

## FACILITY USAGE AGREEMENT

### ORGANIZATION/COMPANY/PERSONAL INFORMATION (“LESSEE”)

ORGANIZATION/COMPANY NAME: \_\_\_\_\_

NAME OF REPRESENTATIVE: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_ PHONE: \_\_\_\_\_

FAX: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

**\*\*THIS INFORMATION IS REQUIRED FOR STATE REPORTING\*\***

TYPE OF INDUSTRY: \_\_\_\_\_

(Example: Oil & Gas, Transportation, Construction, etc.)

#### ENTITY SIZE:

- UNDER 25 EMPLOYEES     25-50 EMPLOYEES     51-100 EMPLOYEES  
 101-250 EMPLOYEEES     251 AND MORE

NAME OF MEETING/EVENT: \_\_\_\_\_

TYPE OF FUNCTION:     MEETING     TRAINING     OTHER

IF FOR TRAINING PURPOSES, WHO WILL TEACH THE COURSE?     NMJC     “IN-HOUSE”     OUTSIDE INSTRUCTOR

IF YOU PLAN TO USE AN OUTSIDE INSTRUCTOR, PLEASE IDENTIFY: \_\_\_\_\_

IF FOR TRAINING PURPOSES, WHAT TOPICS WILL BE COVERED? \_\_\_\_\_

AUDIENCE:     CURRENT EMPLOYEES     CUSTOMERS/CLIENTS     POTENTIAL CUSTOMERS/CLIENTS  
                   OTHER

DO YOU PLAN ON BRINGING IN FOOD/BEVERAGES FOR YOUR EVENT?     Yes     No (If YES, please see PAGE 2)

DATE(S) OF EVENT: \_\_\_\_\_

EVENT START & END TIME(S): \_\_\_\_\_

MAXIMUM NUMBER OF ATTENDEES: \_\_\_\_\_ ROOM RESERVATION TIME: \_\_\_\_\_

#### FACILITY USAGE FEES:

LARRY HANNA TRAINING AND OUTREACH FACILITY: (REFER TO THE ROOMS AND RATES FORM FOR ROOM INFORMATION)

LARGE TRAINING ROOM\*     \$199.00/FULL DAY     \$119.00/HALF DAY

SMALL TRAINING ROOM\*     \$159.00/FULL DAY     \$99.00/HALF DAY

LARGE CONFERENCE ROOM     \$109.00/FULL DAY     \$59.00/HALF DAY

\*Laptop Computers are available upon request. \$15.00 charge per each laptop, per day.

\*Conference Phone are available upon request. \$20.00 charge per day.

INDUSTRIAL TRAINING ROOM     \$159.00/FULL DAY     \$99.00/HALF DAY

HIGH BAY TRAINING ROOM     \$179.00/FULL DAY     \$79.00/HALF DAY

#### NMJC CAMPUS: (NOT INCLUDING THE TRAINING AND OUTREACH FACILITY)

CLASSROOM     \$60.00/FULL DAY     \$30.00/HALF DAY

LECTURE HALL     \$70.00/FULL DAY     \$35.00/HALF DAY

CAFETERIA (Only during summer hours)     \$130.00/FULL DAY     \$65.00/HALF DAY

CASTER ACTIVITY CENTER (GYM)     \$300.00/FULL DAY     \$150.00/HALF DAY

\*Any facility rental requests in Caster Activity Center must go through Athletic Department. Please email [dclark@nmjc.edu](mailto:dclark@nmjc.edu) or call 575-492-2741.

**FULL DAY RATES APPLY TO EVENTS LASTING MORE THAN 4 HOURS. HALF DAY RATES APPLY FOR EVENTS UP TO 4 HOURS.**

## **TYPE OF ORGANIZATION:**

- **Non-Profits Organization:** Eligible to receive a 50% discount on the facility fee only but must provide a copy of the 501 C3 Tax- exempt form
- **Educational Institutions:** Eligible to have the facility fee waived only
- **Government Entities:** Eligible to have the facility fee waived only

## **Food & Drink**

- Food and/or drinks should be limited to the room that was reserved with prior approval of the Coordinator of Facilities Scheduling.
- Anyone reserving a room in the Training & Outreach Facility is responsible for cleaning up after the event. Failure to meet this request, NMJC reserves the right to bill the lessee an additional \$75 charge for cleaning services that will need to be provided and lessee may not be granted future use of NMJC facilities.
- NMJC has food and beverage services available through **Sodexo**. However, lessee must make those arrangements separately from this facility usage agreement. **Sodexo** can be reached by calling 575-492-2586 or by email [sodexo@nmjc.edu](mailto:sodexo@nmjc.edu). Please allow ample time when scheduling - a week to 10 days is usually sufficient. However, you should book your event as far in advance as possible. Catering services cannot be guaranteed with less than 72 hours' notice.
  - If the event is privately catered, the catering must furnish all equipment (i.e. dishes, utensils, table cloths, etc.) and remove all items immediately after the event. Storing of catering equipment is not permitted.

OTHER ROOM SETUPS ARE AVAILABLE AND THE NUMBER OF PEOPLE PER ROOM MAY BE FLEXIBLE. FOR MORE INFORMATION CONTACT THE NMJC COORDINATOR OF FACILITY SCHEDULING AT 575.492.4717.

**\*\*\*PLEASE READ AND SIGN PAGE 3 OF THIS AGREEMENT AND RETURN TO THE NMJC FACILITY SCHEDULING COORDINATOR. \*\*\*\***

## **Terms and Conditions**

Lessee further agrees to the following conditions as a part of the consideration for leasing said facility(ies) from NMJC:

### **The Agreement**

1. Lessee shall not enter, occupy or use any leased facility(ies) until the time(s) and date(s) specified in this Agreement. Lessee is responsible for the conduct of all persons attending the event which is the subject of this Agreement.
2. Facility Requests for Training Seminars must be approved in writing by NMJC Workforce Development Staff, and Lessee agrees that NMJC Workforce Development trainers have the first option to conduct such Training Seminars if qualified personnel are available to conduct such training.
3. This Agreement is not binding on NMJC and the facility rental is not confirmed until this Agreement has been signed and delivered to the Office of Facility Scheduling. This Agreement must be signed and dated on behalf of Lessee by an adult, 21 years or older with authority to bind Lessee, and countersigned by the NMJC Vice President of Training and Outreach or designee.
4. Lessee agrees to pay when due all Facility Rental Fees and to abide by all applicable policies of NMJC.
5. The facilities shall be used for only the purposes disclosed on page 1 of this Agreement and for no other purpose without prior written consent of NMJC. If Lessee misrepresents the intended use of any facility, or violates the terms and conditions of this Agreement or NMJC policies such as those regarding alcohol, safety, or other applicable rules, Lessee may be barred from future use of any NMJC facilities, in the sole discretion of NMJC.
6. A written room layout request must be provided to the NMJC Coordinator of Facility Scheduling at least five (5) business days before the event.
7. Lessee shall remit the full balance due for all charges within 30 days of invoicing by NMJC.

### **Liability and Indemnification**

8. Lessee shall be solely responsible for, and agrees to repair, replace and pay all damages to NMJC property arising out of Lessee's use of the subject facility(ies) regardless of whether such damages may be covered by insurance policies maintained by NMJC.
9. NMJC does not assume any liability for any property of Lessee or its attendees that is lost, stolen or damaged while on NMJC premises, or for personal injuries sustained by any person during Lessee's use of the premises.
10. Lessee agrees to indemnify, defend and hold harmless NMJC, its Board of Trustees, its officers, employees, volunteers and agents, against any and all claims, damages, expenses (including reasonable attorneys' fees), losses and suits of any manner which arise out of this Agreement or out of Lessee's use of, or presence at NMJC facilities pursuant to this Agreement, including but not limited to, all claims for personal injuries or property loss suffered by any person. For purposes of this paragraph, the term Lessee shall include Lessee's agents, employees, officers, volunteers and all attendees at the subject event.
11. Lessee shall keep in force, at all times relevant hereto, general liability and bodily injury insurance from companies reasonably satisfactory to NMJC, in amounts of \$1,000,000 for each person and each occurrence, and property damage insurance in amounts of \$1,000,000 for each occurrence and aggregate total limits of not less than \$2,000,000. Lessee agrees to furnish Certificates of Insurance for the insurance coverage required herein and naming NMJC as an additional insured at least two business days before the subject event begins.

### **Facilities and Equipment**

12. Lessee agrees to inspect the leased facility(ies) prior to, or upon arrival and to immediately report any damages or issues regarding the safety or cleanliness of the facility(ies). Lessee's failure to report any issues prior to its event shall be deemed certification that Lessee examined the facilities and found them to be in good repair, and in a safe and clean condition. Lessee agrees to surrender the premises in as good and safe condition as they were at the commencement of this Lease. Lessee shall vacate the facility at the time(s) and date(s) indicated or Lessee will be charged a \$25 per hour penalty fee.
13. No NMJC property may be removed from any facility without prior written consent from the NMJC Vice President of Training and Outreach or designee.
14. No alcohol (beer, wine, liquor, etc.), illegal drugs, weapons (firearms, knives, etc.), explosives, and hazardous or other dangerous materials of any kind shall be brought to, or consumed upon, the premises, or be in the possession of any attendee. Violation of this provision shall result in the immediate termination of this Agreement, the revocation of all rights hereunder and the forfeiture of all fees.
15. Lessee and its attendees shall comply with all applicable laws and regulations while on NMJC grounds. Lessee shall notify appropriate law enforcement officials of any violation of such laws or regulations, and NMJC reserves the right to report any violations. NMJC also reserves the right to enter the leased facility(ies) at any time for purposes of inspecting the facility(ies) and determining compliance with the terms of this Agreement.

16. Lessee shall not exceed the maximum Fire Code Occupancy in furtherance of the safety and security of all persons. Lessee shall notify NMJC of the maximum number of attendees as part of its facility request. Fines resulting from violation of this code will be the sole responsibility of Lessee.

**Cancellation**

- 17. Lessee may cancel this Agreement by delivering written notice to Coordinator of Facility Scheduling at least two business days prior to the scheduled room reservation time. If Lessee timely cancels this Agreement, Lessee will not be liable for the applicable rental fee and any deposit paid by Lessee will be refunded.
- 18. If Lessee cancels less than two business days prior to the scheduled room reservation time, Lessee shall be responsible for paying the full rental fee even if the scheduled event does not take place.
- 19. NMJC reserves the right to cancel this Agreement at any time prior to or during the scheduled room reservation time in accordance with NMJC policies governing the evacuation or closure of its campus for weather, security or other reasons. In the event of such a cancellation, NMJC's liability shall be limited solely to the return of any deposit paid by Lessee. Notice of cancellation will be made by phone to Lessee's representative named on page 1.
- 20. If NMJC experiences a Campus Closure due inclement weather, all events will be delayed or cancelled. Should there be a delay or Campus Closure, Lessee will have the option to reschedule for a later date or obtain a refund.

**Disclaimers**

- 21. NMJC reserves the right to prohibit activities or functions which violate any applicable laws or policies regarding the use of NMJC-owned facilities or are inconsistent with, or contrary to the values and educational mission of NMJC.
- 22. All information requested must be provided and the form completed in its entirety before a request will be considered. Initial room assignments are made based upon availability at the time the Agreement is fully executed.
- 23. NMJC reserves the right to change facility assignments based on scheduling conflicts that may develop with subsequently scheduled activities which are associated with the educational mission of NMJC.

I acknowledge that I have read and agree to the above Terms and Conditions

**FOR OFFICE USE ONLY**

_____ Signature of Lessee/Department Representative	_____ Date
_____ Signature of NMJC Vice President of Workforce Development	_____ Date
_____ Signature of Facility Scheduling Coordinator	_____ Date

Total Facility Fee: \_\_\_\_\_

APPROVE REQUEST: YES NO DATE: \_\_\_\_\_

DEPOSIT PAID? \_\_\_\_\_ AMOUNT: \_\_\_\_\_

INSURANCE REQUIRED: YES NO Cert. Provided: \_\_\_\_\_

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