LICENSE AGREEMENT FOR TEMPORARY USE OF WAREHOUSE 21

This LICENSE AGREEMENT ("License") is made this 24 day of May 3023 by and between the CITY OF SANTA FE, a municipal corporation ("City"), and the INTERNATIONAL FOLK ART MARKET, a New Mexico corporation ("Licensee"), (collectively, the Parties and each individually a Party).

WITNESSETH:

In consideration of Licensee's promises herein, the City hereby grants the Licensee a License, to enter on, use and occupy the Premises and property (as herein defined) of the City as provided herein.

1. PREMISES.

The City grants Licensee use of the ground floor portion only (as shown on Exhibit A) of the City-owned real property known as Warehouse 21, with the right of ingress and egress, located within the Santa Fe Railyard at 1614 Paseo De Peralta (the Premises). The Premises are provided to Licensee in its current broom clean, "as is" condition, and Licensee acknowledges they have inspected and understand and accept the condition of the Premises.

2. TERM.

This License Term shall commence on July 3, 2023, and shall continue through July 11, 2023, (the "Term").

3. LICENSE FEE.

Prior to the commencement of the Term, Licensee shall pay the City a "License Agreement Fee" of One Thousand Three Hundred and Fifty Dollars, \$1,350.00 (nine days at \$150.00 per day), Licensee shall make payments to; City of Santa Fe, Treasury Division, 200 Lincoln Ave., Room 114, Santa Fe, NM, 87504.

4. CONDITIONS OF USE.

Licensee's use of the Premises shall at all times be in compliance with the provisions of this License including the following conditions of use:

- A. <u>Permitted Use</u>. Use of the Premises is restricted to the temporary use of the Premises as a break area for the vendors and volunteers directly associated with the IFAM event. No other use of the Premises is allowed without the written consent of the City.
- B. <u>Utilities.</u> The cost of Licensees use of electric, water and gas are included in this License.
- C. <u>Solid Waste</u>. Licensee shall, at all times during its use of the Premises, keep the Premises free of trash and debris emanating from its operations. Licensee shall remove and dispose, at Licensee sole cost and expense, all solid waste generated from Licensee's operations at the Premises.

- D. <u>Signage</u>. Directional and wayfinding signage directly associated with the IFAM event may be used in conjunction with this facility. No other signage is allowed on the exterior of the Premises.
- E. <u>Security.</u> Licensee shall keep the Premises secured against unauthorized entry during the License Term.
- F. <u>Code Compliance. Licensee's</u> use of the Premises shall at all times be in compliance with all applicable Codes, Regulations, and Rules be they City, County, State, or Federal. This includes but is not limited to the City's Municipal Code.
- G. <u>Modification of City Property</u>. The Licensee shall not make any modification to the Premises without providing the City a formal request that includes proper documentation of any requested modification prior to the alteration.
- H. Repairs and Maintenance. Licensee shall not cause or permit any waste, damage or injury to the Premises or to any improvements made to the Premises. Licensee shall, at its sole expense, keep and maintain the Premises in good and clean condition at all times and shall be responsible for the costs of any and all required repairs, replacements that arise during the Term of this License that are a result of Licensee's use of the Premises. Repairs and replacements required to be made by the Licensee shall be made promptly as and when necessary and shall be at least equal in quality of materials and workmanship to that originally existing in the Premises.

I.

5. END OF TERM – Licensee shall vacate the Premises on or before July 11, 2023. At the termination of this License Agreement Lessee shall surrender the Premises in the condition in which they were at the inception of this License Agreement. Licensor and Licensee will mutually inspect the Premises on, or immediately after, July 12th, 2023, and any damage or repairs required, which were caused by Licensees occupancy, will be documented and Licensee will undertake the required repair in a timely and professional manner. In the event Lessee fails to undertake the required repairs, City may, but is not required to, perform those duties at Licensee's sole cost.

6. NO INTEREST CREATED.

Licensee acknowledges that no interest or estate of any kind whatsoever in the Premises is conveyed by this License or by occupancy or use of the Premises pursuant to the License. This License shall not be assigned by Licensee.

7. INSURANCE.

A. Comprehensive General Liability. Licensee, at its own cost and expense shall carry and maintain in full force and effect during the term of this License, comprehensive general liability insurance covering bodily injury, personal and advertising injury, and property damage liability, in a form and with an insurance company acceptable to the City with limits of not less than of \$1,000,000.00 per occurrence and \$1,000,000 in the aggregate against claims for which the City could be held liable under the New Mexico Tort Claims Act. Such insurance shall include broad form contractual liability coverage and be endorsed to provide that the City, Santa Fe Conservation Trust, Santa Fe Railyard Community Corporation, its directors, officials, officers, employees and agents are named as an additional insured for Licensee's operations hereunder. Licensee shall furnish the City with a "Certificate of Insurance" and applicable endorsements prior to Licensees possession of the Premises.

B. Provisions Applicable to All Insurance Requirements.

- (a). Acceptability of Insurers. Unless otherwise reviewed and accepted by the City, all required insurance shall be placed with insurers with a current A.M. Best rating of not less than A- VII and be admitted to do business in the State of New Mexico, or approved by the Surplus Lines Association.
- (b) Verification of Coverage. Licensee shall furnish the City with certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates of insurance shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and approved by the City before Licensee performance under this agreement. Acceptance of Licensee's Certificates of Insurance does not relieve Licensee of the insurance requirements, nor decrease the liability of Licensee under this Agreement. It is Licensee's responsibility to ensure its compliance with these insurance requirements. Any actual or alleged failure on the part of the City to obtain proof of insurance required under this Agreement shall not in any way be construed to be a waiver of any right or remedy the City, in this or any regard.
- (c). <u>Primary and Noncontributory</u>. The insurance required to be maintained by Licensee shall be primary and any insurance or self-insurance maintained by the City shall not be required to contribute with it.
- (d) <u>Umbrella or Excess Insurance</u>. Any Umbrella or Excess insurance shall also apply on a primary and noncontributory basis for the benefit of the City, before the City's own primary insurance or self-insurance shall be called upon to protect it as a Named Insured. Such Umbrella or Excess policy(ies) shall be endorsed to include the City, its directors, officials, officers, employees, and agents as additional insureds.
- (e). <u>Waiver of Subrogation</u>. Licensee shall obtain waiver of subrogation endorsements stating that Licensee and its insurers waive any and all rights of recovery against the City, its directors, officials, officers, employees, and agents.

8. INDEMNIFICATION.

Licensee shall indemnify, hold harmless and defend the City from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand arising out Licensee's use of the Premises, and/or the City's issuance of this License.

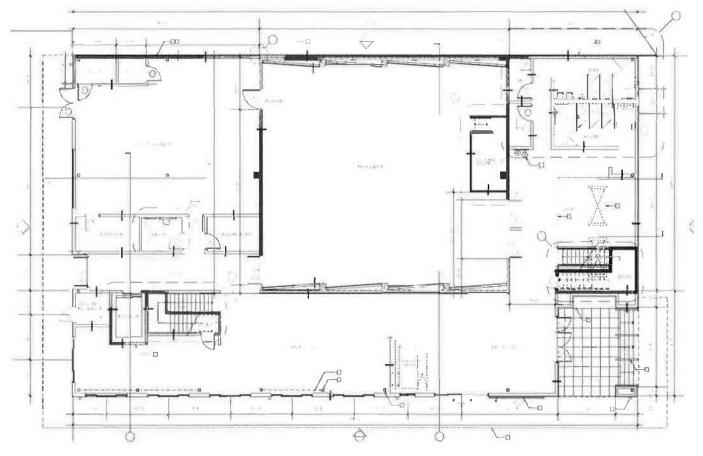
9. NEW MEXICO TORT CLAIMS ACT.

Any liability incurred by the City of Santa Fe in connection with this License is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense, and do not waive any limitation of liability pursuant to law. No provision of this License modifies or waives any provision of the New Mexico Tort Claims Act.

IN 24	WITNESS WHEREOF, the day of May	he parties have hereunto set their hands and seals as of this, 2023.
		CITY OF CANTA FF
		CITY OF SANTA FE
		John Blair John Blair (May 19, 2023 15:13 MDT)
		JOHN BLAIR, CITY MANAGER
ATTE	ST:	,
Krisi	la Phila	
KRIST	TINE BUSTOS MIHELCIC,	CITY CLERK X/V
APPR	OVED AS TO FORM FOR	LEGAL SUFFICIENCY:
Patri	cia Foghali	
PATR	ICIA FEGHALI, ASSISTA	NT CITY ATTORNEY
APPR	OVED:	
Emily K. Oste	K. Oster or (May 17, 2023 18:36 MDT)	
	Y K OSTER, FINANCE DI	RECTOR
		LICENSEE: INTERNATIONAL FOLK ART MARKET
	8	

By MELISSA MANN, CEO

Exhibit AGround Floor of 1614 Paseo de Peralta – Warehouse 21





City of Santa Fe

BUSINESS REGISTRATION

Treasury Department

200 Lincoln Ave.

Santa Fe, New Mexico 87504-0909 505-955-6551

Business Name: INTERNATIONAL FOLK ART ALLIANC

DBA: INTERNATIONAL FOLK ART

ALLIANC

Business Location: 620 CERRILLOS RD

SANTA FE, NM 87501

Owner: INTERNATIONAL FOLK ART ALLIANCE

License Number: 105913

Issued Date: February 23, 2023

Expiration Date: February 23, 2024

CRS Number: 03082471000

Classification: Business Registration - Standard

License Type: Business License - Renewable

Fees Paid: \$35.00

INTERNATIONAL FOLK ART ALLIANC 620 CERRILLOS RD SANTA FE , NM 87501

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT. APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION OR THE INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERRABLE TO OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/24/2023

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 have ADDITIONAL INSURED provisions or 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).

00/504050	DEVICE NUMBER	·-
	INSURER F:	
Santa Fe NM 87505	INSURER E :	
520 Cerrillos Rd	INSURER D:	
International Folk Art Alliance, Inc dba IFAA	INSURER C:	
NSURED (505) 476-1167	INSURERB: New Mexico Premier Insurance C	13675
	INSURER A: Philadelphia Indemnity Insurance	18058
Santa Fe NM 87505	INSURER(S) AFFORDING COVERAGE	NAIC#
	E-MAIL ADDRESS:	
Daniels Insurance, IncSanta Fe 805 St Michaels Drive	PHONE (A/C, No, Ext): (505) 982-4302 FAX (A/C, No): (505)	989-9186
PRODUCER	CONTACT NAME: Michael Latting	

COVERAGES CERTIFICATE NUMBER: Cert ID 35314 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		TYPE OF INSURANCE	ADDL			POLICY EFF	POLICY EXP	LIMIT	<u> </u>	
В	х	COMMERCIAL GENERAL LIABILITY	INSD	WVD	FOLICT NUMBER	(WIW/DD/TTTT)	(MM/DD/TTTT)	EACH OCCURRENCE	<u>s</u>	1,000,000
-		CLAIMS-MADE X OCCUR			PHPK2467649	11/01/2022	11/01/2023	DAMAGE TO RENTED	\$	100,000
								MED EXP (Any one person)	\$	5,000
								PERSONAL & ADV INJURY	\$	1,000,000
	GEI	N'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$	3,000,000
	х	POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$	3,000,000
		OTHER:							\$	
	ΑU٦	OMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
A		ANY AUTO			PHPK2467649	11/01/2022	11/01/2023	BODILY INJURY (Per person)	\$	
		OWNED X SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$	
	х	HIRED X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$	
									\$	
A		UMBRELLA LIAB X OCCUR			PHUB833539	11/01/2022	11/01/2023	EACH OCCURRENCE	\$	1,000,000
	х	EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$	1,000,000
		DED X RETENTION\$ 10,000							\$	
В		RKERS COMPENSATION EMPLOYERS' LIABILITY			88606.108	11/01/2022	11/01/2023	X PER OTH- STATUTE ER		
	ANY	PROPRIETOR/PARTNER/EXECUTIVE 17 N	N/A					E.L. EACH ACCIDENT	\$	500,000
	(Mar	ICER/MEMBER EXCLUDED?	N/A					E.L. DISEASE - EA EMPLOYEE	\$	500,000
	If yes	s, describe under CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$	500,000
									\$	
									\$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) EVENT: Rental of property located at 1614 Paseo de Peralta, July 3-11, 2023. Additional insured Santa Fe Railyard Community Corporation 322 Read Street Santa Fe, New Mexico 87501 & City of Santa

Fe PO Box 909 Santa Fe, New Mexico 87504-0909 & Santa Fe Conservation Trust PO Box 23985 Santa Fe, New Mexico 87502-3985

OLK III IOA I L IIOLDLK	CANOLLEATION				
The City of Santa Fe, Santa Fe Conservation Trust, Santa Fe Railyard Community Corporation	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.				
1614 Paseo de Peralta Santa Fe NM 87501	AUTHORIZED REPRESENTATIVE				
Santa re Nm 8/301					

CANCELLATION

© 1988-2015 ACORD CORPORATION, All rights reserved.

CERTIFICATE HOLDER



City of Santa Fe
Real Estate Summary of Contracts, Agreements, Amendments & Leases

SF for temporary use of the ground floor of
dment O
/2023
Date:
Original Contract / Lease #
Date:
Elaborate (option: attach spreadsheet if multiple amendmen to iFam during their annual market event.
•
Elaborate (option: attach spreadsheet if multiple amendment 1 to iFam during their annual market event.
1 to iFam during their annual market event. May 10, 2023
1 to iFam during their annual market event. May 10, 2023 Date:
1 to iFam during their annual market event. May 10, 2023 Date:
1 to iFam during their annual market event. May 10, 2023 Date:
May 10, 2023 Date: Org / Object: May 10, 2023 Date:
May 10, 2023 Date: Org / Object: May 10, 2023 Date:
May 10, 2023 Date: Org / Object: May 10, 2023 Date:
May 10, 2023 Date: Org / Object: May 10, 2023 Date:
May 10, 2023 Date: Org / Object: May 10, 2023 Date: Phone #505-490-4659
May 10, 2023 Date: Org / Object: May 10, 2023 Date: Phone #505-490-4659



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: _International Folk Art Market
Procurement Title:
Procurement Method: State Price Agreement Cooperative Sole Source Other X
Exempt Request For Proposal (RFP) Invitation To Bid (ITB) Contract under 60K Contract over 60K
Department Requesting _Public Works/Facilities Div Staff Name _Tim Farrell
Procurement Requirements: A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees.
REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*
YES N/A Approved Procurement Checklist (by Purchasing) Memo addressed to City Manager (under 60K) Committees/City Council (over 60K) State Price Agreement RFP Evaluation Committee Report
 ITB Bib Tab Quotes (3 valid current quotes) Cooperative Agreement Sole Source Request and Determination Form Contractors Exempt Letter
Purchasing Officers approval for exempt procurement BAR FIR Executed Contract, Agreement or Amendment Current Business Registration and CRS numbers on contract or agreement Summary of Contracts and Agreements form Certificate of Insurance All documentation presented to Committees Other:
Tim Farrell Property Development Manager 4/28/2023 Department Rep Printed Name (attesting that all information included) Title Date
Contracts Supervisor May 10, 2023
Purchasing Officer (attesting that all information is reviewed) Title Date Include all other substantive documents and records of communication that pertain to the procurement

and contract.



City of Santa Fe, New Mexico Memorandum



DATE: May 2, 2023

TO: John Blair, City Manager

VIA: Regina Wheeler, Public Works Department Director

Sam Burnett, Facilities Division Director
Terry Lease, Asset Development Manager

FROM: Tim Farrell, Property Development Manager Timothy Farrell

ACTION:

Request for the approval and execution of the License Agreement between the International Folk Art Market (IFAM) and the City of Santa Fe for Temporary Use of the ground floor of Warehouse 21. Tim Farrell, Property Development Manager, tgfarrell@santafenm.gov, 505-490-1659.

BACKGROUND AND SUMMARY:

The International Folk Art Market (IFAM) will be held at the Santa Fe Railyard Park from July 5th – 9th. The Market has requested the use of the ground floor of Warehouse 21 from July 3rd through July 11th for use as a break area for their over 1,000 volunteers and vendors. The building's contiguous proximity to the Railyard Park and its large wide open interior space provides an ideal accommodation for this use. Only the first floor of the building would be used by IFAM and access to the second floor will be closed off.

The event attracts over 20,000 people and IFAM reports that the artist earnings since the event was established have exceeded \$31 million and impacted more than one million lives in the communities they represent.

The building is in a broom clean condition and some minor plumbing and electrical repairs to accommodate this use and other future uses are underway.

The License Agreement has a fee of \$1,350.00 (9 days at \$150.00 per day) as well as conditions for insurance and clean-up of the building and property at the end of the term.

ATTACHMENTS:

International Folk Art Market License Agreement Summary of Contracts Signed Procurement Checklist

23-0262 International Folk Art Market CM PW FACILITIES

Final Audit Report 2023-05-24

Created: 2023-05-17

By: Xavier Vigil (xivigil@ci.santa-fe.nm.us)

Status: Signed

Transaction ID: CBJCHBCAABAAvQSLJlitJJTnlW38QG0W7-Whe4aMazH9

"23-0262 International Folk Art Market CM PW FACILITIES" History

- Document created by Xavier Vigil (xivigil@ci.santa-fe.nm.us) 2023-05-17 9:57:18 PM GMT- IP address: 63,232,20,2
- Document emailed to ekoster@santafenm.gov for signature 2023-05-17 9:58:44 PM GMT
- Email viewed by ekoster@santafenm.gov 2023-05-18 0:35:40 AM GMT- IP address: 104.47.65.254
- Signer ekoster@santafenm.gov entered name at signing as Emily K. Oster 2023-05-18 0:36:38 AM GMT- IP address: 63.232.20.2
- Document e-signed by Emily K. Oster (ekoster@santafenm.gov)

 Signature Date: 2023-05-18 0:36:40 AM GMT Time Source: server- IP address: 63.232.20.2
- Document emailed to jwblair@santafenm.gov for signature 2023-05-18 0:36:41 AM GMT
- Email viewed by jwblair@santafenm.gov 2023-05-19 9:13:35 PM GMT- IP address: 76.113.49.66
- Signer jwblair@santafenm.gov entered name at signing as John Blair 2023-05-19 9:13:48 PM GMT- IP address: 76.113.49.66
- Document e-signed by John Blair (jwblair@santafenm.gov)

 Signature Date: 2023-05-19 9:13:50 PM GMT Time Source: server- IP address: 76.113.49.66
- Document emailed to Kristine Mihelcic (kmmihelcic@santafenm.gov) for signature 2023-05-19 9:13:52 PM GMT





- Email viewed by Kristine Mihelcic (kmmihelcic@santafenm.gov) 2023-05-24 5:35:31 PM GMT- IP address: 104.47.65.254
- Document e-signed by Kristine Mihelcic (kmmihelcic@santafenm.gov)
 Signature Date: 2023-05-24 5:35:58 PM GMT Time Source: server- IP address: 73.98.12.205
- Agreement completed. 2023-05-24 - 5:35:58 PM GMT

