

## CAMPUS BUILDING USE LICENSE

This Campus Building Use License (the "License") is made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between Eastern New Mexico University-Roswell ("ENMU-R"), and \_\_\_\_\_ (the "Licensee"). ENMU-R and Licensee agree:

I. For the consideration and other covenants provided below, ENMU-R grants to Licensee a non-exclusive license to occupy and use the following described premises located on the campus of Eastern New Mexico University-Roswell, in the City of Roswell, Chaves County, New Mexico (the "Premises"), between the following hours on the following day or days, after which time this License is revoked if not earlier revoked under the terms of this License:

**PREMISES**

**DATE(S)**

**TIME(S)**

to be used for the purpose of \_\_\_\_\_ and for no other purpose without the written consent of ENMU-R.

II. Licensee agrees to pay to ENMU-R, at its office on the ENMU-R Campus for the use of said Premises, the sum of \_\_\_\_\_ Dollars.

- A. Upon execution of this License, Licensee will provide 50% of total payment; the remaining sum (50%) will be paid and provided by Licensee no later than seven (7) calendar days before the event.
- B. Licensee may be subject to additional payment, dependent upon specific Licensee requests; such payments and/or requests may include, but are not limited to space, facilities, personnel, and equipment further detailed below and in any attached addendum.

III. This License is made and entered into upon the following express covenants and conditions:

A. INDEMNITY AND INSURANCE.

- (1) Licensee agrees to indemnify, defend and hold harmless ENMU-R and its agents, officers and employees from any and all liability for loss, injury, or damages to any person(s) for injuries or death, or loss or damage to property occasioned by or sustained by reason of Lessee's occupancy and use of the Premises.
- (2) Licensee agrees to pay for any and all damage to the Premises or other ENMU-R space or property arising from Licensee's use of the Premises. Such damage includes, but is not limited to, harm, destruction, or loss of any of the property or equipment of ENMU-R by or through the negligence or acts of Licensee, his/her agents, employees, or any person(s) attending or participating in said use.
- (3) Licensee will secure at Licensee's expense, and provide ENMU-R with certificates of insurance as evidence, liability insurance coverage equal to the maximum liability amounts set forth in the New Mexico Tort Claims Act, Section 41-4-1 et seq. NMSA 1978, as it now exists or may be amended. Limits as of December 1, 2011, are: \$400,000 per person, \$750,000 per occurrence plus \$300,000 for medical, and \$750,000 for property damage, for a total maximum liability of \$1,800,000 per occurrence. Such insurance will be written and issued by an insurance company authorized to do business in the State of New Mexico. ENMU-R will be named as an additional insured in all such policies.
- (4) Licensee will procure Worker's Compensation Insurance protecting the agents and/or employees of Licensee as required by the laws of the State of New Mexico.

B. PREMISES

- (1) Neither the halls nor ramps of the Premises nor the sidewalks, entrances, exits or lobby thereof will be obstructed by Licensee or used for any other purposes than ingress or egress. Licensee will not permit any chairs, movable seats, or other obstructions to be or remain in the passageways, and will keep such passageways clear at all times.
- (2) ENMU-R, through its agents, security officers, and other designated representatives, will have the right at any time to enter any portion of the Premises for any purpose whatsoever. The Premises will at all times be under the control of ENMU-R.
- (3) ENMU-R reserves the right to refuse any request of Premises for any reason.

- (4) If the Licensee fails for any reason to take possession of or use the Premises, without the written consent of ENMU-R, no payment refund will be made and any payment made to ENMU-R will be taken by ENMU-R; and the full payment called for by this License, including any disbursements or expenses incurred by ENMU-R in connection herewith, will be payable by the Licensee to ENMU-R.
  - (5) If the Premises covered by this License are destroyed or damaged by any cause, or if other casualty or unforeseen occurrence will render fulfillment of the contract by ENMU-R impossible, then this License will be immediately revoked and Licensee will be liable for partial payment only up to the time of such revocation. Licensee hereby waives and releases ENMU-R from any claim for damage or compensation, including without limitation consequential damages, on account of such revocation.
- C. EXPIRATION OF LICENSE.
- (1) At the expiration of this License, Licensee will surrender the Premises and return to ENMU-R all equipment and facilities rented or used in as good condition and repair as when acquired, except for ordinary wear and use.
  - (2) At the expiration of this License, ENMU-R reserves the right to remove from the Premises all effects remaining therein and to store the same wherever it sees fit in its name, or at its option in the name of the Licensee, but in any event at the expense and risk of Licensee. ENMU-R will not be liable in any way to Licensee on account of so removing and storing any such effects. For any additional period that any effects of Licensee remain in the Premises; ENMU-R will be entitled to charge a fee customary in Roswell, New Mexico, for such storage.
- D. CONCESSION AND PROMOTIONAL SALES
- (1) No food, drink, or other concessions are allowed on or within the Premises without written permission from ENMU-R and its dining service.
  - (2) Neither Licensee nor Licensee's exhibitors will give away or sell promotional items without written permission from ENMU-R.
- E. PROMOTION AND ADVERTISING. All promotion and advertising of the Licensee's event must clearly identify the Licensee as the sponsor or host of the event.
- F. SMOKING AND ALCOHOL. Smoking and alcoholic beverages are prohibited on and within the Premises.
- G. UTILITIES. ENMU-R will furnish, at ENMU-R's expense, heat, water, lights, air conditioning, sound, and any other such utilities necessary for Licensee's use during the term of this License. Such utilities will be those deemed necessary by ENMU-R, except that ENMU-R will not be responsible for or liable to Licensee for any loss resulting from any lack of heat, water, lights, air conditioning, sound, or other such utilities due to an act of God or the failure of equipment to operate or function properly through no fault or act of ENMU-R. All utilities will be furnished from present openings on the Premises. No engine, motor, machinery, lights, or other similar equipment, whether natural or artificial, will be operated on the Premises without the written consent of ENMU-R.
- H. PARKING LOTS. ENMU-R reserves the right to maintain and operate ENMU-R parking lots located within the area under the supervision and control of ENMU-R.
- I. SECURITY PROTECTION. Licensee may be required by ENMU-R to furnish and pay for such security protection as may be required by ENMU-R during the License period; if Licensee fails or refuses to furnish security protection satisfactory to ENMU-R, then ENMU-R may hire and charge the cost thereof to the Licensee. Armed security must be arranged for by special agreement with ENMU-R.
- J. OTHER PERSONNEL. Licensee is responsible for staffing required in connection with the event unless otherwise agreed with ENMU-R. Licensee will pay ENMU-R or ENMU-R designee(s) overseeing equipment or other services in accordance with any attached addendum.
- K. PROGRAM REQUIREMENTS. Licensee will file with ENMU-R, at least ten (10) business days before Licensee's event, a full and detailed outline of event being held, including all set-ups, seating arrangements, equipment needs, personnel, and security.

- L. SCHEDULING. Unless otherwise specified in writing, ENMU-R may schedule other events both before and after the dates of Licensee's use without notice to Licensee. All reservations made for the purpose of rehearsing will be subject to cancellation by ENMU-R with a 24-hour notice; it is intended that such a cancellation occur only when it is in the best interest of ENMU-R and other arrangements cannot be made.
- M. SEATING CAPACITY. Licensee will not sell or distribute, or permit to be sold or distributed, tickets or passes in excess of the seating capacity of the Premises.
- N. CONDUCT. Conduct of Licensee, its employees and/or representatives, should not be such as to deliberately incite or entice persons to create a hazardous, uncontrollable, or otherwise problematic situation. ENMU-R reserves the right, with its officers and agents, including its security officers, to eject any objectionable person(s) from the Premises; and in the event of the exercise of this authority, Licensee waives any and all claims for damages or costs against ENMU-R and its officers and employees on account thereof.
- O. EVENT ENTRANCE. All articles, materials, displays, etc., will be brought into/onto or out/off of the Premises only at such entrances and exits designated by ENMU-R.
- P. FIRE HAZARDS. Licensee will not bring or permit anyone to bring into/onto the Premises, or keep therein, anything that constitutes a fire hazard.
- Q. HANGING, POSTING DECORATIONS, OR PHYSICAL ALTERATION.
- (1) Licensee will not place or put up any hanging items or decorations of any kind without written consent of ENMU-R. ENMU-R reserves the right at any time to require Licensee to remove from the Premises any animals, furniture, fixtures, wiring, exhibits, or any other such item or thing. Licensee will not cause or permit any nails or other such items or things to be driven into any portion of the Premises, any signs to be affixed either to the interior or exterior, or any changes, alterations, repairs, painting, or staining of any part of the Premises, or the furnishings or equipment thereof, nor permit to be done anything that will damage or change the finish or appearance of the Premises, or the furnishings thereof. Licensee will pay the cost of repairing any and all injury and damage to the Premises, or any of the fixtures, furniture, or furnishings thereof, caused by any act of Licensee or any of Licensee's agents or associated persons or anyone on site upon the invitation of Licensee including the patrons of the attraction or function for which Licensee is using the Premises. It is expressly agreed that ENMU-R will determine whether any such damage has been done, the amount thereof, and the reasonable cost of repairing the same, and whether it is one for which, under the terms of this License, Licensee is to be held responsible. The decision of ENMU-R will be final.
  - (2) Licensee will not post or exhibit, or allow to be posted or exhibited, signs, advertisements, show bills, lithographs, posters or cards of any description, inside or outside, or on any part of the Premises or other property of ENMU-R.
- R. LAWS. Licensee will comply with all laws of the United States, including without limitation the Federal Copyright Act and the Americans With Disabilities Act, all laws of the State of New Mexico, all ordinances of the City of Roswell and ENMU-R, and all rules and requirements of applicable security and fire departments or other municipal authorities of the City of Roswell and ENMU-R, and will not do, nor suffer to be done, anything on said Premises during the term of this License in violation of any such laws, ordinances, rules or requirements. Licensee will immediately desist from and correct any such violations, and any such violations will, at the discretion of ENMU-R, subject Licensee to immediate expulsion from the Premises and the forfeiture of all payments made, without releasing in any manner any obligations for remaining payments.
- S. STORAGE. ENMU-R assumes no responsibility for any property placed in or on the Premises, and ENMU-R is hereby released and discharged from any and all property loss that Licensee sustains by reason of the occupancy of the Premises under this License.
- T. DEFAULT. Licensee's failure or refusal to pay any amount due and payable under this License, or Licensee's failure to perform any of Licensee's obligations of this License will be acts of default. In the event of Licensee default, ENMU-R will have all rights and remedies available at law, including without limitation revocation of this License.

U. MISCELLANEOUS. This License contains all of the agreements and representations made between the parties with respect to use of the Premises. This License may only be amended by an agreement in writing and signed by the parties. This License will be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, devisees, successors and assigns. The laws of New Mexico govern this License without reference to New Mexico's choice of law provisions.

IV. If the Premises include ENMU-R's swimming pool:

- A. Licensee will provide a lifeguard at Licensee's expense and conform to all of EMNU-R's institutional requirements for lifeguarding on the Premises, including but not limited to any lifeguard-to-swimmer ratios. Licensee will provide ENMU-R with evidence that the lifeguard is currently certified as a lifeguard by the American Red Cross.
- B. Licensee will, without exception, require each user to sign an Acknowledgment of Risk, Personal Responsibility and Release ("Release") in the same form as attached at Exhibit A, and will provide Lessor with a signed copy of each Release at least 24 hours in advance of the use. Licensee expressly warrants to ENMU-R that Licensee will permit no one to use the pool who has not signed a Release.

**ENMU-R**  
**Eastern New Mexico University-Roswell**

**By:** \_\_\_\_\_

**Name Typed:** \_\_\_\_\_

**Title:** \_\_\_\_\_

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

\_\_\_\_\_

**By:** \_\_\_\_\_

**Name Typed:** \_\_\_\_\_

**Title:** \_\_\_\_\_

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

## ASSUMPTION OF RISK AND RELEASE OF LIABILITY

I, \_\_\_\_\_, of \_\_\_\_\_,  
PRINTED NAME PRINTED ADDRESS

want to use the swimming pool and associated items, including but not limited to diving boards, diving board ladders, pool ladders and locker rooms (collectively, the “pool”), at Eastern New Mexico University – Roswell (“ENMU-R”). As part of being allowed to participate, I am entering into this Assumption of Risk and Release of Liability for the benefit of ENMU-R and its agents, employees, administrators, affiliates and representatives, and their successors and assigns (“the ENMU-R Parties”). I cannot revoke this agreement.

**I understand that pools are dangerous and can result in injury or death, and I still want to participate.**

I have accepted responsibility to verify with my doctor that I have no physical problems that would prohibit me from using the pool. I assure ENMU-R that I have adequate health insurance to pay any medical costs that may result from my use of the pool.

I will indemnify and hold harmless the ENMU-R Parties. I hereby release the ENMU-R Parties, from all liability arising out of use of the pool, including but not limited to any damage to my property or the property of others and injury to me or to others, including loss of limb or life. I will not sue the ENMU-R Parties if I am hurt or killed or experience property damage.

COMPLETE ONE OF THE FOLLOWING:

1. I am 18 years of age or older, and I have no medical or mental condition that prevents me from understanding this agreement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

2. The participant is less than 18 years old, and I am signing this document on his or her behalf as parent or legally designated guardian. I have read this agreement and have fully considered the potential dangers of using the pool. I agree to be specifically bound to all the terms and conditions of this agreement on behalf of the participant. I am 18 years of age or older, and I have no medical or mental condition that prevents me from understanding this agreement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date