



# NEW MEXICO DEPARTMENT OF CULTURAL AFFAIRS



## LEASE OFFERING

*National Hispanic Cultural Center*

*Education Building Restaurant & Commercial Kitchen*

### QUESTIONS & ANSWERS

The following questions related to the above-referenced Lease Offering were received as of February 13, 2026.

**Question 1:** *“Are signs advertising the Lessee’s business allowed on the NHCC allowed on the NHCC campus?”*

**Answer 1:** Yes, Article 4.K (page 4) of the draft Lease Agreement addresses signs. See the Lease text below:

K. Signs. Lessee may place restaurant identification and directional signs on the exterior faces of the walls, doors, and windows of the Premises and in approved areas on the NHCC campus provided said signs, in Lessor’s determination, are not excessive in number and are in keeping with NHCC’s mission and setting. **Lessee shall not place any signs without the prior review and written consent of Lessor.** Lessee shall maintain all such approved signs in good condition and repair, and Lessor reserves the right to remove any sign that is not kept in good condition and repair by Lessee. If requested by Lessor, Lessee shall cause the design and installation of any such approved signs to comply with any applicable local ordinances or other governmental regulations.

As stated during the tour of the premises on February 6, 2026, the NHCC is a state-owned facility of national significance and as such will enforce the above lease provision to ensure that any approved signs are in keeping with the professional setting of the NHCC.

Also, the NHCC is in the process of repairing its digital reader board sign at the southwest corner of Avenida Dolores Huerta and 4<sup>th</sup> street. Once repaired it may be possible to display some Lessee advertising on the sign.

**Question 2:** *“Does the included lease of the NHCC’s 2 government liquor licenses mean the Lessee will have exclusive rights to serve alcohol in the licensed areas? Does this also include the exclusive right to serve food?”*

**Answer 2:** The 2 governmental liquor licenses that will be leased to the Lessee will give the Lessee the exclusive right to serve alcohol in the areas permitted by each license, but not in other areas.

Regarding food, the lease gives exclusive rights to the Lessee to serve food and beverages only at the leased premises. However, the Lessee may provide food and non-alcoholic beverages in areas outside the leased premises but is not granted any exclusive right to do so (see Lease Article 4.E and Question 5).

**Question 3:** *“Who is responsible for maintaining, servicing, and cleaning the kitchen equipment?”*

**Answer 3:** The Lessee will be responsible for repair, regular maintenance, and servicing of all kitchen equipment during the lease term.

Also, as stated during the tour of the premises on February 6, 2026, the existing dishwasher is not the property of NHCC therefore the Lessee will be responsible for arranging for its own dishwasher as it sees fit. The list of equipment provided in EXHIBIT B of the draft lease will be revised prior to finalization of the lease.

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**Question 4:** *“Is the Plaza Mayor included in the liquor license lease area?”*

**Answer 4:** No, the Plaza Mayor is not included in the permitted serving areas under the NHCC’s governmental liquor licenses. However, events can be scheduled in the Plaza Mayor through the NHCC’s standard space rental procedures.

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**Question 5:** *“Can the Lessee use other areas of the NHCC campus?”*

**Answer 5:** As stated above, the lease agreement will grant the Lessee exclusive rights only for the leased premises and designated outdoor areas. However, the Lessee can utilize other areas on the NHCC campus subject to availability, NHCC’s rental rates, and event approval procedures.

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**Question 6:** *“Where will the Lessee’s employees park?”*

**Answer 6:** Lease Article 4.L provides that NHCC may designate specific parking locations for Lessee’s employees. At this time, it is anticipated that Lessee’s employees and customers will park in the main NHCC parking lot along Avenida Dolores Huerta. Lessee’s employees will be expected to park further from the leased premises so that customers and visitors can park closer to the leased premises and other NHCC buildings. The Lessee’s employees will not be allowed to park in the NHCC’s south parking lot behind the Performing Arts and Visual Arts buildings.

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**Question 7:** *“Will the restaurant space be shared with other vendors as well? And would we each be paying \$2,250.00 per month? Or would the amount be lower if its shared? with the 9% additional being the liquor license permit usage?”*

**Answer 7:** The NHCC seeks a single Lessee who will have exclusive occupancy and responsibility for the leased space including paying the \$2,250 monthly rent.

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**Question 8:** *“What if we do not have alcohol on the menu and do not need the liquor license?”*

**Answer 8:** The Liquor License Lease fee is included in the \$2,250 monthly rent. If the Selected Lessee does not want to lease the Liquor Licenses the monthly rent will be reduced by \$400.

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**Question 9:** *“I am working on a partnership with another food company, and we want to combine our assets to lease a bigger space for my restaurant and their bakery and beverage manufacturing. Apply as 2 businesses leasing a space would that work for this application?”*

**Answer 9:** The NHCC intends to lease the premises to a single Lessee who will be responsible for the obligations of the lease. However, the Lessee may partner in the operation of its business as it sees fit. If such an arrangement is proposed the Prospective Lessee must clearly explain and detail the arrangement in its submitted proposal.

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**Question 10:** *“Is there a budget for TI for building out the restaurant space and patio?”*

**Answer 10:** There is no “TI” (tenant improvement) allowance offered.

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**Question 11:** *“If awarded the contract, do you have access to the space 24 hours a day?”*

**Answer 11:** Yes, the draft lease provides that the Selected Lessee will have access to the leased premises 24 hours a day. However, although access is available 24 hours a day, if late night uses/events are being contemplated such uses should be clearly stated in a Prospective Lessee’s Proposal.

Prospective Lessee’s should review the “HOW PROPOSALS WILL BE EVALUATED” section of the Lease Offering. In this section under “Business Practices” and “NHCC Mission Alignment”, the Lease Offering makes clear that the reputation of the NHCC and the promotion and enhancement of NHCC’s image are important to the NHCC and Department of Cultural Affairs.

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**Question 12:** *“Can the restaurant space be used as a bar for special events?”*

**Answer 12:** The lease includes the lease of 2 governmental liquor licenses, one of which allows alcohol sales at the leased premises.

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**Question 13:** *“Worth the NHCC consider buying new kitchen equipment to accommodate catering menu?”*

**Answer 13:** EXHIBIT B (page 17) of the draft lease specifies what kitchen appliances and equipment will be provided by NHCC. NHCC is in the process of having all kitchen equipment checked, serviced, and repaired as discussed during the February 6, 2026 tour of the premises. NHCC may choose to replace or remove certain existing equipment if it is deemed unrepairable. If certain equipment is removed, it will be reflected on EXHIBIT B when the lease is finalized. The Selected Lessee is allowed to bring in any additional equipment that it deems necessary for its operations and any such equipment shall remain the Lessee’s property.

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**Question 14:** *“If chosen for the contract, is there a rental discount rate for the spaces available at NHCC?”*

**Answer 14:** The NHCC has standard space rental rates for its various facilities. These rates include a space rental fee and often additional fees for event staffing, security, etcetera. The lease agreement proposed by the Lease Offering does not include a discount for these standard rental fees. However, from time to time the NHCC partners with certain groups for events that are related to NHCC’s mission. A discounted rental fee might be considered for mission-related events on a case-by-case basis.

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**Question 15:** *“If chosen for the contract would the NHCC revise the lease to say if we rented out the Plaza Mayor that we could use the liquor license designated to the lease agreement for large scale events?”*

**Answer 15:** Neither of the 2 governmental liquor licenses included with the Lease Offering currently include the Plaza Mayor for alcohol sales. Changing the permitted alcohol sales areas of either of the 2 existing governmental liquor licenses must be approved by the State of NM Alcoholic Beverage Control Division. The NHCC may consider applying for such a change in the future, but at this time it is not offered as part of the current Lease Offering.

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**Question 16:** *“Can you tell us how many events are currently scheduled for this year? Please provide a breakdown if you can. I am curious how many weddings are on the books at this time...?”*

**Answer 16:** It is estimated that there will be approximately 850 to 1,000 events of various sizes and types held at the NHCC in 2026. The NHCC is not able to provide the number of weddings at this time, however, if this information becomes available we will provide it as soon as possible.

It should be noted that not all of the various events held at NHCC involve food or alcohol. Also, some of the events that do include food and alcohol service take place in the NHCC’s History and Literary Arts building where another existing NHCC tenant holds the exclusive rights to serve food and alcohol at those premises.

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**Question 17:** *“Can you tell me the combined total amount of guests that the events for this year add up to be?”*

**Answer 17:** The total number of guests to the NHCC in fiscal year 2025 (July 1, 2024 through June 30, 2025) was 83,956. Fiscal year 2026 (July 1, 2025 through June 30, 2026) is not yet complete, but the number of guests is projected to be over 90,000.

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