

AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2022 by and between the COUNTY OF WASHOE, a political subdivision of the State of Nevada, on behalf of its Community Services Department (hereafter referred to as "County") and the WASHOE TENNIS CLUB, a Nevada non-profit corporation (hereafter referred to as "WTC"). County and WTC shall be hereinafter collectively referred to as the "Parties".

RECITALS

WHEREAS, County is the owner of certain real property, buildings, tennis courts, landscaping, facilities, irrigation and other improvements ("Improvements"), more commonly known as the Washoe Tennis Center, located at 2335 Moana Lane, Reno, Nevada 89509 and (hereafter referred to as the "Premises"); and

WHEREAS, WTC is willing to assist County in maintaining, repairing and replacing, the Improvements and otherwise improving the Premises; and

WHEREAS, WTC has in the past made significant contributions, both financially and through volunteer efforts, in maintaining, repairing and replacing Improvements on and to the Premises; and

WHEREAS, WTC will pay at least THREE THOUSAND DOLLARS (\$3,000.00) per year for the maintenance, repair, replacement and other general expenditures for Improvements on and for the Premises; and

WHEREAS, County and the general public will derive benefit from WTC's expenditures and maintenance of the Premises; and

WHEREAS, County is willing to allow WTC the use of the Premises on a limited priority basis for its tennis club socials, tournaments, and lessons (hereafter referred to as WTC Functions), and United States Tennis Association (USTA) or other league play (hereafter referred to as "League Play").

WHEREAS, County is willing to allow WTC the EXCLUSIVE right to collect a fee for play from non-members

NOW THEREFORE, for and in consideration of the mutual promises and covenants of County and WTC as set forth herein, and for other good and valuable consideration, County and WTC agree as follows:

1. WTC MAINTENANCE OF PREMISES. WTC shall assist in maintaining, repairing and replacing Improvements on and for the Premises and its overall operation to a level acceptable to County. WTC will continue to expend at a minimum \$3,000 to maintain, replace and repair Improvements, including, without limitation, all landscaping on the Premises all tennis nets, poles, fencing, court resurfacing and any other services and improvements necessary to ensure that the Premises are operated and maintained to a level acceptable to the County. WTC will be responsible for mowing the turf area, for cleaning the shower stalls, and for cleaning the restrooms beyond the service provided by County, as follows: County will clean the restrooms, excluding the shower stalls, two times weekly. County will supply all restroom paper supplies, pick up litter and empty all trash containers on each day the Premises is scheduled for service by County.

2. WTC USE OF PREMISES. WTC shall be entitled to utilize the Premises for its authorized WTC Functions and League Play, throughout the term of this Agreement. WTC shall notify County in writing, at least fifteen (15) days prior to any scheduled WTC Function. WTC

acknowledges that its use will be subject to County approval and prior reservations made by non-WTC members of the public.

WTC shall not be allowed to schedule use for more than five (5) courts for League Play during the adult season. All other Leagues shall schedule use of three (3) courts. League Play shall be scheduled for no more than three days in any one week beginning Monday and ending the following Sunday. WTC shall submit proposed League Play schedule for approval by County at any time WTC wishes to change the schedule. Once schedule is approved by County it will become part of the agreement as Attachment A. The scheduled days, times and courts for League Play shall be in accordance with this section.

3. PUBLIC USE OF PREMISES. In consideration of the contributions made by WTC, it will be entitled to a priority right to use the Premises for its WTC Functions and League Play. WTC shall allow for non-member access and use of the Premises for a fee for play to be collected by WTC. During Adult League Play scheduled in accordance with Section 2 of this Agreement, a minimum of one (1) tennis court shall remain open to non-WTC members of the public, unless County provides advance written approval of a contrary use. All other Leagues shall schedule three (3) courts.

4. WTC PROCEEDS ALLOCATED TO PREMISES. The parties hereto acknowledge that WTC will offer paid memberships, sponsor tennis functions and tournaments, and EXCLUSIVELY collect fee for play fees for non-members. WTC shall submit to County for approval a desired fee for play by December 1 for each year of the agreement. Approved fees will become effective January 1 of the subsequent calendar year. WTC agrees that the net profit derived from memberships, said functions and tournaments and fee for play fees collected from non-members shall be allocated to be utilized for future maintenance, repair, replacement and

improvement of the Premises and Improvements thereon. WTC guarantees that the money allocated for the Premises and Improvements shall not be less than THREE THOUSAND DOLLARS (\$3,000) per year. WTC shall have sole responsibility for administering and allocating all disbursements but must have the County's prior written approval for any improvement to the Premises costing more than \$1,000. The Director of County's Community Services Department or designee may, in their sole discretion, waive the foregoing requirement for any subsequent year of this Agreement, if the expenditures by WTC in the prior year(s) exceed the minimum requirement to the extent that the average expenditure per annum (including the year(s) subject to waiver) exceeds Three Thousand Dollars (\$3,000.00). WTC shall submit to County on an annual basis, a fiscal report on all allocations, including a breakdown of the fee for play collections utilized for maintenance, repair, replacement and improvement of the Premises.

5. TERM/RENEWAL. The term of this Agreement shall be for a period of three (3) years commencing on the date of its execution by the parties. If the County determines that WTC has faithfully and satisfactorily performed the terms and conditions contained herein and that renewal is in the best interest of County and the public, it shall reserve the option to renew with possible revisions any resultant agreement for a maximum of two, one-year annual renewals.

6. CONSTRUCTION IMPROVEMENTS. WTC shall be entitled to construct buildings, structures, facilities, additions, fixtures or other improvements on the Premises, provided the plans, designs and specifications and the location shall first have been approved, in writing, by the Director or his designee and reviewed and approved by the appropriate jurisdictional permitting agencies. In the event WTC is granted permission from the Director or his designee and permitting agency to construct buildings, facilities or other improvements on the Premises,

WTC shall bear sole responsibility for all costs, fees and expenses associated with design and construction and for obtaining all permits and licenses required for such construction. Contracts for construction shall be reviewed and approved by County and standard insurance requirements shall apply prior to construction. WTC shall keep the Premises free from any liens arising out of any work performed, or materials furnished, or obligations incurred by WTC. WTC shall hold County harmless from any expenses and shall remove any liens that may be filed as a result of work performed, materials furnished, obligations incurred or improvements made by or at the direction of WTC. WTC understands and agrees that all the structures, additions, landscaping, facilities, fixtures, if any, and improvements, made in or upon the Premises shall be County's property and shall remain upon the Premises at the termination of this Agreement by lapse of time or otherwise, without compensation to WTC.

7. REFUSE REMOVAL. County shall continue its current practice of removal of refuse, waste or rubbish accumulating on the Premises, and shall provide and maintain a disposal container system on the Premises. WTC shall clean the Premises and remove all refuse, trash, or rubbish to the trash containers after each WTC Function or League Play.

8. COOPERATION. County and WTC agree to develop and maintain a cooperative, working relationship in promoting the use of the Premises by the County, WTC, and the general public.

9. UTILITIES. County shall arrange and pay for the following public utilities; electric, water and waste disposal required for use of the Premises. If any additional utilities are desired, it will be the sole responsibility of WTC to install and pay for said utilities upon written approval by County.

10. INDEMNIFICATION AND HOLD HARMLESS. WTC agrees to indemnify, hold harmless and defend County, its officers, agents, and employees from and against any claim, suit, action or cause of action for injury, including death or property damage to any person, including WTC members or their invitees or from any claims for damages or injury suffered by WTC members or their invitees or the general public as a result of intentional or negligent acts of WTC, its members or invitees, or the condition of those parts of the Premises which have been installed, constructed, altered or maintained by WTC or its members or invitees acting as a representative of or on behalf of WTC.

11. INSURANCE. WTC shall, at its sole cost and expense, secure and maintain in full force and effect during the term of this Agreement, a policy or policies of comprehensive general liability insurance issued by an insurance carrier or carriers licensed to do business in the State of Nevada and approved by County's Risk Manager. Such policy shall insure against loss, damage, or liability for injury to or death of persons or their property occurring from any cause whatsoever in, upon, or about the Premises. Such liability insurance shall be in the sum of not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for injury or death in each occurrence. Each policy required to be maintained by WTC shall contain the following endorsements:

- a) This insurance policy will not be cancelled without thirty (30) days written notice to County.
- b) That County is not liable for the payment of any premiums or assessments on this policy.
- c) County will be named as additional insured.

d) WTC shall provide County with a certificate of insurance evidencing coverage and an original endorsement effecting coverage as required above.

e) WTC's insurance shall be primary as respects COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess of WTC's insurance and shall not contribute with in any way.

12. TAXES. County agrees to pay all lawful taxes, assessments, or charges which at any time may be levied by the Federal, State, County, City governments, or any tax or assessment levying body upon any interest in this Agreement except any sales or use taxes generated by WTC's operations. WTC shall have no ownership or possessor right to any of the Premises covered hereby or improvements to be made except for the limited priority use rights herein described and shall not be subject to any possessor tax. Although none are contemplated, should any additional taxes be added because of WTC use of Premises which WTC fails to pay or satisfy, County may cancel the Agreement upon notice as stated in Paragraph 15 of this Agreement.

13. ASSIGNMENTS AND SUBLEASES. WTC shall neither assign, sublease, nor otherwise convey any interest of any sort granted by this Agreement to any person or persons, entity or entities, whatsoever without written consent and approval of the conveying document by County. It is acknowledged that this requirement does not create an obligation on County to approve any such assignment, sublease or other conveyance.

14. TERMINATION. In the event either WTC or County breaches or otherwise defaults in the performance of any of the terms, covenants, or conditions of this Agreement, the non-breaching party shall be entitled to terminate this Agreement upon written notice to the party in breach or default describing both the nature of the alleged breach or default and date of termination. If the default is one capable of being cured, the defaulting party shall have thirty

(30) days from receipt of the notice of termination in which to cure the stated default provided, however, that an excessive number of breaches may constitute grounds for termination, whether cured or not.

It is acknowledged that the Premises is a public Premises and that, if WTC's use of the Premises unreasonably interferes with the public's right to use of the Premises, then this Agreement may be terminated.

With or without cause, County may terminate this Agreement and all rights granted hereby by giving ninety (90) days' written notice, unless there is an immediate danger to health and/ or safety, in which case termination may be immediate.

15. TENNIS PROFESSIONAL. WTC may hire a Tennis Professional to give its members lessons. Such Professional will contract with and be supervised by WTC. County shall be notified of name, address and phone number of Tennis Professional and of dates of clinics and customary days and time for lessons.

16. ENTIRE AGREEMENT. There are no agreements, warranties, or representations, express or implied, except those expressly set forth herein. All agreements, representations, and warranties contained in this Agreement shall apply as of the date of this Agreement. This Agreement may be modified in writing signed by both parties.

17. APPLICABLE LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada. Any action brought pursuant to this Agreement shall be brought in Washoe County.

18. NOTICES. All notices to be given with respect to this Agreement must be in writing. Each notice shall be sent by registered or certified mail, postage prepaid, and return receipt

Attachment A
Reno Tennis Club Agreement
2015
Attachment A

For the period of January 27, 2015 through December 31, 2015, Reno Tennis Club shall schedule League play in accordance with the agreement and shall be as follows:

*Thursday, 5 p.m. - 8 p.m.

*Saturday, 1 p.m. - 7 p.m.

*Sunday, 1 p.m. - 7 p.m.

During Adult Season (April, May, June) 5 courts may be used (Courts 1, 2, 3, 4, 5) leaving one court open.

During all other League play 3 courts may be used (Courts 1, 3, 4) leaving two courts open.