SANTA FE COUNTY CLERK
Facility Rental Agreement
Nambe Pueblo

This Agreement between **Santa Fe County** (the "County"), a political subdivision of the State of New Mexico, and **Nambe Pueblo** ("Owner"), a federally recognized Indian pueblo or tribe, is for the rental of a venue for the purpose of reservint a site or location for elections to be conducted by the Santa Fe County Clerk (collectively, the "Parties").

Whereas, the County needs to temporarily use the Owner's facility as a voting location for the 2026 General Election ("Election"). For the purposes of this Agreement, the location is **Nambe Pueblo Housing Entity**, located at **3 Oyegi Poe Santa Fe, NM 87506** (the "Venue"); and

Whereas, the Owner represents that the Venue has broadband internet; and

Whereas, the Owner agrees to the County's rental and use of the Venue on the terms and conditions stated below.

Now, therefore, the Parties agree to the following:

1. The Owner agrees that the County Clerk will use the Venue at no cost or monetary payment to the Owner as rent.

2. The County Clerk will have access to and use of the Venue for the purpose of conducting the 2026 General Election Day Voting (the "Event"). As time for the Event approaches, a staff member from the County Clerk's Office will coordinate the set up and tear down times for the County's use of the Venue. The Owner will provide the County Clerk with the items necessary to give the County Clerk access to the Venue no later than **October 27, 2026.**

3. The County's use of the Venue for the Event will be from 8:00 a.m., October 27, 2026, to November 6, 2026 (the Rental Period).

4. The Owner ensures that the Venue has and that the Owner will maintain broadband internet connection throughout the Rental Period which will provide the County Clerk with real-time access to the County Clerk's voter registration electronic management system.

5. Within three (3) days of the expiration of the Rental Period, the County Clerk will return to the Owner all keys and other access control devices in its possession.

6. The County Clerk will remove all personal property, trash, and other items that were not present in the Venue when the County Clerk was given access to the Venue.

7. Any liability on the part of the County incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act NMSA 1978 §41-4-1, et seq., as amended. No provisions 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 Tort Claims Act.

8. Nothing in this Agreement will be construed as a waiver of the Pueblo's inherent sovereign immunity as a federally recognized Indian pueblo or tribe.

9. Any disputes arising under this contract shall be adjudicated in the First Judicial District Court, Santa Fe, New Mexico.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the last signature below.

SANTA FE COUNTY

9/11/2026

Gregory S. Shaffer — Date
Santa Fe County Manager

Approved:

Katharine E. Clark — 10/27/2026
Katharine E. Clark — Date
Santa Fe County Clerk

Approved as to form:

Valeria Joe for — 9/11/2026
Walker Boyd — Date
Santa Fe County Attorney

OWNER or TITLE – Nambe Pueblo Housing Entity

[signature] — 9-22-26
~~Governor~~ Executive Director — Date