

# CITY OF SANTA FE PUBLIC WORKS DEPARTMENT FACILITY RENTAL and OPERATING AGREEMENT

This CITY OF SANTA FE PUBLIC WORKS DEPARTMENT FACILITY RENTAL and OPERATING AGREEMENT ("Rental Agreement") is made and entered into this 10th day of May 2023, by and between the City of Santa Fe, a municipal corporation (hereinafter "the City") and the Pecos League, P.O. Box 271489, Houston, TX 77277, (hereinafter the "Renter" or the "Pecos League").

WITNESSETH: The City and Renter (hereinafter collectively referred to as the "Parties") agree the Pecos League desires to use the Fort Marcy Park Baseball Field (hereinafter referred to as the "Premises") as the home field for its minor league professional baseball team, the Santa Fe Fuego; and the City desires to accommodate the Pecos League's use of the Premises for said baseball team. The Premises are depicted on Exhibit "A" attached hereto and incorporated herein by reference. NOW, THEREFORE, in mutual consideration of the terms and conditions set forth herein, the Parties agree as follows:

**1. GRANT OF NONEXCLUSIVE USE OF PREMISES.** The City hereby grants unto the Pecos League a right of nonexclusive use of the Premises described as an area that excludes the spectator grandstands, parking lot, restroom facilities, and all other portions of the Fort Marcy Park Field depicted on Exhibit A and described more fully therein for the Pecos League's Santa Fe Fuego baseball team, including practice and play of baseball games. The Pecos League agrees to operate the Santa Fe Fuego team for the 2023 baseball season as a member of the Pecos Baseball League on the dates and times listed in the Special Use/Park and Sport(s) Fields Permit Agreement, which is attached hereto as Exhibit "B" (hereinafter the "Permit"). No Pecos League game shall begin earlier than 6:00 p.m. MST or later than 7:30 p.m. MST. The Pecos League will host home games at the Premises as detailed in the Santa Fe Fuego 2023 Schedule, which is attached hereto as Exhibit "C," and any officially scheduled playoff games at Fort Marcy Park, with the absolute latest date of the season being August 15, 2023. Practice dates and times, during daylight hours, shall be permitted only if the dates and times: 1) are pre-approved by the City's Permitting Manager; 2) do not conflict with other City approved uses; and 3) do not extend past dusk. The Permit was issued by the City to begin on May 22, 2023 for the 2023 baseball season, ending on date of the last game of the regular season or, if needed, at the end of the officially scheduled playoff games at Fort Marcy Park, but not later than August 15,. The permit is issued in the total amount of \$2,642.00 plus the following consideration given to the City in return for the ability to operate the Santa Fe Fuego team and to operate concessions, including the sale of alcohol and food and the merchandizing of Santa Fe Fuego products as set forth in detail in Paragraph 2, herein.

**2. OPERATION OF HOME SANTA FE FUEGO BASEBALL GAMES.** Breach of any of the terms set forth in this Paragraph 2 entitles the City to immediately terminate this Agreement.

**A. Food and non-alcoholic beverage concessions and beer and/or wine vending and dispensing:** Renter, or Renter's contractor, in compliance with City Ordinance and state laws and regulations, may operate one or more food and non-alcoholic beverage concessions and one beer vendor during home Santa Fe Fuego baseball games. No glass is permitted. All concessions shall comply with the New Mexico Environment Department regulations and applications for the temporary sale of food and beverage, and inspection of the concession(s). The sale of food at the concessions and the sale of beer and/or wine shall comply with City Ordinance SFCC 23-6.2 (as amended by Ordinance #2016-17 dated April 27, 2016).

CITY OF SANTA FE PUBLIC WORKS DEPARTMENT  
FACILITY RENTAL and OPERATING AGREEMENT

- B.** Renter shall present proof to the City Manager that it has contracted with a licensed vendor(s) to operate the food and non-alcoholic beverage concessions. Any such contract shall inure to the benefit of the City and shall explicitly name the City as a third party beneficiary of the contract.
- A.** Renter shall present proof to the City Manager that it has contracted with a licensed alcohol vendor(s) to dispense beer and/or wine, or that it has obtained the permits and licenses necessary to dispense beer and/or wine without an outside vendor. Any contract with an outside vendor shall explicitly name the City as a third party beneficiary of the contract and stipulate that the City shall receive 10% of the gross amounts charged and collected from all sales under the contract. If the Pecos League acts as its own licensed alcohol vendor, the City shall still receive 10% of the gross amounts charged and collected from all sales of alcohol at the Premises.
- B.** Renter shall locate the beer and/or wine vending in the area of the Premises designated for concessions and seating. This area shall be used for the sale and consumption of only beer and/or wine and only at professional baseball games.
- C. Alcohol Provider:** Renter shall ensure that the alcohol provider shall comply with all the applicable state and local laws and shall:
- (1) Obtain a special dispenser permit or other applicable license which shall be used to dispense alcohol. The alcohol dispenser shall comply with all state and local laws and regulations for dispensing alcohol.
  - (2) At the point of sale, verify the age of each person purchasing beer and/or wine so that underage persons are prohibited from purchasing beer and/or wine.
  - (3) Require all persons desiring to consume beer to wear a wristband that restricts consumption to a maximum of three (3) twelve (12) ounce beers or three (3) four (4) ounce beverage containers of wine during the course of a professional baseball game, or any combination of beer and wine not to exceed a total of three (3) beverages per person.
    - (a) The wristband shall be nontransferable and shall be issued to verify age and to indicate the number of alcoholic beverages purchased.
    - (b) The purchase of alcoholic beverages shall be limited to one (1) purchase per person at one (1) time.
    - (c) Twelve (12) ounce beverage containers shall be used for beer.
    - (d) Four (4) ounce beverage containers shall be used for wine.
    - (e) Alcoholic beverage containers shall be distinguishable from nonalcoholic beverage containers.
  - (4) The sale of beer and wine shall terminate at the end of sixth inning of the professional baseball game.
  - (5) In addition to alcoholic beverages, food and non-alcoholic beverage drinks shall be sold. Water shall also be provided at no cost.
  - (6) Ensure that a manager of the alcohol vendor is present at all times in the concession area. A photograph of the manager or his or her name shall be posted at the point of sale of alcoholic beverages. At all times, the manager shall wear a nametag that identifies him or her as the manager.

**CITY OF SANTA FE PUBLIC WORKS DEPARTMENT  
FACILITY RENTAL and OPERATING AGREEMENT**

- (7) Ensure that alcohol servers are at least twenty-one (21) years old and are licensed by the state.
- (8) Prohibit alcohol servers from drinking alcohol during the baseball games.
- (9) Place signs in the concession area and outside the concession area that indicate the illegality of selling, serving and providing alcohol to minors and intoxicated persons.
- (10) Remove all equipment, furniture and other items associated with the sale and Dispensing of alcohol on a daily basis. The City disclaims all responsibility for the equipment, furniture, and other items associated the vending and dispensing of alcohol which is the sole responsibility of Renter and Renter's Contractor.

**D. Merchandise and Advertising:** Renter, or Renter's contractor, in compliance with City ordinance and state law and regulations, may sell Santa Fe Fuego baseball team merchandise and may place advertising "signs" on the Premises, as defined by the City Ordinance 14-8.10. Advertisement of alcohol and tobacco products is prohibited.

**E. Signs:** Renter shall not place, nor have placed, any sign on or about the Premises without the prior written consent of the City in compliance with the City's Sign Ordinance. All signs shall comply with the City's Sign Ordinance 14-8.10. Renter shall remove all team banners and signs at the end of the season.

**F. Parking:** Renter shall not charge for parking on the City's Premises.

**G. Maintenance:** See Paragraph 7 for Fees for all Maintenance.

- (1) **Premises Maintenance.** Renter shall be responsible for the maintenance, care, and upkeep of the Premises, including the provision of all labor, equipment, and materials necessary to accomplish the same except that the City will mow the field and drag the field, and irrigate and fertilize the field, as it ordinarily performs on a routine basis. Renter's duty for all other maintenance, care and upkeep shall comply with City standards and shall include, without limitation, the following:
  - (a) Irrigation and fertilization of all grassed areas that are in addition to regular, customary irrigation and fertilization of the baseball field that the City would ordinarily perform on a routine basis;
  - (b) Cutting and grooming of all grassed and other vegetated areas that are in addition to regular, customary mowing and dragging of the baseball field that the City would ordinarily perform on a routine basis;
  - (c) Collection and disposal of all waste and debris from within Premises. After each game or practice, Renter shall pick up all trash and place in tied garbage bags placed in one spot behind the stands;
  - (d) Reasonable maintenance of the spectator grandstands and the restroom facilities located on the Premises; and
  - (e) Renter shall not store any baseball related equipment or any items in the restroom facilities. All baseball related equipment and other items shall be removed daily from the Premises or may be stored in a secure locked box

## CITY OF SANTA FE PUBLIC WORKS DEPARTMENT FACILITY RENTAL and OPERATING AGREEMENT

located under or behind the stands. If Renter elects to store baseball related equipment and items on the Premises in a secure locked box, the City shall not be liable for any damage or loss to any baseball related equipment or any other items. Baseball related equipment or other items, not stored in a secure locked box that remain on the Premises at the end of each game or practice, in the restrooms or other parts of the Premises, will be collected by the City and stored in the City storage area for pick up by Renter.

(2) **Maintenance and Preparation of the Field for Fuego Home Games.** The League shall provide all materials, equipment, and supplies necessary for the practice and play of baseball, including a ball net for batting practice, and shall prepare the field for Fuego home games by marking, painting and lining the field.

(3) **Light Maintenance.** The City shall provide lights during home Santa Fe Fuego baseball games.

**H. Weather related cancellation or suspension of baseball games:** Renter shall have the chief umpire wear a device (“strike alert”) for lightning detection and the chief umpire shall call the game in the event the device is set off due to lightning. However, at all times, the City shall be the final decision maker as to the cancellation or suspension of any use of the Premises by Renter in the case of weather events that present an immediate risk of harm to any person or any City property located on the Premises. Such weather events include, but are not limited to, heavy rain, wind, and lightning.

**I. Procurement:** Renter agrees to contract with vendors and/or contractors whose business address and business license prove that they reside within the City or County of Santa Fe, New Mexico, unless there are no vendors or contractors that exist within the City or County of Santa Fe, New Mexico that are able to provide the needed goods and/or services.

**3. PREMISES.** Subject to the terms and conditions of this Rental Agreement, City hereby grants to Renter the right to use Premises at the times and for the purposes listed on the Permit. Renter agrees not to permit more than 894 persons onto the Premises. Renter accepts the Premises in its present state and agrees that it is in adequate condition, without any representation or warranty by the City, as to the condition of the Premises or as to the fitness of the Premises for any use. Subletting this Rental Agreement and/or transferring any rights in this Rental Agreement will not be permitted and is grounds for immediate termination of this Facility Rental Agreement.

**4. USE OF THE PREMISES.** The Premises shall be used by Renter solely for the purpose of the activity listed in the Permit.

**5. TERM OF THE AGREEMENT.** The use of the Premises by Renter shall be for the Term as set forth in the Permit (2023 summer baseball season). Any other use of the Facility or use of

CITY OF SANTA FE PUBLIC WORKS DEPARTMENT  
FACILITY RENTAL and OPERATING AGREEMENT

the Premises at other dates and times shall be permitted only upon availability and upon payment of an additional fee or an additional Rental Agreement.

**6. TERMINATION OF AGREEMENT PRIOR TO THE END OF THE TERM.** As stated above, breach of Paragraph 2 or Paragraph 7 herein entitles the City to immediately terminate this Agreement. Otherwise, this Agreement may not be terminated by either Party during the term except for breach of any other terms of this Agreement or by mutual agreement of the Parties upon the provision of at least thirty (30) days' written notice to the breaching Party.

**7. FEES.** To cover all of the City's costs in allowing Renter to use the Premises on the Dates set forth in the Permit, Renter agrees to pay the City the following fees. **ALL FEES ARE SOLELY OBLIGATIONS OF RENTER TO THE CITY AND ARE NOT OBLIGATIONS OF RENTER'S CONTRACTORS TO THE CITY. RENTER IS SOLELY RESPONSIBLE FOR ENSURING THAT THE CITY IS TIMELY PAID ALL FEES. BREACH OF THIS PROVISION IS GROUNDS FOR IMMEDIATE TERMINATION OF THIS AGREEMENT PRIOR TO THE END OF THE RENTAL TERM.**

- A. All sums of money which become payable to the City under the terms hereof, shall be payable at the Facility by check, credit or debit card.
- B. Renter shall pay the following fees, without further notice or demand:
  - (1) **Permit Fee.** Renter shall pay a total amount of \$2,642.00 prior to the first Dates and Times listed in the Permit for the use of the Premises as set forth herein.
  - (2) **Facility and Premises Maintenance Fees.** Renter shall not pay maintenance fees for custodial, trash collection duties, including labor and equipment costs, unless Renter fails to perform trash and custodial maintenance duties up to City standards. If Renter fails to perform trash and custodial maintenance duties up to City standards, the City shall perform these duties and shall bill Renter for all past costs incurred by the City in performing trash collection and custodial maintenance, including labor and equipment costs and shall require Renter to pre-pay for all future trash collection and custodial maintenance costs, including labor and equipment costs. Failure to comply with this provision shall result in termination of this Agreement and the Permit.
  - (3) **Fees from the Sale of Food, Beverage, Beer, and Merchandise on the Premises and Advertisement Percentage.** Beginning June 1, 2023, no later than the fifth day of July, August and September 2023, Renter shall pay 10% of the gross amounts charged and collected by Renter from the previous month's sales or 10% of gross amounts charged and collected by Renter's contractor(s) from the previous month's sale of all food, beverage, beer, and merchandise sold on the Premises.

**8. INSURANCE.** All Renters, at Renter's own expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance, in the

## CITY OF SANTA FE PUBLIC WORKS DEPARTMENT FACILITY RENTAL and OPERATING AGREEMENT

total aggregate amount of \$2,000,000.00, covering bodily injury and property damage liability, in a form and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act. Such insurance shall provide that the City is named as an additional insured and the City is notified no less than thirty (30) days in advance of cancellation for any reason. A certificate or policy which states that the failure to give such notice imposes no obligation on the part of the insurer shall be unacceptable to the City. Renter shall furnish the City with a copy of a Certificate of Insurance or other evidence of Renter's compliance with the provisions of this section at least 30 days prior to the day the Term of the Agreement begins.

**9. PATRON CODE OF CONDUCT.** All Renters and Renter's participants must follow the Recreation Division's Patron Code of Conduct and all posted signs at each facility. Violation of any Patron Code of Conduct and posted signs by Renter and its participants will lead to corrective action up to and including, immediate termination of this Facility Agreement, suspension and/or permanent expulsion of Renter and the participant(s) involved in the violation from the Premises.

**10. RIGHTS OF THE CITY.** The City, by its employees, officers and/or agents, reserves the right to control and enforce all rules, regulations and policies for the management and operation of the Premises, now or hereafter in effect.

### **11. OBLIGATIONS OF RENTER.**

- A. Decorations.** Renter may use decorations for a special event rental. Decorations must be of flameproof and/or fire resistant material, in compliance with applicable fire safety codes. Renter shall be sole responsible for the clean-up and removal of decorations. Rental shall not use glitter or confetti in any form. No duct tape or masking tape, nails, or thumbtacks may be used. Stick-on decals or similar adhesive-backed promotional items may not be distributed or used on the Premises.
- B. Fixtures.** Renter shall not move or relocate City's property, including but not limited to furniture, equipment, artwork or decorative plants without prior approval of the City.
- C. Passageways.** Renter shall not obstruct any portion of the sidewalks, ramps, entryways, corridors, vestibules, lobbies, elevators, doorways, stairways, driveways, fire hoses, cabinets, access to or the admittance of electrical, emergency or natural lighting, or access to utilities at the Premises. The Fire Department or other City representatives may inspect at any time.

**12. SECURITY.** Renter shall provide security at Renter's own expense. Security officers shall be hired and paid for by the event sponsor(s).

- A.** A minimum of two (2) security officers shall be stationed in the area designated for concession and seating. A City of Santa Fe GIS Map will designate these spots and must be signed by Renter.

**CITY OF SANTA FE PUBLIC WORKS DEPARTMENT  
FACILITY RENTAL and OPERATING AGREEMENT**

- B. At a minimum, security guards shall possess a current license issued by the New Mexico Private Investigations Board as a level one security guard pursuant to the Private Investigations Act, Chapter 61, Article 27B NMSA 1978, as may be amended thereafter from time to time. The security officers shall be the sole responsibility of Renter and shall be certified in compliance with the City ordinance and state laws and regulations.

**13. CAPACITY.** Renter shall not exceed the occupancy capacity of the Premises as established by the City Fire Department.

**14. SMOKING RESTRICTIONS.** In compliance with the City of Santa Fe policy, smoking is prohibited in all areas of the Premises. Renter shall assume specific responsibility for enforcing this non-smoking policy at all times during the term of this Agreement.

**15. LICENSING & TAXES.** Renter and Renter's contractors are solely responsible for compliance with all state and local laws in obtaining the proper business registration and license requirements, if applicable, and for the payment of such state and local taxes, license fees and other obligations of whatever nature which are related to its use of the Premises.

**16. CONTENTS INSURANCE.** Renter shall be responsible for insuring any property brought on the Premises. City shall not be required to furnish content insurance for Renter's property or the property of anyone using the facilities under this Agreement.

**17. WAIVER, RELEASE, INDEMNIFICATION.** Renter, Renter's employees, agents, and representatives hereby waive any and all claims for injuries, damages or losses to their person or property which may be caused directly or indirectly, by an act, omission or negligence arising from and/or related to the City, its officers, employees, agents, and representatives ("Released Parties"). Renter, Renter's employees, agents, and representatives hereby release and assume all risks associated with participation, observation, or use of any equipment and/or City facilities. Renter, Renter's employees, agents, and representatives further agree to hold harmless, not sue, and indemnify the Released Parties for any and all claims injuries, damages, losses, causes of action, suits, costs, charges, demands, or liabilities, which may be caused to persons or property (including to Renter's guests and invitees and their property), directly or indirectly, by an act, omission or negligence arising from and/or related to the acts and/or omissions of the Released Parties, including but not limited to claims arising from the use of any equipment and/or City facilities; from the activity itself; from the acts of others; from the observation of the activity; or from the unavailability of emergency medical care. Renter, Renter's employees, agents, and representatives understand that this Release includes those claims, injuries or damages based on death, bodily injury or property damage whether or not caused by the negligent acts, omissions or other fault of the Released Parties. Renter, Renter's employees, agents, and representatives understand and acknowledge that the use of equipment and the facilities involve risks such as risk of property damage, bodily injury and possibly death.

**18. NOTICE.** All notices required to be given under this Agreement shall be in writing and shall be served by personal delivery or by mail, postage prepaid, addressed to the applicable

**CITY OF SANTA FE PUBLIC WORKS DEPARTMENT  
FACILITY RENTAL and OPERATING AGREEMENT**

party at the address indicated below, or at such other address as may be designated by either party in a written notice to the other party.

**19. ALCOHOL POLICY.** No alcohol, other than the beer and wine sold and dispensed in accordance to this Agreement, is permitted on City property.

**20. APPLICABLE LAW; CHOICE OF LAW; VENUE.** Renter shall abide by all applicable federal and state laws and regulations, and all ordinances, rules, and regulations of the City of Santa Fe. In any action, suit, or legal dispute arising from this Agreement, Renter agrees that the laws of the State of New Mexico shall govern. The Parties agree that any action or suit arising from this Agreement shall be commenced in the First Judicial District, Santa Fe County, State of New Mexico.

**21. ASSIGNMENT.** Renter shall not transfer, assign, or sublet in whole or in part, its right and obligations under this Agreement and in the Premises without prior written consent of the City.

**22. NO WAIVER.** No waiver of a breach of any of the covenants contained in this Agreement shall be construed to be a waiver of any succeeding breach of the same or any other covenant. The City may, in its sole discretion, extend any time period within which an action is required to be performed by Renter under the provisions of this Agreement. Any such extension shall be in writing.

**23. AMENDMENT.** This Agreement shall not be altered, changed or amended except by an amendment in writing executed by the Parties hereto.

**24. BINDING EFFECT.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns and is specifically enforceable.

**25. FORCE MAJEURE.** City shall have no liability to Renter, and Renter shall have no claim or action against the City therefore, because of City's failure to perform any of its obligations in the Agreement if the failure is due to unforeseen occurrences or to reasons beyond the City's reasonable control, including without limitation, snowstorm closure of City facilities, strikes or other labor difficulties, war, riot, terrorism, civil insurrection, accident, acts of God or government authorities in connection with a national, state or local emergency.

**26. NON-DISCRIMINATION; AMERICANS WITH DISABILITIES.** Renter shall not unlawfully discriminate in the admission of any person upon the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

**27. ENFORCEMENT; ATTORNEY FEES.** Renter agrees to pay to the City all costs and expenses, including reasonable attorney's fees, incurred by the City in exercising any of its rights or remedies in connection with the enforcement of the terms and conditions of this Agreement.



**CITY OF SANTA FE PUBLIC WORKS DEPARTMENT  
FACILITY RENTAL and OPERATING AGREEMENT**

**28. ENTIRE AGREEMENT.** The foregoing constitutes the entire Agreement between the City and Renter, represents their entire understanding and defines all of their respective rights, title and interest as well as all of their duties, responsibilities and obligations. Any and all prior agreements and understandings between the Parties are merged herein.

**29. ACCOUNTABILITY OF FUNDS.** Renter and Renter's Contractor shall collect and deposit into Renter's bank account on a daily basis all cash, checks, and credit card settlements that either has received in performance of this Agreement. In fulfillment of its fiduciary responsibility with respect to funds it is collecting on behalf of the City, the Contractor shall submit to the City: (i) a daily sales report, which includes at a minimum a total of each type of revenue collected (i.e. beer, food, beverage, merchandise, advertisement, gate fee) and the total amount allocated to the City and to Renter in accordance with Paragraph 7 herein; and (ii) daily and monthly cash reconciliation; (iii) all deposit slips with copies of all deposit receipts; (iv) daily cash register tapes; (v) credit card settlement reports; (vi) monthly copies of the bank statements; (vii) credit card service fees paid by Renter and Renter's Contractor; and (viii) copy of the monthly bank reconciliation. The City and Renter and Renter's Contractor shall each be responsible for the gross receipts tax on their respective share of this revenue.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written below.

CITY OF SANTA FE:

John Blair  
John Blair (May 16, 2023 12:27 MDT)

John W. Blair  
CITY MANAGER

DATE: May 16, 2023

PECOS LEAGUE:

Andrew Dunn

Andrew Dunn  
PECOS LEAGUE COMMISSIONER

DATE: 5/10/2023

**ATTEST:**

Kristine Mihelcic  
Kristine Mihelcic *XIV*  
CITY CLERK

DATE: May 16, 2023

**APPROVED AS TO FORM:**

Patricia Feghali  
Patricia Feghali  
ASSISTANT CITY ATTORNEY

DATE: 5/10/2023

**APPROVED:**

CITY OF SANTA FE PUBLIC WORKS DEPARTMENT  
FACILITY RENTAL and OPERATING AGREEMENT

*Emily K. Oster*

Emily K. Oster (May 12, 2023 18:15 MDT)

Emily Oster  
DIRECTOR OF FINANCE DEPARTMENT

DATE: May 12, 2023

CITY OF SANTA FE PUBLIC WORKS DEPARTMENT  
FACILITY RENTAL and OPERATING AGREEMENT

# EXHIBIT A

## Premises

# Ft Marcy Ball Park

## 2023



MURALES

ENTRANCE

ENTRANCE

Food Truck

Fence with Gate

	Liquor Licensed Area
	Food Truck
	Existing Fence
	Security
	Event Staff

CITY OF SANTA FE PUBLIC WORKS DEPARTMENT  
FACILITY RENTAL and OPERATING AGREEMENT

# EXHIBIT B

## Permit Agreement





# PARKS DIVISION SPECIAL USE / PARK & SPORTS FIELD(S) PERMIT AGREEMENT

No.	5035
Date Issued:	4/13/2023

Event Date: 5/22/23 - 8/15/2023 Event Time: Varies See Schedule

Event Name: SF Fuego Games Practices

☐ Parade/Procession ☐ Run/Walk/Race ☐ Street Closure Other: \_\_\_\_\_

Location: Fort Mancy Ballpark Set Up Time: \_\_\_\_\_

Organization/Sponsor: Pecos League Hm. Phone: \_\_\_\_\_ Cell Phone: (575) 680-221

Applicant's Name: Andrew Dunn Wk. Phone: Yvonne Fax: (505) 204-2093

Address: PO Box 271480 Houston, TX 77277

Waived Fees: 0 Total Fees: \$2150.00

## PARK PERMIT FEE SCHEDULE

<input checked="" type="checkbox"/> Park Permit Fee	\$25	<input type="checkbox"/> Plaza (daily fee)	\$150	<input checked="" type="checkbox"/> Booth (\$15 per booth) # <u>2</u>	\$ <u>30.00</u>
<input type="checkbox"/> Special Use Permit Fee	\$25	<input type="checkbox"/> Cathedral Park (daily fee)	\$75	<input type="checkbox"/> Booth (\$10 per booth) # _____	\$ _____
<input checked="" type="checkbox"/> Clean-up Fee	\$150	<input type="checkbox"/> Frenchy's Barn	\$75	<u>\$1500 Player Fee</u> <u>4 Games over 35</u> <u>@ \$54.00 \$140.00</u>	
<input checked="" type="checkbox"/> Park Supervisor (min. 2 hrs.)	\$30	<input checked="" type="checkbox"/> Sports Field (per day)	\$75		
<input checked="" type="checkbox"/> Additional Supervisor Fee	\$30	<input type="checkbox"/> Park Usage (daily fee)	\$40		
<input checked="" type="checkbox"/> Electrician \$ <u>300.00</u>		<input type="checkbox"/> Street Closures (\$50 per closure)	\$ _____		

## MAJOR EVENTS

- ☒ Letter of Intent
- ☒ Map, if applicable
- ☐ Amplification

## OTHER REQUIREMENTS

- ☒ Clean-Up Fee \$150
- ☒ Major Event Clean-Up Deposit \$800
- ☐ Commercial Event Deposit \$500
- ☐ Procession/Street Closure Deposit \$250
- ☐ Portable Toilets \_\_\_\_\_
- ☒ Sports Lighting (\$20 hr. per foot) \$500.00
- ☒ Administrative Overtime \$120.00
- ☐ Other \_\_\_\_\_

**PROOF OF INSURANCE:** Listing the City of Santa Fe as certificate holder and additional insured is required.

INSURANCE COMPANY: FL Dean Greg Napoli

POLICY #: PAC 4725034

PLEASE NOTIFY THIS OFFICE ON ALL SCHEDULE CHANGES, ADDITIONS OR CANCELLATIONS, AS SOON AS POSSIBLE.

## INDEMNIFICATION

The applicant shall indemnify, hold harmless, and defend the City from all losses, damages, claims or judgments on account of any suit, judgment, execution, claim, action or demand whatsoever arising from applicant's use of the City's land or right-of-way under this special use permit as well as the use of such land or right-of-way by applicant's employees, agents, representatives or subcontractors, including payments of all attorneys' fees and costs. I have read and agree to indemnify the City, and to abide by the regulations governing this request as stated in Sections 23-4.7, 18-8, 23-4.8-11, SFCC 1987.

Applicants for use of City of Santa Fe Parks & Recreation Department shall follow and be subject to the procedures, requirements and restrictions adopted by the governing body. (Ord. #1981-39 § 12; Ord. #1982-10 § 3; SFCC 1981 § 4-17-11; Ord. #1987-10, § 2; Resolution no. 1990-3.)

I hereby understand & agree to all park procedures, policies and regulations.

## SIGNATURE OF LESSEE

User: Santa Fe Fuego Andrew Dunn  
By: [Signature]  
Date: 4-3-2023

## CITY OF SANTA FE, LESSOR

☒ Approved ☐ Disapproved  
By: [Signature]  
Date: 4/11/23

Police Department: \_\_\_\_\_

Date: \_\_\_\_\_

Fire Department: \_\_\_\_\_

Date: \_\_\_\_\_

Other: \_\_\_\_\_

Date: \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/06/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> FL Dean Greg Napoli 12800 UNIVERSITY DR STE 125 FORT MYERS, FL 33907-5335	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, Ext):</b> 8007452409	<b>FAX (A/C, No):</b>
	<b>E-MAIL ADDRESS:</b> Greg.Napoli@fdean.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A :</b> Great American Insurance Company	
	<b>NAIC #</b> 16691	
<b>INSURED</b> SPORTS AND RECREATION PROVIDERS ASSOCIATION (PURCHASING GROUP) AND ITS PARTICIPATING MEMBERS: <b>Pecos League Adult Baseball-Mountain Division</b> PO Box 271489 Houston, TX 77277	<b>INSURER B :</b>	
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
	<b>INSURER F :</b>	

**COVERAGES** **CERTIFICATE NUMBER:** GAP108360 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b>	X		PAC 4725034	03/03/2023 12:00 AM	03/03/2024 12:01 AM	EACH OCCURRENCE \$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$0
	<input checked="" type="checkbox"/> INCLUDES ATHLETIC PARTICIPANTS						PERSONAL & ADV INJURY \$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$2,000,000
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident)
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)
	<input type="checkbox"/> HIRED AUTO						PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> SCHEDULED AUTOS						
	<input type="checkbox"/> NON-OWNED AUTOS						
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE
	<b>EXCESS LIAB</b>						AGGREGATE
	DED RETENTION \$						
A	Professional Liability	X		PAC 4725034	03/03/2023 12:00 AM	03/03/2024 12:01 AM	EACH OCCURRENCE \$1,000,000 AGGREGATE LIMIT \$1,000,000
A	Abuse and Molestation	X		PAC 4725034	03/03/2023 12:00 AM	03/03/2024 12:01 AM	EACH OCCURRENCE \$100,000 GENERAL AGGREGATE \$300,000
A	Accident/Medical Coverage			BSR-E886110-00	03/03/2023 12:00 AM	03/03/2024 12:01 AM	AD&D \$10,000 MAXIMUM MEDICAL DEDUCTIBLE \$10,000 \$0

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Covered Activities: Baseball

The Certificate Holder is added as an additional insured but only with respect to liability arising out of the named insured during the policy period.

**Scheduled Activities Exclusion Applies-Please Refer to Named Insured Member Certificate of Coverage**

## CERTIFICATE HOLDER

Fort Marcy Park  
490 Bishops Lodge Rd  
Santa Fe, NM 87501

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Francis L. Dean

CITY OF SANTA FE PUBLIC WORKS DEPARTMENT  
FACILITY RENTAL and OPERATING AGREEMENT

# EXHIBIT C

Santa Fe Fuego  
2023 Schedule



# 2023



## SCHEDULE

HOME

AWAY



MAY-23

SUN	MON	TUE	WED	THU	FRI	SAT
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31	TRI 6:00 PM		

JUNE-23

SUN	MON	TUE	WED	THU	FRI	SAT
				1 TRI 6:00 PM	2 TRI 6:00 PM	3 TRI 6:00 PM
4 TRI 3:05 PM	5 BLA 6:30 PM	6 BLA 6:30 PM	7 GCK 6:35 PM	8 GCK 6:35 PM	9 GCK 6:00 PM	10 GCK 6:00 PM
11 TUC 6:00 PM	12	13	14 ROS 7:30 PM	15 AUS 6:00 PM	16 AUS 6:00 PM	17 AUS 6:00 PM
18 AUS 6:00 PM	19 GCK 6:35 PM	20 BLA 6:30 PM	21 BLA 6:30 PM	22 TRI 6:00 PM	23 TRI 6:00 PM	24 TRI 6:00 PM
25 TRI 3:05 PM	26 TRI 6:00 PM	27 TRI 6:35 PM	28	29 TUC 6:00 PM	30 TUC 6:00 PM	

JULY-23

SUN	MON	TUE	WED	THU	FRI	SAT
30 BLA 6:00 PM	31					1 TUC 6:00 PM
2 TUC 6:00 PM	3	4 TRI 6:00 PM	5 TRI 6:00 PM	6 ALP 6:00 PM	7 ALP 6:30 PM	8 ALP 7:30 PM
9	10 TRI 6:00 PM	11 TRI 6:00 PM	12 TRI 6:00 PM	13 TRI 6:00 PM	14 TRI 6:00 PM	15 GCK 6:00 PM
16 ALL STAR	17 TRI 6:00 PM	18 TRI 6:00 PM	19 ROS 6:30 PM	20 ROS 6:00 PM	21 BLA 6:30 PM	22 BLA 6:30 PM
23 BLA 6:00 PM	24	25 TRI 6:35 PM	26 TRI 6:35 PM	27 GCK 6:35 PM	28 BLA 6:30 PM	29 BLA 6:30 PM

ALP- ALPINE COWBOYS  
SAF- SANTA FE FUEGO

TRI- TRINIDAD TRIGGERS  
GCK- GARDEN CITY WIND

BLA- BLACKWELL FLYCATCHERS  
TUC- TUCSON SAGUAROS

AUS- AUSTIN WEIRDOS  
ROS- ROSWELL INVADERS

WWW.SANTAFEFUEGO.COM