

NO-RENT LEASE AGREEMENT

This Lease Agreement (LEASE) is hereby entered into between the Regents of New Mexico State University (NMSU) and Landowner (Landowner) and effective as of the final signature below (Effective Date).

Key Terms:

Landowner	Taos SWCD
Landowner Mailing Address	220 Chamisa Rd, Taos, NM
Landowner Phone	(575) 751-0584
Landowner Email Address	info@tswcd.org
NMSU Contact	David DuBois, State Climatologist
NMSU Mailing Address	MSC 3Q, PO Box 30003, Las Cruces, NM 88003
NMSU Phone	575-646-2974
NMSU Email Address	dwdubois@nmsu.edu
Project	ZiaMet weather station
Site	36.375497°, -105.603220°
Term (in years from the Effective Date)	Five years, thereafter automatic renewal on an annual basis

In consideration of the mutual covenants and promises contained in this Agreement and for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows.

1. Landowner hereby grants to NMSU, NMSU employees and NMSU Contractors the right to access, use and occupy, at no cost, the Site for the purposes of the Project for the Term.
2. The location and manner of installation of the Project is shown and described on the Installation Plan attached hereto and incorporated herein as Exhibit A. NMSU's right to occupy and use the Site includes the right of ingress and egress to the Site on across and over any contiguous or adjacent land owned by Landowner, at reasonable times and for the purposes of the Project.
3. After the initial Term, the Lease will automatically be extended for one-year terms, unless terminated by either party pursuant to the terms in this section. Either party may terminate this Lease at any time, with or without cause, with 30 days written notice.
4. NMSU will have 6 months to move the Project and Project equipment from the Site, beginning from the day written notification of termination of coverage. At the termination of this Lease, NMSU will, at its sole cost and expense, restore the Site as close as reasonably possible to the condition in which NMSU found it.
5. During the Term of this Agreement, NMSU will construct and maintain a fence around the Site if mutually agreed that a fence is required
6. The Project and all Project equipment will be, and at all times will remain, the property of NMSU.
7. Landowner agrees not disturb, relocate or otherwise interfere with the Project.
8. This Agreement shall be binding upon the heirs, executors, administrators, assigns, successors, or any other transferees of the Landowner.

9. This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of the Agreement shall not be binding upon either Party except to the extent incorporated herein. This Agreement shall not be amended unless such amendment is reduced to writing and signed by both Parties.

10. Any notice provided for concerning this Agreement shall be in writing and deemed effective when sent by certified or registered mail, if sent to the respective address of each party set forth in the Key Terms, or to such addressee as may be hereafter designated by notice. All notices become effective only when received by addressee.

11. NMSU agrees to provide Landowner with data from the Project.

12. NMSU and Landowner will each be solely responsible for the liability arising from personal injury, including death, or damage to property arising from the acts or failure to act of the respective party or of its officials, and employees pursuant to the Agreement. NMSU liability will be strictly limited by and this Agreement will give full effect to the intent of the Tort Claims Act, Section 41-4-1 et seq., NMSA 1978, and any amendments thereto.

13. The laws of the State of New Mexico will govern this Agreement and all claims arising out of or relating to this Agreement. Venue will be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, each Party irrevocably consents to the exclusive jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

14. If any part, term or provision of this Agreement is held by a court of competent jurisdiction to be illegal or unenforceable, the remaining portions or provisions of this Agreement will not be affected, and the rights and obligations of the parties must be construed and enforced as if this Agreement did not contain the particular part, term or provision held to be invalid, unless to do so would contravene the present valid and legal intent of the parties.

15. NMSU agrees to maintain liability coverage for the acts of its employees under the New Mexico Public Liability Fund as reflected in the Certificate of Coverage which is attached and incorporated by reference to this Agreement as Exhibit B. The Certificate of Coverage will be applied giving full effect to the intent of the Tort Claims Act, Section 41-4-1 et seq., NMSA 1978, and any amendments thereto.

As evidence of their Agreement, each party or their duly authorized representative has signed this document, as of the date(s) indicated below.

Regents of New Mexico State University

Landowner

Signature

Signature

Date

Date

EXHIBIT A

Site Location



EXHIBIT B

NMSU Proof of Coverage