

RENTAL AGREEMENT
NEW MEXICO HIGHLANDS UNIVERSITY
ADELE ILFELD AUDITORIUM

http://www.nmhu.edu/admin/admin_documents.aspx

Please check the following: Profit Organization
Non- Profit Organization
University (see university fee list) Account to be billed: _____

PLEASE FILL OUT ALL INFORMATION REQUESTED OR CONTRACT WILL BE DENIED.

Non-Profit Organizations please attach Insurance Certificate, Non-Profit 501C3 form along with tax ID#. Profit Organizations please attach Insurance Certificate.

NM Taxation and Revenue Dept. Taxpayer I.D. Number (if applicable): _____
IRS Social Security Federal I.D. Number (if applicable): _____

At Las Vegas, New Mexico, on the _____ day of _____, _____, it is agreed between NEW MEXICO HIGHLANDS UNIVERSITY, hereinafter referred to as NMHU and ORGANIZATION: _____ PHONE: _____
BY: _____ PHONE: _____
(Name)

hereinafter referred to as “the Sponsor,” as follows:

The University does hereby lease and rent ADELE ILFELD AUDITORIUM, hereinafter referred to as Ifeld Auditorium, located on the campus of New Mexico Highlands University, to the Sponsor, for the presentation of (complete title of event):

2. The time or times at which the Sponsor will present said production(s) are as follows:
Date(s) Time(s)

Additionally, rehearsals will be scheduled in Ifeld Auditorium as follows:
Date(s) Time(s)

Load in time and date: _____
Load out time and date: _____

RENTAL FEES:

A signed rental agreement is required in order to proceed with the rental. Rentals are not to exceed 5 days. This agreement does not include provisions for lighting or set designs; nor does it include the use of scenery, costumes, properties, tools or other items belonging to the University. It is understood that the University, in granting this lease, retains the rights of management and control of the premises and the enforcement of any rules and regulations. Sponsor waives the right to any claim for damage directly or indirectly resulting from such enforcement.

The Sponsor shall not be excused from the payment of the entire rental because of its failure, for any reason whatsoever, to use ILFELD AUDITORIUM as contemplated by this Agreement. The Sponsor further agrees to protect the University for any claims or causes of action or expenses (including attorney’s fees) arising out of or resulting from the Sponsor’s failure to present the events as scheduled.

In the event Sponsor shall breach this Agreement, the Sponsor agrees to pay to the University all damages proximately resulting to the University from such breach, including, but not limited to remaining rent collection fees and attorney’s fees and costs.

In the event the University should be unable to fulfill this Agreement as a result of damage to ILFELD AUDITORIUM by fire, flood, or any other casualty or unforeseen occurrence, the Sponsor shall not hold the University liable for any damage in excess of the rental and additional charges stipulated by this Agreement which have been stipulated by the Sponsor.

New Mexico Highlands University reserves the right to decline use of the Ifeld Auditorium to any organization.

Deposit Fees: \$ _____

1.a. A deposit of \$150.00 shall be paid at the time of execution of this agreement. The portion of the total rental attributed to each performance and its associated rehearsals, staffing and security shall be paid on the last business day prior to each presentation listed above. Timely payment of the required fees is a condition of the right to Sponsor to enter on the premises for the purpose herein contemplated. The deposit is held as security for reimbursement to the University of the wages and expenses to be incurred by the University. If Sponsor cancels within 30 days of performance, deposit fees shall not be refunded.

Conference/Lecture (non-profit/profit): \$ _____

\$250 (per lecture, \$50 for any additional conference/lecture/movie on the same day)

Public Liability Insurance shall be provided by sponsor.

Movie Showing Rentals (non-profit): \$ _____

\$250 (per movie showing, \$50 for any additional movie on the same day)

Ifeld Auditorium's library of movies available upon request.

Non-Profit Rentals: \$ _____

In order to receive a Non-Profit rate, your organization's 501-c-3 form/letter must be submitted along with a Certificate of Insurance. Without this form/letter, the profit rate will be charged.

\$300.00/per performance/per day

\$200.00/load in/rehearsal time/per day

Profit Rentals: \$ _____

\$500.00/per performance/per day

\$400.00/load in/rehearsal time/per day

15% of box office proceeds will go to Ifeld Auditorium.

University Rentals (NMHU student clubs/organizations: FREE): Acct. # _____ \$ _____

(NMHU Departments/Programs: \$50 per performance)

(All sponsors including university departments, clubs, organizations will be charged for technicians/supplies/equipment expenses.)

***Note: This contract cannot be assigned to any third party.**

Rental of Lobby Area Only: \$ _____

\$25.00/per day

Sponsor is responsible for making security arrangements, if necessary. Sponsor pays all related expenses. Priority is given to rentals of entire theatre and scheduling of the lobby area may not conflict with any other use of Ifeld Auditorium.

Technicians: \$ _____

3.a. The University agrees to provide ILFELD AUDITORIUM with light and with heat, and it will be reasonably cleaned for each of the presentations or rehearsals contemplated by this Agreement. The University further agrees to provide technicians and other personnel as reasonably may be necessary in connection with the use of the premises contemplated by this Agreement. The personnel requirements shall be established by the Ifeld Auditorium Manager in consultation with the Sponsor as stated above. A minimal stage crew, two (2) technicians will be required for rehearsal and performances as determined by Technical Director, and in addition, one (1) house manager will also be required. All members of the operating staff of ILFELD AUDITORIUM shall be employed by the University for any presentation and shall be responsible to the Manager. The Sponsor hereby agrees to reimburse the University for all wages and expenses through its payment of performance rental. Failure to reimburse the University for such wages and other expenses by the stipulated date shall restrict the Sponsor from further use of ILFELD AUDITORIUM until such wages and expenses are paid in full.

3.b. All Sponsors are required to hire (at Sponsor's expense) a MINIMUM OF TWO (2) TECHNICIANS (for lighting and stage management purposes) at \$10.00/hour. Conferences/lectures are required to hire a minimum of one (1) Technician. The two (2) assigned Technicians hired for productions, while functioning as stage technicians for the sponsoring organizations, have detailed responsibilities assigned by the Technical Director and/or Ifeld Auditorium Manager. Technicians are allowed an hour lunch break during an eight-hour interval. They are not responsible to the contracting party using the facility but work under the supervision of the University's Technical Director to maintain the rules and regulations that govern the use of the university facilities. It is also mandatory to have a House Manager (productions/conferences/lectures). The House Manager will be supplied by the Ifeld Auditorium Manager at \$10.00/hr. A minimum of four (4) ushers (unless approved by Ifeld Auditorium Manager) will also be provided by Sponsor. If ushers cannot be provided by the Sponsor, the Ifeld Auditorium Manager has the right to provide ushers at a fee of \$10.00/hr. per usher; and allow Ifeld Auditorium Manager one (1) week to hire additional assistance. Ushers will be hired at

Ifeld Auditorium Manager's discretion. Please list additional staff requirements. **Arrangements for technical requirements/ payment must be arranged through the Ifeld Auditorium Manager. Please use the Adele Ifeld Auditorium User's Checklist attached to describe specific requirements.**

STAGE MANAGER: REQUIRED
 ASST. STAGE MANAGER: yes _____ no _____
 LIGHTING TECHNICIAN: REQUIRED
 SOUND TECHNICIAN: yes _____ no _____
 HOUSE MANAGER: REQUIRED
 SPOTLIGHT TECHNICIAN: yes _____ no _____
 2nd SPOTLIGHT TECHNICIAN: yes _____ no _____
 FLY RAIL OPERATOR: yes _____ no _____
 ADDITIONAL CREW: _____
 SECURITY (see paragraph 9j) yes _____ no _____

*Note: Sponsors will be billed for actual hours worked.

Optional Rentals:

\$ _____

4.a. Grand Piano (\$60.00):..... Yes: _____ No: _____
 4.b. Upright Piano (\$60.00):..... Yes: _____ No: _____
 4.c. Piano Tuning (\$120.00 per piano):..... Yes: _____ No: _____
 Ilfeld Auditorium requires at least two weeks advance notice for piano tuning.
 4.e. Removal of Orchestra Pit:..... Yes: _____ No: _____
 Sponsor will be charged for removal and re-installation of orchestra pit cover. Ilfeld Auditorium technicians will be hired at Ilfeld Auditorium Manager’s discretion and Sponsor will be charged accordingly. Ilfeld Auditorium requires at least one month’s advance notice for removal of orchestra pit cover.
 4.f. Marley flooring (black/white) (\$50.00 per performance):..... Yes: _____ No: _____
 4.g. Acoustic shell (available for use ONLY in Ilfeld Auditorium) (\$50.00):..... Yes: _____ No: _____
 4.h. Projection system rental (fee waived for Movie Showing Rentals) (\$35.00):..... Yes: _____ No: _____
 4.j. Cleaning fee for events scheduled on weekends (Saturday/Sunday): (please check one)
 Weekend cleaning fee: (Lower tier - less than 250 audience): \$110 _____
 (Lower/balcony - more than 250): \$170 _____
 (Lower/balcony - extra includes buffing): \$280 _____

* Please initial if you would like Ilfeld Auditorium Manager to determine when necessary to open balcony. If approval is not given prior to event, the event will be considered "sold out" once lower tier has reached capacity.

Ticket Services:

\$30.00 \$ _____

Please note that tickets are required for all events unless specified by Ilfeld Auditorium Manager. This is necessary in order to comply with crowd control and fire regulations. The facility has 703 seats (+) 18 handicapped seating available for ticket sales. Tickets shall not be sold in excess of number of seats available for the presentation by order of fire marshal. The aisles, stairs, halls or foyer shall not be obstructed. ALL AUDIENCE MEMBERS ENTERING THE AUDITORIUM MUST HAVE A TICKET, REGARDLESS OF AGE, INCLUDING PRODUCTION MEMBERS AND/OR PARENTS.

5.a. All monies received by the Ilfeld Auditorium Box Office for ticket sales (advance and day of performance) will be deposited in the Ilfeld Auditorium account. Disbursement of these monies to the Sponsor, less amount due for Ilfeld Auditorium expenses, will be made by New Mexico Highlands University within performance semester.

5.b. Ticket printing is required by Ilfeld Auditorium Box Office at a fee of \$30.00 per performance with admission. The renter should allow at least one week for ticket sales setup and will be asked to provide all necessary information including: name of the sponsoring organization, name of event, event times, event dates, and ticket prices. Please use the Ticket Services Request Form attached and mail to Ilfeld Auditorium Manager.

5.c. Tickets will be sold by the Ilfeld Auditorium Manager if requested by sponsor, Monday- Friday, 1:00- 5:00 p.m. for one week prior to performance.

5.d. Seating Arrangements: A renter may choose to sell either general admission or reserved seating.

5.e. Complimentary Tickets: Complimentary list of names must be provided to Box Office of all individuals that have received complimentary tickets and how many were distributed to each individual. This shall be provided to the Box Office Manager prior to opening ticket sales to the public for scheduled performance.

5.f. House Complimentary tickets: The auditorium requests that each incoming Sponsor reserve at least three pairs of “house comps” to be used at the discretion of NMHU; for each production, any tickets not used will be returned to sponsor.

5.g. Tickets may not be sold in excess of the number of seats available for the presentation; this number is to be determined by relevant fire codes and the Box Office Manager.

Special Services:

6.a. Services for the physically challenged include a wheelchair seating area with the wheelchair companion seats (if requested). Please notify Ilfeld Auditorium Manager or Technical Director so necessary arrangements can be made prior to performance.

6.b. NMHU is not responsible for any type of advertising or promoting of any event(s).

6c. Dressing rooms (2) are available downstairs stage left (green room).

Building Access:

7.a. All artists and crew members must enter and exit the building through the back entrance door and/or Northeast door.

Parking:

8.a. NMHU parking is open parking. The University will not hold or reserve parking space for exclusive use of sponsor or vehicles associated with sponsors.

8.b. Sponsors requiring large transportation vehicles must inform Technical Director or Ilfeld Auditorium Manager at time of rental Agreement to make proper arrangements with campus security.

Special Conditions:

9.a. The University may use, during the period of this lease, any portions of ILFELD AUDITORIUM for any purposes which do not interfere with the use of the Sponsor herein contemplated.

9.b. Advertising materials may be placed in the lobby or portal of ILFELD AUDITORIUM as approved by the Ilfeld Auditorium Coordinator for events held in Ilfeld Auditorium. Except for stage settings, ILFELD AUDITORIUM may not be decorated in any way that violates 9f.

9c. No smoking or tobacco products allowed in Ilfeld Auditorium.

9.d. Animals are not permitted in the auditorium (exception: animals for the impaired).

9.e. Live fire, flame, oil lamps, lit cigarettes, pyrotechnics, firearms, or firearm replicas are not permitted in the auditorium unless approved by both the Technical Director and Ilfeld Auditorium Manager only for stage performances. Proper supervision of such materials is determined by the Technical Director.

9.f. The following decorating devices are not permitted on the walls in Ilfeld Auditorium: duct tape, stick-on velour, paint, screws, or nails. (If signs are to be posted, easels are available upon request).

9.g. The Sponsor agrees not to modify or deface the facilities of ILFELD AUDITORIUM in any way and agrees to accept financial responsibility for all loss or expense resulting to the University from unauthorized modification of or damage to the facilities by the Sponsor or any of its agents, employees, or patrons.

9.h. In no event will aisles, stairs, halls, and foyer be obstructed.

9.i. All scheduled classes, mid-terms, finals, and other class activities will receive priority during the period of this lease. A listing of such class schedules will be provided to the Sponsor.

9.j. Need for security will be determined by NMHU Campus Security Chief. Security will be provided at Sponsor's expense by the University if necessary. Arrangements shall be made directly through Campus Security Chief two (2) weeks prior to event and documentation of such arrangements shall be immediately forwarded to Manager. Ilfeld Auditorium Manager reserves the right to determine if security is necessary for any event and how much security is required.

Concessions:

10.a. No outside food or drinks **allowed** in the auditorium, only exception is in the Green Room for performers. Food/beverages must stay in the green room. Alcoholic beverages only allowed in areas permitted by the Game and Alcohol Division and private parties not open to the public. Throwing candy to audience from stage is prohibited during any performance.

10.b. Ilfeld Auditorium reserves the exclusive right to operate all concessions for the sale of refreshments to persons attending the events presented by the Sponsor. Sponsor may obtain approval from the Manager to operate sale of DVD's, CD's and any promotional items supplied by sponsor.

10.c. Ilfeld Auditorium Manager reserves the right to have any food item or beverage removed from the auditorium.

Insurance:

11.a. The Sponsor shall obtain and maintain, at its expense, for its use of ILFELD AUDITORIUM pursuant to this Agreement, public liability insurance insuring both itself and the University against any loss arising out of Said insurance shall provide limits of liability of not less than one million dollars (\$1,000,000.00) for property damage per occurrence, and not less than one million dollars (\$1,00,000.00) for all claims per occurrence. Proof of such insurance, in a form acceptable to the University, shall be submitted by the Sponsor to Ilfeld Auditorium Coordinator not less than ten (10) days prior to the first use of ILFELD AUDITORIUM by the Sponsor pursuant to this Agreement. In addition, Sponsor agrees to protect, indemnify and hold harmless the University against claims, damages, losses, and expenses (including attorney’s fees) arising out of or resulting from the use of ILFELD AUDITORIUM by the Sponsor pursuant to this Agreement.

11.b. If Sponsor does not have liability insurance there are various local insurance agencies available.

Security:

12.a. The University accepts no responsibility whatsoever for any property brought to ILFELD AUDITORIUM or the campus by the Sponsor, and the University is hereby expressly relieved and discharged from any and all liability for any loss, damage, or destruction of property that may be sustained by the Sponsor in connection with the above scheduled presentations.

Code of Conduct:

The Faculty Handbook & The Code of Student Conduct for NMHU shall apply to all uses of ILFELD AUDITORIUM.
(Sponsor is responsible for obtaining and reading these documents.)

Sponsor compliances:

14.a Individuals refusing to comply with University rules may be compelled to leave the premises.

14.b. This Agreement shall not be assigned by the Sponsor to any third party.

14.c. The Sponsor shall comply with all necessary royalty requirements for any copyrights or proprietary rights in the performance scheduled by the contract. The Sponsor agrees to defend, indemnify and to hold harmless the University against all claims, damage costs and expenses that the University may sustain or incur by reasons of any infringement or violations of any copyright or proprietary right in the performance(s) scheduled by this contract. This Agreement shall be void if not signed by the Sponsor and returned to the Manager of ILFELD AUDITORIUM two (2) weeks prior to the first day of use.

IN WITNESS WHEREOF, New Mexico Highlands University and the Sponsor have executed this Agreement on the day and year first written below.

SPONSOR: _____
 Name (printed) **Signature** **Date**

ILFELD AUDITORIUM MANAGER: _____
 Signature **Date**

Sponsor(s) mailing address: _____

TICKET INFORMATION SHEET

Sponsor Name _____

Telephone Number: _____

Name of Event: _____

Event description for ticket: _____

Reserved seating? Yes _____ no _____

Is this a university sponsored activity? Yes _____ no _____

Price of Ticket(s):

| | | How many printed |
|----------------------|-------------------|------------------|
| General admission: | \$ _____ | _____ |
| NMHU students: | \$ _____ | _____ |
| NMHU faculty: | \$ _____ | _____ |
| NMHU staff: | \$ _____ | _____ |
| Children: | \$ _____ | _____ |
| Other students: | \$ _____ | _____ |
| Senior citizens: | \$ _____ | _____ |
| Comp Tickets: | \$ 0 _____ | _____ |

Estimated attendance: _____

If you should have any questions please call Donna Martinez @ 454-3238.

Thank you.

Sponsor Signature

Ilfeld Auditorium Manager