

1. Event Title_____
2. Event Date_____
3. Move-in Time _____
4. Length of Event _____
5. Curtain/Start Time _____
6. Name of Sponsor/Organization _____
7. Contact Phone # _____
8. Contact Email _____
9. Sponsor email if different than above _____
10. Sponsor Mailing Address _____
11. NMSU Index Number (if NMSU entity) _____
12. Small or large concert shell?_____
13. Is Concert lighting needed? _____
14. Is special lighting needed? _____
15. If yes on 14, explain - _____

16. Will a piano be needed? _____
17. Piano Bench Preference (Puffy/flat) _____
18. Is sound reinforcement needed? _____
19. If yes on 18, explain - _____

20. Will an audio recording be needed? _____
21. Live stream needed, yes or no? _____
22. If Available, will the Green Room be needed? _____
23. If music stands are needed, how many? _____
24. If chairs are needed on stage, how many? _____
25. Will dressing rooms be needed? _____
26. Please email additional setup chart or tech form to jslee@nmsu.edu.

Hall Capacity: The capacity of the hall is 504. In accordance with venue safety and fire code, it is the responsibility of the renter to ensure that all aisles remain clear. Patrons must sit in a physical seat and may not stand or sit in an aisle. The venue does not provide ushers, and compliance with the above regulations is the sole responsibility of the renter. Events not in compliance will not be allowed to begin and the organization will be fined at a rate not to exceed \$400.

Insurance: Event Organizer must obtain a commercial general liability in an amount not less than \$1,000,000.00 for each occurrence and in the aggregate and in cases of property damage, not less than \$300,000.00 for each occurrence. Event Organizer must provide University with a certificate of insurance evidencing this coverage and naming "Board of Regents of New Mexico State University, its' officers, agents, and employees" as an additional insured. Event Organizer will provide the certificate of insurance to NMSU no later than 1 week prior to the scheduled program. If the insurance certificate is not on file by the above date, the failure to provide the insurance certificate will be a material breach of this Agreement upon which NMSU may terminate this Agreement with no further responsibility or liability to the Event Organizer. NMSU may waive this insurance requirement at it's sole discretion upon written agreement and with the approval from University General Counsel.

Liability: NMSU and Event Organizer will each be solely responsible for the liability arising from personal injury, including death, or damage to property arising from the acts or failure to act of the respective party or of its official, agents, and employees pursuant to the Agreement. NMSU liability will Space Usage Agreement Page 3 of 6 UGC04192018 be strictly limited by and this Agreement will give full effect to the intent of the Tort Claims Act, Section 41-4-1 et seq., NMSA 1978, and any amendments thereto.

Indemnification: Event Organizer will save and hold harmless NMSU against any and all loss, cost, damage, claims, expense or liability in connection with its performance of the Agreement. No Assignment: Event Organizer may not assign or transfer this Agreement.

Entire Agreement: This agreement and the attached fee schedule supersedes all other written or oral understandings or agreements between the parties with respect to the Event. No variation or modification of this Agreement and no waiver of their provisions will be valid unless in writing and signed by the duly authorized officers of Event Organizer and NMSU.

Third-Party Beneficiary: This Agreement is for the benefit of the Parties only. No rights or benefits are conferred to any third-party by or through this Agreement.

LIMITATION OF LIABILITY: NMSU LIABILITY FOR MATERIAL BREACH OF THIS AGREEMENT IS LIMITED TO ANY MONEY PAID TO NMSU FOR THE EVENT.

Force Majeure: No Party will be liable or be deemed in breach of this Agreement for any failure or delay or performance, which results, directly or indirectly, from acts of God, civil or military authority, public disturbance, accidents, fires, or any other cause beyond the reasonable control of either party.

Attorney's Fees: In the event of a material breach of this Agreement by Event Organizer, Event Organizer agrees to pay all collections costs, including attorney's fees and court costs, incurred by NMSU.

Responsibility of any expenses due to damages incurred through my organization's use is acknowledged by my signature below. NMSU accepts no responsibility of any injuries incurred while in the Music Center.

Signature

Date