

TAYS CENTER FACILITY RENTAL AND SERVICES AGREEMENT

New Mexico State University Alamogordo

2400 N. Scenic Drive

Alamogordo, NM 88310

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Effective Date: July 1, 2020 to June 30, 2021

New Mexico State University Alamogordo is an educational institution provided and maintained by the people of the state of New Mexico and the city of Alamogordo. Its facilities, campus, and buildings shall be reserved on a first priority basis for all activities related to its broad educational mission. At other times the facilities will be available to various organizations per this agreement.

This Rental and Services Agreement is made and entered into on **(date)** between New Mexico State University Alamogordo, Alamogordo, NM 88310 ("NMSU-A") and **(name of client)** ("Client"). Event participants ("Participants") shall refer to and include throughout this Agreement all agents and employees, all faculty, staff, volunteers, competitors, and guests, affiliated with the above Client.

Daily rental fee differs for co-sponsored, non-profit, or government agencies per fee structure (see attached).

Fees/Costs	Details	Totals
Rental Fee (gymnasium and/or kitchen - must be detailed)		\$
Personnel Cost (# of hours x # of personnel @ \$/hour - must be detailed)		\$
Equipment Fee (must be detailed)		\$
Deposit – ½ of facility use fee (Non-refundable)	Due with signed agreement on or before (date)	\$
Remaining Balance	Due (date)	\$
Total Rental Agreement		\$

Name of Event	
Client Contact Name, Address, Telephone	
Date of Event	
Time of Event	
Date/Time Designated for Setup/Takedown or Decorating Facility	

WHEREAS, NMSU-A offers the Tays Center for special event rental; and

WHEREAS, the terms and conditions set forth in this Facility Rental and Services Agreement ("Agreement") explain the responsibilities and constitute the Agreement between NMSU-A and Client.

NOW, THEREFORE, for and in consideration of the premises and the mutual promises of the parties hereto, it is hereby agreed as follows:

ARTICLE I – DEPOSIT AND PAYMENT

1. **Payment.** Client agrees to pay NMSU-A a fee for facility use in the amount of \$XXX.XX. A non-refundable deposit (1/2 of facility use fee) in the amount of \$XXX.XX shall be payable on or before 30 days prior to the event. **The requested date and facility will not be confirmed until the Agreement is signed and returned along with the required deposit.** The deposit shall be applied as a credit against the total cost incurred. This agreement along with the deposit must be returned on or before (date). **All checks must be made payable to NMSU-A. If mailing, please send to NMSU-A President's Office, 2400 N. Scenic Drive, Alamogordo, NM 88310.**
2. **Balance.** The remaining balance of the facility rental is due and must be received seven (7) business days prior to the event. Following the event, Client will be invoiced and agrees to pay for any additional costs incurred. This amount will be due thirty (30) days from the date of the final invoice. After thirty (30) days, unpaid invoices will be subject to late charges on the unpaid balance. Payment options are: Visa, Discover, MasterCard, American Express, cash, and checks (Diners Club is not accepted).
3. **Delinquent Accounts.** In order to reserve the special events area of the Tays Center, Client must pay 100% of any outstanding invoices in Client's name.
4. **Insufficient Funds.** The University will charge a \$35.00 fee for checks returned due to insufficient funds.

ARTICLE II – ADDITIONAL COSTS

1. **Security.** The campus provides one (1) campus security officer during an event. This service is included in the price of the facility use fee. Additional security personnel may be required based on the specific event or if alcohol is served. Additional security costs will be charged to Client. Security requirements are determined at the sole discretion of NMSU-A. Client will be notified prior to the event if additional security personnel are deemed necessary.
2. **Janitorial.** Normal and usual housekeeping before and after the event is included in the facility use fee. Additional janitorial workers may be required to clean up above or beyond the standard cleaning and during the event. Client will be notified before or within five (5) business days following the event, if such additional janitorial personnel are deemed necessary. Client is responsible for removal of all items (including decorations, paper products, literature and boxes). If the event requires janitorial services during the event, Client is responsible for the cost.

Client is also responsible for:

- a. Not allowing food or drinks, except water, on stage.
 - b. Making sure all food trash is put in the dumpster if the event is held on a Friday night or weekend.
 - c. Making sure the kitchen is cleaned and returned back to the state it was in prior to the event, even when just using as a prep area.
3. **Equipment.** If Client needs additional tables and/or chairs, Client is responsible for all costs, and the tables and chairs must be approved in advance by NMSU-A. Other equipment available for rent is listed on NMSU-A's Fee Schedule. Property belonging to NMSU-A must not be taken outside or removed from the facility for any reason. Use of AV/PA equipment and/or live or recorded amplified music must be approved in advance by NMSU-A (additional costs may apply).

Client and/or participants are not allowed to handle NMSU-A audiovisual equipment.

4. **Description of Facility.** A detailed synopsis of the Center is available at nmsua.edu/president/tays/rent-the-tays.

ARTICLE III – CANCELLATION

Cancellation. This Agreement may be canceled at any time by giving the other party thirty (30) days written notice prior to the date of the event. In the event of a cancellation by Client, the deposit paid is non-refundable. If cancellation is made less than thirty (30) days prior to the date of the event, Client also agrees to pay the University all costs incurred prior to notice of cancellation.

ARTICLE IV – INSURANCE AND TAXES

1. **Insurance.** It is the responsibility of Client to provide general liability, fleet liability, and worker's compensation insurance for the event, if applicable. NMSU-A provides premise liability only, and Client shall hold harmless the Board of Regents and/or administrators of NMSU or NMSU-A on any present or future claims.
2. **Taxes.** NMSU-A is not responsible for payment of any federal, state or local taxes. NMSU-A is not responsible for the collection of such applicable taxes that may be assessed.

ARTICLE V – ACCESS TIMES

Access Times. Client and Participants will be provided access to the facility for event set-up and clean-up as negotiated on the Agreement. Client and Participants will not be permitted access to the facility prior to or after the scheduled times. NMSU-A staff will be assigned to oversee the event, including the set-up and clean-up. **If Client goes past scheduled event time, Client will be invoiced at time and one-half. Client will also be assessed a full day's rental fee if Client and/or participants are still in the Tays Center past midnight.**

ARTICLE VI – CONDUCT DURING EVENT

1. **Compliance.** Client agrees to comply with all policies, practices, rules and regulations of NMSU-A listed below, and NMSU-A's sole discretion may determine compliance of Client.
2. **Damages.** Client assumes full responsibility for any and all damages to the physical premises, property and equipment of NMSU-A and for any and all personal injuries caused by Client and Participants that may occur during any such time premises are occupied by Client and Participants. Costs for any damage to facilities, property or equipment will be charged to the Client.
3. **Restricted Areas.** To ensure the safety and security of NMSU-A and its contents, as well as minimize liability to Client, all non-rented areas are off-limits to Client and Participants. Any of these individuals found in an off-limits area may be asked to leave the premises.
4. **Operations.** Client and Participants must comply with any requests made by NMSU-A.
5. **Event Conclusion.** Client is responsible for ensuring that the event concludes no later than the time specified as "event" times on the Agreement. Client will be provided additional facility access for event clean-up only as provided on the Agreement. NMSU-A is not responsible for any equipment or supplies left in the facility by Client following the event. Client will be charged \$100/day for any equipment or supplies left in the facility 5 business days following the event. Property will be disposed of after 30 days.
6. **Electrical Cords.** All electrical cords and equipment cables must be installed so as not to present a hazard for guests. Electrical cords may not be taped to the floors in primary walkways.

7. **Prohibited Activities.** Client is required to adhere to all NMSU-A policies, regulations and guidelines, and all local, state, and federal laws concerning health, safety, and public order. Failure to comply with these regulations may result in the forfeiture of the privilege of using NMSU-A facilities and services. NMSU-A regulations include, but are not limited to, the following:
- a. Smoking is allowed outside the building in designated areas only.
 - b. No glass containers may be used for any beverages.
 - c. Alcoholic beverages may be served at special events if special arrangements have been made in advance. Client is responsible for obtaining appropriate liquor license as required by law. **The NMSU-A alcohol application, with a copy of the temporary alcohol business license, must be submitted to the NMSU-A representative prior to the date of the event.** Client and Participants are prohibited from bringing their own alcoholic beverages into the facility. Alcoholic beverages are not allowed in any other public areas or on the grounds of NMSU-A.
 - d. Only service animals are allowed inside the Tays Center.
 - e. Fire and safety code regulations determine maximum seating and room capacities. Maximum capacity for any facility may not be exceeded under any circumstances.
 - f. NMSU-A equipment and furnishings are to be moved by NMSU-A employees ONLY.
8. **Supervision of Children.** Adult supervision of children is required at all times.

ARTICLE VII – CATERING

Catering. An approved caterer may be used for a special event. Client and Participants are prohibited from bringing their own food items into the facility unless Client shows proof of a food handler's license. **A copy of the food handler's license must be submitted to the NMSU-A representative on the same due date as the signed agreement and deposit.**

ARTICLE VIII – PARKING

Parking. Available parking for Client and Participant use is provided at the Tays Center. Other NMSU-A parking lots may also be used for special events.

ARTICLE IX – ENTERTAINMENT

Music. Use of AV/PA equipment and/or live or recorded amplified music must be approved in advance by NMSU-A. NMSU-A has some equipment available for rent. Other equipment must be provided and supervised by Client. All noise and music levels must conform to standard county and residential codes. Any outdoor music must end at 10:00 pm.

ARTICLE X – INVITATIONS AND ADVERTISING

Invitations and Advertising. All advertising and promotional materials must list prominently the names and phone numbers of non-NMSU-A contacts for obtaining additional information. NMSU-A may not be listed as an informational source.

ARTICLE XI – OTHER GUIDELINES

1. **Decorating.** Decorations should be discussed when reserving the facility. All decorating must be in compliance with NMSU-A’s Facilities Decorating Policy (see attached). Facility access for approved decorating is designated on the Agreement.
2. **Contract Enforcement.** In the event NMSU-A employs attorneys or incurs other expenses it may deem necessary to protect or enforce its right under this Agreement, Client agrees to pay the attorney’s fees and expenses so incurred by NMSU-A.
3. **Client Representative.** NMSU-A will coordinate the event with one (1) main contact for the event, Client’s Representative. Client Representative is responsible for all actions of their subcontractors.
4. **Agreement Revisions.** After the original agreement has been signed, if additional equipment or service is needed, Client will be charged based on the regular fee schedule. This amount is not pro-rated and will be invoiced to the Client.
5. **Security.** Contract security personnel (regardless of employer) are considered to be NMSU-A Security when they work an event on NMSU-A property. After an event, NMSU-A Security will present the supervisor of contract security personnel with a Crime Statistic Report Form that must be completed and signed.

IN WITNESS WHEREOF, this Agreement has been executed by the parties for the date written above:

Client Name (please print) _____
 Address _____
 Telephone Number _____
 Client Signature _____
 Date _____

NMSU-A Representative Name (please print) _____
 NMSU-A Representative Signature _____
 Date _____

NMSU-A President or VP for Business and Finance _____
 Date _____

Designate type of organization using the facility:

- _____ NMSU-A Organization – This designation refers to any NMSU-A unit that is using the Tays Center for an NMSU-A sponsored event.
- _____ Non-Profit, Government, or NMSU-A Co-Sponsored – This designation refers to a recognized 501(c)3, government, or NMSU-A co-sponsored event.
- _____ Other – This designation refers to any person(s) who is renting the Tays Center for a non-NMSU-A event, whether it generates profit or not. This includes individual and commercial organizations.

Comments:

The Tays Special Events facility is only available for rent on Friday, Saturday and Sunday during the academic year while classes are in session.

Original to NMSU-A Business Office
Copy to Client
Copy to NMSU-A Representative

SAMPLE