# **General Facility Policy**

# **Pueblo of Santa Ana Sports Complex**

Issued by Tamaya Ventures, Inc.

## 1. Issuance and Purpose

Tamaya Ventures hereby grants to the Permittee permission to access and use the Pueblo of Santa Ana Sports Complex including facilities owned, controlled, and operated by the Pueblo. This Permit is issued solely for the benefit of the named Permittee for the limited purpose of hosting soccer games, leagues, or tournaments as listed in the Schedule of Events. This Permit may not be assigned, transferred, or sublicensed to any third party without express written consent.

#### 2. Good Faith

The Permittee agrees to act reasonably and in good faith in carrying out obligations under this Permit and to execute all documents necessary to effectuate its terms.

# 3. Acknowledgement of Non-Possessory Interest and Non-Exclusive Use

This Permit grants no legal or possessory interest in the Sports Complex. The Sports Complex remains open for other Pueblo- or Tamaya-approved uses during the Permittee's scheduled times, provided such uses do not materially interfere with the Scheduled Event.

### 4. Suspension, Revocation, and Termination

Tamaya Ventures reserves the right to suspend, revoke, or terminate this Permit for noncompliance with laws or Permit terms, or for abandonment. Weather provisions apply for frost and snow conditions. Trash must be bagged; no animals are allowed. Excessive trash may incur dumpster fees.

#### 5. Access and Use Fees

Permittee agrees to pay all applicable usage fees and costs of damages. Damage deposits, when required, are due at contract signing. Deposits will be refunded only upon inspection and clearance.

#### 6. Limitations on Access

Access is limited to the dates and times identified. No overnight use is permitted.

### 7. Representations, Warranties, and Covenants

Permittee must comply with all tribal and federal laws, keep facilities clean, pay for damages, avoid environmental contamination, comply with parking rules, and cover costs for additional services such as dumpsters or restroom cleaning. All references must use the official facility name: Pueblo of Santa Ana Sports Complex.

#### 8. Use of Equipment

Permittee may not alter or move furnishings, structures, or equipment without written approval.

#### 9. Reservation of Use and Access

Tamaya Ventures and the Pueblo retain inspection and enforcement rights. Complex Coordinator: Dwayne James (505-263-9902).

#### 10. Vendors

All vendors must obtain a Tamaya Ventures Vendor License. Permittee may not independently authorize or contract with vendors.

# 11. Compliance with Laws

Permittee must comply with all laws. All soccer events must be sanctioned by recognized governing bodies (e.g., NMYSA, NMSSA, USSF).

#### 12. Insurance

Permittee must maintain adequate insurance, including General Liability (\$1M per occurrence/\$2M aggregate) and Workers' Compensation if applicable. Certificates must list Tamaya Ventures and the Pueblo as additional insureds.

#### 13. Indemnification

Permittee shall defend, indemnify, and hold harmless Tamaya Ventures and the Pueblo from any claims arising from Permittee's use.

### 14. Assumption of Risk and Waiver

Permittee assumes all risks associated with Sports Complex use and waives liability claims against Tamaya Ventures and the Pueblo.

# 15. Notices

Tamaya Ventures, Inc.
51 Jemez Canyon Dam Road, Ste. 201
Santa Ana Pueblo, NM 87004
Email: Dwayne.James@tamayaventures.com

# 16. No Waiver of Sovereign Immunity

Nothing in this Permit waives the sovereign immunity of the Pueblo of Santa Ana or Tamaya Ventures.

# 17. Marketing

By accepting this Permit, Permittee consents to participants receiving marketing communications. Photos, videos, and media may be used for promotional purposes.

# 18. Authority

Each signatory affirms that this Permit is legally binding on behalf of their respective party.