

**Date: 08/23/1991**

## **RENTAL OF COLLEGE FACILITIES**

### **Northern New Mexico College**

#### **1. Purpose**

To establish fee schedules for the use of college facilities by individuals who are not students or employees of the college. Facilities covered by this policy include general meeting areas, the theater in the Center for the Arts, the Grant Gymnasium, and the gymnasium and shower/locker rooms in the Physical Education Complex, Espanola Campus. Activities in college facilities shall be open to the general public and in keeping with the college's mission of providing educational, social, and cultural activities for its service area.

#### **2. Policy**

##### **2.1. Authority**

Under the laws of the state of New Mexico, the Board of Regents of Northern New Mexico Community College may establish fees to be assessed for the use of facilities by members of the general public. This authority is delegated to the President who may waive all or a portion of the rental fees.

##### **2.2. Rental Fees**

Fees associated with the use of College facilities shall take into account the following costs associated with rental: utilities, depreciation of equipment, supplies, and materials personnel for facilities upkeep, management, security, parking, and traffic control.

###### **1) Conference Room**

- A fee of \$50.00 per hour.
- An additional setup fee of \$50.00 shall be assessed.
- A fee will be assessed if college equipment or materials are utilized.
- Additional fees, at an established hourly rate, will be assessed for extraordinary staff time.

###### **2) Classroom(s), El Rito/Espanola Campus**

- A fee of \$25.00 per hour.

- An additional setup fee of \$50.00 shall be assessed.
- A fee will be assessed if college equipment or materials are utilized.
- Additional fees, at an established hourly rate, will be assessed for extraordinary staff time.

3) Cafeteria/Rotunda Area (Espanola Campus)

- A fee of \$50.00 per hour.
- An additional setup fee of \$50.00 shall be assessed.
- A fee will be assessed if college equipment or materials are utilized.
- Additional fees, at an established hourly rate, will be assessed for extraordinary staff time.

4) Eagle Memorial Sportsplex (Gymnasium, Espanola Campus)

- A fee of \$100.00 per hour.
- The hourly rate does not include the rental of the concession space. Unless specifically granted in writing, all rights to operate the concession stand and revenues from its operation are retained by the College.
- Additional fees, at an established hourly rate, will be assessed for extraordinary staff time.
- A fee will be assessed if college equipment or materials are utilized.

5) Center for the Arts, Espanola Campus

- A fee of \$100.00 per hour.
- A separate fee of \$50.00 per hour for rehearsal, setup, and set strike time.
- Additional fees, at an established hourly rate, will be assessed for extraordinary staff time.
- A fee will be assessed if college equipment or materials are utilized.

6) Grant Gymnasium, El Rito Campus

- A fee of \$100.00 per hour.

- The hourly rate does not include the rental of the concession space. Unless
- specifically granted in writing, all rights to operate the concession stand and revenues from its operation are retained by the College.
- Additional fees, at an established hourly rate, will be assessed for extraordinary staff time.
- A fee will be assessed if college equipment or materials are utilized.

7) Cutting Hall, El Rito Campus

- A fee of \$100.00 per hour.
- A separate fee of \$50.00 per hour for rehearsal, setup, and set strike time.
- Additional fees, at an established hourly rate, will be assessed for extraordinary staff time.
- A fee will be assessed if college equipment or materials are utilized.

8) Old Gymnasium, El Rito Campus

- A fee of \$50.00 per hour.
- An additional setup fee of \$50.00 shall be assessed.
- A fee will be assessed if college equipment or materials are utilized.
- Additional fees, at an established hourly rate, will be assessed for extraordinary staff time.

9) Boardroom, El Rito Campus

- A fee of \$25.00 per hour.
- An additional setup fee of \$50.00 shall be assessed.
- A fee will be assessed if college equipment or materials are utilized.
- Additional fees, at an established hourly rate, will be assessed for extraordinary staff time.

### **2.3. Liability Assurance**

The College may require each organization renting facilities to purchase a liability insurance policy. Entities renting Northern facilities must provide satisfactory proof of current insurance in amounts equal to or exceeding the limits prescribed by the Tort Claims Act at the time of rental. The amount of the policy will be determined according to the facility utilized and the nature of the activity.

Each event will be required to have at least one bonded security guard employed by the sponsoring organization.

### **2.4. Implementation**

Annually, the Chief Finance Officer of the College shall conduct a study of costs associated with the management of facilities and recommend changes in policy, fees, and rental rates to the Board of Regents. This policy shall become effective upon adoption by the Board of Regents.

## **3. Procedures**

Requests for the use of facilities shall be submitted in writing to the Director of Continuing Education/ Community Services at least three weeks in advance of scheduled events and specify the following:

1. Facility to be used
2. Date(s) and time(s) of use
3. Description of event
4. Number of participants
5. Security to be provided/requested
6. Assurances of liability
7. Traffic control and parking arrangements
8. Name of requesting entity and name(s) of individual(s) authorized to negotiate on behalf of the requesting entity

The director of continuing Education/Community services will determine the availability of the facilities and coordinate with affected college offices. If the director determines that facilities should be rented, a written agreement in triplicate shall be executed and forwarded to the President with a recommendation for approval. The agreement shall be forwarded to the President at least two weeks before the scheduled event.

Approval of the use of the facility and resulting assessment of fees will be at the discretion of the President. Denial of the facility use request will be communicated in

writing by the President to the director of continuing Education/Community Services and the requesting organization.

Upon approval of the use of facilities, one copy of the contract with original signatures shall be filed in the Business Office of the College, one copy shall be retained by the requesting entity and the third copy shall be retained by the Office of Continuing Education/Community Services.

Billing for assessed fees shall be the responsibility of the Business Office which shall maintain an accurate accounting of revenues generated under this policy and expenses associated with rental of facilities.

Rental fees are payable to the College within thirty days after the date of the event. A security/damage deposit is payable upon acceptance of the written agreement.

The director of Continuing Education/Community Services shall be responsible for coordinating college staff resources using the existing administrative structure.

The director of the Business Office shall be responsible for the billing of rental agreements.

The registrar, media specialist, student activities director, director of plant and maintenance, and the director of the El Rito Campus shall assist in the implementation of this policy.

- 1) Upon acceptance of the written agreement for facilities use, the requesting entity shall submit a security/damage deposit equal to 10 percent of the total rental fee. This amount will be credited to the amount due the College unless it is 'used to compensate the College for expenses incurred in the recovering damages or extraordinary costs associated with facility rental.
- 2) No food or beverages of any kind will be permitted to be brought into the College by the Sponsor, or the Sponsor's guest or invitees, provided that the Sponsor may contract with the College for food and beverage services. Alcoholic beverages are not permitted on the campus and smoking is not permitted in the classrooms, auditoriums, or gymnasiums.
- 3) All decorations must meet with the approval of the Espanola Fire Department and the College and all decorations and other props furnished by the Sponsor must be removed by the Sponsor within 48 hours of the final performance.
- 4) The Sponsor, its guests, and invitees shall not be permitted on stage or backstage in the auditorium, in the Center for the Arts and Cutting Hall, excepting only performers and technical staff.

- 5) Performance of this agreement is contingent upon the ability of the College to complete the same and is subject to labor troubles, disputes or strikes, accidents, government (federal, state, or municipal) requisitions, restrictions upon travel, transportation, foods, beverages, or supplies and other causes whether enumerated herein or not beyond the control of the College preventing or interfering with the performance of this agreement. In no event shall the College be liable for loss of profit or other similar or dissimilar collateral or consequential damages whether based on breach of contract, warranty or otherwise.
- 6) The Sponsor undertakes to conduct the event in an orderly manner, in full compliance with applicable laws, regulations, and College rules. The Sponsor assumes full responsibility for the conduct of all persons in attendance and for any damage done to any part of the College's premises during any time such premises are under the control of the Sponsor, or the Sponsor's agent's invitees, employees, or independent contractors employed by the Sponsor. The Sponsor hereby indemnifies and holds harmless the College against any claims, liabilities, or costs (including reasonable attorney's fees and whether because of personal injury or death or property damage or otherwise) arising out of or connected with the function or event or this agreement caused or connected with the function or event or this agreement caused or contributed to be the negligence of the Sponsor, or any guest, invitee or agent of the Sponsor or any independent contractor hired by the Sponsor. Upon the request of College, the Sponsor shall procure and maintain at its expense, policies of insurance, in such amounts as established by the New Mexico Tort Claims Act, upon such terms and with such responsible insurance companies as shall be satisfactory to the College, including comprehensive general liability coverage (with a specific endorsement acknowledging the insuring of the contractual abilities assumed by the Sponsor upon this section), and such worker's compensation, employer's liability and automobile liability coverage as may be required by the. College Certificates of the insurance of each such policy shall be delivered to the College at least three (3) days before the event. Each such policy shall name the Northern New Mexico Community College as additional insured.
- 7) A Sponsor renting the auditorium or gymnasium: shall provide ushers and all Sponsors shall assist with parking lot security.
- 8) The seating capacity in the auditoriums at the Espanola and El Rito facilities is 352 and 150, respectively. The seating capacity in Grant Gymnasium is 500. In the Espanola Gymnasium, the seating capacity is 1,850. The number of persons (seating or standing) shall not exceed the aforementioned seating capacity limitation; further, all tickets must bear on their face the name of the location of the event, and concerning all events open to the public for which an admission is

charged, the first thirty (30) numbered tickets must be stamped "Complimentary" and delivered to the College for its use at least five (5) days before the event.

- 9) Each event will be required to have at least one bonded security guard Employed by the sponsoring organization.
- 10) The College will not assume any responsibility for the damage or loss of any merchandise or article left in the College before, during, or following the function or event.