

Agreement for Commercial use of Premises and/or Real Property

This Agreement is made as of the date of the last signature below, between the **City of Santa Fe**, 200 Lincoln Avenue, Santa Fe, NM 87501, a municipality chartered under the laws of the state of New Mexico (the “City”), and **the United States Library of Congress**, (the “Producer”).

RECITALS

Whereas, the City owns certain real property and facilities which from time to time are available for use upon rates and fees established by the City; and

Whereas, the City is willing to provide facilities and personnel upon the terms and conditions stated in this Agreement; and

Whereas, the Producer is willing to pay rates and fees as stated herein to the City for access and use of City property and facilities for a film and related purposes being made by the Producer.

Now, therefore, it is agreed between the parties:

Section One

The Premises and the Event

A. Event and Location: Prep, Filming, and Strike/Takedown for the Production will take place at the property located at 145 Washington Ave. Santa Fe, NM 87501, for a period of 1 Day beginning March 11, 2026. All work is scheduled to occur during the hours of 9am to 1pm (the “Event”).

B. Event Locations and Time: The Event is scheduled for preparation, filming, and strike in the following locations within the Premises:

Date(s)	Location(s)	Approx. Time
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3/11/2026	Santa Fe Public Library Main Branch 145 Washington Ave Santa Fe, NM 87501	9am to 1pm
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Producer agrees that all work on the Premises carried out in connection with the Production, from beginning of prep through strike/takedown, will take place only in the location(s) and on the date(s) and time(s) set forth above. The following listed areas indicate the locations within the Premises that Producer is permitted to access and use for purposes of this Agreement. Should any additional areas be requested for filming that are not on the following list, the Santa Fe Film Office must be notified in advance and use of the additional areas must be approved by the City of Santa Fe in the form of a written amendment or addendum to this Agreement.

Date(s)	Areas within Location(s)	Approx. Time
3/11/2026	Southwest Reading Room	9am to 1pm

- C. Producer will use the Premises exclusively for film production purposes on the dates and within the times set forth above. Without limiting the generality of the foregoing, no part of the Premises will be used, assigned, or sublet for use as a residential dwelling or overnight use.
- D. Producer’s modifications or alterations: Producer must receive prior permission from the City to modify or alter the Premises or personal property on and within the Premises.
- E. Producer covenants and agrees that any City approved construction, modifications or alterations will be made in a skillful manner and in compliance with all applicable

federal, state, county, and city ordinances and regulations. No later than the last date listed above for strike activities, Producer must remove any modifications or alterations installed, erected or made by it and repair any injury or damage caused to the Premises by such removal and restore the Premises substantially to the condition as the same was at the commencement of this Agreement. Any work that is legally required to be performed by licensed contractors will be performed by licensed contractors.

- F. It is understood that the Event is contingent on weather and other factors that may affect production activities but that the Producer's access and use are at the rates stated for each day on which production activities associated with the Event take place. If weather conditions or production exigencies make the Event impossible, the Event may, by written amendment or addendum signed by the parties, be postponed to other mutually acceptable date(s) and time(s). Such permission may be continued until completion of all scenes and work required. At any time within six months from the completion of the Event, Producer may on not less than five days prior written notice to the City, re-enter and use the Premises for such periods as may be reasonably necessary to photograph re-takes, shoot added scenes, etc., desired by Producer upon the same terms and conditions contained in this Agreement; provided, however, that the City may deny such reentry on the dates and times requested if such reentry would interfere with the City's use of the premises or for any other reason. Use of the Premises for more than one day will require payment of an additional fee, calculated based upon the number of additional days needed, type of production activity on the additional days, and the fees set forth in Section Three below.

Section Two

Terms and Conditions for Access and Use of Premises

By this Agreement, the City grants to Producer, its authorized agents, employees, contractors and other persons connected with the Production and Event, the right to access and use the Premises on the following terms and conditions.

- A. The Producer may enter and remain upon the Premises with personnel, equipment and sets for the sole and express purpose of recording and photographing scenes live or on tape, film or by any other process beginning 3/11/2026 at 9am and ending no later than 3/11/2026 at 1pm as may be subject to amendment by agreement of the City and Producer.
- B. Without limiting the generality of the preceding paragraph Producer may photograph and record the interior and exterior of the Premises, including, but not limited to, signs, furniture, and pictures contained in or on the Premises; provided, however, that:
 - 1. Producer may not film or include in the Production any City logos, the name City of Santa Fe, or other Santa Fe City marks, except in credits indicating locations at which the Production was filmed; and

2. Producer may not film, or include in the Production records or document stored or housed at or in the Premises, or visitors or City employees on or at the Premises; and
 3. The Producer may not film or include in the Production any City employee without the employee's prior express written permission and the employee requesting, and being granted, annual or other appropriate leave to appear in the Production.
- C. The Producer is permitted to move or modify or replace furnishings in the Premises only as provided in Section One above for the purpose of photographing and recording scenes pursuant to this Agreement; provided however, that Producer must return and replace all such furnishings by the last date for strike activities. **Producer shall obtain the prior approval of the City or City representative before moving or re-locating any boxes, containers, records or documents that are stored on the Premises.**
- D. Upon completion of the Event, Producer must, at its own expense, remove all of Producer's sets, structures, and other materials and equipment from the Premises within the time set forth in Section One above.
- E. That Producer accepts the Premises "as is" in its present state and condition without any representation or warranty by the City as to the condition of the Premises. Producer must not cause any permanent damage to the Premises and upon completion of the Event, Producer will repair any damage and return the Premises to the condition existing prior to Producer's use, reasonable wear and tear excepted, and to pay for any damage or injury that may occur through Producer's use of the Premises.
- F. Producer will complete work on the Event during the hours and within the areas identified in Section One above with minimal disruption to or interference with the business activities of the City and its employees.

Section Three

Obligations of the Producer; Rates and Insurance

- G. Filming Rates and Fees (prep., filming, and strike). The rate for filming a production on property or in facilities owned by the City of Santa Fe is \$00.00 per full day of filming, including the removal of production equipment and restoration of the Premises to their prior condition due to the public nature of the space being used and inter governmental nature of the agreement
- H. Producer does not require City employees to perform work in conjunction with the event.

- I. If full payment of the total fee is not made in advance of the beginning of the scheduled Event, the City will consider this Agreement to be void. The City may, but is not required, to give Producer advance notice of its failure to pay the total fee in advance and give it an opportunity to cure that default. The Santa Fe Film Office will invoice the Production directly prior to commencement of filming activities.
- J. Producer's Liability for Contractor's and Casting Extras. With regard to Production activities on the Premises, Producer will be liable and solely responsible for claims and damages arising from the acts or omissions of Producer's employees, personnel, and agents, Producer's casting extras, as well as all other persons or contractors invited to the Premises by the Producer for any reason.
- K. New Mexico Tort Claims Act. No provision of this Agreement modifies or waives any sovereign immunity or limitation of liability enjoyed by the City or its public employees at common law or under the New Mexico Tort Claims Act, NMSA 1978, §41-4-1, as amended.

Section Four Miscellaneous

A. Term. The use provided by City under this Agreement is event specific. This Agreement will not extend beyond the Event and dates specified above, and is limited to the location(s), date(s) and time(s) specified. It will be a breach of this Agreement for the Producer to utilize other locations at the Premises or use the Premises on other dates and times without the City's prior written approval and a written amendment or addendum to this Agreement.

B. Producer's Ownership. The City acknowledges that Producer owns all rights in and to all such recordings and photographs produced or authored by Producer. Without limiting the generality of the preceding sentence, Producer may use such recordings and photographs in any program and in connection with advertising, publicity, marketing and exploitation thereof.

C. The Producer shall provide the city with proof of self insurance from the US Federal Government.

D. This Agreement does not create any rights in any persons or entities not a party. Producer must not assign this Agreement without the prior written approval of the City.

E. The City represents that it has not paid any money or other valuable consideration to Producer for the inclusion of the Premises in the Production, nor has the City paid any money to anyone or accepted any money from anyone for the inclusion of any reference or product identification on the Premises.

F. If any term or condition of this Agreement is held to be invalid or unenforceable by any court of competent jurisdiction, the remainder of this Agreement will not be affected and will be valid and enforceable.

G. The Federal Tort Claims Act in conjunction with the laws of the State of New Mexico shall govern this Agreement.

H. The City warrants and represents that (a) the City has the sole right and authority to grant to Producer all of the rights set forth in this Agreement and to enter into and sign this Agreement; (b) it is not necessary for Producer to obtain the consent of any other person or entity in order to exercise the rights granted to Producer.

I. The Producer warrants that this Agreement has been duly authorized and the person executing this Agreement is authorized to do so, and once executed this Agreement will constitute a binding obligation of the Producer.

J. Survival. The provisions of following paragraphs will survive the expiration or termination of this Agreement: New Mexico Tort Claims Act, and Producer’s Liability for Contractor’s and Casting Extras.

K. Producer acknowledges and agrees that: (i) the Premises is a secure facility where government equipment, records and/or documents are stored; (ii) Producer will confine its activities strictly to those areas described in this Agreement; (ii) Producer must abide by all security and other directives of City staff at the facility and on the Premises.

The parties have executed this Agreement as of the date of last signature by the parties.

City of Santa Fe

BRIAN MOYA

Date: _____

Brian Moya
City Manager, City of Sant Fe

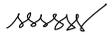
Approved as to form:

Ruby Crews
Ruby Crews (Mar 9, 2026 11:17:07 MDT)

Date: Mar 9, 2026

Ruby Crews
City of Santa Fe Attorney’s Office

Attest:



Geralyn Cardenas
Interim City Clerk 

Date: 03/10/2026

Producer – United States Library of Congress, Media Group

Signature: Nauer, Thomas
Digitally signed by Nauer, Thomas
Date: 2026.03.09 13:53:36 -04'00'

Producer

Date: March 9th, 2026

Print Name: Tom Nauer

Title: Chief, Multimedia Group

Signature: *Erika Quintana*

Email: efquintana@santafenm.gov