

CITY OF SANTA FE  
ART ASSETS LOAN AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe (the "City") and the Santa Fe Art Institute (the "Recipient"). The date of this Agreement shall be the date when it is executed by the City.

1. SCOPE OF SERVICES

The City agrees to lend free of charge the equipment described in Exhibit A of this agreement (the "Equipment") on City-owned property for the term of this Agreement. The Equipment shall be located in the Community Gallery of the Santa Fe Art Institute at 1600 St Michael's Drive #31. (the "Site")

2. STANDARD OF PERFORMANCE; LICENSES

A. The Recipient shall give the Equipment the same care as it gives comparable property of its own. It is understood by the Recipient and the City that all publicly displayed art is subject to gradual inherent deterioration and acts of vandalism for which neither party is responsible.

B. Upon installation of the Equipment on site the Recipient and City shall complete a condition report documenting the condition of Equipment.

C. Evidence of damage while on Recipient's property will be reported in writing to the City immediately.

D. Restoration or repair is at the discretion of the City and will not be undertaken without written approval.

3. TRANSPORTATION AND INSTALLATION

A. Recipient is responsible for the transportation of the Equipment to and from the Site including installation and removal of the Equipment. All costs are the sole responsibility of the Recipient.

B. The Recipient is responsible for coordinating the installation of the Equipment.

C. The Recipient shall install the Equipment in a manner acceptable to the City.

4. INSURANCE

A. The Recipient, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, insurance covering damage to the art. If the Recipient elects not to carry such insurance, all damage is the sole responsibility of the Recipient.

B. The City does not agree to defend or hold the user harmless for any claims that may be brought against the Recipient for injuries or damages caused by the Equipment. The Recipient agrees to defend or hold the City harmless for any claims that may be brought against the City for injuries or damages caused by the Equipment.

5. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the City and will be in effect through December 31, 2026, or until the Midtown Arts and Design Alliance (MADA) Phase 1 is complete and move-in ready, or until such time that the MADA can utilize the printing press and drying rack as part of the furniture, fixtures, and equipment ( FF&E) of the buildings, unless sooner pursuant to Article 6 below.

6. TERMINATION AND RETURN OF EQUIPMENT

A. The Equipment shall remain on the Site for the time specified in Article 5 of this Agreement, but may be withdrawn from the Site at any time by the City or this agreement terminates.

B. At the termination of this Agreement, the Recipient shall remove the Equipment.

C. If the legal ownership of the Equipment changes during the period of this Agreement, whether by sale, exclusive negotiation agreement, gift or otherwise, the new owner may, prior to the return of the Equipment, be required to establish legal right to receive the Equipment by proof satisfactory to the City. The Equipment will be returned only to the City unless the City is notified to the contrary.

D. The City shall have the right to terminate this Agreement upon written notice.

E. If the City, after making all reasonable efforts, is unable to receive the Equipment within sixty (60) days after termination, then the City shall have the absolute right to remove the Equipment, to charge removal fees, storage fees and insurance costs and to have and enforce a lien for such fees and costs.

G. The Recipient shall issue a final "Condition Report" to be signed by the City upon removal of the Equipment as proof of the return of the Equipment to the City in good condition.

7. COPYRIGHT AND REPRODUCTION RIGHTS

A. The City may publish and distribute photographs of the Equipment as installed on site for noncommercial purposes.

8. CONFLICT OF INTEREST

The Recipient warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the Agreement. The Recipient further agrees that in the performance of this Agreement no persons having any such interests shall be employed.

9. ASSIGNMENT

The Recipient shall not assign or transfer any rights, privileges, obligations, or other interest under this Agreement, including any claims for money due, without the prior written consent of the City.

10. RELEASE

The Recipient, upon entering into this Agreement, releases the City, its officers and employees, from all liabilities, claims, and obligations whatsoever arising from or under this Agreement. The Recipient agrees not to purport to bind the City to any obligation not assumed herein by the City unless the Recipient has express written authority to do so, and then only within the strict limits of that authority.

11. INDEMNIFICATION

The Recipient 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 Recipient's performance under this Agreement as well as the performance of Recipient's employees, agents, representatives and subcontractors, including payments of all attorney's fees and costs.

12. THIRD PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title, or interest in or for the benefit of any person other than the City and the Recipient. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third-party beneficiary of this Agreement.

13. APPLICABLE LAW; CHOICE OF LAW; VENUE

Recipient 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, the Recipient 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 a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

14. NEW MEXICO TORT CLAIMS ACT

By entering into this Agreement, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 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 in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

15. AMENDMENT

This agreement shall not be altered, changed or modified except by an amendment in writing executed by the parties hereto.

16. SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

17. NON-DISCRIMINATION

During the term of this Agreement, the Recipient shall not discriminate against any employee or applicant for an employment position to be used in the performance of services by the Recipient hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

18. SEVERABILITY

In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

CITY OF SANTA FE:

RECIPIENT:  
SANTA FE ART INSTITUTE

Mark Scott  
Mark Scott (Feb 17, 2025 12:52 MST)  
CITY MANAGER

Jamie Blosser  
Jamie Blosser (Nov 15, 2024 17:37 MST)  
JAMIE BLOSSER  
EXECUTIVE DIRECTOR

DATE: Feb 17, 2025

DATE: Nov 15, 2024

ATTEST:  
Andréa Salazar  
ANDREA SALAZAR (Feb 17, 2025 14:22 MST)  
ANDRÉA SALAZAR, CITY CLERK    *XIV*

APPROVED AS TO FORM:

Patricia Feghali  
Patricia Feghali (Nov 18, 2024 08:02 MST)  
PATRICIA FEGHALI, ASSISTANT CITY ATTORNEY

## EXHIBIT A

The Equipment consists of a Printing Press and drying rack, both of which are currently unused and located in the Visual Arts Center. City staff have visited and verified the Equipment.



# SFAI Printing Press Loan Agreement - Final CAO

Final Audit Report

2024-11-18

|                 |                                              |
|-----------------|----------------------------------------------|
| Created:        | 2024-11-15                                   |
| By:             | Amy Cawthon (amcawthon@santafenm.gov)        |
| Status:         | Signed                                       |
| Transaction ID: | CBJCHBCAABAAwqcvO3OBfrhJc70cgjzsyPS-5ztnksjb |

## "SFAI Printing Press Loan Agreement - Final CAO" History

-  Document created by Amy Cawthon (amcawthon@santafenm.gov)  
2024-11-15 - 11:28:31 PM GMT- IP address: 63.232.20.2
-  Document emailed to jbloesser@sfai.org for signature  
2024-11-15 - 11:29:09 PM GMT
-  Email viewed by jbloesser@sfai.org  
2024-11-16 - 0:10:55 AM GMT- IP address: 64.233.172.37
-  Signer jbloesser@sfai.org entered name at signing as Jamie Blosser  
2024-11-16 - 0:37:55 AM GMT- IP address: 73.242.198.204
-  Document e-signed by Jamie Blosser (jblosser@sfai.org)  
Signature Date: 2024-11-16 - 0:37:57 AM GMT - Time Source: server- IP address: 73.242.198.204
-  Document emailed to pfeghali@santafenm.gov for signature  
2024-11-16 - 0:37:58 AM GMT
-  Email viewed by pfeghali@santafenm.gov  
2024-11-18 - 3:01:42 PM GMT- IP address: 104.47.65.254
-  Signer pfeghali@santafenm.gov entered name at signing as Patricia Feghali  
2024-11-18 - 3:02:18 PM GMT- IP address: 98.60.104.228
-  Document e-signed by Patricia Feghali (pfeghali@santafenm.gov)  
Signature Date: 2024-11-18 - 3:02:20 PM GMT - Time Source: server- IP address: 98.60.104.228
-  Agreement completed.  
2024-11-18 - 3:02:20 PM GMT

# 25-0050 Santa Fe Art institute

Final Audit Report

2025-02-17

|                 |                                              |
|-----------------|----------------------------------------------|
| Created:        | 2025-02-10                                   |
| By:             | XAVIER VIGIL (xivigil@santafenm.gov)         |
| Status:         | Signed                                       |
| Transaction ID: | CBJCHBCAABAA6geEaVG7ua4YzGu0jE1UjisQ0U0P8r2- |

## "25-0050 Santa Fe Art institute" History

-  Document created by XAVIER VIGIL (xivigil@santafenm.gov)  
2025-02-10 - 9:30:24 PM GMT- IP address: 63.232.20.2
-  Document emailed to mscott@santafenm.gov for signature  
2025-02-10 - 9:32:02 PM GMT
-  Email viewed by mscott@santafenm.gov  
2025-02-14 - 6:10:25 AM GMT- IP address: 71.228.96.152
-  Email viewed by mscott@santafenm.gov  
2025-02-17 - 0:22:10 AM GMT- IP address: 71.228.96.152
-  Signer mscott@santafenm.gov entered name at signing as Mark Scott  
2025-02-17 - 7:52:15 PM GMT- IP address: 63.232.20.2
-  Document e-signed by Mark Scott (mscott@santafenm.gov)  
Signature Date: 2025-02-17 - 7:52:17 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to ANDREA SALAZAR (asalazar@santafenm.gov) for signature  
2025-02-17 - 7:52:18 PM GMT
-  Email viewed by ANDREA SALAZAR (asalazar@santafenm.gov)  
2025-02-17 - 9:22:28 PM GMT- IP address: 104.47.65.254
-  Document e-signed by ANDREA SALAZAR (asalazar@santafenm.gov)  
Signature Date: 2025-02-17 - 9:22:36 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.  
2025-02-17 - 9:22:36 PM GMT