

NEW MEXICO HIGHLANDS UNIVERSITY FACILITIES POLICY AND PROCEDURE CONTRACT

This contract outlines an agreement between New Mexico Highlands University (hereafter University) and _____ (hereafter User) made this ____ day of _____ 200__.

POLICY

New Mexico Highlands University facilities are to be used in a fashion consistent with their intended purpose. Facilities must be used in a lawful, safe and respectful manner. Failure to comply with the requirements set forth in the following procedures may lead to cancellation of the event, space limitations or loss of the privilege to use University facilities and lands. Users will be held responsible for damage to University equipment, facilities, property, etc. Other penalties may be considered and/or assessed as appropriate. The University reserves the right to deny, restrict, limit, cancel or postpone functions.

University facilities are not available for unrestricted use. Priority of use will be given to the academic, cultural, social, and recreational programs of the University. Fees will be assessed for the use of facilities for functions that are not sponsored and coordinated by official and recognized University administrative units, academic departments, or student organizations.

Fees will be assessed to off-campus individuals and/or to groups of members of NMHU administrative units, academic departments, coordinators of grant programs, or student organizations when: (1) the event is a private function; and /or (2) the function is a revenue-producing event; and/or when the majority of the participants are not NMHU faculty, staff or students. Exceptions will be granted only by the Office of Conference Services. NMHU equipment is not available for off-campus usage and will not be permitted off-campus at any time.

1. Facilities must be scheduled and approved prior to the event. Groups and individuals who do not complete and return a complete application packet a minimum of 14 days in advance of the requested date of facility usage will be assessed an additional \$25 fee. In addition, set ups and /or equipment cannot be guaranteed if the application packet is not received a minimum of 14 days in advance of the requested date. The stipulation applies to both on-and off-campus groups and individuals.

If any portion of the application packet is missing, the application will be considered incomplete and unacceptable. Application packet consists of:

- ____ Application for Use of University Facilities and/or Contract
- ____ Proof of Insurance
- ____ Preliminary Approval Signature Obtained (if needed for the facility requested)

2. This agreement between New Mexico Highlands University and the User specifies and incorporates all applicable costs, fees, date of payment, time and manner limitations, etc. The terms of this agreement will be modified only when the University and the User agree to said modifications. The modifications will be documented and signed by both the University and the User.

Arrival Date & Time: _____

Departure Date & Time: _____

Number of Participants: _____

Residence Hall Rates: _____

Equipment Fees: _____

Facilities Fee: _____

Food Service: _____

Miscellaneous: _____

Total Fees: _____

3. The User understands that other activities may be conducted on the University campus by the University or other users during the above time period. However, the University agrees that it shall use its best efforts to schedule such other activities as not to unreasonably interfere with Users activities.
4. The User agrees to comply with all University regulations, federal, state and local laws. These regulations, ordinances and laws are to be adhered to by the User, its officers, agents, employees, guests, patrons or invites.
5. A certificate of insurance shall be provided by the User, with the original signature of an authorized insurance company representative, and shall provide for at least ten (10) days notice of change in coverage or cancellation. Said certificate of insurance must be received by the University fourteen (14) days prior to the event. The User shall maintain in full force and effect during the program dates, at the User's expense, a policy of insurance, issued by the User's insurance carrier, providing for liability coverage in the amount of \$500,000.
6. The User shall pay for all facilities, equipment and services fourteen (14) days prior to the event.
7. If the required fees are not paid when due, or in the event the User shall violate any of the terms of the Agreement, the University may cancel, limit, restrict or postpone space utilization and retain all sums received prior to termination of the agreement.
8. The User shall indemnify and hold harmless the University, its employees, agents and governing board, against any and all claims, damages, liability and court awards, including cost, expenses and attorney fees, incurred as a result of any act of omission by the User, or its employees, agents, subcontractors or assignees pursuant to the terms of this Agreement.
9. The User will be assessed for damages to University facilities, grounds, property, etc.
10. The University is not responsible for injury, damage, theft or loss of property to the group, to any member of the group, or to any item owned by the group.
11. When the User agrees to using said facilities, the User shall not alter or change the facilities without approval of the University and that at the termination of use, the premises shall be returned in the same condition as received by the User.
12. All promotional and informational materials including display and classified advertisements, press releases, media announcements, flyers, programs, brochures, program tickets, etc., must contain the name of the individual sponsor or sponsoring organization. The University's name shall not be used to suggest co-sponsorship or endorsement of any activity without prior written approval.
13. In accordance with State regulations, alcoholic beverages are not permitted on the NMHU campus.
14. Food and non-alcoholic beverages may not be sold or distributed on campus.
15. The University will determine the type, qualifications and number of security officers required by the User.
16. Facilities occupied by the User shall, at all times, be under the control of the University, and all personnel from the University shall have the right to enter facilities on official University matters at any time when necessary.
17. All building interiors including, but not limited to meeting rooms, hallways, restrooms and other public areas of University facilities are considered to be non-smoking areas. (Exception: residence hall rooms on floors where smoking is permitted.)
18. Facilities will not be used for political campaigns, fundraisers, or appearances unless the format is pre-approved and all candidates or issues are presented in a fair and impartial manner.
19. The University will not guarantee numbers, audiences or participants.

20. Keys will be issued to the group at the time of check-in, collected by the group leader and returned to the Resident Director prior to departure (if applicable). The University reserves the right to assess a charge for re-keying locks when keys are lost or not returned at the conclusion of the event/program.
21. If, prior to the date(s) of usage, facilities/equipment are destroyed or damaged by fire or other casualty or become unavailable or unusable because of situations beyond the control of the University, then the University may elect to terminate this Agreement and return User's deposit and have no further obligation.
22. The User may not assign or in any way transfer its rights under this Agreement to any other parties. Nothing in this Agreement shall imply any partnership, joint venture, or other association between the University and the User.
23. The User acknowledges and understands that no previous agreements exist between the parties to this contract.

The parties shown below have agreed to all conditions outlined in this contract.

USER:

Signature_____

Printed Name_____

Title_____

Company/Organization_____

Address_____

City_____State_____Zip_____

Phone_____

Fax_____

E-Mail_____

NMHU CONFERENCE SERVICES:

Signature_____

Name_____

Title_____

Phone_____

Fax_____

E-Mail_____

PRICE LIST

<u>FACILITY</u>	<u>REGULAR RATES</u> <i>(HU employees, government agencies, non-profits)</i>	<u>COMMERCIAL RATES</u>
Ballroom	\$300 minimum per day	\$400 minimum per day
Sala de Madrid	\$300 minimum per day	\$400 minimum per day
Senate Chambers	\$ 25 minimum per day	\$ 50 minimum per day
Classrooms	\$ 25 minimum per day	\$ 50 minimum per day
Kennedy Lounge	\$200 minimum per day	\$300 minimum per day
Wilson Complex	\$1,000 minimum per day	\$3,000 minimum per day or 40% of net proceeds, whichever is greater
Perkins Stadium	\$1,000 minimum per day	\$2,000 minimum per day or 40% of proceeds, whichever is greater
Natatorium	\$ 100 minimum per day	\$ 200 per minimum per day
• <i>Must provide and pay for own lifeguards</i>		
Parking Lots/Parks	Free	Free
• <i>There is a fee if after-hours/weekend set-up is requested</i>		
• <i>For any other facilities not listed above, please call the Office of Campus Life & Conferences (454-3495/454-3590) for a quote.</i>		

RESIDENCE HALL ROOM RATES

Single Occupancy	(per person)	\$20.00
Double Occupancy	(per person/per night)	\$15.00
Lost Key Charge		\$75.00

**No linens/toiletries provided.*

CATERING

Menu and rates available upon request by contacting ABL Food Services at 454-8799

EQUIPMENT FEES

TV/VCR OR DVD	\$50/day
Overhead Projector	\$25/day
Easels (no paper)	\$10/day

PA System (portable)		\$30/day
Risers (per section)		\$10/day
Microphones (Podium, lavalier & cordless)		\$25/day
Podium		\$15/day
O/H screen		\$20/day
Popcorn Machine <i>*For use in Student Center only</i>		\$25/day
Sno Cone Machine <i>*For use in Student Center only</i>		\$25/day
Coffee Pot	Large	\$15/day
	Small	\$10/day
Extension Cords (orange)		\$10/day

2/17/06