

NEW MEXICO TECH

New Mexico Institute of Mining & Technology
Conference Rental Use 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 ___ 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 Name: _____

Group Address: _____

Primary Contact Name:

Telephone Number: _____

Email Address:

Financial Contact Name:

Telephone Number: _____

Email Address:

On-Site Contact Name:

Telephone Number: _____

Email Address:

Technical Contact Name:

Telephone Number: _____

Email Address:

Counselor Arrival Date: _____

Campers Arrival Date: 05/25/25

Date Deposit Received: _____

NMT Internal Index/Fund Number: N/A

Counselor Departure Date:

Campers Departure Date: 06/02/25

GROUP RESPONSIBILITIES

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 _____ to New Mexico Tech 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% Macey Conference Center, 801 Leroy Place, Socorro, NM 87801 or conferences@nmt.edu, this offer may be automatically withdrawn without notice, and this contract and its addenda shall be null and void.

Deadlines: 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 or cancellation. The Group shall direct all requests and inquiries to New Mexico Tech Conference Services; conferences@nmt.edu or 575-835-5342.

All information provided by the group needs to be submitted 45 days in advance of the group's arrival date.

Information required:

- Submit the signed Conference Rental Use Agreement Contract with completed Appendices and Forms
- Submit First Deposit of 50% of estimate
- Have technical contact provide any software requirements
- Submit the Guest List
- Submit 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
- Submit any special event setup diagrams and equipment needs (if applicable)
- Submit Final Guarantee of numbers for housing, catering and dining
- Submit any security needs (if applicable)
- Submit the NMT Activity and Special Event Request Form
- Submit the Certificate of Liability Insurance identifying NMT as an Additional Insured Holder

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.

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 unless otherwise stated. If this agreement is not received in the timeline specified, the agreement may be canceled.**

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 unless otherwise stated. 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 either electronically using *Marketplace* or *StarRez*, in person, or 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 Conference Services in the form of cash, check, money order, Visa or MasterCard.

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.

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 30 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.

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.

PROVIDED SERVICES

New Mexico Tech will provide a variety of services to the conference group at an all inclusive price. The all inclusive price provides the following services: lodging, dining, wifi, campus access to recreational facilities, as well as two classrooms and one lab space for the duration of the conference. Per day prices are based on the period of time beginning at the check in at 11:00 am and ending at the check out time of 11:00 am. Early arrivals and late departures are not allowable.

Campers are defined as participants of the conference for the purpose of having an experience. Counselors are defined as the adult group that provides oversight, guidance and leadership to the campers during the conference.

| Type of Participant | All Inclusive Price -per participant per day |
|---------------------|--|
| Camper | \$100.00 |
| Counselor | \$110.00 |

Stem In Space has requested itemized charges in lieu of the all inclusive price. Items included in the itemized list are housing, meals, and technology systems access. Items NOT included are campus access fees, linen, tech support, classroom access or computer lab access.

Lodging

Campers will be provided with lodging as one single bed in a shared bedroom. Counselors will be provided with lodging as one single bed in a single room. Bed linen will be provided for all participants and will be available in the room upon arrival. Neither daily maid service nor linen service is provided. Complimentary washers and dryers are available to all conference groups and are located in all residence halls.

Room assignments. Room assignments and/or 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. Conference Services prefers to have this guest or room assignment list provided electronically using spreadsheets and sent to conferences@nmt.edu. 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.

Counselor responsibilities. Conferences must provide their own supervision for participants under 18 years of age. At least one professional staff member must be present (at the expense of the conference) for every 30 participants that are under 18 years of age. Conference participants under no circumstances, regardless of their age cannot be locked into their rooms. Please see "Conference Supervision Do's and Don'ts Fact Sheet" for additional information and expectations.

Checking In & Out. Representatives from Conference Services will be available in the Atrium of the Fidel Center for the process of checking in for the conference and checking out of the conference. The individual identified as the *On-Site Contact* will need to present for both check in and check out in order to provide clarification and to verify receipt and return of all key cards. 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.

Check in time 11:00 am

Check out time 11:00 am

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: \$5.00 for each housing key card, and \$100.00 for each metal key.

Room Maintenance. 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 the 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.

Food Service & Catering

New Mexico Tech utilizes NMT Dining and Chartwells to provide all food services including dining room meals, catering, menu planning, and dietary concerns. The all inclusive rate provides breakfast, lunch and dinner in the dining room located on the first floor of the Fidel Center. 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. Dining room meals may not be substituted for catering services or meals.

Meal Times. The following are the standard meal times for conferences unless prior arrangements have been made and agreed upon by all three parties.

| Monday-Sunday | |
|----------------------|-------------------|
| Breakfast | 7:00am to 9:00 am |
| Lunch | 11:00am to 1:30pm |
| Dinner | 4:30pm to 7:00pm |

In the event of an insufficient number of guests to maintain the main dining room services, conference groups may be provided with alternative meal options through NMT Dining operations. This could be a smaller dining location offering limited menus or another location offering meal alternatives.

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 in advance by using "CaterTrax" (see link below) or with the catering manager. The catering phone number is 575-835-6174 and the associated email is catering@nmt.edu. The charges for catered food services shall be as quoted based on requested food items and delivery. A courtesy copy of the catering arrangements must be provided to the New Mexico Tech conference coordinator upon completion of the booking.

CaterTrax Link:

<https://nmt.catertrax.com/menugrid.asp?mode=lto&cg=7&c=Monthly%20Specials&intOrderID=&intCustomerID=>

At the request of the group, catering charges may be invoiced separately from the conference fees, otherwise the catering charges will be included in the group's total invoice for the conference. Dining room meals may not be invoiced separately as they are part of the all inclusive pricing.

Bar 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. This is an added service that will result in additional costs.

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. This fee is included in that all-inclusive price.

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. Availability of event use in the late evening and during the weekends are subject to additional fees and the availability of staff, but will not be scheduled 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 to 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.

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 a court of competent jurisdiction. 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, excluding those events directly caused by New Mexico Tech's, or its employee assigns, negligence.

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:

- 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.
- The contract must be signed by a person authorized by corporate resolution to pay for all charges of the event, including damages, if necessary, or be willing to personally guarantee payment for said charges.
- 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.
- 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.
- Remodeling or renovation of rooms or furniture, tampering with electrical or mechanical fixtures in the rooms, placement of antennas, for radios, televisions, etc. out of the windows, removal of or addition of furniture is prohibited.
- 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.
- 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.

- Fire and safety code regulations determine maximum seating and room capacities. Maximum capacity for any facility may not be exceeded under any circumstances.
- Tampering with the fire system, smoke detectors, or fire fighting equipment such as discharge of fire extinguishers is not allowed and any damage caused by, and attributed to, the Group's participants will result in additional charges depending on the severity of the damage.
- Any false fire alarm caused by, and attributed to, the Group's participants will result in a \$150 charge to the Group.
- At least one (1) fire drill may be planned at the beginning of the summer school session to ensure fire safety.
- 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.
- Firearms, weapons, ammunition, fireworks, explosives and highly flammable materials are not allowed within the residence halls or buildings on the grounds.
- 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 the owner's expense.
- Bicycles, scooters, and roller blades are not allowed in public buildings, dorm rooms, study rooms, or stairwells.
- 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.
- 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.
- Hot plates or similar appliances are not permitted in rooms nor is any type of cooking allowed in any room except designated kitchen areas.
- Gambling or solicitation in any form is not permitted.

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

New Mexico Tech retains the following rights:

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 an 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.

SIGNATURES

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

GROUP REPRESENTATIVE

By: _____

Name: _____

Title: _____

Date: _____

NEW MEXICO TECH

By: _____

Name: Bailey Montoya

Title: Conference Director

Date: _____

NEW MEXICO TECH

By: _____

Name: _____

Title: Vice President Student Life

Date: _____

NEW MEXICO TECH

By: _____

Name: _____

Title: Vice President Admin & Finance

Date: _____