

NEW MEXICO TECH

New Mexico Institute of Mining and Technology Conference Rental Usage Agreement

GENERAL

This agreement is entered between New Mexico Institute of Mining and Technology, Socorro, New Mexico 87801, hereinafter referred to as "New Mexico Tech," and **XXXXXX** hereinafter referred to as "Group." New Mexico Tech agrees to provide facilities and services as listed below, and the Group agrees to compensate New Mexico Tech for those facilities and services in accordance with the terms and conditions outlined in this agreement.

GROUP INFORMATION

Group Name _____

Primary Contact Name _____

Telephone Number _____

Email Address _____

On-Site Contact Name _____

Telephone Number _____

Email Address _____

Financial Contact Name _____

Telephone Number _____

Email Address _____

Technical Contact Name _____

Telephone Number _____

Email Address _____

Group Address _____

Arrival Date: _____ Departure Date: _____

NMT Internal Account Number _____

Date Deposit Received _____

GROUP RESPONSIBILITIES

The Group will provide a Certificate of Liability Insurance identifying NMT as the an Additional Insured Holder; this will need to be either mailed to New Mexico Tech Conference Services, c/o Macey Center, 801 Leroy Place, Socorro, NM 87801 or emailed to conferences@nmt.edu.

The Group must complete the NMT Activity and Special Event Request Form - [NMT Special Event Form](#) at least 45 days prior to the event start date.

The Group must provide New Mexico Tech with a data sheet that identifies conference/event staff and attendees including information such as address, phone number, email, conference/event attended and dates of participation both 45 days prior to the conference start date. The Group must also provide a secondary data sheet with modifications upon check out.

CONTRACT

Action of New Mexico Tech initiating this contract constitutes an offer to enter into agreement on the terms herein contained, but unless said agreement is signed by the Group and returned on or before **XXXXX** to Conference Services Macey Conference Center, 801 Leroy Place, Socorro, NM 87801 or conferences@nmt.edu, this offer may be automatically withdrawn without notice, and this contract and its addenda shall be null and void.

Failure on the part of the Group to meet all deadlines may prevent New Mexico Tech from fulfilling its obligations as outlined in this agreement and may result in additional charges as specified in this contract. The Group shall direct all requests and inquiries to New Mexico Tech Conference Services; conferences@nmt.edu or 575-835-5342.

DOCUMENTATION & PROCESSING

Contract. Agreement between New Mexico Tech and the Group. This agreement will need to be completed, reviewed, signed and returned by the Group to New Mexico Tech Conference Services conferences@nmt.edu in order to confirm the reservation of space. This agreement will need to be received at least **45 days** prior to the event start date otherwise the agreement is canceled.

Confirmation –Exhibit A. Cost estimate sheet that describes in detail requirements of Group with associated costs for the requirements. This document needs to be initialed and returned by the Group to New Mexico Tech Conference Services conferences@nmt.edu in order to confirm the requirements and associated costs of the Group.

FINANCIAL PROCESSING

Reservation Deposit. New Mexico Tech Conference Services requires a deposit to guarantee the payment of expenses. The amount of the deposit will be 50% of the estimated cost of the reservation and is due with the signed contract at the time of booking or at least **45 days** prior to the event start date. **If the deposit is not received on time, the agreement will be canceled.** If the Group provides notice of cancellation of 30 days or more, up to 50% of the deposit may be refunded.

Payments. New Mexico Tech must receive payment of the remaining 50% of the estimated cost upon arrival to campus. All fees are to be paid by mail, in person, by phone during regular business hours, Monday through Friday from 8:00 AM to 5:00 PM. Payments should be made payable to New Mexico Tech in the form of cash, check, money order, Visa or MasterCard.

Damages and Supplemental Invoices. When necessary, supplemental invoices (for additional services incurred by the Group) will be forwarded to the Group if charges are received after initial billing has been sent. The supplemental invoice will be due 10 days from invoice date.

The User shall be responsible and will be invoiced for any damage to New Mexico Tech facilities beyond ordinary wear and tear. Determination of the amount of such damage shall be within the sole jurisdiction of New Mexico Tech and payment for such damage will be due within 10 days from invoice date.

Failure To Pay: The Group agrees that if it fails to pay the charges or any part of this Contract, or if the Group violates any other provisions of this Contract, all remaining obligations of New Mexico Tech under this Contract shall, at the opinion of New Mexico Tech, cease and be terminated upon written notice mailed to the last known address of the Group. If the Group has any amounts outstanding, advance reservations for conferences/events will not be honored until a zero balance appears on the Group's account. In addition, the Group is financially responsible for all collection costs, including attorney fees.

CANCELLATION

This agreement may be canceled at any time by giving the other party ten (10) days written notice of such cancellation. The reservation deposit is non-refundable. In the event of cancellation by New Mexico Tech internal user, the internal user agrees to pay New Mexico Tech all costs incurred prior to notice of cancellation.

In the event that New Mexico Tech is unable to provide part or all of the facilities or services specified in this Contract, as set forth above, New Mexico Tech shall give prompt notice to The Group of said unavailability.

In the event that the performance of any covenant (s) of this contract shall be prevented by an act of God, physical inability, acts or regulations of public authorities or strike, civil tumult, war, epidemic, interruption of transportation or any other proven cause beyond their control, New Mexico Tech and Group shall respectively be relieved of their obligations stated in this contract.

LODGING

Accommodations: New Mexico Tech agrees to provide lodging for up to **XXX** people.

Room assignments: Guest lists must be completed by the Group and submitted to New Mexico Tech in typed format no later than 45 days prior to arrival. This is to facilitate check-in procedures and ensure that problems can be evaluated before guests arrive. New Mexico Tech has the right to make changes to room assignments, if required, and will notify the group if such changes occur.

Charges: Room charges are per person, per night. The charges for facilities are subject to a guaranteed guest list and room-count and shall be as follows. The pod style apartments can be reserved for conference support staff.

Lodging	Without linen	With Linen
Standard Double	\$30.00	\$45.00
Standard Single	\$40.00	\$55.00
Apartment Pod	\$50.00	\$65.00

Cancellations and no-shows: To avoid charges for unused rooms and linen, please make any changes to the guest list no later than 48 hours prior to your arrival. The Group will be charged, based on the room type reserved, one nights' charge for each room not canceled more than 48 hours in advance. If a room has been reserved as a double and only one guest arrives, the room will be charged at a single rate.

Checking in and out:

Check-in location: **Residential Life Office 2nd Floor Fidel Center**

Check-out location: **Residential Life Office 2nd Floor Fidel Center**

New Mexico Tech schedules check-in time for all guests of the Group at **12pm** on the arrival date listed above. The Group may arrive earlier than check-in time and proceed with scheduled activities; however, rooms and keys will not be available to guests until check-in time.

New Mexico Tech schedules check-out time for all guests of the group at **2 pm.** on the departure date listed above. In order to accommodate all groups, New Mexico Tech requests that all rooms be vacated by check-out time so cleaning crews can prepare rooms for incoming groups. The Group will be charged an

additional night's room charge for each room not cleared by the check-out time. Rooms must be left in the same condition they were in at check-in time.

Room keys: Only New Mexico Tech staff will check room keys out and in. There will be a maximum of 1 key per single room and 2 keys per double room. The Group will be responsible for the keys checked out by guests. Guests are lodged in facilities with electronic locks that use key cards. The Group will be charged for lost keys/keys not returned: \$1.50 for each key card, \$50.00 for each proxy key, and \$100.00 for each metal key.

Linens: If chosen, linens will be distributed to all rooms who have requested it, provided that the list of requesters is received by New Mexico Tech no later than 45 days prior to the arrival date stated above. If a request list is not received, linens will not be distributed and guests will be responsible for obtaining their linens from a conference representative upon arrival.

Neither daily maid service nor linen service is provided. Complimentary washers and dryers are located in all residence halls.

Personal property: New Mexico Tech is not responsible for items left in rooms during guests' stay or after check out.

FACILITY SPACE & EQUIPMENT

Room rental fees are based upon one set-up per room per day. Additional set-up charges will result in additional fees equal to half the facility rental rate.

New Mexico Tech reserves the right to relocate the event to equivalent or upgraded facilities when circumstances necessitate a change.

New Mexico Tech will provide the set-up and take-down service for meeting space (s) as listed in the Addendum. The Group will submit a diagram of facility set-ups if required by the New Mexico Tech facility being used 45 days prior to arrival.

The Group agrees to contact New Mexico Tech key personnel for the location of the event 45 days or more prior to the event to discuss set up arrangements. Verification of the responsible party at the actual event is required. Only through this party will all requests, changes, or concerns be addressed on the date of the event. The setup arrangements and Food Service final guarantee must be finalized no less than 45 business days prior to the first day of the event. After that date, any additions, changes, or deletions to setup arrangements will be at the discretion of New Mexico Tech and are subject to additional charges and the availability of staff.

A final agenda, or official program, is to be submitted to New Mexico Tech immediately upon its availability, but no later than 45 days prior to the first day of the event.

It is the Group's responsibility to comply with the Americans with Disabilities Act in conducting this program. If assistance is needed with compliance, New Mexico Tech will attempt to accommodate all reasonable requests with a minimum of 45 days notice. Any additional expenses must be borne by the Group.

Costs listed in the Confirmation Exhibit A for facility space and equipment are the expected charges based on described services. Actual charges to the Group may vary if labor charges result from additional/modified set-ups and or take-down, additional services are requested, or damages occur.

Outdoor Users. All requests for outdoor facility use must be approved by the appropriate personnel, including the Director of Macey Center, the Director of Golf, the Golf Course Superintendent and/or the Director of Physical Recreation & Wellbeing. New Mexico Tech reserves the right to cancel any event reservation if notice of such cancellation is given to the User at least 10 days in advance of the scheduled event.

Outdoor events may be held on the golf course provided they do not interfere with normal course of play or regular maintenance of the course and permission of said event has been approved by the Director of Golf. Additional fees do apply for events held on the golf course and any damages will be invoiced and collected after assessment has been made.

FOOD SERVICE & CATERING

Other than scheduled dining room meals, all food service, menu planning, and catering arrangements will be made directly with NMT Dining Services. According to the contract between Compass and New Mexico Tech, all food consumed on campus by conference groups must be purchased through NMT Dining Services unless other arrangements are made by the Group with the consultation from the Executive Director of Auxiliary Services and the Director of NMT Dining Services.

Catering Meal Rates: The charges for catered food services shall be as quoted based on requested food items and delivery. A courtesy copy of the arrangements must be provided to the New Mexico Tech facility being utilized for the event. A final guarantee for numbers is due **45 days** prior to arrival.

Catering events may not be substituted for dining hall meals.

Catering. Catering for any function held on the New Mexico Tech campus is to be provided by NMT Dining Services, New Mexico Tech's on-campus dining

provider. All catering arrangements will be made with the catering director, including but not limited to: tablecloths, food selections, morning and afternoon break service, type of flatware, etc. The catering phone number is 575-835-6174 and the associated email is catering@nmt.edu. On-campus Groups must supply NMT Dining Services with an index/fund and account number when booking an event. (Note: the 730001 account code cannot be charged on restricted fund accounts per OMB restrictions; thus, an unrestricted account number must be provided in these cases.) Off-campus Groups must sign and return the catering contract to the NMT Dining Services office with a fifty (50%) percent deposit at the time of booking. The remaining fifty (50%) percent is due twenty-four (24) hours prior to the event. Groups will be billed for the minimum guaranteed number, regardless of whether food is eaten or not. ***The invoice for food service other than dining room meals will be billed separate from the New Mexico Tech conference/event invoice.***

Dining Room Meal Rates:

The negotiated conference meal rates are as follows:

Breakfast	\$9.00
Lunch	\$10.00
Dinner	\$11.00

If meal times are different from the standard times below, they must be noted here.

Meal Times: The following are the standard meal times for conferences unless prior arrangements have been made and noted above.

<i>Monday – Friday</i>		<i>Saturday & Sunday</i>
Breakfast	7:00am to 10:00am	Brunch
Lunch	11:30am to 2:00pm	11:30am to 2:00pm
Dinner	4:30pm to 7:30pm	4:30pm to 7:30pm

Meals taken by participants outside of your conference meal times will be available only on a cash basis and are subject to availability.

ALCOHOLIC BEVERAGE SERVICE

Liquor service is available at Macey Conference Center and NMT Golf Course and can be contracted for a variety of events. Please contact the Macey Center management office at 575-835-6545 or the Golf Course at 575-835-5335 for additional details and costs.

Hours. Liquor service will only be provided during authorized hours (Liquor Control Act Section 60-7A-1) which are as follows:

Monday 7:00am-12:00am midnight

Tuesday 7:00am-2:00am (next day)
Wednesday 7:00am-2:00am (next day)
Thursday 7:00am-2:00am (next day)
Friday 7:00am-2:00am (next day)
Saturday 7:00am-2:00am (next day)
Sunday 12:00pm noon-12:00am midnight

New Mexico Tech is governed by the New Mexico Nonprofit Corporation Act, Section 53-8-31, and regulated by the New Mexico Gambling and Liquor Control Act; Section 60-7A-30.

Other Pertinent Regulations.

1. It is illegal to bring alcoholic beverages of any kind onto the premises including parking areas for consumption and/or distribution.
2. New Mexico Tech will not sell, serve, procure or aid in the procurement of alcoholic beverages to an intoxicated person if the licensee knows or has reason to know that the person is obviously intoxicated.
3. New Mexico Tech will not allow any person to have more than two unconsumed alcoholic beverage drinks at any one time.
4. New Mexico Tech will not provide a person with an open container of an alcoholic beverage for consumption off the premises or permit removal of an open container from the premises.
5. New Mexico Tech will not allow anyone to remove an open container of an alcoholic beverage from a licensed premise.
6. Under no circumstances, may minors purchase, be served, possess or consume alcoholic beverages on premises.

Outdoor Premises. Macey Conference Center has two outdoor areas that have been approved by the state for dispensing of alcohol and they are the North Patio and the Copper Patio. The outdoor patio, pavilion and golf course grounds have been approved by the state for the dispensing of alcohol.

DAMAGES

The Group agrees that all participants are under the direct and complete supervision and control of the Group. As such, the Group is liable for all damages/losses resulting from participant utilization of the facilities and services provided by New Mexico Tech.

In addition, the terms and conditions of this Contract do not require New Mexico Tech to relinquish control of its facilities and services to the Group or any of its participants.

Personal Property. New Mexico Tech assumes no responsibility for loss, theft or damage to personal property belonging to the Group or any of the Group's participants. The Group shall indemnify and hold harmless New Mexico Tech, and its offices and employees, against any and all claims for loss, injury, or

damage to persons or property, including claims of employees of the New Mexico Tech or its agents, arising out of activities conducted by the Group or its participants or in the New Mexico Tech buildings, properties, or facilities. Participants who believe they have left personal effects behind may contact the facility directly or contact the New Mexico Tech Campus Police. If the item is found, it may be claimed in person by describing the item (i.e. color, brand name, identifying marks, etc.).

New Mexico Tech assumes no liability whatsoever for any property placed by the Group in New Mexico Tech buildings on the New Mexico Tech properties.

Insurance. The Group shall either provide liability insurance for itself and all of its participants, of which proof of insurance must be on file with the New Mexico Tech and it must also be stated that the insurance provides coverage for all participants while at New Mexico Tech, or require that individuals provide proof of their own such coverage for the duration of subject conference for any and all injuries to its participants. New Mexico Tech is a state operated institution and carries only the necessary liability coverage as required by the state for any claims where New Mexico Tech is found to be negligent. This is due before the conference can be confirmed.

MISCELLANEOUS

Campus Access Fee.

New Mexico Institute of Mining & Technology is a small university providing education in a rural community. In order to maintain and operate facilities effectively certain recovery costs are assessed campus wide to support the continuity of services. The campus access fees allow guests of the university to access computer pods, academic buildings, campus Wi-Fi, the student union building and its associated services, health and wellness facilities, laundry facilities, parking lots and other general use areas. Groups or individuals that choose to stay on campus are required to pay this access fee regardless if the access or service is utilized during their stay.

Security. In cases where the Group requires security, officers with the New Mexico Tech Campus Police are available for hire at the rate of \$35.00 per hour. The New Mexico Tech special event key personnel must be notified 45 days prior to an event if security service will be required. At the discretion of New Mexico Tech, security personnel may be required at certain types of events where damage to the facility or control of those attending the event may pose a problem. Arrangements will be made by New Mexico Tech and the cost will be borne by the Group.

Information System Security. As a General User of New Mexico Tech systems, the Group will be responsible for all activities, including both access and actions,

using devices and digital services and shall respect the intended use of such services. All users are required to sign a New Mexico Tech Information System User Acceptance and Rules of Behavior Form, prior to receiving any New Mexico Tech user account, email account, and password authentication to access New Mexico Tech systems and data. Whenever a digital facility has specific rules and regulations that govern the use of equipment at that site, users shall comply with those rules and regulations governing the use of such digital facilities and equipment in addition to any overarching University policies.

Information System Privacy. Unless there is a legitimate University purpose, the Group shall keep all faculty, student, staff, and patient personally identifiable information in accordance with all applicable federal or state regulation) confidential and shall not transmit or request to receive such information. Examples of sensitive types of data include, but are not limited to Social Security Numbers, Driver's License Numbers, Protected Health Information, Insurance Policy Numbers, Credit Card Numbers, Student ID Numbers, Employee ID Numbers, and Bank Account Numbers.

Layout Changes. The user will be charged a minimum \$50.00 fee for significant layout changes that are requested on the day of the event.

Building Hours. Hours of business operation: Monday-Friday, 8:00 AM to 5:00 PM. As event requires for late evening and weekend events, but no earlier than 8:00 AM and no later than 9:00 PM.

After Hours Charges. Groups/individuals will be charged a minimum of \$75.00 for time beyond the established end time plus an additional \$75.00 per hour and is subject availability of staff.

Cleaning. Cleaning fees will be assessed to large conference groups (200 or more) that require additional service for dinners/parties. Additional cleaning fees also will be assessed for confetti, straw/hay, and excessive waste. These fees will be billed as a direct expense to the group after the event and will range in cost with the base rate of \$26.00 per hour during normal business hours. Excessive waste may include classrooms, dorm rooms, common areas and other facilities. Glitter and rice are not permitted; however, birdseed may be used outdoors.

Promotional Materials and Use of School Name. The Group will not use the name New Mexico Institute of Mining and Technology and/or New Mexico Tech in any advertisement material, brochure, mailer or any similar item in a manner that infers that New Mexico Tech is a sponsor/co-sponsor or in any way affiliated with the user/Group. New Mexico Tech's name may only be used for reference of event location unless written "A New Mexico Tech official has granted approval." The statement "This is not a function of New Mexico Tech" must appear in all newspaper and magazine ads, radio announcements, news releases,

promotional and registration materials publicizing the event. All advertising and promotional materials must list prominently the names and phone numbers of Group contacts for obtaining additional information. New Mexico Tech may not be listed as an informational source.

APPLICABLE LAW & NON-DISCRIMINATION

This Contract shall be governed by the laws of the State of New Mexico. New Mexico Tech requires that all programs and services at New Mexico Tech are available to persons without regard to age, ancestry, color, disability, gender, national origin, race, religion, sexual orientation or veteran status in accordance the Americans with Disabilities Act of 1990, as amended, Section 504 of the Rehabilitation Act of 1973, and Title IX of the Educational Amendments of 1972.

DEFAULT

In the event that New Mexico Tech employs attorneys or incurs other expenses (i.e. cost of collection) it may be deemed necessary to protect or enforce its rights under this agreement. The Group agrees to pay the attorney's fees and expenses so incurred by New Mexico Tech.

CURTAILMENT

In the event that New Mexico Tech's buildings, properties, or facilities shall be destroyed or substantially damaged by fire or other casualty, or in the event other circumstances render this Contract impractical or impossible. The Group shall be obligated to pay the fees herein above stipulated only for those services, activities, and events which shall have occurred prior to said casualty or circumstance. The Group hereby waives any claim for damages or compensation resulting from fire, casualty, or other circumstances causing curtailment of this memorandum.

UNIVERSITY RIGHTS & REGULATIONS

The Group is required to adhere to all New Mexico Tech policies, regulations, guidelines, and all local, state, and federal laws concerning health, safety, and public order. Failure to comply with these regulations may result in forfeiture of the privilege of using New Mexico Tech facilities and services. New Mexico Tech regulations include, but are not limited to the following:

1. Smoking is allowed in designated areas only- 25 feet away from institutional buildings. All individuals will abide by New Mexico law, federal law, and New Mexico Institute of Mining and Technology regulations regarding controlled substances, illegal drugs, alcoholic beverages, etc.
2. Fire and safety code regulations determine maximum seating and room

capacities. Maximum capacity for any facility may not be exceeded under any circumstances.

3. Equipment and furnishings are to be moved by New Mexico Tech employees ONLY and participants may not remove equipment and furnishings from any room for use in any other room or facility.
4. Any false fire alarm caused by, and attributed to, the Group's participants will result in \$150 charge to the Group.
5. The Group shall appoint one (1) person as liaison to communicate instructions and submit requests for ALL arrangements to the New Mexico Tech. The Group agrees that the appointed person shall not leave the campus before all participants have vacated all meeting and residential premises.
6. The contract must be signed by a person authorized by corporate resolution to pay for all charges of event, including damages, if necessary, or be willing to personally guarantee payment for said charges.
7. Male and female guests may share floors but have separate bathroom facilities. There are exceptions for couples sharing a room with a private or semi-private bathroom and for gender neutral bathrooms.
8. At least one (1) fire drill may be planned at the beginning of the summer school session to ensure fire safety.
9. Firearms, weapons, ammunition, fireworks, explosives and highly flammable materials are not allowed within the residence halls or buildings on the grounds.
10. Bicycles, scooters, and roller blades are not allowed in public buildings, student rooms, study rooms, or stairwells.
11. Animals are not allowed in any location in the residence halls, public buildings, or in the dining room with the exception of specially trained service animals.
12. Hot plates or similar appliances are not permitted in rooms nor is any type of cooking allowed in any room except designated kitchen areas.
13. Remodeling or renovating of rooms or furniture, tampering with electrical or mechanical fixtures in the rooms, placement of antennas or radios, televisions, etc. out of the windows, removal of or addition of furniture is prohibited.

14. Attaching any object to any premise of the New Mexico Institute of Mining and Technology by nail, screw, or alteration of the premises in any manner whatsoever is prohibited.
15. Parking in the service or fire lanes adjacent to the residence halls and public buildings is not permitted. Vehicles will be ticketed or towed at owner's expense.
16. Tampering with or removal of windows or window screens from any part of any building is not allowed. Missing and/or damaged window screens will be charged to The Group.
17. Tampering with the fire system, smoke detectors, or fire fighting equipment is not allowed.
18. Removal of lounge or common area furniture into individual rooms is not permitted.
19. The use and unlocking of common area doors which are to be continuously locked or locked at specific periods of time is not allowed. External locks including front doors of residence halls are to be kept locked at all times, if and when specified.
20. Gambling or solicitation in any form is not permitted.

Every attempt will be made to notify the Group of any and all necessary work and/or maintenance that will be carried out in the Center prior to such work. In an attempt to keep the buildings safe and comfortable, New Mexico Tech's personnel reserves the right to:

1. Enter any room for the purpose of inspection, repair, or emergency.
2. Enter all related buildings for the purpose of janitorial and cleaning maintenance.
3. Reassign Groups, after timely notification, in order to accomplish necessary repairs and renovation of building.
4. Revoke utilization of any of its buildings of any Group whose conduct, solely in the opinion of New Mexico Tech, becomes disruptive, injurious, or potentially injurious to the community.

If New Mexico Tech feels that the health, welfare or safety of its patrons is compromised OR if New Mexico Tech feels that the integrity or image of New Mexico Tech is compromised:

New Mexico Tech retains the following rights:

Special Event Rental Use Agreement
2023

The right to require the group or any of its participants to leave the premises.

The right to cancel the event.

The right to relocate the event.

The right to amend the negotiated contract

The right to cancel or terminate this agreement without liability if the group does not comply with any state or federal requirements.

PARENTAL RELEASE

The Group agrees that every minor child, unaccompanied by a parent, shall present to the Group prior to arrival:

A medical release for hospital treatment or treatment by a physician, signed by one or both of the child's parents, to allow for treatment should accident or injury occur. The Group shall be responsible for such treatment efforts including transportation to and from local medical facilities. With this parental release, the Group also accepts all responsibility for the actions of such minors while in New Mexico Tech buildings or properties.

Parental or guardian permission slip for the minor child to make the trip.

In addition, the Group is required to conduct background checks on its staff (paid or volunteer) who work directly with minor program participants. The Group is responsible for conducting and maintaining those background checks and the appropriate training.

TIME LIMIT

This Contract is not binding unless countersigned by New Mexico Tech. New Mexico Tech will honor its terms, the rates for charges and the availability of facilities and services for thirty (30) days from the date of mailing this Contract to its receipt back signed by the Group. After that it will be subject to change and availability.

SIGNATURES

By signing this Agreement, I/we confirm my understanding and agreement of the provisions herein and verify that I am authorized to pay for all charges of events including damages. I/we, the undersigned, enter into this agreement, as witnessed by the signatures below:

Group Representative

(Signature and Date)

NMT Conference Director

(Signature and Date)

New Mexico Tech (VP SL)

(Signature and Date)

New Mexico Tech (VP Admin & Finance)

(Signature and Date)

NEW MEXICO TECH

APPENDICES & EXHIBITS

Appendix of Additional New Mexico Tech Rates and Expectations

New Mexico Tech Key Personnel

Housing & Residential Life Summer Conferences Rates & Expectations

Recreation Rental Rate Sheet

Swim Center Facility Rental Form

Academic Center for Technology Statement of Operating Procedures

NMT ITC Information Privacy & Security Rules of Behavior & Acceptable Use Form

Exhibit A

Conference Estimate/Confirmation

NEW MEXICO TECH

KEY PERSONNEL

Campus Police

575-835-5434

Conference Services

On Call Support:

575-XXX-XXXX

conferences@nmt.edu

Conference Services

Director, Gloria Gutierrez-Anaya

575-835-6545

gloria.gutierrez-anaya@nmt.edu

Housing & Residential Life

Director, Tyler Melvin

575-835-5270

tyler.melvin@nmt.edu

NMT Dining Services

575-835-6174

catering@nmt.edu

ITC

575-835-5700

help@nmt.edu

Macey Conference and Performing Arts Center/Fidel Center Ballrooms

Director, Gloria Gutierrez-Anaya

575-835-6545

gloria.gutierrez-anaya@nmt.edu

NMT Golf Course

Director, Sabino Grijalva

575-835-5335

sabino.grijalva@nmt.edu

NMT Recreation & Wellbeing

Director, Melissa Begay

575-835-5120

melissa.begay@nmt.edu



Housing & Residential Life Summer Conferences Rates & Expectations

Housing Rates:

Summer Conferences Housing Rates - Summer 2023	
Double Room	\$30/person/night
Super Single Room	\$40/person/night
Alta Room	\$50/person/night
Linen Packet	\$15/person/pack
Lost/Missing Room Key	\$50/proxy key, \$100/metal key
Lock Out	1st lockout free, 2nd lockout \$10, 3rd+ lockout \$30
Cleaning Fee	\$50/person/room if messy upon checkout
Bed Height Adjustment Fee	\$15/person/bed
Trash Fee	\$35/per bag
Torres MPR Rental Fee	\$50/day

Services that Housing & Residential Life Offers:

1. **Residence Hall/Housing Accommodations:** The residence halls have three different styles as outlined below. To take a virtual tour of the residence halls, please follow this link: https://www.nmt.edu/reslife/our_buildings/index.php
 - **Traditional Style:** 2 persons share a room on a hallway/wing with a community restroom.
 - Torres – Maximum occupancy is 150
 - Driscoll – Maximum occupancy is 49
 - Presidents – Maximum occupancy is 51
 - West – Maximum occupancy is 92

- **Suite Style:** 2 persons share a room connected by a bathroom to the adjacent room. Thus, the 4 persons with a suite share the same bathroom.
 - South – Maximum occupancy is 169
 - Baca – Maximum occupancy is 59
- **Pod Style:** 1 person has their own room in either a 2 person or 4 person unit. The 2 person units have one bathroom that must be shared. The 4 person units have 2 bathrooms that must be shared.
 - Altamirano (Alta) – Alta is only available to professional staff supporting camps/conferences, not camp/conference attendees as Alta is used for Summer School Housing for NMT Students.

**Note: Please note that the Office of Housing & Residential Life is NOT responsible for any camp/conference's occupancy management (i.e., which attendees are placed in which room). All occupancy management efforts are the sole responsible of the camp/conference leadership. Once such information has been determined, a completed roster must be submitted to the Office of Housing & Residential Life at least 3 weeks prior to arriving on campus. Failure to submit a completed roster within 3 weeks of arrival may result in additional fees being assessed.*

2. **Residence Hall Meeting Room Accommodations** (Based on Availability):
 - **Torres Multi-Purpose:** Maximum capacity is 50 persons
 - **Includes:** Tables, chairs, projector, and adjustable screen.
Computer and printing is **NOT** included. However, there is a computer lab with 3 desktop computers and a printer that may be used right outside of the multi-purpose room.
 - **South Computer/Conference Room:** Maximum capacity is 20 persons
 - **Includes:** Tables, chairs, 2 desks, 3 desktop computers, and printer
3. **Linen Accommodations:** Linen packets come with 1 fitted sheet, 1 flat sheet, 1 pillow case, 1 comforter, 2 hand-towels, and 3 regular towels.
4. **Free Laundry Services:** Each residence hall has free laundry services that include high efficiency washers and dryers. Detergents are not provided.
5. **Kitchen/Cooking Accommodations:**
 - **Torres:** Standard kitchen with external access only
 - This space **WILL** be shared with other conferences/summer students
 - **Driscoll:** Standard kitchen with internal access only

- This space **WILL NOT** be shared with other conferences
6. **Room Lockout Services**
 - 1st lockout is free
 - 2nd lockout is \$10
 - 3rd+ lockout is \$30
 7. **Bed Height Adjustments:** The standard bed height for all conferences is approximately 18 inches or the height of a standard chair seat.
 - Bed heights may be adjusted per request at least 4 weeks or 30 days prior to arriving on campus. Failure to meet the 30 day request time will result in a \$15 fee per person for an adjustment.
 8. **24/7 Crisis Support Services for Housing Related Issues:** Please see below for more details

Services that Housing & Residential Life Does NOT Offer:

1. Chaperone/assist in planning camps/conferences
2. Providing non-Housing related services
 - a. Transportation
 - b. Dining services
 - c. Rental of academic classrooms, gym, vehicles, swim center, tables/chairs, and/or special services
3. Conduct rounds and/or monitor the residence halls during a camp/conference's stay
4. Printing services
5. On-campus storage for any reason

Who to Call When You Have A Housing Related Issue:

1. **Conference Assistants (CAs):** Conferences Assistants (CAs) are undergraduate students hired to support you during your stay with the Office of Housing & Residential Life. Each CA is assigned to work in a specific area and will be available to assist you with the following items:
 - a. Lockouts
 - b. Providing extra linens as needed
 - c. Reporting baseline facilities concerns
 - d. Adjusting bed heights as needed
2. **Residential Life Coordinator, Upper-Class Experience (RLC of UCE):** The Residential Life Coordinator of the Upper-Class Experience (RLC of UCE) is a full-time professional staff member who supervises the CAs. If you need support beyond the responsibilities of the CAs, you may contact the RLC of UCE using the following information:
 - **Valerie Thomas – Asst. Director Residential Life**

- **Email:** Valerie.Thomas@nmt.edu
 - **Work Phone:** 575-835-5908
 - **Office Location:** Fidel Student Center 254A
3. **Residential Life Professional Staff On-Call:** The Office of Housing & Residential Life has a 24/7 emergency response hotline/on-call system. All of the professional staff members that work for the Office of Housing & Residential Life serve as part of this on-call system (on a rotating schedule). If you have an emergency, you need immediate assistance, and you **CANNOT** get ahold of a CA and/or the RLC of UCE, you may call the 'Pro Staff On-Call' phone at 575-418-9510.
- a. This number should only be used if there is a true emergency and you cannot get ahold of any other conference services staff to support you.
 - b. This number should not be given to conference participants. This number is only for the professional staff overseeing the conference.
4. **Campus Police:** If you have a non-housing related issues, please contact Campus Police for support. If Campus Police determines that Housing & Residential Life support is needed, Campus Police will contact Housing & Residential Life staff directly. Campus Police can be reached at 575-835-5011.

If you have any further questions or concerns regarding Housing & Residential Life's Conference Services Program, please contact the Office of Housing & Residential Life at 575-835-5900 or residential_life@nmt.edu

Thank you!

Full-Time Professional Staff

Office Housing & Residential Life

New Mexico Tech

801 Leroy Place

Socorro, NM 87801

Office: Fidel 253

Phone: 575.835.5900

Email: residential_life@nmt.edu

Website: <https://www.nmt.edu/reslife/>



NMT Recreation Facilities
EXCLUSIVE USE RATE SHEET
New prices effective January 1, 2023

<i>FACILITY AREA</i>	<i>RATE</i>
East Gym	\$130.00/Day or \$35.00/Hour Does not include floor protection
West Gym	\$160.00/Day or \$45.00/Hour Does not include floor protection
Weight Room	\$250.00/Day or \$50.00/Hour
West Racquetball Court	\$50.00/Day Does not include floor protection
Bouldering Wall	Must talk to Outdoor Recreation Coordinator for pricing scott.roberts@nmt.edu
Room 1	\$55.00/Day or \$20.00/Hour
Athletic Fields	\$350.00/Day for the entire field \$175.00/Day for 1/2 of the field *UTEP \$800.00/day entire field
Turf Court	\$75.00/Day or \$20.00/Hour
Floor Protection	\$90.00/West Gym \$60.00/East Gym
Pool Rental	75-100 People \$200 per hour 51-75 People \$150 per hour 50 People \$100 per hour
Cleaning Fee	\$50.00 If facilities are not found the way they are left

SWIM CENTER FACILITY RENTAL FORM

EVENT INFORMATION

Date Submitted: _____ Date(s) Requested: _____

Time(s) Requested: _____ A.M. or P.M. To: _____ A.M. or P.M.

Event: _____

Organization Name: _____

Phone: _____

Organization Representative: _____

Address: _____

City: _____ Zip: _____

SWIM CENTER RENTAL FEE

\$100/hour (2-lifeguards for 50 swimmers). For 50-74 swimmers, an additional \$25 is required. For 75-99 swimmers, an additional \$50 is required. Providing enough staff will ensure the safety of all swimmers.

Number Expected: _____

Adults: _____

Children: _____

PAYMENT METHOD

Online Payment: NMIMT M-Mountain Mall

(https://secure.touchnet.com/C22533_ustores/web/)

NMT Department: _____ Account Number: _____

Email Address: _____ Phone #: _____

Note: Cancellations must be made 48 hours prior to the event or a late cancellation fee of \$25 will be billed.

SPECIAL REQUESTS (specify any other requests such as lap lanes up or down, umbrellas at picnic tables, etc.)

Submission of a request does not guarantee approval. Do not advertise event until you receive final approval.

Email from:

Melissa Begay (melissa.begay@nmt.edu)

Director, Recreation and Well-Being

575-835-5120 (office) or 575-835-5220 (swim center)

Academic Center for Technology

Statement of Operating Procedures

General

This document aims to outline procedures that the Academic Center for Technology (ACT) operates upon receiving requests from outside organizations and for special requests outside normal operations. ACT provides classroom technology and online learning resources for New Mexico Tech faculty, staff, and students. ACT currently maintains and offers support in 40 Zoom-capable classrooms equipped with the latest teleconferencing equipment. Live streaming events such as commencement, are also managed by ACT.

For more information, please contact act@nmt.edu or call 575-835-6688.

Reservations and Payments

Confirmation. Reservations for rooms are handled by the Registrar's Office. Please contact them at 575-835-5133 or by email at registrar@nmt.edu.

Payments. ACT must receive payment in full 30 days from the invoice date.

Fees and other charges

The basic rental fees give the renter the right to fully use the classroom and fixed equipment within the rules and regulations of NMT use. Labor and special services are billed in addition to the rental fee. Below is a breakdown of our fees.

- General Classroom \$75
- Computer Lab \$100
- General Tech Support \$50/hr per person
- On Call Tech Support \$30/hr employees hourly wage
- Weekend/after-hour
Senior Tech Support \$50/hr per person

Damage to Facility

Any damage caused to the facilities by the renter or renter's patrons will be assessed with estimated costs of repair or cleaning before a final settlement is reached. Damage will be evaluated by our Manager of Instructional Technology, with the renter by way of a post-walk-through of all areas. Damage includes anything requiring unusual cleaning or improper use of the equipment.

Cancellation

Events are to be canceled with a 72-hour notice. It is the renter's responsibility to make sure proper communication has been made with all parties involved. In the event of cancellation, a fee may be applied according to the preparations already made.

All requests for classroom or lab use must be approved by the Registrar's Office. ACT reserves the right to modify room assignments. ACT also reserves the right to cancel any event reservation if notice of such cancellation is given to the user at least 30 days in advance of the scheduled event.

Liability and Other Issues

Liability. ACT is not liable for any loss or damage to property delivered to the premises either prior to, during, or subsequent to the use of the facilities by the user. All items must be removed upon completion of the event. ACT reserves the right to eject any objectionable person or persons from the premises; and neither New Mexico Tech nor any of its affiliates shall be liable to the user for any loss or damages that may be sustained by the user through the exercise by New Mexico Tech/ACT of such right.

Hours. Hours of business operation: Monday-Friday 8:00 AM to 5:00 PM.

After-Hour Charges. Groups/individuals will be charged \$25.00 per half-hour (30 minutes) for ACT personnel and (student employees) time beyond the established closing event time.

Additional charges may apply if other campus groups need to be involved (e.g ITC).

NMT ITC Information Privacy & Security Rules of Behavior & Acceptable Use Form v1.0

Purpose

With this standard NMT intends to assist general information system users in using a particular NMT ITC product, service or application. With the evolving and expanding requirements over sensitive privacy, compliance, and risk related information it is an imperative document that aids you towards being acquainted with your NMT digital services quickly and help you resolve a problem when you need.

NMT General User Role & Responsibilities

As a General User of NMT systems, you will be responsible for all activities, including both access and actions, using devices and digital services and shall respect the intended use of such services.

All users are required to sign an NMT Information System User Acceptance and Rules of Behavior Form, prior to receiving a user account, email account, and password authentication to access NMT systems and data.

Whenever a digital facility has specific rules and regulations that govern the use of equipment at that site and users shall comply with those rules and regulations governing the use of such digital facilities and equipment in addition to any overarching University policies such as this one.

NMT Acceptable Use

Users shall:

- In accordance with organizational procedures, immediately report all lost or stolen equipment, known or suspected security incidents, known or suspected security policy violations or compromises or suspicious activity. Known or suspected security incidents are inclusive of an actual or potential loss of control or compromise, whether intentional or unintentional, of authenticator, password or sensitive information, including PI, maintained or in possession of the user.
- Ensure that software, including downloaded software, is properly licensed, free of malicious code and authorized before installing and using it on organization-owned systems.
- Log off or lock systems when leaving them unattended.
- Complete security awareness training before accessing any system and on an annual basis thereafter. Permit only authorized users to use organization-provided systems.
- Secure sensitive information (on paper and in electronic formats) when left unattended.
- Keep sensitive information out of sight when visitors are present.
- Sanitize or destroy electronic media and papers that contain sensitive data when no longer needed, in accordance with organization records management and sanitization policies or as otherwise directed by management.
- Only access sensitive information necessary to perform job functions (e.g., need to know).

- Use PI only for the purposes for which it was collected, to include conditions set forth by stated privacy notices and published notices.
- Ensure the accuracy, relevance, timeliness and completeness of PI, as is reasonably necessary.
- Wear organization-issued identification badges at all times in organization-operated facilities.

NMT Prohibited Use

Users shall not:

- Direct or encourage others to violate organizational policies, procedures, standards or guidelines.
- Circumvent security safeguards or reconfigure systems except as authorized (e.g., violation of least privilege).
- Use another user's account, identity or password.
- Exceed authorized access to sensitive information.
- Cause congestion, delay or disruption of service to any organization-owned IT resource. For example, greeting cards, video, sound or other large file attachments can degrade the performance of the entire network, as does some uses of "push" technology, such as audio and video streaming from the Internet.
- Create, download, view, store, copy or transmit materials related to sexually explicit or sexually oriented materials.
- Create, download, view, store, copy or transmit materials related to gambling, illegal weapons, terrorist activities, illegal activities or activities otherwise prohibited.
- Store sensitive information in public folders or other insecure physical or electronic storage locations.
- Share sensitive information, except as authorized and with formal agreements that ensure third-parties will adequately protect it.
- Transport, transfer, email, remotely access or download sensitive information, inclusive of PI, unless such action is explicitly permitted by the manager or owner of such information.
- Store sensitive information on mobile devices such as laptops, smartphones, USB flash drives or on remote systems without authorization or appropriate safeguards, as stipulated by organization policies.
- Knowingly or willingly conceal, remove, mutilate, obliterate, falsify or destroy information for personal use for self or others.
- Use organization-provided IT resources for commercial purposes or in support of "for-profit" activities or in support of other outside employment or business activity (e.g., such as consulting for pay, administration of business transactions, the sale of goods or services, etc.).

- Engage in any outside fund-raising activity, including non-profit activities, endorsing any product or service, participating in any lobbying activity or engaging in any prohibited partisan political activity;
- Establish unauthorized personal, commercial or non-profit organizational web pages on organization-provided systems.
- Use organization-owned IT resources as a staging ground or platform to gain unauthorized access to other systems.
- Create, copy, transmit or retransmit chain letters or other unauthorized mass mailings regardless of the subject matter.
- Use organization-owned IT resource for activities that are inappropriate or offensive to fellow users or the public. Such activities include, but are not limited to hate speech, harassment, bullying, intimidation or other abusive conduct that ridicules others on the basis of race, creed, religion, color, age, sex, disability, national origin or sexual orientation.
- Add personal IT resources to existing organization-owned systems without the appropriate management authorization, including the installation of modems on data lines and reconfiguration of systems.
- Intentionally acquire, use, reproduce, transmit or distribute any controlled information including computer software and data that includes information subject to the Privacy Act, copyrighted, trademarked or material with other intellectual property rights (beyond fair use), proprietary data or export controlled software or data.
- Send anonymous messages.
- Remove organization-proved IT resources from organization property without prior management authorization.
- Modify software without management approval.
- Post information on external blogs, social networking sites, newsgroups, bulletin boards or other public forums which are:
 - Derogatory to New Mexico Tech or its management;
 - Contrary to New Mexico Tech’s mission or stated positions; or
 - Discrediting or embarrassing to New Mexico Tech.

Legal Violations

Users should understand that, due to their nature, electronic communications can be intentionally or unintentionally viewed by others or forwarded to others, and are therefore inherently not private. In addition, addressing errors, system malfunctions, and system management may result in communications being viewed and/or read by other individuals and/or system administrators. ITC provides assistance in the proper use of e-mail.

In electronic communications, users must state whether they are speaking for themselves or in an official capacity for the University. Electronic communications that represent the University sent to non NMT addresses must be done in a professional.

Signature Page

This Agreement constitutes the entire agreement and understanding of the Guest or Resident and the Institution with respect to the subject matter hereof, and is intended as the Institution's final expression and complete and exclusive statement of the terms thereof, not to supersede all prior or contemporaneous agreements, representations, promises and understandings, whether written or oral regarding acceptable use of New Mexico Institute of Mining and Technology Information Systems and Technology. This Agreement may be amended or modified only by an instrument in writing signed by both Parties.

This Agreement is valid for *30 days* after the last date on the signature below. At that time it will be reviewed, updated if necessary, and revalidated. This agreement may be terminated in the event of a security exception that would necessitate an immediate response.

Name:

Title:

Business Name:

Conference Group:

(Signature and Date)