter shall have access to use the Venue for:

a.) Date:

b.) Time:

Hereinafter known as the "Lease Period."

4. RENT. To lease the Venue, the Renter agrees to pay the Landlord the following amount: Hourly

Hours	Description	Total
	Subtotal	
	8.1875% GRT	
	Total	

Hereinafter known as the "Rent."

5. DEPOSIT. The Landlord requires a non-refundable payment of ½ plus the refundable security deposit at the time of signing this Agreement ("Deposit").

6. OCCUPANCY LIMIT. There shall be a maximum limit of 87 attendees permitted at the Venue at any time due to fire hazard concerns. Any violation of this section will immediately terminate this Agreement under default by the Renter.

7. OVERTIME. If, for any reason, the Renter overstays the Lease Period, the Landlord shall charge overtime in the amount of 100.00 per hour.



- Please choose the time frame for renting the space for your setup and cleanup time. The space will be available for the time that you reserved it. If you need setup and cleanup time increase your rental time to meet your needs.

8. AMENITIES. In addition to delivering the Venue, the Landlord agrees to provide the following:

- Disability/Wheelchair Access.
- Furniture
- Kitchen Facilities
- Restrooms
- Other.

The aforementioned amenities are INCLUDED in the Rent and not charged separately.

9. PAYMENT. The Renter shall be required to pay the Rent in accordance with the following: Payment is required upon signing this contract. Overtime fees will be invoiced, and billed payment is required 10 days before the scheduled

10. METHODS OF PAYMENT. The Landlord's acceptable methods of payment are as follows:

- Cash
- Check
- Credit Card

11. LATE FEE. If a payment due by the Renter is not made within the requirements mentioned in this Agreement, there will be a late fee charged equal to \$25.00 and applied each day Rent is late.

12. CHANGES. The Renter can change or cancel this Agreement no sooner than 10 days prior to the Lease Period. If the Renter makes such a request to change or cancel, there shall be a fee for the request equal to \$100.00.

13. CLEANUP. At the end of the Lease Period, the Renter is responsible for cleanup. The Renter is required to clean including wiping down tables and chairs and setting them face down on the tabletops, counters, bathroom surfaces, toilets, removing all trash from the premises. Leaving the Venue in the same condition as it was at the start of the Lease Period.

14. GENERAL LIABILITY INSURANCE. If Alcohol is served the renter is required to obtain, at their own expense, Comprehensive General Liability Insurance of not less than \$1,000,000.00 coverage for bodily injury, property damage, and contractual liability in the aggregate.



- a.) Additional Insurers. The Landlord, its agents, representatives, and employees shall be named as additional insureds on this policy, and the Renter shall provide a Certificate of Insurance to the Landlord as proof of coverage before the Lease Period begins. The policy shall provide that it cannot be canceled or materially changed without at least 5 days prior written notice to the Landlord.
- b.) Primary Insurance. The Renter's policy shall be the primary to any insurance or self-insurance maintained by the Landlord.
- c.) Failure to Obtain Insurance. The Renter's failure to maintain or renew its insurance policy may be considered a material breach of this Agreement, upon which the Landlord may, upon written notice to the Renter, terminate this Agreement with any monies paid by the Renter to be non-refundable.

15. DISPUTE RESOLUTION. Should any dispute arise between the Parties regarding the interpretation, rights, duties, or liabilities under this Agreement, both Parties agree to engage in good faith negotiations to resolve the dispute for a period of no less than thirty (30) days before initiating any legal proceedings. If the dispute cannot be resolved through direct negotiation, both Parties agree to seek resolution of the dispute through a neutral, mutually agreed-upon mediator, before resorting to arbitration or litigation. The Parties agree to share equally in the costs of the mediation process.

If mediation is unsuccessful, both Parties agree to submit the dispute to binding arbitration under the rules of a mutually agreed-upon arbitration service. The arbitration shall occur in the same jurisdiction as the Venue. The arbitrator's decision shall be final and legally binding, and judgment may be entered thereon. Each Party will bear its own costs and fees associated with the arbitration.

In the event of litigation relating to this Agreement, each Party will bear its own attorney's fees and costs.

16. HOLD HARMLESS. The Renter shall be liable for any physical damages to the Venue, legal actions, and/or loss of reputation or business opportunities that the Landlord may incur as a consequence of the actions by the Renter or any of the Renter's guests or attendees during the Lease Period. The Renter agrees to indemnify and hold harmless the Landlord against any and all legal actions which may arise from the Renter's use of the Venue and the following:

- a.) Right to Cancel. The Landlord reserves the right to cancel this Agreement at any time and for any reason upon providing at least 10 days' written notice to the Renter. If the Landlord cancels this Agreement for reasons other than a breach of this Agreement by the Renter, the Landlord agrees to refund the Renter any amounts already paid.



b.) Failure to Comply. The Landlord, for any reason and at their sole discretion, may terminate this Agreement if the Renter fails to comply with any term of this Agreement or if the Landlord determines that the Renter's use of the Venue poses an unacceptable risk of damage or harm.

c.) Natural Disasters. If the Landlord is unable to make the Venue available for any reason outside of their control, including, but not limited to, damage to the Venue, local emergencies, acts of God, or any other types of natural disasters. In such an event, this terminates agreement with any deposit paid by the Renter to be non-refundable but the Renter has the option to re-schedule when the Venue is available.

17. SEVERABILITY. This Agreement shall remain in effect in the event a section or provision is unenforceable or invalid. All remaining sections and provisions shall be deemed legally binding unless a court rules that any such provision or section is invalid or unenforceable, thus, limiting the effect of another provision or section. In such case, the affected provision or section shall be enforced as so limited.

18. GOVERNING LAW. This Agreement shall be governed under the laws in San Juan County, New Mexico where the Venue is located.

19. ADDITIONAL TERMS & CONDITIONS.

- Do not go upstairs
- Remove trash from premises
- Wipe down surfaces
- Clean bathrooms
- Place the legs of the chairs upward with chair seats on the tables
- Please do not smoke inside the building. If you have people in your party that smoke please smoke outside there is an ashtray provided on the back patio. If used please empty butts and wipe ashtray clean
- Please do not use or turn on the espresso machine

20. ENTIRE AGREEMENT. This Agreement, along with any attachments or addendums, represents the entire agreement between the parties. Therefore, this Agreement supersedes any prior agreements, promises, conditions, or understandings between the Renter and Landlord.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above. Each individual signing below on behalf of a Party hereby represents and warrants that he or she is duly authorized and has the legal capacity to execute and deliver this Agreement on behalf of said Party.



Renter's Signature: _____ **Date:** _____

Print Name: _____

Landlord's Signature: _____ **Date:** _____

Print Name: _____