

**SANTA FE COUNTY CLERK  
Facility Rental Agreement  
Unity Church of 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 Primary 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 the sum of \$425.00 no more than 14 days after receiving an invoice setting forth the rental fee.
2. The County Clerk's Office shall have access to and use of the Venue between **May 31, 2026, and June 2, 2026**, for the purpose of **2026 Primary Election Day Voting** (the Event) **with an absolute deadline of complete departure of 7:00 a.m. on June 3, 2026**. 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 **May 31, 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

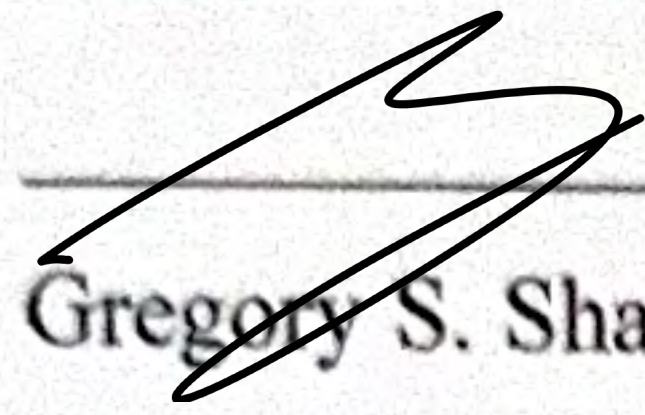
utilize such service. Owner shall not be responsible for interruptions, outages, or degradation of service caused by the internet service provider (including NM Surf) or by circumstances beyond Owner's reasonable control.

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 sanctuary is fully rented for the entire day on June 3, 2026, so the timely and proper breakdown and restoration of the Venue is of the utmost importance to the Owner. Accordingly, 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. The County Clerk must remove all notepads, pens, and tissue packets from all chairs before chairs are moved and stacked. Those items must be replaced in each and every chair once chairs have been returned to their original configuration by the County Clerk. The County Clerk will vacuum the sanctuary after voting has ended and prior to vacating the Venue, and shall ensure that the Venue is returned to the condition existing at the commencement of the rental period. Because it is difficult or impossible to calculate the value of the time and expenses Owner would incur to remedy a failure to return the sanctuary to the condition it was in prior to the commencement of the rental period, the County Clerk agrees to pay owner liquidated damages in the amount of \$400 if Owner determines that the County Clerk has failed to comply with the provisions of this Paragraph.
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 §41-4-1, et seq., NMSA 1978, 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 New Mexico 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**

5/29/2026

  
\_\_\_\_\_  
Gregory S. Shaffer

\_\_\_\_\_  
Date

Santa Fe County Manager

Approved:

  
\_\_\_\_\_  
Katharine E. Clark

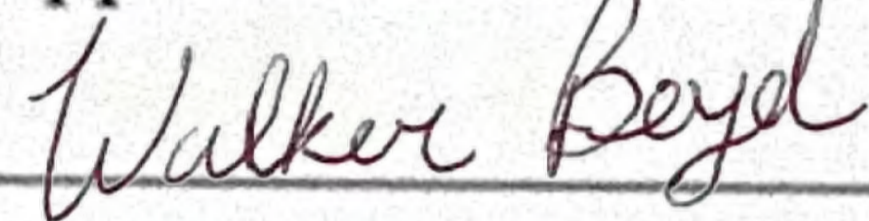
5/29/2026

Katharine E. Clark

\_\_\_\_\_  
Date

Santa Fe County Clerk

Approved as to form:

  
\_\_\_\_\_  
Walker Boyd

5/29/2026

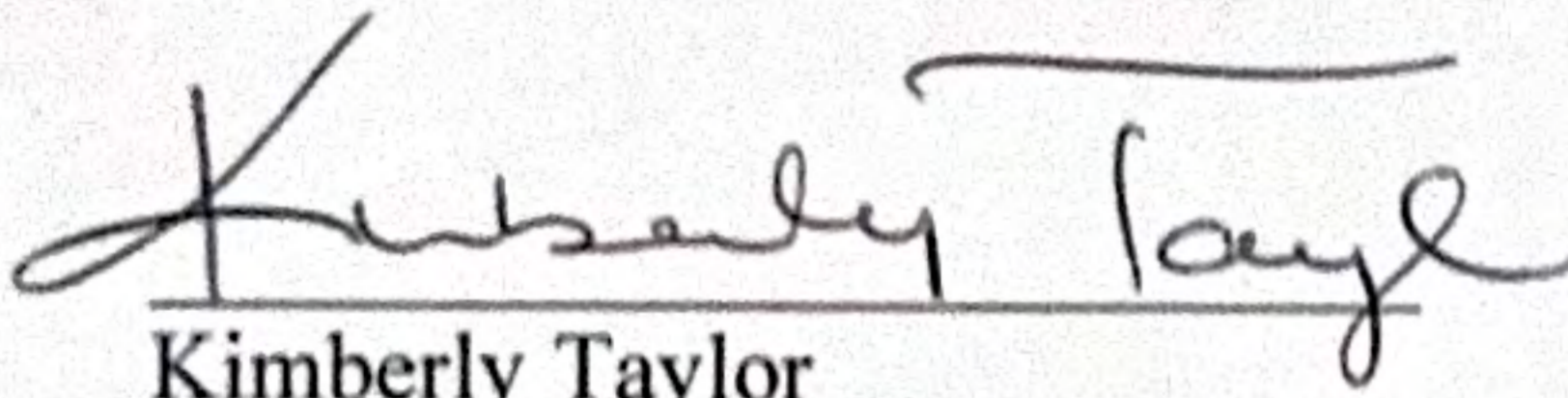
Walker Boyd

\_\_\_\_\_  
Date

Santa Fe County Attorney

**OWNER**

**Unity Santa Fe, Inc.**

  
\_\_\_\_\_  
Kimberly Taylor

Date 5/28/26

Title: President, Board of Trustees