SANTA FE COUNTY CLERK
Facility Rental Agreement
Unity Santa Fe

This Agreement for the rental of a venue for the purpose of reserving a voting location for elections, and related activities, conducted by the **Santa Fe County Clerk of Santa Fe County**, is made by and between **Unity Santa Fe, Inc.** ("Owner") and Santa Fe County ("County"), a political subdivision of the state of New Mexico (collectively, the "Parties").

Whereas, the County desires to temporarily, occupy, and make use of the Owner's following facility as a voting location for the 2026 General Election: **Unity Santa Fe, Inc., 1212 Unity Way, Santa Fe, NM 87506** ("Venue"); and

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

Whereas, the Owner agrees to such rental, occupation, and use of the Venue in consideration of certain payments and covenants herein enumerated.

Now, therefore, the Parties agree to the following terms and conditions:

1. The County Clerk shall pay to the Owner a rental fee of two hundred fifty dollars ($250.00) per day for use of the sanctuary for each day of the rental period, November 1, 2026, through November 4, 2026, for a total of one thousand dollars ($1,000.00), plus a rental fee of one hundred twenty-five dollars ($125.00) for use of the Community Room on Election Day, November 3, 2026, for a total rental fee of one thousand one hundred twenty-five dollars ($1,125.00), no more than 14 days after receiving an invoice setting forth the rental fee.

   If the County fails to comply with the restoration requirements set forth in Paragraph 5 of this Agreement, including restoration of chairs, replacement of materials, removal of County property, and vacuuming of the sanctuary, as reasonably determined by Owner, the County shall pay an additional restoration fee of two hundred fifty dollars ($250.00).

Any restoration fee owed under this Paragraph is due no later than fourteen (14) days after the County receives an invoice from the Owner setting forth the amount due.

2. The County Clerk's Office shall have access to and use of the Venue from **November 1, 2026, through November 4, 2026** (the rental period), for the purpose of **2026 General Election Day Voting** (the Event). On Election Day, November 3, 2026, the County Clerk's Office shall also have use of the Community Room as a break room for election workers. As the Event approaches, a staff member from the County Clerk's Office will coordinate the exact set up and tear down times with Owner. Owner shall provide to the County Clerk's Office all keys, access control codes, and other items necessary to give the County Clerk's Office access to the Venue no later than **November 1, 2026.**

3. Owner shall provide access to the Venue's broadband internet service during the rental period. The service is typically high-speed and reliable; however, Owner's obligation is limited to providing the existing infrastructure, electrical power, and access necessary to utilize such service. Owner shall not be responsible for interruptions, outages, or degradation of service caused by the internet service provider (including NM Surf) or by circumstances beyond Owner's reasonable control.

4. Within three (3) days of the rental period's expiration, the County Clerk shall return to Owner all keys and other access control devices in its possession.

5. The County Clerk shall remove all personal property, trash, and other items that were not present in the Venue when the County Clerk's Office took control of it. In addition, all notepads, pens, and tissue packets must be removed from all chairs prior to chairs being moved and stacked. Those items must be replaced in each and every chair once the chairs have been returned to their original configuration. County will vacuum the sanctuary after voting has ended prior to vacating the Venue and shall ensure that the Venue is returned to the condition existing at the commencement of the rental period.

6. 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.

7. 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

10/27/2026

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:

10/27/2026

Walker Boyd — Date

Santa Fe County Attorney

OWNER

Unity Santa Fe, Inc.

Kimberly Taylor — Date 10/18/26

Title: President, Board of Trustees