

**SANTA FE COUNTY**

Agreement for

Commercial use of SFC premises and/or real property

Santa Fe County employees

Other: Use of parking lot for parking vehicles at the paved parking lot located at the intersection of Santa Fe Rail Trail and Rabbit Road, Santa Fe, NM.

This Agreement is made this 20<sup>th</sup> day of March, 2015 between **Santa Fe County, Santa Fe, NM, 102 Grant Avenue, Santa Fe, New Mexico 87504-0276**, a political subdivision of the State of New Mexico (hereinafter "County"), and **Jackle Productions Inc., 1 Santa Fe Studios Road, Santa Fe, NM 87508**, a corporation organized and existing under the laws of the State of California, and authorized to do business in the State of New Mexico (hereinafter the "Producer").

**RECITALS**

**Whereas**, the County and the New Mexico Department of Transportation (NMDOT) have entered into a License Agreement for Parking wherein NMDOT has granted the County a non-exclusive license to use and maintain a parking lot located at the intersection of Rabbit Road and the Santa Fe County Rail Trail (the "Parking Lot"); and

**Whereas**, the Producer is engaging in film-related activities at site northwest of the Parking Lot and requests the use of a portion of the Parking Lot for parking Producer's vehicles related to Producer's nearby film-related activities consisting of the prep and aging of a train; and

**Whereas**, the County is willing to permit the Producer to use a portion of the parking lot for parking Producer's vehicles and the County has received written approval from NMDOT to permit the use of the Parking Lot for parking that is not related to the use of the Santa Fe County Rail Trail; and

**Whereas**, the County will permit the Producer's use of the Parking Lot as described below upon the terms and conditions stated in this Agreement.

**Now therefore it is agreed between the parties:**

**Section One**  
The Premises and the Event

- A. Event and Location: Commercial film production of "The Ridiculous Six" (the "Production") in various locations in and around Santa Fe, NM.
- B. The Premises: The premises that are the subject of this Agreement is the paved Parking Lot located at the southeast corner of the intersection of at Rabbit Road and the Rail Trail, in Santa Fe County, Santa Fe, New Mexico. A depiction of the Premises is shown on Exhibit A attached hereto. The County hereby grants Producer permission to use the Premises for parking Producer's vehicles as needed for the filming-related activities occurring at a site northeast of the Premises on NMDOT right of way (aging of a train as part of the Event).
- C. Producer is permitted to use the Premises for the parking of Producer's vehicles on the dates and times indicated below. Producer's vehicles are generally described as:

(describe approximate number, type & size of vehicles)

15-20 personal vehicles, regular cars and Trucks  
No large vehicles

Dates	Location	Approx. Time
March 23 through April 2, 2015	Premises (the Parking Lot)	5 a.m. to 7 p.m.
April 6, 2015	Premises (the Parking Lot)	5 a.m. to 7 p.m.

**Section Two**  
Terms and Conditions for use of the Premises

- (1) In its use of the Premises, Producer shall leave no less than six (6) parking spaces (those nearest to the Rail Trail trailhead) and two (2) handicap-reserved spaces, open and available for public use. Producer shall not use these eight (8) parking spaces for Producer's vehicles.
- (2) All necessary parking of Producer's vehicles in connection with nearby film-related activities shall occur strictly within the boundary of the Premises on the dates and times set forth above.

- (3) No part of the Premises shall be used, assigned, or sublet for a residential dwelling or overnight use. Lessee shall use the Premises exclusively for parking of vehicles associated with the nearby film related activities under penalty of cancellation of this Agreement or damages.
- (4) **Damage to the Premises.** Producer shall not damage or engage in any construction, modifications or alteration of the Premises and Producer's use and parking shall be in compliance with all applicable federal, state, and County Ordinances and regulations. Any damage or injury to the Premises shall be repaired by Producer and the Premises restored substantially to the condition as the same was at the commencement of this Agreement. If the County claims the Producer is responsible for any damage to the Premises, the County shall notify Producer in writing within five (5) days of the County's discovery of the damage. The notice shall describe the damage for which the County claims the Producer is responsible. The County shall cooperate with the Producer or Producer's insurance company to investigate the claim and permit Producer's insurance company representative to inspect the Premises which the County claims to be damaged or injured.
- (5) Producer shall obtain the prior written approval of the County, before the commencement of any construction, alteration or any activities beyond the scope of the parking authorized by this Agreement.
- (6) **Amendment.** It is understood that the Event is contingent on weather and other factors that may affect filming-related activities. If weather conditions or production exigencies make the Event impossible, the Producer's use of the Premises may be postponed or rescheduled to other mutually acceptable dates and times. Any change to the dates and times indicated above shall be by written amendment or addendum to this Agreement.
- (7) **Term.** The term of this Agreement is for the dates indicated in Section One (C) above. Upon completion of the Event, Producer at its own expense shall remove all of Producer's vehicles, and other materials and equipment from the Premises by the end of the day on April 16, 2015. This Agreement shall be null and void if the Producer does not use the Premises as described herein or reschedules the dates or times without timely written notice to the County.
- (8) Producer accepts the Premises "as is" in its present state and condition without any representation or warranty by the County as to the condition of the Premises. Producer shall not cause any permanent damage to the Premises and shall repair any damage and return the Premises to the condition existing prior to Producer's use, reasonable wear and tear excepted, and to pay for any damage or injury that may occur as a result of Producer's use of the Premises.

- (9) Producer shall use the Premises with minimal disruption or interference with to the activities of the County and the public who use the Santa Fe Rail Trail.
- (10) Producer shall keep the Premises free of combustible materials and rubbish.
- (11) Producer's Liability. Producer acknowledges that Producer is an independent contractor and nothing in this Agreement shall be construed as creating or implying any partnership or joint venture between the County and Producer. Producer shall be liable for Producer's employees, personnel and agents, but also for the acts and omissions of its contractors and subcontractors activities on the Premises as well as the actions of any invitee or guest Producer may invite to use the Premises.
- (12) Producer shall give credit in the Production that the Production was filmed in Santa Fe County.
- (13) Notification. Producer shall provide at least forty eight (48) hour advance notice to all persons occupying properties adjacent to the Event and the Premises.

### Section Three

#### Obligations of the Producer; Fee, Insurance and Indemnification

- (1) **Fee for use of Premises.** The fee for Producer's use of the Premises is **Four Hundred Dollars (\$ 400.00) payable prior to Producer's use of the Premises.** This fee is based on an application fee of one hundred dollars (\$ 100.00) and a daily parking fee of twenty-five dollars (\$25.00) per day for twelve (12) days.
- (2) Insurance. Producer shall, during the term of this Agreement and any other period of occupancy of the Premises, at Producer's sole cost and expense, insurance from companies authorized to write and provide insurance in the State of New Mexico. The Producer shall procure and maintain throughout the term of this Agreement a commercial general liability with liability limits in amounts not less than the limits established in the New Mexico Tort Claims Act, § 41-4-1, et seq., NMSA 1978, as amended, or a policy not less than \$1,000,000 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence. Said policies of insurance shall include coverage for all activities and operations performed by the Producer under this Agreement and contractual liability coverage. The County of Santa Fe shall be named as an additional insured on the policy.

If the Producer fails to deliver to the County for its approval, a certificate of insurance showing the coverage required by this Paragraph (2) (Insurance) at least three (3) business days before Producer's use of the Premises, the County will consider this Agreement to be void and no further notice is required.

(3) Indemnification. Except for any claims that are the result of the negligence or willful misconduct of the County, Producer agrees to hold harmless and indemnify the County and the NMDOT for any and all suit, claims for loss or liabilities for, any person injury to any person or and damage to the Premises or property thereon, occasioned by or resulting from Producer's use of the Premises under this Agreement, and any and all claims asserting a failure to act, whether sounding in personal injury, property damage, injunctive relief or other extraordinary relief, or otherwise; and the Producer shall promptly pay and satisfy any and all judgments rendered against the County or NMDOT or sums paid out by the County or NMDOT in payment of any claims asserted or awarded against the County or NMDOT resulting from Producer's use of the Premises.

(4) New Mexico Tort Claims Act. No provision of this Agreement modifies or waives any sovereign immunity or limitation of liability enjoyed by the County or its "public employees" at common law or under the New Mexico Tort Claims Act, § 41-4-1 et seq. NMSA 1978, as amended.

#### Section Four Miscellaneous

A. Revocation or Termination. The County retains the right to revoke, suspend or terminate the permission under this Agreement for any reason including NMDOT's revocation or termination of the License Agreement for Parking between the County and NMDOT. Notwithstanding the rights of the County to revoke or suspend the permission of the Producer to use the Premises, in no event shall the County have the right to enjoin the Production, distribution, or exploitation of the Production or the advertising or promotion thereof.

B. No Third Party Beneficiaries; No Assignment or Transfer. This Agreement does not create any rights in any persons or entities not a party hereto. Producer shall not assign or transfer this Agreement without the prior written approval of the County.

C. Severability. If any term or condition of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, the remainder of this Agreement shall not be affected and shall be valid and enforceable to the fullest extent of the law.

D. Applicable Law. This Agreement shall be governed by, construed and enforced in accordance with the Laws of the State of New Mexico and any dispute hereunder shall be brought in the First Judicial District Court, Santa Fe County, Santa Fe, New Mexico. Producer shall abide by all laws, regulations or County Ordinances pertaining to the use of Santa Fe County facilities, including activities prohibited by County Ordinance or regulation.

E. The County warrants, represents, and agrees that the County has the authority to grant to Producer permission to use the Premises as described herein and to enter into this Agreement.

F. Producer hereby represents and warrants that it is a corporation duly organized and in good standing under the laws of the State of California and that the designated contact or representative for purposes of this Agreement is Supervising Location Manager, Clay Peres (505) 490-0571.

G. The Producer warrants that this Agreement has been duly authorized and the person executing this Agreement is authorized to do so, and once executed this Agreement shall constitute a binding obligation of the Producer.

H. Survival. The provisions of following paragraphs shall survive the expiration or termination of this Agreement: Indemnification; New Mexico Tort Claims Act, and Producer's Liability.

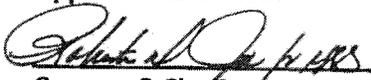
The parties have executed this Agreement the day and year first written above.

**Santa Fe County**

  
Katherine Miller  
Santa Fe County Manager

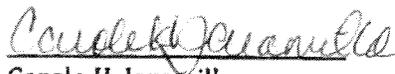
Date: 3.23.15

Approved as to form:

  
Gregory S. Shaffer  
County Attorney

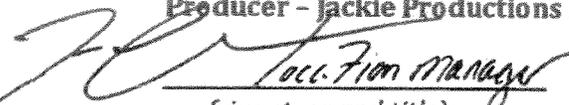
Date: 3/20/15

**Finance Department**

  
Carole H. Jaramillo  
Finance Director

Date: 3/23/15

**Producer - Jackie Productions Inc.**

  
(signature and title)

Date: 3-20-15

# Parking Lot located SE of Intersection of Rabbit Road and SF Rail Trail

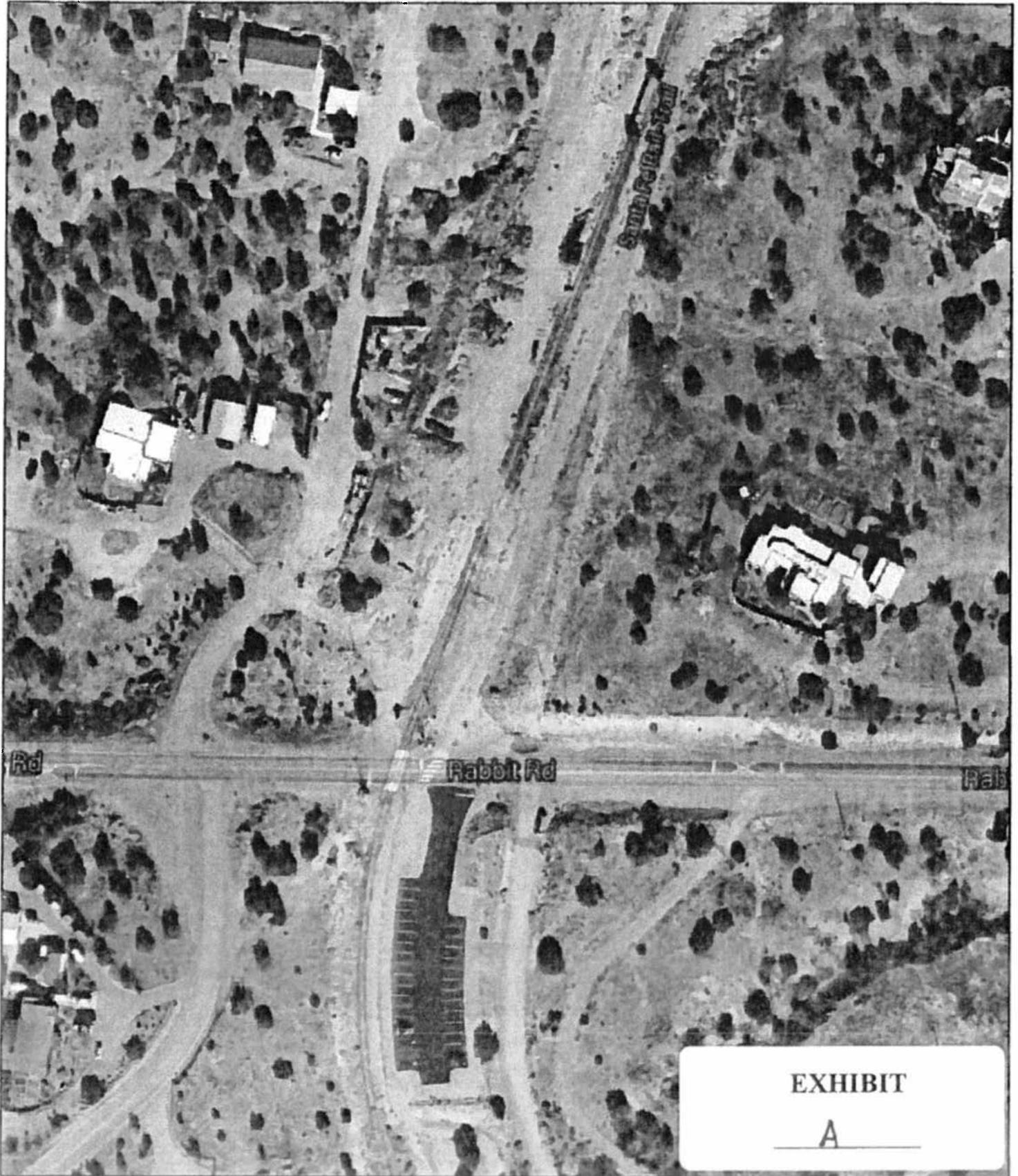


EXHIBIT  
    A    

WARNING  
This data was prepared for  
PLANNING PURPOSES ONLY

0 15 30 60 90 120 Feet

1 inch represents 100 feet



March 19, 2015

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