

**Parking Lot Lease Agreement
Between
Santa Fe County and the Santa Fe Society of Artists**

This **LEASE AGREEMENT** is made and entered into this 21st day of May, 2012, by and between Santa Fe County, hereinafter referred to as "Lessor" and the Santa Fe Society of Artists, a New Mexico 501(c)(3) corporation whose principal address is P.O. Box 2031, Santa Fe, New Mexico, 87504, hereafter referred to as "Lessee."

In consideration of the covenants and agreements of the Lessee as set forth in this Lease, the Lessor does hereby lease, let and demise unto the Lessee under the conditions specified below, the parking lot of the County building located at 102 Grant Avenue, Santa Fe, New Mexico (the "Property").

IT IS MUTALLY AGREED BETWEEN THE PARTIES:

1. CONDITIONS OF LEASE

- A. This Lease pertains to the Property which is the paved parking area behind the building located at 102 Grant Avenue in Santa Fe, NM.
- B. Lessee may utilize the Property only on the days specified in Article 5 and only for the purpose of outdoor art shows.
- C. Lessee shall be responsible for ensuring that the Property is maintained in a clean and orderly state during and after each art show and upon the expiration of the term of this Lease.
- D. Lessee shall obtain all necessary permits and licenses to conduct the outdoor art shows on the Property.
- E. During its use of the Property as authorized by this Lease, Lessee shall not damage the Property in any way, including causing or allowing indentations in the pavement, making holes in the pavement or otherwise physically altering the pavement or any other portions of the Property.
- F. In conducting its art shows on the Property, Lessee shall adhere to and abide by all applicable state laws, laws or ordinances of the City of Santa Fe, and regulations or ordinances of Santa Fe County.

2. COMPENSATION

The Lessee shall pay the Lessor rent in the amount of Five Hundred (\$500.00) dollars per day for each day indicated in Paragraph 5 below. Lessee shall pay the rent in full ten (10) calendar days prior to each scheduled weekend art show. Lessee shall

notify Lessor within ten (10) calendar days prior to a weekend date indicated in Paragraph 5 below if Lessee is not going to conduct art shows on the Property on a date indicate in Paragraph 5.

3. INDEMNIFICATION

Lessee shall indemnify Lessor for any liability arising out of Lessee's use of the Property. The Lessee shall defend, indemnify and hold harmless Lessor and its elected officials, agents, and employees from any losses, liabilities, damages, suits, causes of action, judgments, costs or expenses (including court costs and attorney's fees resulting from defense of any action brought as a result of Lessee's activities on the Property.)

4. INSURANCE

Lessee shall secure liability insurance for its activities on the Property in the following amounts and shall name Lessor as an additional insured on said policy.

- A. Lessee shall procure and maintain during the life of this Lease a comprehensive general liability and automobile insurance with liability in amounts not less than \$1,050,000 combined single limits of liability for bodily injury, including death and property damage for any one occurrence. Coverage for the use of all owned, non-owned, or hired automobiles, vehicles and other equipment used on the Property during the art shows.
- B. Increased Limits
If during the life of this Lease, the Legislature of the State of New Mexico increases the maximum limits of liability under the NM Tort Claims Act, § 41-4-1 et seq. NMSA 1978, the Lessee shall increase the maximum limits of any insurance require herein.
- C. Lessee shall provide proof of insurance to Lessor at least ten (10) days prior to each art show. The policy must include a prohibition on cancellation for any reason without at least ten (10) days prior written notice from the insurance company to Lessor. Termination of Lessee's insurance policy for any reason shall be grounds for immediate termination of this Lease.

5. TERM OF LEASE

Lessor agrees to lease the Property to Lessee under the conditions specified in this Lease on the following days:

Saturday May 26 and Sunday May 27, 2012
Saturday June 2 and Sunday June 3, 2012

Saturday June 9 and Sunday June 10, 2012
Saturday June 23 and Sunday June 24, 2012
Saturday June 30 and Sunday July 1, 2012
Saturday July 7 and Sunday July 8, 2012
Saturday July 14 and Sunday July 15, 2012
Saturday July 21 and Sunday July 22, 2012
Saturday August 4 and Sunday August 5, 2012
Saturday August 11 and Sunday August 12, 2012
Saturday August 25 and Sunday August 26, 2012
Saturday September 1 and Sunday September 2, 2012
Saturday September 15 and Sunday September 16, 2012
Saturday September 22 and Sunday September 23, 2012
Saturday September 29 and Sunday September 30, 2012
Saturday October 6 and Sunday October 7, 2012
Saturday October 13 and Sunday October 14, 2012
Saturday October 20 and Sunday October 21, 2012

The term of this Lease shall be from the date of signature by the Lessor and Lessee to October 21, 2012, unless terminated earlier pursuant to Paragraph 17.

6. ATTORNEYS FEES AND COSTS

Should this Lease be placed in the hands of any attorney for the purposes of enforcing Lessee's obligations hereunder, Lessee shall be responsible for all attorneys fees and costs incurred by Lessor to enforce provisions of and arising out of this Lease.

7. INSPECTION

Lessor or its officer, agents and representatives shall have the right to enter any and all parts of the Property at anytime for any reason. Any damage to the Property Lessor determines resulted from Lessee's use of the Property shall be repaired by Lessor at Lessee's expense. Payment shall be made for repairs prior to the commencement of any repair work.

8. NOTICES

Each provision and requirement of this Lease or any applicable government laws, ordinances, or regulations for the giving of notice shall be deemed to be complied with when and if the following steps are taken:

- A. All rent or other payments by the Lessee to Lessor shall be payable to Lessor at the following address:

Santa Fe County
Attn: Mark Hogan
Director of Projects and Facilities Division
901 W. Alameda, Suite 20C
102 Grant Avenue
Santa Fe, NM 875401

- B. Notice to Lessee shall be sent to:

Amadeus Leitner
President, Santa Fe Society of Artists
P.O. Box 2031
Santa Fe, NM 87504

- C. Any notice or document required to be delivered hereunder shall be deemed to be delivered if actually received and whether or not received when deposited in the US Mail postage prepaid, certified or registered mail (with or without return receipt requested) addressed to the parties hereto at the addresses set forth above or at such other address as either of said parties have theretofore specified by written notice delivered in accordance herewith.

9. SEVERABILITY

If any clause or provision of this Lease is illegal, invalid or unenforceable under present or future laws effective during the Lease term, the remainder of this Lease shall not be affected thereby. If such occurs, a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and legal shall be substituted.

10. AMENDMENT

No terms or provisions of this Lease shall be amended, altered or changed except by an instrument in writing signed by the Santa Fe County Manager or the Santa Fe County Board of Commissioners and Lessee. No provision of this Lease shall be deemed to have been waived by the Lessor unless such waiver be in writing signed by Lessor and addressed to Lessee, not shall any custom or practice which may evolve between the parties in the administration of the terms hereof be construed to waive or

lessen the right of Lessor to insist upon the performance by the Lessee in strict accordance with the terms hereof. The terms and conditions contained in this Lease shall apply to, inure to the benefit of, and be binding upon the parties hereto, and upon their respective successors in interest and legal representatives, except as otherwise herein expressly provided.

11. CHOICE OF LAW

This Lease shall be governed and construed in accordance with the laws of the State of New Mexico. The parties agree that the exclusive forum for any dispute or litigation arising out of this Lease shall be in State District Court, Santa Fe, New Mexico.

12. ASSIGNS

Lessee shall not assign or transfer any interest in this Lease without the prior written approval of the Santa Fe County Manager or the Santa Fe Board of County Commissioners.

13. SCOPE OF AGREEMENT, MERGER

This Lease incorporates all the agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this Lease. No prior agreement, covenant or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Lease.

14. NO THIRD PARTY BENEFICIARIES

This Lease was not intended to and does not create any rights in any persons not a party hereto.

15. TORT CLAIMS ACT, § 41-4-1 et seq. NMSA 1978

No provision of this Lease modifies or waives any sovereign immunity or limitation of liability enjoyed by Lessor or its public employees at common law or under the New Mexico Tort Claims Act, § 41-4-1 et. seq. NMSA 1978.

16. TAXES

Lessee shall report any and all taxes now or hereafter imposed or assessed by any governmental body, agency or taxing authority upon the Lessee's use of the

Property. This Lease of Lessor's property does not waive or relieve Lessee or Lessee's vendors and artists from payment of any taxes, state or federal.

17. TERMINATION

A. Lessor may terminate this Lease at any time for any reason by giving the Lessor fifteen (15) days written notice stating the effective date of termination.

Lessor reserves the right to except from this Lease, Lessee's use of the Property during one or more of the designated weekends listed in Paragraph 5 in the event of an emergency as determined by Lessor, or for other compelling reasons in which Lessor must have possession and use of its Property. Lessee is relieved from payment of its rent for such weekend if an emergency deemed by Lessor results in Lessor having to occupy or use its Property. Lessor shall not be liable for any damages, expenses or cost arising out of Lessee holding its art shows in another location, moving its art shows or canceling its art shows.

B. Lessee may terminate this Lease based on any material breach of this Lease by Lessor. Lessee shall give Lessor written notice seven (7) days prior to the effective date of the termination. Lessee shall pay the rent for all shows held and scheduled prior to the effective date of termination under this provision.

IN WITNESS WHEREOF, the parties execute this Lease as of the date first written below,

LESSOR


Katherine Miller, Manager
Santa Fe County 

Date: May 21, 2012

Approved as to form:


Stephen C. Ross
Santa Fe County Attorney

Date: May 15, 2012

LESSEE

AMADEUS LEITNER

Amadeus Leitner, President
Santa Fe Artists Society

Date: 5/14/2012