

SANTA FE COUNTY
RESOLUTION NO. 2020- 61

**A RESOLUTION ADOPTING POLICIES AND PROCEDURES
AND A FEE SCHEDULE FOR USE OF THE SANTA FE COUNTY
EDGEWOOD EQUESTRIAN CENTER**

WHEREAS, Santa Fe County (County) owns and operates the Edgewood Equestrian Center (the "Facility") located in the town of Edgewood; and

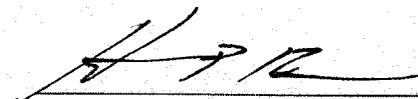
WHEREAS, the County intends to operate the Facility so that the public can take advantage of its arena and hiking and riding trails; and

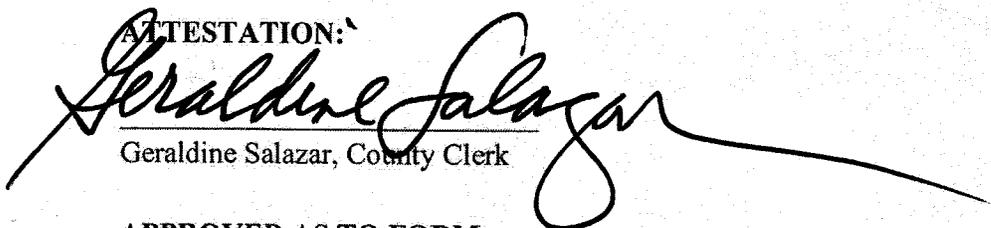
WHEREAS, the Board of County Commissioners (BCC) wishes to establish and adopt policies and procedures to govern the operation and administration of the Facility, and to adopt a fee schedule identifying charges to be assessed for different types of use of the Facility, including the lease of the Facility.

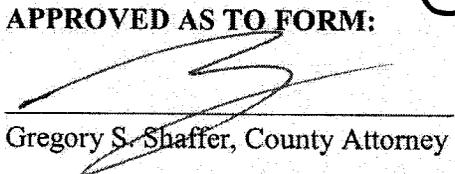
NOW, THEREFORE, BE IT RESOLVED that the BCC adopts the Policies and Procedures for Use of the Santa Fe County Edgewood Equestrian Center attached hereto as Exhibit A, and the Edgewood Equestrian Center Rental Fees attached hereto as Exhibit B, to be used by and applied in connection with the operation and management of the Facility.

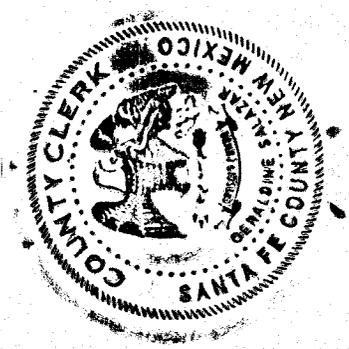
PASSED, APPROVED, AND ADOPTED THIS 8th DAY OF SEPTEMBER, 2020.

BOARD OF COUNTY COMMISSIONERS
OF SANTA FE COUNTY

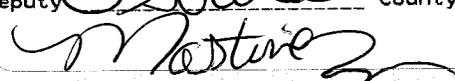

Henry P. Roybal, Chair

ATTESTATION:

Geraldine Salazar, County Clerk

APPROVED AS TO FORM:

Gregory S. Shaffer, County Attorney



SFC CLERK RECORDED 09/09/2020

COUNTY OF SANTA FE) BCC RESOLUTIONS
STATE OF NEW MEXICO) ss PAGES: 12
I Hereby Certify That This Instrument Was Filed for
Record On The 9TH Day Of September, 2020 at 04:09:28 PM
And Was Duly Recorded as Instrument # 1927413
Of The Records Of Santa Fe County
Witness My Hand And Seal Of Office
Geraldine Salazar
Deputy  County Clerk, Santa Fe, NM




**Policies and Procedures for Use of the
Santa Fe County Edgewood Equestrian Center
97 W. Frontage Road, Edgewood, NM 87015**

I. General

A. The County owns the Edgewood Equestrian Center (the "Center") located at 97 W. Frontage Road, Edgewood, New Mexico. The Center, which includes several walking/riding trails, occupies two parcels totaling approximately 30 acres (the "Premises"). The facilities at the Center consist of an open-air riding arena, a small circular horse pen, and the trails. The trails are open to the public, and the facilities can be leased on a short-term basis for public and private events.

B. All users of the Center must follow these rules and restrictions:

- i) All users of the Center's facilities (excluding the trails), whether such use is pursuant to a written lease agreement or otherwise, shall sign a Waiver and Release of Liability form in the form attached hereto as Exhibit 1. There is no direct supervision of individuals utilizing the trails, and those users do so at their own risk.
- ii) No alcoholic beverages, or any other drug or intoxicant, shall be brought onto the Premises.
- iii) Trails may be used for hiking, cycling and horseback riding. Cyclists and hikers should yield the trail to horses. Galloping on the trails is not permitted. No motorized vehicles are permitted on the trails.
- iv) Remain on the trails when hiking, cycling or trail riding.
- v) No smoking on the Premises.
- vi) Dogs must be on leash at all times.
- vii) The use of helmets while riding is encouraged but not required, except that the use of helmets for certain events may be required.
- viii) There shall be no more than five horses in the arena at any time, which restriction is subject to revision (either more or less restrictive) by on-site management.
- ix) No reckless riding is permitted.
- x) Adhere to posted hours for the Center.
- xi) Anyone violating these rules can be asked to depart the Premises.

II. Lease

A. The Center may be reserved for public or private uses or events (e.g., 4H Club and FFA Program events, activities such as roping, steer wrestling, barrel racing, bronc riding, and bull riding) by executing a *Temporary Use Lease Agreement* that is substantially in the form of the sample lease attached to these Policies and Procedures as Exhibit 2. The decision to approve or disapprove a proposed lease shall be made by the Director of the County Community Services Department ("Director") or another person or entity designated by the Director, any individual appointed by the Board of County Commissioners to serve as Trustee of the Center. If the Director or Director's Designee approves a proposed lease, the Director or Director's Designee will sign it

Exhibit A

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on behalf of Santa Fe County, as lessor. A lease shall not be denied solely because the proposed use is "for profit." The Director or Director's Designee may deny a lease to prevent the same lessee from leasing the Center, or the same use from occurring on the Center, more than once every two weeks. Depending on the nature of the lessee's proposed use, the Director or Director's Designee may modify the form of lease to impose additional requirements on the lessee, but shall not diminish the duties of the lessee except as approved by the County Attorney.

B. Except as otherwise decided by the Santa Fe Board of County Commissioners ("BCC") or the County Manager, whether a lease is in the best interest of the County shall be within the sole discretion of the Director and Director's Designee. The granting of a lease does not constitute County endorsement of the lessee or the lessee's purpose of use, nor shall the lease create any partnership, joint venture, or any other relationship between the County and the lessee other than a lessor-lessee relationship subject to the terms of a written lease.

C. Lessees shall have an affirmative duty to know and comply with these Policies and Procedures as well as all other applicable federal, state, and local laws.

D. The term of a temporary use lease shall not exceed 5 days unless approved by the County Manager. Unless otherwise approved by the Director or Director's Designee in writing, lessees may only use the Center between the hours of 8:00 AM and 10:00 PM.

E. A rental deposit and a damage and cleaning deposit shall be payable in full at the time the lease is executed and shall be calculated in accordance with the Fee Schedule attached to the Resolution adopting these Policies and Procedures as Exhibit B, as the same may be amended from time to time. However, the Director or Director's Designee may require additional or higher fees as appropriate to cover any additional costs (including in-house administrative costs) that may be incurred by the County as a result of a lessee's use of the Center.

F. Businesses and other lessees desiring to lease the Center for the purpose of conducting any business shall present the Director or Director's Designee with proof that the lessee is licensed to conduct business within the State of New Mexico and within city, town or county with jurisdiction over the business, or that a license is not required.

G. A lessee may cancel a lease by providing the Director or Director's Designee prior written notice of cancellation. If the Lessee cancels the lease, the Director or Director's Designee will return the lessee's damage and cleaning deposit in full within 30 days of cancellation. The County will refund or retain all or a portion of the pre-paid rental according to the following schedule:

- 30 days or more prior notice of cancellation: Full Refund
- 15 thru 29 days' prior notice of cancellation: 50% Refund
- 0 thru 14 days' prior notice of cancellation: 0% Refund

H. Lessees shall not discriminate against any person on the basis of race, color, religion, creed, age, disability, sex, national origin or sexual orientation.

III. Accounting

All rents, deposits, fees, and other funds received and refunds provided in connection with the lease or use of the Center shall immediately be documented on a spreadsheet maintained by the Director or Director's Designee or as otherwise required by the Finance Division Director. A receipt shall be provided showing the amounts and purposes of each payment made. All payments shall promptly be submitted to the Office of the Santa Fe County Treasurer for proper accounting. The Director or Director's Designee shall not accept cash or credit/debit cards for any purpose. Spreadsheets shall be kept current and reconciled with reservations, receipts, and refunds.

IV. Trustee

The BCC may from time to time appoint one or more residents to serve as Trustee to assist the Director or Director's Designee with the overall management of the Center. Trustees shall have such responsibilities as the Director or Directors' Designee may designate in writing from time to time. Each Trustee shall serve at the pleasure of the Board and may be removed at any time.

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**SANTA FE COUNTY EDGEWOOD EQUESTRIAN CENTER
TEMPORARY USE LEASE AGREEMENT**

This Temporary Use Lease Agreement ("Lease") is entered into this ____ day of _____, 20____, 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 set forth below 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 Edgewood Equestrian Center (the "Center"), located at 97 W. Frontage Road in Edgewood, New Mexico:

[Describe Portion of Arena 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 the Center 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;
- (iii) Lessee has visited and inspected the Premises and shall accept the Premises in their AS IS condition as of the Effective Date of this Lease; and
- (iv) Lessee (and all Lessee's employees, agents and guests) shall comply with the *Policies and Procedures for Use of the Santa Fe County Edgewood Equestrian Center* ("Policies and Procedures"), which are incorporated into this Lease by reference and made a part hereof.

2. Rental and Deposit

- A. In accordance with the Center's fee schedule, Lessee shall pay \$ _____ in rent. Lessee shall pay the rent, in full, upon 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 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) and end at _____ am/pm on _____ (Date).

5. 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 on 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 Center without prior written approval of the County.

6. Safety, Security and Inspection

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

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

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

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 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.

7. 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 the Policies and Procedures, federal, state, or local law, or if the Fire Marshall, Sheriff, or other responsible County 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.

8. Assignment

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

9. 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.

10. 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 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. Fireworks are prohibited.

11. 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 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.

12. 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.

13. 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.

14. 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 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.

15. Amendment

This Lease shall not be altered, changed or amended except by written agreement executed by the County and Lessee. Notwithstanding the foregoing, the County reserves the right to waive any provision of this Lease, which waiver must be in writing and signed by the County.

16. 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.

17. 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.

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:

By: _____ (Signature)
Name:
Title:

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FEE RECEIPT AND INSPECTION REPORT

<u>Payment for</u>	<u>Fee</u>	<u>Deposit</u>	<u>Amount Due</u>	<u>Paid</u>
For Profit Revenue Generating Event	\$200.00	\$375.00		
Non Profit Full Day Event	\$100.00	\$375.00		
Non Profit Half Day Event	\$50.00	\$180.00		
Private Event - Full Day	\$100.00	\$375.00		
Private Event - Half Day	\$50.00	\$180.00		
Commercial Event - Half Day	\$125.00	\$250.00		
Riding w/ Livestock - Full Day	\$125.00	\$250.00		
Riding w/ Livestock - Half Day	\$75.00	\$125.00		
Private Riding - Full Day	\$40.00	\$50.00		
Private Riding - Half Day	\$20.00	\$25.00		

Total \$ _____

Cleaning/Damage Deposit \$ _____

Lessee has remitted the fees noted above. The Premises and equipment have been inspected upon commencement of use by 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)

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If unsatisfactory, describe damage as follows:

Lessee Representative

Date

County Representative

Date

SFC CLERK RECORDED 09/09/2020