

New Mexico School for the Arts
High School

Use of Facilities - Rentals and Leases Policy

New Mexico School for the Arts facilities are principally used for the educational benefit of the students of New Mexico School for the Arts (“School”) and the New Mexico School for the Arts-Art Institute (“Art Institute”). Institutions like the School may also enhance the quality of life in the community by making facilities available to outside groups for appropriate community-oriented activities.

It is therefore the policy of the School that its buildings, facilities, and grounds should be available, subject to reasonable conditions, to non-school persona and/or organizations for activities that foster the educational, cultural, recreational, civic, moral, religious, or social development of the community when the facilities are not otherwise needed for Art Institute and School purposes. The School Governing Council believes that the provisions set forth below represent reasonable accommodations between those community interests and the interests of the School and Art Institute in protecting its property, in preserving its limited financial resources for its primary educational mission, and in preventing its facilities from being used for activities that pose undue risks of harm to persons or property. In all cases, the Governing Council reserves the right to refuse use of its facilities to any party.

Rentals: Temporary Use of NMSA Facilities

Users of School facilities will be subject to the payment of fees according to a published rate schedule.

Rental Rates

Rates may be adjusted. The new rates will go into effect July 1 of each year. The School’s Head of School, in consultation with the Art Institute’s President, will conduct an annual review of rental rates for public use of facilities to determine if adjustments are needed.

When annual rate adjustments are made, the new schedule of rates will be approved by the School’s Governing Council.

Leased Facilities: Long-term Use of School Facilities

Facilities not needed for educational purposes by the School or Art Institute may be leased in the long-term to produce income for the Art Institute or School. Long-term leases may be negotiated by the Art Institute’s President, subject to the Art Institute’s Board of Directors approval.

Use of School Facilities–Rentals and Leases

Adopted: 10/19/2022

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The School encourages the use of its facilities to promote educational, recreational, cultural, and civic activities in the community.

Scheduling

A “Request for Use” form should be completed and submitted to the Art Institute’s business office a minimum of thirty days prior to the requested event date.

Along with the “Request for Use” form, liability insurance and proof of non-profit status (if applicable) should be submitted to the Art Institute’s business office.

For events where the renting organization or individual invite outside vendors or participants, renter shall ensure that same are endorsed onto the renter’s policy or that the vendor/participant provides the Art Institute with individual coverage.

Once dates, insurance, and non-profit status (if applicable) have been verified and providing the requested date(s) are available, the Art Institute will approve and confirm with the requesting party with a signed contract.

Due to the multipurpose nature of the Art Institute and School campus, the lessee understands that no exclusive use of the of the entire building/grounds is included in this agreement, and the Art Institute or School may hold other events in portions of the building/grounds. The lessee further understands that access to certain areas of the building or grounds may be limited or restricted in order to accommodate other activities in the building/on the grounds.

The Art Institute or School have first priority for use of any and all facilities. On rare occasions contracted date(s) may have to be cancelled or rescheduled to accommodate the Art Institute or School usage. The Art Institute or School will not be held liable for any costs associated with an adjusted/cancelled rental. If two requested events are in conflict, they will be handled on a first come, first served basis, provided the equitable use clause has been met.

Renter must adhere to designated usage times and designated areas.

Organizations and individuals receiving permission to use the facilities are responsible for the conduct of both participants and spectators. Renters must confine their participants to the designated rental areas. Adequate provisions must be made to handle anticipated crowds.

Although every reasonable effort will be made to serve all individuals in the community, the Art Institute reserves the right to decline requests for facility usage for any and all reasons including

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but not limited to: misuse of facilities, nonpayment, activities, or material inappropriate to a school environment.

Art Institute or School sponsored events are those events that are paid for through the use of Art Institute or School funds or are sponsored by a school department or recognized student organization.

Non-Art Institute or non-School sponsored events are all other events.

All rental events are subject to cancellation for the following reasons: snow day, flooding, fire, or other emergency situations. In addition, rental events will not be scheduled over Thanksgiving Break, Winter Break, or Spring Break.

Holiday Period Rentals

Holiday periods are defined as the non-work holidays for 12-month employees recognized on the School calendar, the actual holiday, and the adjoining weekend.

- A. There will be no rental of school facilities during a holiday period, which includes:
 - 1. Standing weekly rentals, with the exemptions listed below.
 - 2. One-time or short-term rentals.
 - 3. Reciprocal use agreement events.
- B. No comfort heat, snow removal, or monitoring services will be supplied.
- C. On days when school is canceled due to inclement weather or other emergency situations, all activities at the Art Institute and School are canceled.

Insurance

Non-School and Non-Art Institute organizations shall provide a Certificate of Liability Insurance, with the Art Institute and School named as additionally insured.

Details of coverage:

- \$1,000,000 General Aggregate
- \$1,000,000 Personal Injury
- \$1,000,000 Each Occurrence Limit
- \$1,000,000 Fire Damage

Deposit

A Security/Damage/Cleaning Deposit of \$200.00 may be required. Said deposit shall be due before rental approval.

Security

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The School and Art Institute require the use of monitors. Monitors are individuals that have undergone a background check through the School and the NM State Police Department. These individuals will provide keyed access to the rented facility and conduct visual surveillance during said event. They are on-site to protect School and Art Institute facilities and properties from damage or misuse by the renting organization.

Renter is responsible for all permits and fees required by the State of New Mexico and City of Santa Fe they pertain to their individual event (i.e., food handling, food vending, noise ordinance, environmental ordinances).

Permission to use specific rooms at specific times does not carry with it any right of use of supplies, apparatus, tools, technology equipment, etc., not definitely covered in the Rental Contract.

All School and Art Institute property (tables, chairs, etc.) must be requested and approved on the Rental Contract. Renters are not authorized to move equipment. Equipment requested will be place and/or provided by authorized School and Art Institute personnel.

NEW MEXICO SCHOOL FOR THE ARTS:



Bill Beacham, Chair
of the Governing Council

ATTEST:



PAULA TACKETT, Secretary
of the Governing Council