

# FACILITY RENTAL REQUEST (Center for the Arts)

NORTHERN NEW MEXICO COLLEGE



## Requestor Information

Please fill out all fields as completely as possible.

Requestor: \_\_\_\_\_ Date: \_\_\_\_\_

Department: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_  
Street/P.O. Box City State Zip

Please indicate:  College Event  Outside Organization

## Event Information

Name of Event: \_\_\_\_\_

Requested Space:  CFA Theater  Little Theater  Dance Studio  Art Gallery/Lobby

Requested Date(s) and Time(s): \_\_\_\_\_

Rehearsal Date(s) and Time(s): \_\_\_\_\_

Admission Fee:  Yes  No

Technical Assistance: Lighting  Yes  No Sound  Yes  No Projection  Yes  No

Describe event and special needs: (tables, chairs, movie or slide projection, etc.)

---

---

---

## Rental Rates (all fees on hourly basis)

CFA Theater.....\$100/hr  
Little Theater.....\$50/hr  
Dance Studio.....\$50/hr  
House Manager.....\$25/hr  
Technical Assistance: Light, Sound, Projection.....\$25/hr  
Security.....\$25/hr  
Clean-up.....\$25/hr

## Conditions for use of Facility

Nick L. Salazar Center for the Arts is **not** responsible for providing equipment that is not requested in writing in advance. By signing the request, renter acknowledges receipt of the CFA rental Policy and agrees to abide by rules and standards set within.

I hereby indicate that I have read the above conditions, that I understand them, and that I agree to abide by them. Furthermore, I agree to assume responsibility for informing event participants of the rules contained herein. I also have received and read the rates and CFA Facilities Rental Policies (see below).

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Approval of Theater Director: \_\_\_\_\_ Date: \_\_\_\_\_

Approval of Northern's Business Office: \_\_\_\_\_ Date: \_\_\_\_\_

## Contact Information

Ron Mier, Theater Manager/Technical Director  
Northern New Mexico College  
921 Paseo De Oñate  
Española, NM 87532  
505 747-5481  
rmier@nmmc.edu

## CFA Policies

The following policies are designed for both safety and operational efficiency with use of the Nick L. Salazar Center for Performing Arts Theater (CFA Theater). Reservations and a Facilities Contract Agreement must first be completed with the Theater Director before further arrangements can be made for facility use planning.

Northern's Theater Manager/Technical Director, will act as the liaison, ensuring all technical aspects of the production/event are supported and that NMMC policies are followed. He can be reached at 505 747-5481, [rmier@nmmc.edu](mailto:rmier@nmmc.edu)

### BASIC PROVISIONS

#### I. FACILITY

- A) CFA Theater will provide controlled heat and air conditioning, electrical power, water, and normal pre and post event cleaning.
- B) Non-Transferability: Space rentals made to a particular USER are made exclusively for that USER. Space rental may not be given, traded, sold or otherwise assigned from one USER to another. If a USER relinquishes a date, the date reverts to the CFA Theater Northern New Mexico College and becomes subject to general scheduling availability according to the priority rankings and the established scheduling timetable.
- C) ASSIGNMENT OF SPACES: CFA Theater has sole authority to assign space to USER in its facility. No CFA Theater space shall be utilized by USER other than that expressly assigned in the Facilities Rental Contract without authorization of the Theater Director.
- D) NON-EXCLUSIVE USE: During the dates and times specified in the Facilities Rental Contract, the CFA Theater reserves the right to make available (before, during or after USER'S scheduled event) other public areas of the CFA Theater, including but not limited to lobby, vestibules, hallways, green room, rehearsal room, for concurrent use by another USER, provided that such use will not unreasonably interfere with the use covered by this Policy.

(continued on next page)

E) EQUIPMENT AND LIMITATIONS OF FACILITY: USER agrees that the CFA Theater shall not be required to provide any equipment not specified as being part of its regular inventory. If any such additional equipment is required, USER shall be responsible for such equipment. In signing the Agreement, USER accepts all equipment and/or physical limitations of the theater.

F) PROGRAMMING APPROVAL: Programs that are inconsistent with the values of Northern New Mexico College will not be permitted. The determination of appropriateness will be made at the sole discretion of the College.

G) Rehearsal: All rehearsals must be scheduled and made part of the Facilities Rental Contract. For any event, only production personnel and USER representatives authorized by the CFA Theater will be permitted in the rented space during rehearsal.

## II. COMPLIANCE WITH LAWS AND LICENSING

A) Compliance with Laws and Licensing: No activities in violation of Northern New Mexico College policies, federal, state or local laws, ordinances, rules or regulations or the opinion of the Board of Health shall be permitted on CFA Theater premises, and it shall be the responsibility of the USER, while under the terms and duration of the Facilities Rental Contract, to enforce this provision.

B) ILLEGAL SUBSTANCES: Local, state and federal laws prohibit the unlawful possession and/or distribution of controlled substances; stimulants, LSD, hallucinogenic substances, and marijuana. Individuals (artist(s), and/or crew) found in violation of these laws of the CFA Theater's prohibition on possession and/or distribution of any controlled substances or alcohol are subject to immediate removal from CFA Theater premises by Campus Security and possible arrest.

C) POLITICAL FUNDRAISING: No political fundraising tickets may be sold, purchased or transferred on campus, inside outside of buildings. Similarly, no money or checks may be paid or collected on campus for such purposes.

D) SOLICITATION: No collections, donations or solicitations of money or goods of any kind, whether for charity or otherwise, shall be made or attempted on the CFA Theater premises without first obtaining written permission of CFA Theater Management.

E) LICENSE/PERMITS/COPYRIGHTS: The USER shall obtain and pay the fee for all licenses and permits necessary to conduct operations specified by the Facilities Rental Contract. The USER will assume all costs arising from the use of patented, trademarked, and franchised or copyrighted music, materials, devices, processes, or dramatic rights used on or incorporated in the event. USER agrees to indemnify, defend and hold harmless the CFA Theater, Northern New Mexico College, its trustees, officers, employees, and students from any claims or costs, including legal fees, which might arise from the use of any such material described above. The CFA Theater may require evidence of such licenses being in effect.

F) WORKERS COMPENSATION: USER certifies that he/she is aware of the provision of the laws of the State of New Mexico that requires employers to be insured against liability through Worker's Compensation or to undertake self-insurance in accordance with the provisions of this agreement. The USER shall present adequate evidence of the existence of Workers Compensation coverage providing statutory limits of liability and Employers Liability with minimum limits of liability of \$100,000 each accident, \$100,00 each employee and \$500,000 policy limit prior to the execution of this agreement.

## III. INDEPENDENT PARTIES

A) INDEPENDENT PARTIES: It is expressly understood that this is the Facilities Usage Policy and that except for the contractual obligations set forth herein and in the Facilities Rental Contract, the CFA Theater does not accept any responsibility for the supervision, direction, or control of services of USER's employees and/or agents for the manner, means, and/or details by which USER's employee and/or agents carry out the terms of this agreement. It is understood that the USER signs this agreement in the capacity of an independent contractor and not as an employee or agent of Northern New Mexico College and USER agrees to assume all liabilities normally accruing thereto.

## IV. CONTRACT REVIEW

A) CONTRACT REVIEW: CFA Theater Management reserves the right to review all contracts related to the presentation of an event including contracts between USERS and performers, speakers, subcontractors, managers and other. CFA Theater Management may require changes to those documents to ensure compliance with the CFA Theater and Northern New Mexico College.

## V. USER REPRESENTATIVE

A) USER REPRESENTATIVE: At the time of execution of the Facilities Rental Contract, USER will furnish to the CFA Theater the name, address, and phone numbers of the USER's representative. This representative will be the sole person authorized to make decisions, resolve problems and conflicts, or to negotiate any alterations in event procedure with the staff of the CFA Theater. The representative is required to be in attendance throughout the scheduled time for the event, including pre- and post-access time. If USER must change representative, the CFA Theater Management shall receive written notification of the change not later than eight (8) hours prior to such change.

## VI. INSURANCE

A) PUBLIC LIABILITY: all non-College users shall procure and maintain in full force during the term of the contract, proof of standard comprehensive general liability insurance to the CFA Theater Director's office no later than ten (10) days prior to first use specified in the Facilities Rental Contract. CFA Theater and Northern New Mexico College shall be named as additional insured in the amount of \$1,000,000 (one million dollars) covering: injury to persons, including those resulting in death, property damage, including damage to the CFA Theater, for all dates and times specified in the Agreement. The insurance carrier underwriting the coverage must have a rating of at least "A-VII" as published in the most recent edition of AM BEST'S INSURANCE REPORTS.

B) INDEMNITY: USER assumes the risk of all damage, loss, costs, and expenses, and agrees to indemnify and hold harmless the CFA theater, Northern New Mexico College, its trustees, officers, employees, students from and against any and

all liability, damage, loss, costs and expense which may accrue to or be sustained by the CFA Theater and Northern New Mexico College, its officers, agents or employees on account of any claim, suit or action for the death of or injury to persons or destruction of property involving USER, its employees, agents and representatives, sustained in connection with this agreement, arising from any cause whatsoever except for gross negligence and willful misconduct of the CFA Theater and Northern New Mexico College or its employees acting within the scope of their employment. Non-College users of the facility may be required to provide a contract performance bond.

C) DAMAGE PAYMENTS: The USER is responsible for all damage caused by any person associated with the production under their supervision. If the damage is not covered by the liability insurance, the USER will be held responsible for the costs. In the event of injury to performers or technicians, damage to the physical plant or equipment missing after your event, Northern New Mexico College will make a claim against the policy. USER further agrees to leave the CFA Theater premises in the same condition as existed prior to USER's event, ordinary wear and use expected. Any additional charges incurred because of an unusual amount of post-event cleanup will be borne by the USER. Pre-and Post-event inspection of premises by USER representative and CFA Theater representative may be arranged. The CFA Theater will not be responsible for any damage or loss to USER's property, or that of the USER'S agent, employees, etc., no matter what the cause of such damage or loss.

## VII. SAFETY

A) FIRE/SAFETY CODES: All sets, costumes, props, flashpots, laser lighting equipment, and any other materials used by the USER must conform to all existing fire and safety codes. The provisions of the fire prevention code that prohibits open flame (i.e. candles), smoking, flammable decorations, and may require written evidence that all such codes have been observed and that operators have the required license(s).

B) USER(S) must adhere to all Northern's safety policies and generally accepted standards applying to health, life, and fire safety. Questions may be directed to the Department of Buildings and/or the Department of Campus Security.

C) USER shall not obstruct any fire exits or exit ways, the entrance to the premises, halls, stairs, vestibules, and audience chambers, nor allow the same to be obstructed in any manner. USER further agrees not to bring onto the premises any material, substances, equipment, or object which is likely to endanger the life of, or cause bodily injury to any person on the premises or which is likely to constitute a hazard to property thereon. The CFA Theater shall have the right to refuse to allow any such material, substances, equipment or objects to be brought onto the premises and the further right to require its immediate removal.

D) PATRONS OR OTHER NON-STAGE PERSONNEL are prohibited from being on stage or in the wings at all times unless approved in advance by CFA Theater Management.

E) ANIMALS: Except for seeing-eye dogs and animals required as part of a performance, animals are not allowed in the CFA Building. CFA Theater Management must be notified in advance if the production requires the use of animals so that necessary arrangements and precautions may be taken.

## VIII. CANCELLATION

A) USER understands and agrees that the USER cannot cancel the Facility Use Contract within thirty (30) days of the date of the event without loss of full deposit, plus any additional expenses incurred by CFA Theater.

B) NO SHOW: In the event the USER fails to appear, perform, and/or present, or defaults in the performance of the provisions of their contract for reasons other than those allowable by contract, the CFA Theater shall be entitled to all payments due as if the contract had been fulfilled.

C) If an event must be cancelled after it is publicly announced, the USER will immediately notify the CFA Theater Director in writing regarding the cancellation. USER is responsible for publicizing the cancellation through the normal publicity channels and posting appropriate notices. At the discretion of CFA Management, USER may also be required to furnish a representative to be at the event site at least one hour prior to the cancelled event's start time to inform those patrons who may not have otherwise been informed of the cancellation. If USER is unable to provide this representative, the CFA Theater will do so at the expense of the USER.

D) CFA Theater and/or Northern shall have the sole right to determine in good faith whether conditions of inclement weather or emergency circumstances warrant cancellation or delay of an event. Should the College close and the event is cancelled, the USER will have the option of a refund or to reschedule. However, the USER shall be responsible for pro-rated rental fees and expenses incurred by the CFA Theater as a result of this agreement.

E) EXCUSABLE NON-PERFORMANCE: The parties shall be excused from further performance under this agreement upon the occurrence of one or more of the events listed below:

1. Destruction of the SPACE(S) or CFA Theater, including any physical damage which, in the sole opinion of the CFA Theater, renders use of such space unsafe or impractical.
2. Destruction or any physical damage to equipment to be used or needed by USER, which in the sole opinion of CFA Theater renders the use of SPACE(S) or CFA Theater unsafe or impractical.
3. Any act or regulation of public or governmental authority that, in the sole opinion of the CFA Theater, renders performance under this Agreement impossible or impractical.
4. Any labor difficulties, civil tumult, epidemic, or other cause, beyond the control of the parties, which, in the sole opinion of the CFA Theater, renders performance under this Agreement impossible or impractical. Even if these events occur, however, the USER shall be responsible for pro-rated rental fees and expenses incurred by the CFA Theater as a result of this Agreement.

## IX. INTERRUPTION OR TERMINATION OF EVENT

A) **INTERRUPTION OR TERMINATION OF EVENT:** CFA Theater shall retain the right to cause the interruption of any event in the interest of public safety or if the event is harmful to College equipment or facilities, and to likewise cause the termination of such event at the sole judgment of the CFA Theater Management.

B) **CHANGE OF SCHEDULE:** Should the USER wish to modify his/her schedule, the following minimum notices shall apply:

1. All schedule changes must be submitted in writing to the Theater Director.
2. A minimum notice of forty-eight (48) hours is required for changes to the rehearsal schedule.
3. A minimum notice of forty-eight (48) hours is required for the addition of a rehearsal period not previously scheduled.
4. A minimum notice of twenty-four (24) hours is required when a rehearsal period is cancelled; otherwise USER will be charged for the period as originally scheduled.

## X. FINANCIAL

A) All events (submitted after the scheduling deadline) must be booked a minimum of six (6) weeks in advance. All USER(S) will complete a Facility Use Request and forward it six (6) weeks prior to event. Requests will be processed within 7-14 days. Requests that are granted will require a 50% deposit at contract signing. The deposit is based on the total rental cost for the event.

B) **PAYMENT DEADLINES:**

1. A deposit of 50% of the total rental cost, as specified in the Facility Use Contract is required at the time of contact signing to confirm reservations for all events. The contract is not valid until the deposit is received.
2. The CFA Theater reserves the right to cancel this Agreement if the timing of payment is not in accordance with the terms set forth in the Facility Use Contract, and USER waives right to receive refund of previously paid deposit.
3. CFA Theater must receive the full balance of the total rent fee due at least twenty-one (21) days prior to the date of the event if paying by business or personal checks. Cash or certified funds may be accepted when presented at least ten (10) days prior to the day and date of the event.

C) **TAXES:** USER is responsible for any taxes (sales, income, unemployment compensation which may be levied by the State of New Mexico, the United States of America, or the City of Española.

D) **TIME:** Time shall be of the essence in the Agreement and the time granted shall not be extended for the occupancy or use of the premises or for the installation or removal of equipment without the written permission of CFA Theater Management, and all such additional time shall be paid for according to the schedule of fees fixed by the CFA Theater, if such permission is granted. Other scheduled events within the space may prohibit the extension of time.

E) **OVERTIME:** The Facility Use Contract, Facility Use Requests Form will contain an agreed upon closing hour for the rental period. At this predetermined hour, CFA Theater Management will determine the conditions for continuing the event, and may end the event and close the building. If the event is permitted to continue, USER will be responsible for payment of extra theater and security personnel, including any overtime charges, plus a fee of three hundred dollars (\$300.00) for every hour or portion thereof for which the building must be kept open. There will also be a penalty of two hundred dollars (\$200.00) for events that start later than 1/2 hour (30 minutes) after the USER'S designated curtain time. Provisions must be made to start on time for the patron's benefit.

F) **ROYALTIES (THIRD PARTY):** Any royalty fees and/or dues, and/or other union dues which may be required are not the responsibility of Northern New Mexico College/CFA Theater, and USER hereby indemnifies Northern New Mexico College/CFA Theater therefore.

G) **REFUNDS:** Should there be a cancellation, postponement, or any problem which would require refunding of ticket income, refunds will be handled by the USER according to a plan established by the USER and approved by CFA Theater Management.

H) **SOUND SYSTEM AND LIGHTING:** Any special lighting (including follow spots, projectors, sound or other staging requirements beyond that included in the base rental of facility will be charged to the USER. SEE SECTION XII: TECHNICAL for definition.

## XI. PARKING

A) **PARKING:** USER must follow current Northern New Mexico College parking regulations as prescribed by NNMC Campus Security. Parking is not permitted in front of entrances, loading dock, or service roads unless arrangements are made in advance with CFA Theater Management. Access to the loading dock is by appointment for loading and unloading only. Personal vehicles must be parked in regular lots with appropriate hangtag or visitor pass.

## XII. TECHNICAL

A) **REPRODUCTION:**

1. USER agrees that no recording either visual or audio of any kind will be made of the event covered by this Agreement without prior written approval from the CFA Theater and the express written consent of any ARTIST(S) involved in the event.
2. In the event that the USER wishes to have the event recorded, broadcast, televised, or otherwise extended beyond the SPACE(S), USER agrees that all time necessary for the installation, operation, and removal of all necessary equipment in the SPACE(S) will be accommodated within the time allocated by this Agreement. All installation, operation, and removal must meet generally accepted safety practices and standards and meet with the approval of the CFA Theater Technical

Director. All costs relative to such installation, operation, and removal shall be borne by USER.

B) **LOADING:** All scenery, displays, exhibits, or other material shall be brought into and taken out of the building only at entrances designated by CFA Theater Management. Regular stage loading areas are available. Vehicles carrying equipment or material to be used by USER in the preparation of the event may be loaded and unloaded at the appropriate loading dock, but will not be permitted to remain at the dock after loading or unloading. Under special circumstances, arrangement may be made with CFA Theater Management for vehicles to remain at the loading dock other than when loading and unloading.

C) **STAGE ENTRANCE:** All performers, technicians, and other personnel involved with USER'S event are to use the appropriate stage entrance doors when entering and leaving the building, unless other prearranged plans have been made with CFA Theater Management. For security and safety, it is strictly forbidden to prop or hold open any door entering into the building.

D) **SCENERY CONSTRUCTION:** The building of scenery, displays, or exhibits which involve the use of any equipment or tools which discharge dust, chips, or particles into the air shall not be permitted on stage. Painting and staining on stage is not permitted. Absolutely no spraying, spattering, or any other painting method, which propel paint or stain through the air will be permitted.

E) **DELIVERY OF GOODS:**

1. Sets, costumes, and other material belonging to the USER delivered prior to contracted time will not be accepted. The CFA Theater makes no guarantee that space will be available to receive materials arriving early.

2. The CFA Theater will not accept any goods shipped to the CFA Theater for the USER, or for any person claiming to be acting for the USER.

F) **SOUND/LIGHTING CONTROL:** The CFA Theater's Technical Director must approve the sound and lighting control board operator(s) and may require that trained CFA Theater staff or CFA Theater contracted operators be assigned to those positions. CFA Theater Management reserves the right to control the final equalization and volume of sound for any event.

G) **SET-UP AND STRIKE:** All set-up and strike time must be scheduled and made part of the Facility Use Contract. If allotted time is exceeded, USER will be charged for all additional costs. USERS of sets, props, pedestals, art works, theatrical equipment and related materials in the CFA Theater are expected to remove these items immediately following the conclusion of their event, and return the SPACE(S) to their pre-event condition. In the event that a USER fails to remove the referenced materials immediately following the conclusion of their event, the USER shall be liable for the cost of removal and storage by the VFA Theater. The CFA Theater shall not be liable for any damage to property so removed. The CFA Theater Technical Director or their Designee is solely authorized to determine whether a strike meets the requirements as stated.

H) **STAGE PREPARATION:** All tape used on the stage surface must be of low adhesive and approved for use by the CFA Theater Technical Director. The USER shall not allow nails, tacks, stage screws or similar articles to be driven or place in any part of the stage.

I) **SUPERVISION/RESTRICTIONS:** No rigging or stage equipment shall be used or changed without the prior knowledge and approval of the CFA Theater Technical Director. All rigging will follow accepted theater practices. All stage equipment used in connection with any event, other than that provided by the CFA Theater shall be approved by the CFA Technical Director, and shall be paid for by the USER. CFA Theater Management reserves the right to restrict or prohibit the loan or rental of equipment outside the building.

### XIII. FRONT OF HOUSE

A) **HOUSE OPENING:** Time is of the essence and the USER should ensure that all events, start and end on time. Performances should only be delayed in the event of unusual technical difficulties or extreme weather conditions. There are costs attached to performances delayed more than 6 hour after designated curtain and for performances running overtime. (SEE SECTION X-E). It is customary to open the doors for patron seating thirty (30) minutes prior to a reserved seat event and forty-five (45) minutes prior to a general admission event. Any variance requested by USER must be arranged with CFA Theater Management in advance.

B) **HOUSE MANAGEMENT:** CFA Theater personnel's acting in the capacity of House Manager is included in the rental of the facility and shall supervise the overall facility and event operations. CFA Theater House Manager will determine, in mutually agreement with the USER, time of opening the House, start of the program and length of intermission. The House Manager shall act with the authority of the CFA Theater Director's Office in supervision of front-of-house personnel supplied by the USER and/or CFA Theater. The House manager will be on duty one (1) hour before curtain and will remain on duty until the house is clear. Hourly pay for House Manager as described in Facility Use Rate Sheet is twenty-five dollars (\$25.00) per hour and paid by USER.

Other essential CFA Theater personnel will be provided at an additional cost to the USER. Essential personnel are determined by CFA Theater Management.

C) **STAFF:** CFA Theater Management shall have final authority to determine the staff necessary for any event, including: security, maintenance, ushers, and any other staff associated with the event. USER will be charged for staff as determined by CFA Theater Management.

D) **USHER REQUIREMENTS:** Usher requirements will be determined by CFA Theater Management based on the known or estimated size of the audience. Presenter has the option of providing some volunteer ushers or using CFA Theater ushers, at cost, or a combination of both. When using volunteer ushers, they must meet the following requirements:

1. Ushers must arrive one (1) hour prior to curtain time. They must attend an usher orientation session at that time.

2. Ushers must be provided to work the entire event, and may be asked to work outside the theater auditorium. CFA Theater reserves the right to use CFA Theater Ushers, at USER'S cost, if the USER has not met the above usher requirements.

E) AUDIENCE SEATING AREA: During rehearsal, set-up and strike periods, USER'S personnel shall restrict their activities to the stage, backstage, and rehearsal room. When it is necessary for a director, designer, or stage manager to view a rehearsal or set-up from the audience areas, use of the seating areas are restricted to a directorial and technical personnel. When the audience seating areas are used for directorial activity in connection with the rehearsal or production of an event, the USER will be responsible for the clean up of the area so used. Should the audience seating area be left in a condition requiring maintenance and clean up prior to the performance, the USER will be charged for those services. The audience seating areas are not to be used for the storage of coats, personal belonging, musical instrument cases, or other paraphernalia associated with the pre-performance production of an event. Food and drink are strictly prohibited from seating and performance areas of the theater.

F) SEATING CAPACITY/STANDING ROOM: The Theater has a seating capacity. Once the audience chamber has reached capacity, availability of standing room is at the discretion of CFA Theater Management. Determination of these capacities will be the decision of CFA Theater Management, Buildings and Operations, Campus Security and Fire Marshall.

G) LATE SEATING: Every effort is made to begin the performance at the announced hour, unless there is an unavoidable delay. Late seating arrangements will be made separately for each performance, and will be mutually agreed upon by the USER and the CFA Theater House Manager based on their estimation of the least disruptive time to open the doors and allow people into the space.

H) PATRONS WITH DISABILITIES: The CFA Theater is accessible to people using wheelchairs or with restricted mobility. Wheelchair seating locations are available. Parking for persons with disabilities is available.

I) OBJECTIONABLE PATRONS: CFA Theater Management reserves the right to eject, or cause to be ejected, from the premises any person or persons whose behavior is offensive to other patrons or whose actions are harassing in nature, or whose actions are harmful to the facilities and safety and security of other persons. CFA Theater Management will not be liable to USER for any damages that might incur through the executions of this right.

J) CAMERAS AND RECORDING DEVICES: Patrons' private use of cameras, with or without flash, and the private use of tape recorders are prohibited. No audio or video equipment of any kind is allowed in the Theater. CFA Theater reserves the right to confiscate equipment for the duration of the performance of event violators when necessary. Exceptions may be made for news media, official College departments or other production media when advance arrangements are made with CFA Theater Management and are approved by artist(s) and USER. Placement of audio and video equipment, and the location from which pictures may be taken, shall meet the approval of the CFA Theater House Manager.

K) CONCESSION/ARTIST SALES: The rights and privileges of sales of souvenir items remain under control of CFA Theater management. Souvenir sales may be handled by the USER or touring artist, but approval for sales activity must be made in advance. Sales will be confined to areas designated by CFA Theater Management. CFA Theater assumes no liability for any taxes on merchandise. CFA Theater will provide one (1) vendor table. Additional tables will be provided at a fee.

L) FOOD AND BEVERAGE: Food service can be provided under the following conditions:

1. For an approved reception/dinner in a designated space on the Northern New Mexico College Campus.
2. In the Green Room or areas set up for cast and crew.
3. Food or beverage consumed on stage as required by a script.

M) EATING AREA FOR PERFORMERS: All foods and beverages, for performers, are strictly restricted to the Green Room. Food is not allowed in the wings, dressing rooms, stairways, halls, on stage nor in the audience seating area.

N) SMOKING: Smoking is prohibited in all Northern New Mexico College buildings, including CFA Theater. Smoking on stage is allowed only when specified in the script. If the script calls for smoking or the use of a fire, prior approval must have been obtained in the USER'S contract. The College's smoking policy will be strictly enforced.

O) LOST AND FOUND: Any items found in the facility will be held in the Campus Safety Office and can be recovered with appropriate identification (if necessary). After 14 days, all items will be discarded. CFA Theater, Northern New Mexico College, and Campus Security assume no responsibility for damages caused by the loss of the item(s).

P) CHILDREN/INFANTS: CFA Theater Management believes in exposing young people to theater and the arts at an early and appropriate age. However, CFA Theater Management encourages the following guidelines:

1. All attendees of a performance, regardless of age, are required to have a ticket and be able to sit in a theater chair.
2. Adults who bring small children into the audience chamber who become disruptive to surrounding patrons will be asked to leave the theater.
3. No food or drinks of any kind are allowed in the theater.
4. Children are not allowed in theater during rehearsals unless they are involved in the production.

#### XIV. PUBLICITY/PROMOTIONS AND ADVERTISING

A) USER shall not advertise or cause to be advertised, nor shall it publicly disclose, through publication or otherwise, that it shall present a performance or event or conduct any activity at the CFA Theater, until the Facility Use Contract is executed by all parties according to the terms set forth and deposit has been received by CFA Theater.

B) USER agrees to provide the CFA Theater Management a short and accurate description of the performance (at least ten (10) days prior to first performance date) containing: length of acts or sections, synopsis of plot, specific musical works, some biographical information on artist(s), when intermission occurs and their approximate length, when the event is to be over, any special sight line or acoustical variation, etc. and/or whatever, in USER'S judgment, a patron might typically wish to know about the event.

C) USER is responsible for advertising the event/performance. The CFA Theater reserves the right to review and approve or reject advertising copy prior to publication. USER agrees to promote the event and to make every effort to secure the largest possible audience. Promotion/publicity shall not discriminate against or segregate patrons because of race, color, creed, religion, or national origin.

- D) Unless the event is officially co-sponsored by the College, User shall not publicize event in any manner that may lead to the perception that the event is being co-sponsored by the CFA Theater or Northern New Mexico College.
- E) USER may use the name of the facility and the College solely in connection with the event for informative purposes and to publicize and advertise the location of the event/performance. The venue shall be identified as Center for Fine Arts Theater, building as Nick L. Salazar Center for Performing Arts, and campus as Northern New Mexico College.
- F) USER shall provide CFA Theater Management with the name of the person chiefly responsible for publicizing the event and a telephone number at which that person can be reached during regular business hours.
- G) CFA Theater reserves the right to distribute to audiences, announcements and literature concerning future attractions to be held at Northern New Mexico College, whether or not such attractions are under the auspices of the USER or otherwise.
- H) USER must have prior approval of CFA Theater Management (at least two (2) weeks in advance) for in-house distribution of all slingers, pamphlets, poster, or any other type of advertisement or promotional material.
- I) PROMOTIONAL MATERIAL: All advertising and publicity for co-sponsored events at CFA Theater must be reviewed and approved by Northern New Mexico College.
- J) ANNOUNCEMENTS: Announcements of forthcoming programs will be coordinated with CFA Theater Management in an effort to protect all presenters from competition by similar events and in no case shall an announcement precede the signing of the Facilities Usage Policy by CFA Theater Management.
- K) DISPLAYS: Displays may be located in the building entrance vestibule with the advance approval of CFA Theater Management. Such displays may not be fastened to any part of the building. CFA Theater Management will make available any easels, or display equipment in its inventory. Any additional equipment is the responsibility of the USER. Displays may be limited by CFA Theater Management and must be located to avoid interfering with audience movement or covering CFA Theater signs and posters. Any unauthorized advertising matter will be removed and the USER will be charged for any cost in removal or repair of the facilities.

I acknowledge receiving the CFA Facility Use Policies and hereby indicate that I have read the above policies, that I understand them, and that I agree to abide by them. It is my responsibility to adhere to the rules and to notify all event participants of them.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

Witness Theater Director: \_\_\_\_\_

Northern New Mexico College does not discriminate on the basis of race, color, national origin, sex, age, or disability in admission or access to, or treatment of employment in its educational programs, services or activities. Inquires concerning Title VI, Title IX and Section 504, may be referred to Human Resources Officer, Northern New Mexico College, 921 Paseo de Oñate, Española, NM, 87532, Phone: (505) 747-2100; or Office for Cival Rights, Denver Office U.S. Department of education, Cesar E. Chavez Memorial Building, Suite 310, 1244 Speer Boulevard, Denver, CO 80204-3582, Phone: (303) 844-5695; Fax: (303) 844-430