SANTA FE COUNTY CLERK
Facility Rental Agreement
Pueblo of Tesuque

This Agreement between **Santa Fe County**(the "County"), a political subdivision of the State of New Mexico, and the **Pueblo of Tesuque** ("Owner"), a federally recognized Indian pueblo or tribe, is for the purpose of reserving 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 purposes of this Agreement, the location is the **Tesuque Pueblo Intergenerational Center**, located at **39 TP 804 Santa Fe, NM 87506** ("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 terms and conditions:

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 the 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 items necessary to give the County Clerk's access to the Venue no later than October 28, 2026.

3. The County's use of the Venue for the Event will be from 8:00 a.m., October 28, 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 to provide the County Clerk's Office 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, if applicable, 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 Santa Fe County Manager	Date

Approved:

Katharine E. Clark	10/28/2026
Katharine E. Clark Santa Fe County Clerk	Date

Approved as to form:

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

OWNER – Pueblo of Tesuque

	27 October 2026
Health & Wellness Division Director	Date