

LEASE

Pursuant to the terms and conditions of this lease ("Lease"), **C.I.R. Properties, LLC**, located at 128 Grant Avenue, Suite 108, Santa Fe, New Mexico 87501 (hereinafter referred to as "Lessor"), hereby leases to **THE CITY OF SANTA FE**, for the Santa Fe Film Office, (hereinafter referred to as "Lessee" or "Tenant") that certain office space located at Suite 114, 128 Grant Avenue, Santa Fe, New Mexico 87501 (the "Leased Premises").

RENT: Tenant shall pay Rent to Lessor in the sum of **\$2,500.00 (TWO THOUSAND and FIVE HUNDRED DOLLARS)** per month for the use of the Leased Premises, which shall be due and payable on or before the first day of each month (the "Due Date"), at the offices of Lessor without regard to notice sent by Lessor to Tenant.

TERM/RENEWAL: This Lease shall commence on **MAY 1, 2025 and end on APRIL 30, 2026.** There shall be an automatic renewal option for Tenant to lease this space beginning on May 1, 2026 through April 30, 2027. Lessor requires sixty (60) days written notice by Tenant of termination of this Lease. A renewal of this Lease beyond April 30, 2027 shall be upon approval of Lessor and Tenant, and all terms agreed upon by the Lessor and Tenant shall be contained in a new Lease or an Addendum to this Lease. Lessor may adjust Tenant's basic monthly rent by up to **five percent (5%)** of the current rental rate of the existing Lease on July 1, 2026. Lessor must give ninety (90) days notice of the new rental rate to allow Lessee to budget the new amount.

DEPOSIT: Lessee's security deposit of **TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00)** shall be paid along with the first month's rent. Said deposit to be returned to Tenant, less a cleaning fee, and less the cost of repairs for any damages to the Leased Premises beyond normal wear and tear, without interest, within thirty (30) days after expiration of the lease, unless parties agree that the lease shall be extended with the signing of a new Lease or Addendum. **ADDITIONAL DEPOSIT:** Should Tenant desire to bring a pet (see provisions concerning PETS) into their Leased Premises at any time during the term of this lease, permission shall be sought from the Lessor in writing. If permission is granted, an additional and separate deposit may be required and assessed.

MOVING IN/OUT: Tenant(s) moving in or out of the Leased Premises using the elevator are strongly urged to move on weekends or holidays to avoid any disruption to other tenants. Tenant should contact the Property Manager to coordinate the move well ahead of moving day to receive protective covers for the elevator walls.

SERVICES: The following shall be provided to the Tenant at no additional cost:

- Emptying of trash when Tenant places trash cans outside of the suite from 9:00-11:00 a.m.;
- All customary utilities (electric, gas, water);

- Use of second floor conference room at 128 Grant (Scheduling calendar located in reception area);
- Wi-Fi Internet for normal business use, if requested, and if a Wi-Fi Addendum is signed;
- Cleaning of all interior bathrooms/hallways/interior reception area/outside windows. Tenant's interior suite is excluded.

Tenant shall be responsible for the following:

- Phone and/or private/individual Internet Service;
- Marquee Directory and individual signage (as approved by Lessor);
- Interior cleaning of Leased Premises.

REPAIRS/MODIFICATIONS: The Leased Premises must be returned to its original condition at Tenant's expense by expiration of the Lease term, excepting normal wear and tear. If requested by Tenant in writing, Lessor must review and approve any painting and the color of Tenant's interior suite during Tenant's occupancy. Lessor's approval shall not be unreasonably withheld. During the Lease Term, Tenant shall not, without prior written approval of Lessor, make or hire others to make structural, electrical, plumbing repairs, to install any technological fixtures, or other changes or additions. If approved by Lessor, Tenant shall pay the cost of said changes or additions. Lessor shall pay for any reasonable and necessary repairs as well as removal of any such fixtures.

SUBLEASE: Under no circumstances shall Tenant sublease the Leased Premises to any other third party (outside party) without the Lessor's prior written consent. In addition, should consent be given by Lessor, Tenant assumes responsibility for the outside party pursuant to the terms of this Lease with all responsibilities and obligations.

PARKING: Parking is not guaranteed but is offered to all Tenants on a first-come, first-served basis in designated spots on the property/complex. One parking tag will be issued to each Tenant per office suite. Extra tags can be issued at the discretion of the Lessor and are dependent upon available space. Tags are not to be shared with any individuals who are not Tenants without the express written consent of Lessor. All Tenants should park in 128-130 designated parking spots and when parking large vehicles, Tenants should be cognizant not to block any ingress or egress areas which would impede delivery services as well as emergency vehicles from entering or exiting the parking area. Pursuant to City and State Statutes and /or Ordinances, only vehicles displaying a handicap placard shall park in designated handicapped/disabled spaces. Any violation shall be the sole responsibility of the Tenant and/or their guest(s).

INSURANCE: Tenant shall, at its own expense, provide Lessor with a copy of a Liability Policy which shall contain coverage for public liability, contents/possessions and Tenant's guests pursuant to this Lease. Lessor is not responsible for any property owned by Tenants or their guest(s) including but not limited to vehicles.

COMMON AREAS: Common areas of the building(s)/complex including the conference room at 128 Grant, stairwells, reception area, and all outside areas (including parking areas) are made available to all Tenants and shall not be used to store or display materials or personal property of individual Tenants. It is a violation of the Fire Code to store bicycles or other personal possessions in stairwells, hallways or common areas.

EXCLUSIONS OF AREAS: All areas comprising the third floor Penthouse, including the deck, are for the sole and exclusive use of the owners and penthouse Tenants, unless reserved by Tenant in advance, based on availability, and a Deck Usage contract is entered into between Tenant and Lessor. Access to this area shall not be considered a common area and is not meant to be part of this Lease in any way. The entire building located at 130 Grant Avenue along with the front porch and conference room are also excluded from this Lease.

KEYS: Upon payment and signing of this Lease, Tenant will be provided with one key to the Leased Premises. An additional key can be provided upon request, if necessary. Keys must be returned to the Lessor at the end of the Lease Term (and prior to the return of Tenant's security deposit, if applicable). Failure to return keys and parking tags to Lessor upon the expiration of this Lease will result in a \$100.00 (One Hundred Dollars) deduction from Tenant's security deposit. Any re-keying of individual Tenant's Leased Premises requires prior approval by Lessor and shall be at Tenant's expense. If re-keyed, two keys for the rekeyed lock(s) will be provided to Lessor.

PETS: Should Tenant desire to bring a pet into the Leased Premises at any time (temporarily, intermittently or permanently) during the Lease Term, written permission shall be requested from Lessor. If provided, an additional non-refundable deposit may be assessed and Tenant shall be required to execute an Addendum to this Lease. Said Addendum shall contain provisions regarding the additional non-refundable security deposit and indemnification language agreeing to hold Lessor harmless. All pets shall be leashed and/or in a carrier at all times in any common areas, including the parking area. Tenants and their guests shall be responsible for picking up after their pet and under no circumstances shall pets be allowed on the grass areas unless accompanied by the Tenant.

USE OF PREMISES/INDIVIDUAL SUITE: Tenant may use the Leased Premises as its office suite during normal weekday business hours, and as needed for business purposes, including evenings, weekends, and holidays. In no event shall Tenant use the Leased Premises for living purposes, either temporarily, intermittently, or permanently. Cost(s) of repair for any damage to the Leased Premises, building/complex or common areas by the Tenant and/or guest(s) shall be the sole responsibility of the Tenant. Due to potential fire code hazards as well as electricity consumption, auxiliary heaters, or any high-amperage electronic devices, including but not limited to appliances such as refrigerator/microwave/dishwasher., etc., are not allowed in the Leased Premises without the express permission of the Lessor.

NOTICE/INSPECTION: Lessor shall be allowed to inspect the Leased Premises twice annually during the terms of this Lease to ensure compliance with this Lease. Pursuant to Notice

Requirements, Lessor hereby provides Tenant with the following date(s) upon which said inspections shall be completed.

- For all even numbered suites, the first business day of May and the first business day of October;
- For all uneven numbered suites, the second business day of May and the second business day of October.
- Lessor shall be allowed to enter the Leased Premises if there is an emergency situation which warrants such entry. Lessor will notify Tenant as soon as possible of any such incident.

Tenant or Tenant's designee shall be available on the dates noted above if the inspection occurs during business hours (Monday through Friday, 8am to 5pm except for the noon hour) unless a written request to reschedule is received within ten (10) days prior to the inspection date. If Tenant is not available, Tenant agrees that Lessor shall have the right to enter the premises to conduct said inspection. In the case of emergency, Lessor may enter the Leased Premises without Tenant's consent.

RULES: The Tenant agrees to abide by all rules or requests set forth by the Lessor in writing and delivered pursuant to the Notice paragraph for the common good of the majority of tenants or rules that may be required by any federal, state, city or other governmental entity to maintain the buildings/complex for all business operations.

- Smoking: New Mexico is designated as a smoke-free state. As such, Tenant and all guests are required to abide by all federal, state, and city ordinances to create a smoke-free environment. Smoking of any type is prohibited throughout the buildings/complex as well as within twenty-five (25) feet of any doorway, entrance, window, or ventilation system.
- Criminal Activity: Criminal activity in violation of any federal, state, city or other governmental entity laws, statutes, or ordinances is strictly prohibited. Tenant agrees to notify Lessor of any criminal activity which is reported to any law enforcement agency which may have been committed within the confines of the Leased Premises and/or buildings/complex which involves the Tenant, employee, or any guest(s). This includes any restraining orders which have been issued by a court of law which directly affect any Tenant, employee of Tenant, or guest(s) of Tenant.

NOTICE: For purposes of communications, the Lessor's address is: C.I.R. Properties, LLC, 128 Grant Avenue, Santa Fe, NM 87501. Phone Number - 505-982-3952, Email address 128GrantProperties@gmail.com. A secure mail drop is located in the reception area for all hand-delivered items, including rent payments or other private communications to Lessor.

Notices to Lessee shall be delivered to:

The City of Santa Fe
c/o City Manager

PO Box 909
Santa Fe, NM 87504

GOVERNING LAW: The terms of this Lease are legal and binding between all parties. If any Tenant violates this Lease, Tenant shall be considered to have violated the Lease. New Mexico Law shall control this Lease and any Addendums signed by all parties.

LESSOR:
C.I.R. PROPERTIES, LLC

Theresa Delgado

Theresa Delgado (May 22, 2025 11:33 MDT)

By: THERESA DELGADO, Property Manager
128 Grant Avenue - Suite 108
Santa Fe, NM 87501
(505) 982-3952
128GrantProperties@gmail.com

LESSEE:
CITY OF SANTA FE

Mark Scott

Mark Scott (May 29, 2025 17:25 MDT)

MARK SCOTT, City Manager

200 LINCOLN AVENUE
SANTA FE, NM 87501
Ph: 505-955-6848
msscott@santafenm.gov

ATTEST:

Andréa Salazar

ANDREA SALAZAR (May 20, 2025 18:14 MDT)

ANDRÉA SALAZAR, CITY CLERK *AS*

CITY ATTORNEY'S OFFICE:

Kevin L. Nault

Kevin L. Nault (May 22, 2025 14:34 MDT)

ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

EMILY OSTER, FINANCE DIRECTOR

Signature:

Email:

LEASE - SUITE 114 - 128 GRANT - For Signature

Interim Agreement Report






2025-05-29

Created:	2025-05-23
By:	Andrew Griego (acgriego@santafenm.gov)
Status:	Out for Signature
Transaction ID:	CBJCHBCAABAAGPzE8ptDT3SI3m5W0JvKCDFFdHsj1Ln

Agreement History

Agreement history is the list of the events that have impacted the status of the agreement prior to the final signature. A final audit report will be generated when the agreement is complete.

"LEASE - SUITE 114 - 128 GRANT - For Signature" History

-  Document created by Andrew Griego (acgriego@santafenm.gov)
2025-05-23 - 9:58:34 PM GMT- IP address: 63.232.20.2
-  Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature
2025-05-23 - 10:01:36 PM GMT
-  Email viewed by EMILY OSTER (ekoster@santafenm.gov)
2025-05-29 - 9:22:27 PM GMT- IP address: 104.47.65.254
-  Document e-signed by EMILY OSTER (ekoster@santafenm.gov)
Signature Date: 2025-05-29 - 9:24:41 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to XAVIER VIGIL (xivigil@santafenm.gov) for signature
2025-05-29 - 9:24:42 PM GMT

Signature: 

Email: xivigil@santafenm.gov