

NEW MEXICO SCHOOL FOR THE DEAF  
JAMES A. LITTLE THEATER RENTAL AGREEMENT

AGREEMENT made this 5/29/2012, between Santa Fe County Fire Department (hereinafter called "Agency") and the New Mexico School for the Deaf, (hereinafter called "NMSD").

GENERAL POLICY:

In signing this agreement, it must be understood that the primary mission of the James A. Little Theater (hereinafter called "Theater") is to service the educational needs of the students and staff of the New Mexico School for the Deaf. The secondary mission of the Theater is to service governmental agencies, public and private educational systems, service organizations, profit and non-profit organizations and individuals.

ENGAGEMENT:

NMSD agrees to provide the use of the Theater to the Agency for a graduation ceremony, which will take place on, July 13<sup>th</sup> at 6:30 pm .

CONDITIONS:

It is understood that by granting this rental agreement, NMSD has the right to manage and/or control the premises and to limit or prohibit any use that would violate any lawful rule, regulation, statute and/or ordinance, or that would actually disrupt the educational, residential, or counseling mission of the New Mexico School for the Deaf. NMSD will not limit or prohibit uses because of the speech-related content, except to the extent permitted by controlling law. The Agency agrees to abide by the lawful regulations and restrictions imposed hereunder and waives all rights to claim damages directly or indirectly resulting from the enforcement of such regulations and restrictions.

The Agency agrees not to modify or deface the facilities in any way and to accept financial responsibility for any loss and expense incurred by NMSD in returning facilities to original condition. Prior to the function, both parties will make inspection and any damage noted. The Agency shall see to it that the rental period begins and ends at no cost to NMSD. Any scheduled period that shall cause NMSD staff to set up, clean up, or maintain shall have the time charged to the Agency and the Agency hereby agrees to pay for it.

In the event that the performance of the covenants of the Agreement on the part of the Agency or NMSD shall be prevented by Acts of God, physical disability, the acts or regulations of public authorities or labor unions, labor difficulties, strikes, civil tumult, campus disruption, war epidemic, interruptions or delay of transportation services or any cause beyond Agency's or NMSD's, they shall be respectively relieved of their obligations hereunder with respect to performance so prevented.

The Agency shall be responsible for the acts of its employees, agents, sub-contractors, those persons attending the Agency's function, and the Agency shall be fully responsible for any property damage or personal injury caused by such person or persons, and the Agency shall hold NMSD harmless from all claims arising from any such damage or injury in respect thereto.

NMSD accepts no responsibility whatsoever for any property brought to the Theater or to the Campus by the Agency, and NMSD is hereby expressly relieved and discharged from any and all liability for all loss, damage, or destruction of property that may be sustained by the Agency, its agents or employees in connection with the above scheduled events.

All items belonging to the Agency must be removed immediately following the function. Any items belonging to the Agency and left following the function may be removed at the discretion of NMSD and any cost incurred will be charged to the Agency.

The Agency agrees to hold NMSD harmless for any claims or causes of action arising from the Agency's failure to present the scheduled function, and agrees to pay NMSD's costs and expenses arising from any such claim or action, including attorney's fees and expenses of litigation.

NMSD is not responsible for providing publicity and/or information about any event.

The Agency will provide parking attendants to control traffic flow onto and off of the campus and to ensure that members of the public attending the event do not park illegally on campus.

The Agency agrees to make arrangements for controlling admissions to the event, and it is understood that no more than four hundred and fifty (450) tickets may be sold and no more than four hundred and fifty (450) persons may be admitted. There are 388 fixed seats in the hall, an additional 44 seats may be added in front of the stage for a total of 432 seats. The remaining 18 spaces are for wheelchairs and or standing room.

The Agency agrees that the aisles, stairs, halls, and foyers and doors will not be obstructed. Alcoholic beverages and controlled substances are strictly forbidden on the campus. Smoking and the use of tobacco products are forbidden on the campus. The Agency agrees that the noise level produced by its performance will not exceed a reasonable decibel level, determined by NMSD. NMSD reserves the right to provide concessions in the lobby. This right may be waived at the discretion of NMSD. No food or drinks are permitted in the Theater. The Pat Payne Room is not included in this agreement and may not be used for any purpose. The Agency will provide reasonable security measures for its performance(s) commensurate with anticipated security needs, as determined in discussions between NMSD and the Agency.

Stagehands, technicians, house manager, operators, and/or ushers will be hired, if required, by the Agency. Agency must contact the Technical Director of the Theater at (505) 827-6760 for consultation regarding the technical needs for the event scheduled herein. The Technical Director must approve any personnel that operate Theater equipment for the event(s). The Agency will provide all supplies. The Agency agrees that the exchange (505) 827-6760 is to be used for NMSD business and is not an item of this agreement. There is a pay phone in the lobby for public use.

The Agency agrees to include the following title in all advertisements: THE JAMES A. LITTLE THEATER AT THE NEW MEXICO SCHOOL FOR THE DEAF. The following statement shall appear in all written material: The views presented at this event are not necessarily those of NMSD. This agreement may not be reassigned to a third party.

FEES: A fee of \$150.00 will be due upon signing this contract. All fees paid are non-refundable. The Technical Representative of the Theater (T.R.) must be present throughout the Agency's occupancy at the rate of twenty-five dollars (\$25.00) per hour. The T.R. will also be paid for any set up before and strike and clean up following the event.

RENTAL FEE \$150.00

The separate fee for the Technical Representative of the Theater and any additional charges incurred by the Agency must be paid to the Technical Representative immediately following the event. New Mexico Gross Receipts Tax will be added to Technical Representative's Fee.

FAILURE TO MEET THESE REQUIREMENTS SHALL CONSTITUTE A BREACH OF THIS AGREEMENT IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first written above. Contract is not valid until all signatures are affixed herein.

AGENCY:

Santa Fe County Fire Department  
By: [Signature]  
Title: County Manager  
Date: 6-29-12  
35 Camino Justicia  
Santa Fe NM 87508

Approved as to form  
Santa Fe County Attorney  
By: [Signature]  
Date: June 21, 2012  
[Signature] 6/28/12

NEW MEXICO SCHOOL FOR THE DEAF

By: [Signature] Date: 5/29/12  
Mr. Ronald Stern, Superintendent  
By: [Signature] Date: 5-30-12  
Mr. Mark Apodaca, Director of Business and Finance

JAMES A. LITTLE THEATER  
NEW MEXICO SCHOOL FOR THE DEAF  
1060 Cerrillos Road  
Santa Fe, New Mexico 87505  
(505) 476-6429 Fax (505) 476-6315

**Addendum  
To Rental Agreement between  
New Mexico School for the Deaf and Santa Fe County  
for the County's Rental of the James A. Little Theater**

**THIS ADDENDUM** to is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2012 by and between the **County of Santa Fe**, hereinafter referred to as the "County" and the **New Mexico School for the Deaf**, hereinafter referred to as "NMSD."

**WHEREAS**, NMSD agrees to rent the James A. Little Theater to Santa Fe County for the purpose of the County Fire Department to conduct and hold its graduation ceremony during the evening on July 13, 2012, beginning at 6:30 p.m.;

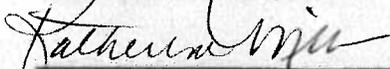
**WHEREAS**, the County and the NMSD desire to enter into the NMSD James A. Little Theater Rental Agreement, attached hereto, with additional items as provided in this Addendum;

**NOW THEREFORE**, it is mutually agreed between the parties that the following provision shall be incorporated into the James A. Little Theater Rental Agreement as if fully set forth therein.

The third full paragraph of the **CONDITIONS** provision is supplemented by inserting the following:

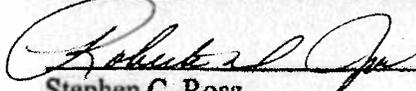
No provision of this agreement modifies or waives any sovereign immunity or limitation of liability enjoyed by County at common law or under the New Mexico Tort Claims Act, NMSA 1978, § 41-4-1, et seq.

**SANTA FE COUNTY**

  
\_\_\_\_\_  
Katherine Miller, Manager

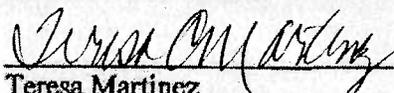
6-29-12  
Date

**APPROVED AS TO LEGAL FORM:**

  
\_\_\_\_\_  
Stephen C. Ross  
Santa Fe County Attorney

June 26, 2012  
Date

**FINANCE DEPARTMENT APPROVAL:**

  
\_\_\_\_\_  
Teresa Martinez  
Santa Fe County Finance Director

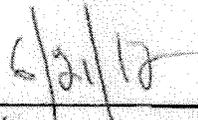
6/28/2012  
Date

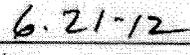
Addendum to NMSD Rental Agreement

**NEW MEXICO SCHOOL FOR THE DEAF**

  
\_\_\_\_\_  
Ronald Stern, Superintendent

  
\_\_\_\_\_  
Mark Apodaca, Director of Business  
and Finance

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Date