

SANTA FE COUNTY
RESOLUTION NO. 2015 - 103

A Resolution Adopting the "Policies and Procedures for Temporary Use Leasing of the Santa Fe County Fairgrounds"

WHEREAS, the Santa Fe County Fairgrounds ("Fairgrounds") comprises approximately 10 acres of land and include an exhibit hall, large annex, small animal building, and a livestock barn with pens; and

WHEREAS, the Fairgrounds are a community asset that should be available for lease for both public and private events when not being used for County purposes; and

WHEREAS, the County Community Services Department has developed the attached *Policies and Procedures for Temporary Use Leasing of the Santa Fe County Fairgrounds* ("Policies and Procedures"); and

WHEREAS, the Policies and Procedures provide for short-term leasing of the Fairgrounds, including a sample lease and fee schedule; and

WHEREAS, the Board of County Commissioners finds that the Policies and Procedures provide for a predictable yet flexible approach to leasing the Fairgrounds and provide for a fair return to the County.

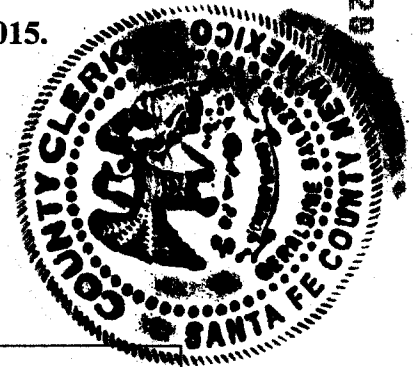
NOW, THEREFORE, BE IT RESOLVED that the attached *Policies and Procedures for Temporary Use Leasing of the Santa Fe County Fairgrounds*, including the attached sample lease and fee schedule, are hereby adopted.

PASSED, APPROVED, AND ADOPTED THIS 28TH DAY OF JULY, 2015.

BOARD OF COUNTY COMMISSIONERS



Robert A. Anaya, Chair



ATTEST:

Geraldine Salazar
Santa Fe County Clerk

APPROVED AS TO FORM:

Gregory S. Shaffer
Santa Fe County Attorney

SEC CLERK RECORDED 8/11/2015



COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss

BCC RESOLUTIONS
PAGES: 11

I Hereby Certify That This Instrument Was Filed for
Record On The 11TH Day Of August, 2015 at 01:03:02 PM
And Was Duly Recorded as Instrument # **1771800**
Of The Records Of Santa Fe County

Deputy Estrella Martinez Witness My Hand And Seal Of Office
Geraldine Salazar
County Clerk, Santa Fe, NM

**COUNTY OF SANTA FE - SANTA FE COUNTY FAIRGROUNDS
TEMPORARY USE LEASE AGREEMENT**

This Temporary Use Lease Agreement ("Lease") is entered into this ___ day of ___, _____, _____, by and between the County of Santa Fe ("County") and _____ ("Lessee") in accordance with the following terms and conditions:

1. Lease

The County leases the Premises to Lessee for the Term and subject to all the covenants and conditions of this Lease. As used in this Lease, "Premises" means the following grounds and buildings of the Santa Fe County Fairgrounds ("Fairgrounds"), located on Rodeo Road in Santa Fe, New Mexico:

[Describe Portion of Fairgrounds, Buildings, and other Improvements Subject to Lease]

Lessee shall use the Premises only for the following purpose(s):

[Describe Event(s) and Purpose(s)]

("Authorized Use"). Lessee shall not use or occupy any grounds or buildings at the Fairgrounds except those comprising the Premises and shall not use or occupy the Premises for any purpose other than the Authorized Use.

In accepting this Lease, Lessee acknowledges and agrees that:

- (i) neither the County nor any agent of the County has made any representation or warranty regarding the condition of the Premises or with respect to the suitability of the Premises for the Authorized Use;
- (ii) The County has no obligation and has made no promises to alter, remodel, improve, renovate, repair or decorate the Premises; and
- (iii) Lessee shall accept the Premises in their AS IS condition as of the Effective Date of this Lease.

2. Rental and Deposit

- A. In accordance with the Policies and Procedures for Temporary Use Leasing of the Santa Fe County Fairgrounds ("Policies and Procedures"), which are incorporated into this Lease by reference and made a part hereof, Lessee shall pay \$ _____ in rent. Lessee shall pay the rent, in full, upon

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execution of this Lease.

- B. At the end of the Term of this Lease, Lessee shall return the Premises and any tables, chairs or other County equipment used by Lessee to the County in the same condition that they were in prior to Lessee's use of the Premises. As security for this covenant, Lessee shall pay the County \$ _____ as a damage and cleaning deposit, which the County will return to Lessee upon the County's verification of Lessee's compliance with this clause. If Lessee breaches this clause, the County shall be entitled to retain all or the portion of the deposit the County deems necessary to clean the Premises, including removal of any signs, posters or decorations, and to repair or replace any damaged County property.

3. Effective Date

Upon execution by the County and the Lessee, this Lease shall be effective as of the date first written above.

4. Term

The Term of this Lease shall begin at _____ am/pm on _____ (Date(s)) and end at _____ am/pm on _____ (Date).

5. Tables and Chairs

The Lessee is permitted use of tables and chairs located within the Premises. The Lessee is responsible for setting up tables and chairs and for their proper use and care, and Lessee shall return all chairs and tables used by the Lessee to their original storage location.

6. Signs

Any signs, posters or decorations used by Lessee during the Term of this Lease shall only be affixed to the inside metal components of the buildings including in the Premises. All such signs, posters and decorations shall be removed, including means of attachment, prior to the termination of this Lease. No sign, poster or decoration may be affixed outside any building at the Fairgrounds Property without prior written approval of the County.

7. Safety, Security and Inspection

- A. The Lessee shall solely be responsible at Lessee's expense for maintaining a safe and secure environment during Lessee's use of the Premises.

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(1) In case of an emergency involving criminal activity, fire, personal injury, or any threat to individual or public safety, the Lessee shall immediately call -911.

(2) In the case of an emergency involving any plumbing, electrical, gas or other system of the Premises, the Lessee shall immediately call 505-231-1702.

- B. Lessee shall at Lessee's expense provide a minimum of two licensed and bonded security service personnel to patrol the Premises for public events to maintain the peace and protect against criminal activity, trespass, and injuries to persons and property. The County reserves the right to increase or decrease the amount of security required depending on the purpose and nature of the Lessee's use of the Premises.
- C. The County reserves the right but shall not have the duty to inspect the Premises during the Term of this Lease.

8. Termination

- A. Termination of Lease for Cause - Either party may terminate this Agreement for cause based upon a material breach of this Agreement by the other party, provided that the non-breaching party shall give the breaching party written notice specifying the breach and shall afford the breaching party a reasonable opportunity to correct the breach. The non-breaching party shall retain any and all other remedies available to it under law; **provided, however, that the County may terminate this Lease without notice or providing opportunity to cure based upon Lessee's violation of federal, state, or local law, or if the Fire Marshall, Sheriff, or other responsible County or City official declares that Lessee's use of the Premises is creating a nuisance or a threat to public health, safety or welfare.**
- B. Termination of Lease Without Cause: Either party may terminate this Lease by giving at least thirty (30) days written notice of termination to the other party.
- C. Delay in enforcing any provision of this Lease shall not constitute a waiver by the County.

9. Assignment

The Lessee shall not assign or transfer any interest in this Lease without the express prior written consent of the County. The County may refuse to consent such assignment or transfer for any reason.

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10. Hazardous Materials

Neither Lessee, nor any of Lessee's agents, contractors, employees, licensees or invitees shall at any time handle, use, manufacture, store or dispose of in or about the Premises any flammable substances (meaning any substance that has a flash point of 80 degrees Fahrenheit or lower, as determined by the Tagliabue Open Cup Tester), explosives, radioactive materials, hazardous wastes or materials, toxic wastes or materials, or other similar substances, petroleum products or derivatives or any substance (collectively "Hazardous Materials") subject to regulation by or under any federal, state and local laws and ordinances relating to the protection of the environment or the keeping, use or disposition of environmentally hazardous materials, substances, or wastes, presently in effect or hereafter adopted, all amendments to any of them, and all rules and regulations issued pursuant to any of such laws or ordinances (collectively "Environmental Laws").

Notwithstanding the foregoing, and subject to County's prior consent, Lessee may handle, store, use or dispose of products containing small quantities of Hazardous Materials to the extent customary and necessary for the use of the Authorized Use of the Premises; provided that Lessee shall always handle, store, use, and dispose of any such Hazardous Materials in a safe and lawful manner and never allow such Hazardous Materials to contaminate the Premises or the environment.

11. Additional Expressly Prohibited Activities

- A. Alcoholic beverages shall not be served, sold or consumed on the premises, and any violation of this prohibition will subject the Lessee to criminal prosecution.
- B. Smoking is prohibited.
- C. Weapons, including knives (other than common household utensils) and firearms, are prohibited on the Premises except as expressly approved by the County and described in Exhibit A to this Lease.
- D. Animals (except service animals) are prohibited from the Fairgrounds except as expressly approved by the County and described in Exhibit A to this Lease.
- E. Fireworks are prohibited.
- F. Open flames and flame producing devices are prohibited.

12. Indemnification

The County shall not be liable and Lessee hereby waives all claims against the

County for any damage to any property or any injury to any person or property in or about the Premises by or from any cause whatsoever arising out of or relating to Lessee's use of the Premises, except to the extent caused by or arising from the gross negligence or willful misconduct of the County. Lessee shall protect, indemnify and hold the County harmless from and against any and all loss, claims, liability or costs (including court costs and attorney's fees) incurred by reason of (a) any damage to any property or any injury to any person occurring in, on or about the Premises to the extent that such injury or damage shall be caused by or arise from any actual or alleged act, neglect, fault, or omission by or of Lessee (including Lessee's agents, servants, employees, invitees, or visitors) to meet any standards imposed by any duty with respect to the injury or damage; (b) the conduct or management of any work or thing whatsoever done by the Lessee in or about the Premises or from transactions of the Lessee concerning the Premises; (c) Lessee's failure to comply with any and all federal, state, or local laws, ordinances and regulations applicable to the condition or use of the Premises or its occupancy; or (d) any breach or default on the part of Lessee in the performance of any covenant or agreement on the part of the Lessee to be performed pursuant to this Lease. The provisions of this clause shall survive the termination of this Lease with respect to any claims or liability accruing prior to such termination.

As used in this clause, "County" includes the County and its officers, employees, contractors, agents, and assigns; "Lessee" includes the Lessee and its officers, employees, contractors, agents, invitees, and visitors.

13. Insurance

Lessee shall maintain during the Term of this Lease a commercial general liability insurance policy that, at a minimum, covers bodily injury and property damage arising out of or relating to Lessee's use of the Premises. The policy shall have a liability limit in the amount of not less than \$1,000,000 per occurrence and name the County as an additional insured. Lessee shall provide proof of such general liability insurance acceptable to the County.

14. Compliance with Law

In using the Premises Lessee shall comply with all applicable federal, state, and local laws, ordinances, codes, and regulations (including the Policies and Procedures) during the Term of this Lease, and Lessee shall obtain all permits, licences, and any other authorizations that may be necessary to lawfully carry out the Authorized Use on the Premises. Lessee shall be solely responsible for ascertaining and complying with the law applicable to its use of the Premises.

15. Damage

The Lessee agrees to restore the Premises to the same condition in which they

existed prior to Lessee's use of the Premises. Lessee shall pay the full cost of repairing, restoring, or replacing (at the County's option) any County property or equipment that was destroyed, damaged or taken during the Lessee's use of the Premises; provided, however, that Lessee shall not be liable for damage caused by inclement weather, County personnel, or causes not related to Lessee's use of the Premises. Lessee's liability for damage to County property and equipment shall not be limited to the amount of the cleaning and damage deposit. This clause shall survive termination of this Lease.

16. Amendment

This Lease shall not be altered, changed or amended except by written agreement executed by the County and Lessee. here to, however the County reserves the right to waive any provision of this Lease. .

15. Integration

This Lease represents the full and final agreement between the County and Lessee and it supersedes all other agreements, statements or representations, whether oral or written, that may have been made by the parties or their agents concerning Lessee's use of the Premises.

17. Severability

If any term or condition of this Lease shall be held invalid, the remainder of this Lease shall not be affected but shall be valid and enforceable to the fullest extent of the law.

IN WITNESS WHEREOF, the parties have executed this Lease this as of the date first written above.

LESSEE:

Name: _____
Address: _____
Telephone: _____
Email: _____

By: _____ (Signature)
Name:
Title:

SANTA FE COUNTY:

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By: _____ (Signature)

Name:

Title:

FEE RECEIPT AND INSPECTION REPORT

<u>Payment for</u>	<u>Amount Due</u>	<u>Paid</u>
Exhibit Hall \$165 per day	\$ _____	
Large Annex	\$ _____	
Small Animal Bldg. \$260 per day	\$ _____	
Tables \$6.50 each	\$ _____	
Chairs \$1.00 each	\$ _____	
Total	\$ _____	# _____
 <i>Cleaning/Damage Deposit</i>	 \$ _____	 # _____

The Lessee has remitted the fees noted above. The premises and equipment have been inspected upon commencement of use by the Lessee and have been found to be clean and in good repair. Any damage is noted as follows:

Lessee Representative

Date

County Representative

Date

Return of Premises

Upon return of the premises at the close of the use period specified herein, the

premises and equipment have been inspected and they have been found to be in the following condition:

SATISFACTORY

UNSATISFACTORY

(Circle One)

If unsatisfactory, describe damage as follows:

Lessee Representative

Date

County Representative

Date

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