

## **FACILITIES USE POLICY**

### **Welcome to UNM West**

Thank you for your interest in using our facilities for your meeting and/or event. UNM West, in keeping with its mission to be part of the Rio Rancho-Sandoval County community, makes its facilities available to community groups when the facility is not in use for classes or other college-sponsored events. In order to make your visit as productive as possible, please note the following items. This Policy authorizes the UNM West designee to negotiate the facilities contract with Lessee and to schedule facilities accordingly.

### **General Policy**

UNM West is established as an extension of the University of New Mexico to provide instruction and classes to our student body. We offer the use of classrooms when available. However, classroom and committee scheduling is UNM West's priority and takes precedence over any and all outside requests for facility usage. UNM West facilities are NOT AVAILABLE during UNM administrative holidays (Independence Day, Thanksgiving Day and the following Friday, Winter Break (check for specific dates), Martin Luther King, Jr. Day, and Memorial Day).

A Facilities Use Application and Agreement packet must be completed by the organization requesting use of the facilities and it must be returned to the UNM West designee. UNM West facilities may be used by government, educational, civic, political, religious, social, fraternal, private, or professional organizations. When available, the facilities may be scheduled for use during normal operational hours for the currently scheduled term. The UNM West designee will consider late night, Saturday and Sunday requests. Arrangements for use of facilities, audio/visual equipment, teleconferencing, computer labs, or any electronic equipment must be made during the regular business hours which are Monday through Friday, 8:00 am to 5:00 pm. Individuals and groups using the UNM West facilities must abide by the terms of the Facility Use Lease Agreement, as well as local, state, and federal laws and regulations.

Activities which are prohibited include those that would appear to give UNM West endorsement to a particular religious or political group or educational programs that conflict with programs offered by UNM West. Therefore, we ask groups not attempt to schedule the same type of event more than once per month and ask that you read over UNM West's Free Speech policy located on the UNM West website. Distribution of information and solicitation must be confined to the location designated in the Facilities Agreement and must be staffed at all times by a member of the organization. Also prohibited are those events which interfere or disturb classes or college-sponsored activities, the consumption or possession of alcoholic beverages or illegal drugs and activities which interfere or disturb the rights of students, faculty, staff, or guests of UNM West. UNM West reserves the right to refuse the use of the facilities to any individual or group.

With approval, organizations utilizing the lobby and/or patio may sell items for fundraising purposes at their table. (Examples: Bake sale or raffle) The sponsoring organization shall keep the designated area free of trash and safety hazards and will be held responsible for any damages that are incurred as a result of negligence. No organization shall use walls to display or hang merchandise. Music and videos with audio are permitted if they are played at a reasonable volume, but must be approved by the UNM West designee.

## **Scheduling**

All required estimated fees must be paid prior to the activity unless specifically excepted by the UNM West designee. In the event a conflict between a college-sponsored activity and an individual or group activity arises, UNM West will attempt to provide an alternate accommodation to the group. However, all UNM West activities and events take precedence and your deposit will be refunded in the event UNM West cannot accommodate your event. Completion of the Facility Use Lease Agreement and payment in full must be made before the facility will be considered reserved and confirmed.

## **Computer Labs**

The computer lab of UNM West bears special consideration regarding use due to security concerns, the cost of the equipment and expenses associated with maintenance and security of said equipment. A computer lab is defined as a classroom where the primary mode of instruction is through the use of computers and where computers are permanently or semi-permanently installed for instructional use. To avoid incurring unnecessary expenses and to avoid disrupting regular student instruction, it shall be the policy of UNM West to allow groups use of the computer lab only when it does not interfere with scheduled classes or scheduled maintenance of the lab. All requests for use of the computer lab must be arranged prior to the event. Each individual using a computer in the computer lab will be asked to review and sign an "Acceptable Computer Use Policy" prior to use.

## **Safety**

UNM West has the right to cancel any activities when conditions exist that are determined to be safety hazards. Examples would include, but not be limited to: snow, hazardous material, incidents, disturbances, power outages, and gas or water line breaks. Activities that are canceled due to safety reasons shall be scheduled or refunded at a pro-rated amount. UNM West may require a safety officer to check safety issues before an activity.

## **Payment**

A room or facility will not be reserved until UNM West receives estimated payment. Please make a check or money order payable to UNM West. **Return pages 3, 4, 5 and 6 of the UNM West Facility Use Lease Agreement to: UNM West, Atten: Angela Aragon, 2600 College Blvd. NE, Rio Rancho, NM 87144 or via email at [aaaragon@unm.edu](mailto:aaaragon@unm.edu).** Lessee may be required to provide evidence of non-profit status.

***For additional information, please contact Angela Aragon at 505-925-2010.***

***Thank you and enjoy your visit to UNM West in Rio Rancho!***

**FACILITIES USE POLICY****Application**

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

Name of Lessee/Group: \_\_\_\_\_

Type of Event: \_\_\_\_\_

Date(s) of Event: \_\_\_\_\_ Time(s) of Event: \_\_\_\_\_

Category: \_\_\_\_\_ UNM\* \_\_\_\_\_ Private \_\_\_\_\_ Non-profit (*please attach last year's 1099*)

Contact Person: \_\_\_\_\_ Address: \_\_\_\_\_

Phone: \_\_\_\_\_ 2<sup>nd</sup> Phone: \_\_\_\_\_ Email: \_\_\_\_\_**Facility Requested** (*please mark any that may apply*):

- \_\_\_\_\_ Lobo Conference Room #1106 (accommodates 15 at the table, 25 max in the room)
- \_\_\_\_\_ Upstairs Conference Room #2166 (accommodates 10 at the table, 20 max in the room)
- \_\_\_\_\_ Classroom (specify # of seats \_\_\_\_\_)
- \_\_\_\_\_ Auditorium 1225 or 1226 (each room seats 68)
- \_\_\_\_\_ Computer Lab Room #1104 (seats 12) or #1221 (seats 30)
- \_\_\_\_\_ Learning Commons Area
- \_\_\_\_\_ Balcony
- \_\_\_\_\_ Upstairs Study Rooms
- \_\_\_\_\_ Downstairs Lobby
- \_\_\_\_\_ Upstairs Lobby
- \_\_\_\_\_ Outside (north area)

**Maximum Attendance Expected:**

- 1-20       21-40       41-60       61-100       101-200

**COMPLETE ANY OF THE FOLLOWING THAT APPLY:**Food or Drink Served (*specify*): \_\_\_\_\_

(Please check with Building Manager regarding food in building areas)

Set-up Requests (*please be very specific*): \_\_\_\_\_Audio/Visual Rental Agreement Attached:     Yes     No     N/A

## FACILITIES USE POLICY

### Lease Agreement

This Facility Use Lease Agreement is between UNM West, hereinafter referred to as Lessor, and \_\_\_\_\_  
\_\_\_\_\_, hereinafter referred to as Lessee.

**WHEREAS**, Lessor agrees to lease the use of \_\_\_\_\_ for the event of  
\_\_\_\_\_ on the following date(s) and time(s).  
*(Specific activity/event)*

**Date:** \_\_\_\_\_ **From:** \_\_\_\_\_ **To:** \_\_\_\_\_

**Date:** \_\_\_\_\_ **From:** \_\_\_\_\_ **To:** \_\_\_\_\_

**Date:** \_\_\_\_\_ **From:** \_\_\_\_\_ **To:** \_\_\_\_\_

#### **ESTIMATED FEES:**

Usage Area	\$ _____	(use of facility)
Computer Labs	\$ _____	(use of computer labs-reserved one month in advance)
IT Prep	\$ _____	(computer lab preparation)
IT Lab Attendant	\$ _____	(computer lab attendant)
Equipment	\$ _____	(audio/visual rental agreement)
Food Served	\$ _____	
Overtime Fee	\$ _____	(additional custodian/security/AV attendant)
Security Fees	\$ _____	
Add'l Room Set-up	\$ _____	

**ESTIMATED TOTAL LEASE FEE:** \$ \_\_\_\_\_ (payable in advance)

THIS LEASE AGREEMENT WILL REMAIN in effect providing Lessee complies with the following:

1. That Lessee agrees to pay a lease fee of \$ \_\_\_\_\_ payable to UNM West prior to the first scheduled event.
2. That any concessions provided by Lessee must be approved by Lessor and comply with state and local concessions licensing requirements. See UNM West designee.
3. That Lessee agrees to insure that no food or drinks will be consumed or permitted in areas that have not received approval from Lessor.
4. That Lessee agrees to notify and be responsible for the conduct of all participants, guests, and visitors to Lessees' event with regards to the following rules:
  - a. No alcohol or illicit drugs are permitted in the facility or on the grounds of UNM West.

- b. No fighting or conduct that is disorderly, abusive, or obscene is permitted.
  - c. Building occupancy limits and campus safety regulations must be observed.
  - d. Damage to UNM West property is prohibited. Any alterations, modifications, or rearrangements of UNM West property or equipment must have prior approval from Lessor. Tables, desks, etc. must be returned to the original location.
  - e. Any participants or guests who violate any rule listed in this section may forfeit the sponsor's right to future use of UNM West facilities.
5. That Lessee understands that for probable cause, UNM West reserves the right to terminate this Agreement when violations of rules are ignored and/or not properly managed by Lessee or in situations where the public safety or peace is at risk.
  6. That Lessee agrees to pay for any damages to UNM West property or equipment caused by Lessee, their participants, or visitors.
  7. That Lessor will not be responsible for any accidents, thefts, or loss of personal property encumbered by Lessee or their guests, and will hold harmless UNM West, its employees or students from any damage, injury, or harm resulting from any such accident, theft or loss of personal property.
  8. Renter's/Tenant User's Liability Insurance: no later than three (3) weeks prior to the first use of the premises, a certificate of liability insurance in an amount and form acceptable to UNM, shall be provided. Lessee shall comply with Workers' Compensation Law, if applicable. UNM department events that are fully sponsored by the department are covered under UNM's insurance policy. Tenant User Liability Insurance may be obtained through UNM's Risk Management office by calling 505-277-9791.
  9. Upon receipt of an invoice from UNM West, Lessee shall remunerate UNM West for the actual cost of the event less previous payment.
  10. Lessee acknowledges full responsibility for arranging, setup, teardown, and cleanup, as well as all pertinent supplies for the dates listed. Lessee assumes total responsibility for any complaints arising from the activity/event.

### **Refunds and/or Cancellations**

1. Cancellations by Lessee made prior to 72 hours of the first scheduled event will be subject to a \$50.00 forfeiture fee. Cancellations of an event within 72 hours of the scheduled event will result in the forfeiture of one (1) day's fee plus expenses incurred for preparation for the event. However, all UNM West activities and events take precedence and your deposit will be refunded in the event UNM West cannot accommodate your event. \_\_\_\_\_ (initial)
2. Cancellations made by Lessor for conditions beyond Lessor's control: Lessee will be given the opportunity to reschedule for another date or receive a full refund for all portions of scheduled activities not completed.
3. Cancellations made by Lessor for Lessee's non-compliance with the covenants listed in this Agreement will result in a forfeiture of all fees.

4. Lessee understands that Lessor refunds may take thirty (30) days to process.

Both parties hereby agree to the above conditions entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Lessee Representative                      Print Name                      Title

\_\_\_\_\_  
UNM West Lessor Representative                      Print Name                      Title

## Facilities Use Policy

### Audio/Visual Use Agreement

UNM West will make available, for on campus use only, the use of audio/visual equipment. UNM West reserves the right to refuse the use of equipment to individuals and organizations.

#### Instructions

\_\_\_\_\_ Complete the information on this form and return to the UNM West designee. The UNM West designee will verify that requested items are available.

\_\_\_\_\_ Lessee agrees to pay for any damages to UNM West property or equipment caused by Lessee, their participants or visitors.

**Contact Person:** \_\_\_\_\_ **Phone:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Date(s) Needed:** \_\_\_\_\_ **Room(s):** \_\_\_\_\_

**Setup Time:** \_\_\_\_\_ **Actual Start Time:** \_\_\_\_\_ **Actual End Time:** \_\_\_\_\_

#### Equipment Needed:

\_\_\_\_\_ TV/DVD

\_\_\_\_\_ TV/VCR

\_\_\_\_\_ Screen

\_\_\_\_\_ Projector

\_\_\_\_\_ Overhead Projector

\_\_\_\_\_ Other (please specify): \_\_\_\_\_

#### Special Equipment Needed:

\_\_\_\_\_ Webcam

\_\_\_\_\_ Microphone

\_\_\_\_\_ PA System

\_\_\_\_\_ Laptop

## Facilities Use Policy RATE SCHEDULE

### Chart 1

The following rates are typical for normal UNM West business hours. Additional fees may apply depending on the event. Each event will be evaluated on an individual basis. Includes custodial and security services. \*Excluding UNM holidays.

Facility Usage Area	UNM, Government, Non-Profit	All others
Classrooms, Study Rooms	Free	\$50.00 1-4 hours \$100.00 5-8 hours
Auditoriums	Free	\$100.00 1-4 hours \$200.00 5-8 hours
Learning Commons Area	Free	\$100.00 1-4 hours \$200.00 5-8 hours
Conference Rooms	Free	\$50.00 1-4 hours \$100.00 5-8 hours
Balcony, Lobby, Outside	Free	\$50.00 1-4 hours \$100.00 5-8 hours

### Chart 2

The following rates are for events/activities that are beyond the regular UNM West business hours listed above. Includes custodial and security services. \*Excluding UNM holidays.

Facility Usage Area	UNM, Government, Non-Profit	All others
Classrooms, Study Rooms	\$125.00 1-4 hours \$250.00 5-8 hours	\$150.00 1-4 hours \$275.00 5-8 hours
Auditoriums	\$125.00 1-4 hours \$250.00 5-8 hours	\$175.00 1-4 hours \$325.00 5-8 hours
Learning Commons Area	\$125.00 1-4 hours \$250.00 5-8 hours	\$175.00 1-4 hours \$325.00 5-8 hours
Conference Rooms	\$125.00 1-4 hours \$250.00 5-8 hours	\$150.00 1-4 hours \$275.00 5-8 hours
Balcony, Lobby, Outside	\$125.00 1-4 hours \$250.00 5-8 hours	\$150.00 1-4 hours \$275.00 5-8 hours

**\*Holidays:** It is general policy not to schedule events during University holidays. All exceptions **must** be approved by the Executive Director. If events are allowed and scheduled during this time, holiday labor rates, facilities use charges, and additional fees will apply.

### Chart 3

Additional Fees: Other department fees are not included on this chart, e.g.: Security, Tech Support, Lab Fees.

Activity/Equipment	Fees
Food Served	\$50.00
Room Setup:	
Classrooms and Meeting Rooms	\$25.00 Rearrangement fee
Auditoriums	Not permitted
Learning Commons Area	\$125.00 flat fee
Classroom Equipment Use	\$25.00 1-4 hrs / \$50.00 5-8 hrs
Conference Room Equipment Use	\$25.00 1-4 hrs / \$50.00 5-8 hrs
Laptop Use	\$25.00 1-4 hrs / \$50.00 5-8 hrs
Security, Tech Support, and Lab fees	TBD at time of request



**2500**

**ACCEPTABLE COMPUTER USE**

**Effective Date: August 28, 2000**

**Subject to Change Without Notice**

**1. General**

The University of New Mexico provides computing services to University faculty, staff, students, retirees, and specified outside clients of the University. These services may be used only for furthering the education, research, and public service mission of the University and may not be used for commercial purposes or profit-making. The use of University computing services is a privilege. Users who have been granted this privilege must use the services in an appropriate, ethical, and lawful manner. Unauthorized access is prohibited and may be monitored and reported to the proper authorities. For the purposes of this policy computing services include all University information and systems using hardware, software, and network services including computer resources entrusted to the University by other organizations.

**2. Rights and Responsibilities**

The University does not provide a warranty, either expressly or implied, for the computing services provided. The University reserves the right to limit a computer user's session if there are insufficient resources, and to cancel, restart, or hold a job, process, or program to protect or improve system performance if necessary.

**2.1. User Responsibilities**

Users are responsible for all their activities using computing services and shall respect the intended use of such services. Each computing facility has specific rules and regulations that govern the use of equipment at that site and users shall comply with the rules and regulations governing the use of such computing facilities and equipment. Users must understand and keep up-to-date with this policy and other applicable University computer policies and procedures.

Users shall respect all copyrights including software copyrights. Users shall not reproduce copyrighted work without the owner's permission. In accordance with copyright laws, including the Digital Millennium Copyright Act, University Counsel's Office, upon receipt of official notice from a copyright owner, may authorize blocking access to information alleged to be in violation of another's copyright. If after an investigation information is determined by University Counsel's Office to be in violation of another's copyright, such information will be deleted from University computing systems.

**2.2. Misuse of Computing Services**

The University reserves the right to sanction a user pursuant to **Section 4.** herein if it is determined, after an investigation by the appropriate office, that the user violated federal or state law or University policy by misusing University computing services. In addition to other standards listed in this policy, examples of misuse include, but are not limited to:

- attempting to defeat or circumvent any security measures, controls, accounts, or record-keeping systems;
- using systems for unauthorized access;
- intentionally altering, misappropriating, dismantling, disfiguring, disabling, or destroying any computing information and/or services;
- using computing services for workplace violence of any kind as defined in "[Campus Violence](#)" Policy [2210](#), [UBP](#);
- using computing services for unlawful purposes including fraudulent, threatening, defamatory, harassing, or obscene communications;
- invading the privacy rights of anyone;
- disclosing or using non-public information for unauthorized purposes,
- disclosing student records in violation of FERPA;

- accessing medical information about a patient, employee, or student without having a legitimate and authorized University purpose;
- disclosing or transmitting any identifiable medical information except as permitted by University policy and applicable state and federal law and regulations; or
- violating copyright laws.

### **2.3. Incidental Personal Use**

The University allows incidental personal use of computing services. Such use must not interfere with an employee fulfilling his or her job responsibilities, interfere with other users' access to resources, or be excessive as determined by management. Each department should document and communicate what use is acceptable.

### **3. Privacy Limitations**

Users, including managers, supervisors, and systems administrators shall respect the privacy of other users. Users must be aware, however, that computing systems can never be totally secure and the University cannot guarantee privacy.

While the University does not routinely monitor individual usage of its computing resources, the normal operation and maintenance of the University's computing resources require the backup and storage of data and communications, the logging of activity, the monitoring of general usage patterns, and other such activities that are necessary for the rendering of services.

The University may also specifically access and examine the account of an individual user if necessary to comply with federal or state law or if there is reasonable suspicion that a law or University policy has been violated and examination of the account is needed to investigate the apparent violation. Requests for access based on reasonable suspicion must be approved in writing, in advance, by the cognizant vice president. Each request must specify the purpose of access and such access will be limited to information related to the purpose for which access was granted. If such access is being requested by a vice president, access must be approved by the President. If such access is being requested by the President, access must be approved by the UNM Board of Regents. The Regents' Internal Auditing Policy authorizes the University Audit Department full and unrestricted access to all University records.

Accessing an employee's computer files for work-related, noninvestigatory purposes--i.e., to retrieve a file or document needed while the employee who maintains the file or document is away from the office--is permitted and does not require authorization by a vice president as long as access is limited to the work-related need. When an employee separates from the University, work-related files remain the property of the University.

Communications and other documents made by means of University computing resources are generally subject to New Mexico's Inspection of Public Records Act to the same extent as they would be if made on paper. Information stored electronically may also be made available in administrative or judicial proceedings; therefore, all employees are urged to use the same discretion and good judgment in creating electronic documents as they would use in creating written paper documents. The University will disclose illegal or unauthorized activities to appropriate University personnel and/or law enforcement agencies.

### **4. Sanctions**

Use of University computing services in violation of applicable laws or University policy may result in sanctions, including withdrawal of use privilege; disciplinary action, up to and including, expulsion from the University or discharge from a position; and legal prosecution under applicable federal and/or state law.

