



# Facility Use Agreement

This Facilities Use Agreement ("Agreement") is entered into on \_\_\_\_\_ [date], between Tamaya Wellness Center located at 225 Ranchitos Rd, Santa Ana Pueblo, NM 87004 and \_\_\_\_\_ [Name of Organization or Individual], located at \_\_\_\_\_ [Address of Organization or Individual]

This agreement by and between Tamaya Wellness Center 225 Ranchitos Rd., Pueblo of Santa Ana 87004  
Name Owner's Complete Address  
("Owner"), and \_\_\_\_\_ ("User"),  
User's name User's Complete Address

Will take effect on the day of \_\_\_\_\_ And will continue for a period of \_\_\_\_\_  
Day Month Year Time period

WHEREAS Owner owns premises located at \_\_\_\_\_  
Complete Address

Which is normally used for \_\_\_\_\_, and  
Type of use

WHEREAS user desires to use the \_\_\_\_\_ area of the facilities for the  
Area of premises (conference room, studio, teen room, multipurpose room, demo kitchen, commercial kitchen, gymnasium, pool)

Purpose of \_\_\_\_\_,  
Purpose of use

and WHEREAS, Owner has agreed to allow User to use the facilities provided that the following terms and conditions are met.

The Tamaya Wellness Center agrees to allow the User to use the facilities located at 225 Ranchitos Rd, Santa Ana Pueblo, NM 87004 for the purpose of

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

[describe purpose of facility use, e.g., Tribal department business, training/meetings, hosting a sports event, conducting a workshop, banquets, birthday parties.]  
\*Subject to the terms and conditions set forth in this Agreement.

## I. Purpose of Agreement

## II. Duration of Use:

The Tamaya Wellness Center shall be made available to the User on \_\_\_\_\_ [start date] from \_\_\_\_\_ [start time] to \_\_\_\_\_ [end date] at \_\_\_\_\_ [end time]. Any extension of this duration must be mutually agreed upon in writing by both parties.

**III. Facilities Provided:**

The **Tamaya Wellness Center** agrees to provide the following facilities to the User during the agreed-upon duration:

**Location of Event:** Please select location of events you would like to check out. Each area requires a \$100 deposit. (i.e. If booking, baseball field and concession, total deposit will be \$200.)

- |  |   |                               |   |
|--|---|-------------------------------|---|
| <input type="checkbox"/> Meeting Room<br>120 | <input type="checkbox"/> Commercial Kitchen | <input type="checkbox"/> Pool | <input type="checkbox"/> Baseball Field |
| <input type="checkbox"/> Teen Room           | <input type="checkbox"/> Multipurpose Room  | <input type="checkbox"/> Gym  | <input type="checkbox"/> Softball Field |
| <input type="checkbox"/> Demo Kitchen        |   |                               | <input type="checkbox"/> Concession     |

**IV. Fees**  
**A. Fees**

**Check list of things that need to be checked out:** Please select items you would like to check out.

- |   |  |   |  |
|---|--|---|--|
| <input type="checkbox"/> Tables (28) &<br>Chairs (80)                   | <input type="checkbox"/> Sports Balls    | <input type="checkbox"/> Dr. Dish Shooting<br>Machine | <input type="checkbox"/> Air hockey puck & handles |
| <input type="checkbox"/> Microsoft Hub,<br>conference<br>speakers & Mic | <input type="checkbox"/> Ping Pong Table | <input type="checkbox"/> Cornhole boards              | <input type="checkbox"/> Tetherball                |

**Agreement**

User agrees to pay the **Pueblo of Santa Ana** for the use of the premises.

A. The User agrees to pay the **Pueblo of Santa Ana** the sum of \_\_\_\_\_[amount] as consideration for the use of the facilities. Payment shall be made in full prior to the commencement of the facility use.

**B. Non-Fee Agreement.**

- A. In consideration for the benefit of using **Tamaya Wellness Center's** facilities, the User agrees to abide by all the terms and conditions of use described in this agreement.
- a. Security Deposit **\$100** Security Deposit (paid by check or money order made to the Pueblo of Santa Ana).
- i. Each area requires a \$100 deposit. (i.e. If booking, baseball field and concession, total deposit will be \$200.)

**V. Responsibilities of the User:**

- A. During the use of the **Tamaya Wellness Center** facilities, the User agrees to:
- Use the facilities in a manner consistent with their intended purpose.
  - Abide by all rules and regulations of the **Tamaya Wellness Center**.
  - Take reasonable care to avoid damage to the **Tamaya Wellness Center** facilities and equipment.
  - Be responsible for any damage caused by the User or their attendees.
  - Ensure that the **Tamaya Wellness Center** facilities are left in a clean and orderly condition at the end of the event.

- f. User agrees that it will not use the premises for any unlawful purposes, and will obey all laws, rules, and regulations of all governmental authorities while using the above described **Tamaya Wellness Center** facilities.
- g. User agrees to abide by any rules or regulations for the use of the premises that are attached to this agreement.
- h. User agrees that it is solely responsible to implement appropriate screening and supervision procedures to protect children, youth, and vulnerable adults attending user's function at the above described **Tamaya Wellness Center** facilities.
- i. User agrees that it will not use the premises for any purpose that is contrary to the mission, purpose of the **Tamaya Wellness Center** is to make wellness a way of life by promoting, supporting, and building healthy lifestyle choices within the Santa Ana community.
  - i. It is a goal of the **Tamaya Wellness Center** to make wellness an easier choice and encourage drinking water instead of sugary drinks.
    - 1. The following is a list of beverages we suggest:
      - a. Water/Infused, Water, Unsweetened tea, or Coffee.
- j. User agrees to hold harmless.
- k. User agrees to be responsible for preparing for use and returning to the pre-use condition all areas of the premises which User will use, including entrances and exits.
- l. Please see attached file (or some stuff like that)

#### VI. **Organizational Users.**

- A. User promises and warrants that it carries liability insurance with a minimum liability occurrence limit of \$1,000,000. The User will provide a certificate of insurance to the **Tamaya Wellness Center** at least seven days prior to the date upon which the User begins to use the above-described premises. The certificate of insurance will indicate that User has made **Tamaya Wellness Center** an "additional insured" on User's policy with respect to the use by User of the above-described premises.

#### VII. **Individual Users.**

- A. User promises and warrants that User will obtain signed Activity Participation Agreements (either provided by or acceptable to **Tamaya Wellness Center**) from each participant in the activity. If the participants are minors, the User will obtain the signature of at least one parent or legal guardian on each Activity Participation Agreement.

#### VIII. **Release of Claims**

- A. I understand there are potential dangers associated with the use of the **Tamaya Wellness Center** indoor/outdoor facilities and I recognize the inherent risk of injury, disability, or death in the use of the ballpark and related activities. I understand that each participant must assume the risk of physical injury that could result from this use and related activities.
- B. I, for myself, my heirs, executors, administrators, and assigns, hereby release, waive, discharge, and relinquish any action or cause of action, based upon negligence, which

may arise from or be related to my participation at the **Tamaya Wellness Center** and ballpark. Further, I agree that neither I nor my heirs, executors, administrators, or assigns will present any claim, based upon negligence, for personal injury, property damage, or wrongful death against the Pueblo of Santa Ana or its employees for damages arising out of activities of, involving, or relating to the **Tamaya Wellness Center**, Baseball, Softball Park, and Batting Cage.

**IX. This agreement may be cancelled.**

- A. Notification Period: We require a minimum notification period of 48 hours prior to your scheduled appointment/reservation for all cancellations. This allows us to make necessary adjustments to our schedule and offer the slot to other clients.
  - i. Users recognize the possibility of cancellation due to the scheduling of Santa Ana Pueblo Traditional activities on the premises and affirm receipt of the facility agreement.
- B. In the event that **Tamaya Wellness Center** must cancel this agreement, User will be entitled to any deposit User has paid. However, in no event will **Tamaya Wellness Center** be liable to User for any lost profits or incidental, indirect, special, or consequential damages arising out of User's inability to use the above-described premises, even if **Tamaya Wellness Center** has been advised of the possibility of such damages.
- C. Cancellation Fees: Cancellations made within [72 hours] of the scheduled appointment/reservation may be subject to a cancellation fee of [dollar amount or percentage of the total cost]. This fee helps us cover administrative costs and potential loss of revenue.
- D. Exceptions: Certain circumstances, such as emergencies or unavoidable conflicts, may warrant exceptions to the cancellation policy. Please contact us as soon as possible if you encounter such situations, and we will do our best to accommodate you.
- E. No-Show Policy: Failure to provide advance notice of cancellation and not showing up for your appointment/reservation may result in the full cost of the service being charged to the provided payment method.

- X. **Tamaya Wellness Center** and User agree that any disputes arising under this agreement will be resolved via a mutually acceptable alternative dispute resolution process. If **Tamaya Wellness Center** and User cannot mutually agree upon such a process, the dispute will be submitted to the Pueblo of Santa Ana Tribal court.

This Agreement shall be governed by and construed in accordance with the laws of Santa Ana Pueblo.

**XI. Entire Agreement:**

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements, negotiations, and discussions between the parties.

IT IS THEREFORE AGREED BY AND BETWEEN THE PARTIES:

Tamaya Wellness Center agrees to let User use the above-described premises for the above-described purpose on

\_\_\_\_\_  
*Describe Times and Days of Usage*

\_\_\_\_\_  
*Name and Tamaya Wellness Center's Staff Contact*

is the contact person for Tamaya Wellness Center and

\_\_\_\_\_ is the contact person for User to

\_\_\_\_\_  
*Name of User's Contact Person*

coordinate the details of usage.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

\_\_\_\_\_  
*Signature of Tamaya Wellness Center Staff*

\_\_\_\_\_  
*Signature of User*

\_\_\_\_\_  
*Printed Name and Title of Tamaya Wellness Center Staff*

\_\_\_\_\_  
*Printed Name of User*