

White Sands Mall Community Room Rentals

The Viper Room is located next to JCPenney and it includes: 125-person capacity, 20 tables and 120 chairs. Rental fee is \$150.

- *No Deposit Required.*
- Tables and Chairs will be set up in Basic Banquet Style.
- The Community Room is available to rent any day of the week from 9am-9pm M-S and 10am-6pm on Sundays. Certain holidays are not available (Thanksgiving Day, Christmas Day and Easter).
- Fee and completed contract must be received in advance to complete reservation. We do NOT hold rooms. No exceptions.
- Money order/cashier's check only, payable to Solid CAP Properties, LLC.
- Please review the Guidelines attached on Page 2.
- May reserve up to 3 days in advance.
- Call 575-434-3990 for room access during Mall hours. On weekends or after Mall hours, call Ida at 505-879-3478.

WHITESANDS *Mall*

3199 N White Sands Blvd

Alamogordo, NM 88310

575-434-3990

For the latest specials, mall events, giveaways and new store announcements,

follow us on



White Sands Mall Community Room Guidelines

(Please initial each number to confirm agreement to guidelines)

1. _____ Renter is responsible for disposing of trash to designated areas
2. _____ Renter is responsible for cleaning up after event. Lessee needs to bring own cleaning supplies (broom, dustpan, vacuum, window cleaner, all-purpose cleaner, etc.) Minimum charge of **\$50.00** for clean up services not performed.
3. _____ No smoking or alcoholic beverages are allowed on property.
4. _____ No candles or incense in allowed, except for birthday cake candles.
5. _____ No use of staples, nails, or thumb tacks on the wall or on any surface. Command strips work best.
6. _____ Please use hooks on ceiling to hang decorations. **DO NOT HANG DECORATIONS FROM SPRINKLER HEADS. YOU COULD SET OFF THE FIRE ALARM!**
7. _____ No fundraising, soliciting or any event for profit may be held on White Sands Mall property.
8. _____ No live music. (Bands, DJ's, choirs, etc.). Stereos with speakers must be kept at a respectable level. Mall Management must approve any sound or electric equipment prior to event.
9. _____ Food cannot be prepared on the premises. No BBQ grills allowed.
10. _____ Groups agree not to engage in any unlawful activities in or on White Sands Mall property.
11. _____ Lessee is responsible for any damage to, or losses of fixtures on property.
12. _____ All articles and possessions must be removed promptly at the conclusion of the activity (i.e. balloons, paper products, tape, etc.)
13. _____ Mall staff (housekeeping or maintenance) is not available for community room functions.
14. _____ Mall Management will not be responsible for any loss, damage, or injury that may occur while using the Community Room.
15. _____ Mall Management reserves the right to cancel any future rentals.
16. _____ A single group may not monopolize the Community Rooms. Only a limited number of dates may be reserved within a reasonable time frame.
17. _____ A full refund will be given to cancellations made within a 10-business day notice. Cancellations made within less than 10-business days will not be granted any refund. Refunds will be made by check only and mailed within 4-6 weeks. W-9 must be filled out to complete refund.

Your compliance and respect to the community room guidelines help keep the rental rates reasonable.

White Sands Mall

Contract and License for use of the Community Room

Solid CAP Properties, LLC at 3199 N. White Sands Blvd, Alamogordo, NM hereby grants the undersigned (herein "Licensee"), a license to use the Community Room on the dates indicated below for the purpose of a meeting, birthday party, or reception.

In consideration of the license to utilize the Community Room, the undersigned hereby releases and forever discharges Solid CAP Properties, LLC, and its representatives, affiliates, agents, successors and assigns from any and all liability for all claims, demands, actions, causes of actions, damages and costs, including court costs and attorney fees, for any and all personal injuries, loss of time, pain and suffering, property damage and any other loss, damage, or expense, arising of its/their use of the Premises.

Licensee hereby agrees to indemnify Solid CAP Properties, LLC, and their respective office, employees, directors, representatives, affiliates, agents, successors and assigns from any and all liability for damages, fines, penalties, judgments, decrees and costs, including attorney fees and court costs, arising out of the use of the Premises.

Viper Room (125 People max)

PLEASE PRINT LEGIBLY

Rental Date: _____

Requested by: _____ (Group/Organization/Store Name if applicable)

Mailing Address: _____ City _____ State _____ Zip _____

Cell Phone #: _____ Other #: _____

Name of Employer: _____ Work Phone: _____

Type of Event Planned: _____

Estimated Arrival Time: _____ Estimated Departure Time: _____

Please see Page 1 for recommended table and chair counts:

Estimated # of Guests: _____ How many tables? _____ How many chairs? _____

Amount Paid: _____ **Money Order/Check #:** _____

White Sands Mall

WAIVER AND RELEASE OF LIABILITY FOR COMMUNITY ROOMS

We (I), _____, inconsideration of the (my) use of the community room at White Sands Mall, for the period of _____ through _____, do as hereby release and forever discharge [Legal Owner of the Mall] Solid CAP Properties, L.L.C and their affiliates, parents, subsidiaries, officers, directors, agents, employees, shareholders, and assigns from any and all claims, demands, causes of actions, suits, damage costs and expenses for any and all personal injuries, loss of time, pain and suffering or property damage arising out of or occurring in connection with the use of the meeting room.

We (I) recognize and acknowledge that our (my) use of the community room is solely at our (my) own risk. We (I) acknowledge that our (my) use of the meeting room expose us (me) to risk of injury or possible demise. We (I) further understand that this Waiver and Release is absolute as to all claims, demands, causes, or actions, suits, damages, costs and expenses which could occur while (we) I am using the community room/facilities, excepts those claims or demands arising out of gross negligence of the Owner or Managing Agent, if any.

I HAVE READ AND FULLY UNDERSTAND THIS DOCUMENT, INCLUDING THE FACT THAT I AM RELEASING AND WAIVING CERTAIN POTENTIAL RIGHTS, AND VOLUNTARILY AND FREELY AGREE TO THE TERMS AND CONDITIONS SET FORTH.

SIGNED THIS _____ DAY OF _____, 2020.

Printed Name of Lessee (renter)

Signature of Lessee (renter)