

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Agreement") is made and entered into this ____ day of ____, 2023, by and between Washoe County, a political subdivision of the State of Nevada, hereinafter called "Lessor" and Spanish Springs Cal Ripken, a Nevada non-profit corporation, hereinafter called "Lessee".

WITNESSETH:

WHEREAS, Lessor is the sole owner of Eagle Canyon Park Concession Building ("Building") described below, which Building is not currently needed for the public purposes of Washoe County, and Lessor by virtue of NRS 244.284 may enter into certain leases for civic and charitable purposes, without competitive bidding and without charging fair market value for rent; and

WHEREAS, Lessee, a Nevada non-profit corporation for public benefit, desires to use the Concession Building described below, which use Lessee agrees will be only for civic or charitable purposes; and

WHEREAS, the parties desire by this Agreement to define their respective rights, duties and liabilities relating to the Concession Building and Premises;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

**SECTION ONE
DESCRIPTION OF BUILDING**

Lessor hereby leases unto Lessee the concession area of that Building generally known and designated as the Eagle Canyon Park Concession Building located at 400 Eagle Canyon Drive, Sparks, NV 89436, together with the non-exclusive use of the common areas, entrances, parking lots and restrooms.

**SECTION TWO
TERM OF AGREEMENT**

The term of this Agreement shall be for sixty (60) month term commencing April 1, 2023, and will expire on March 31, 2028, unless extended or terminated upon mutual agreement of the parties as otherwise provided herein. Upon approval by Lessor, Lessee may renew this agreement for two (2) additional twelve-month terms, as provided in Section Four below.

**SECTION THREE
RENTAL**

Pursuant to NRS 244.284, as long as Lessee remains a qualified non-profit corporation in good standing actively engaged in civil or charitable work, Lessee may occupy said Concession Building for

the term of this Agreement. Lessee shall pay to Lessor a monthly amount of five percent (5%) of the gross sales revenue, as rent for the use of the facility. The five percent (5%) amount will be paid automatically, without offset or demand directly to Washoe County Community Services Department. Payments will be made at minimum twice annually (due November 10 and July 10)., To the following address:

Washoe County Community Services Department,
Attention: Director
1001 E 9th Street,
Reno, NV 89512

In the event Lessee has not paid the agreed upon sums within 15 calendar days after the due date, interest will incur at the rate of ten percent (10%) annum on any amounts due. In the event that Lessee refuses to comply, Lessor may require Lessee to vacate the premises and remove all personal property within 30 days of notice.

SECTION FOUR RENEWAL OPTION

So long as Lessee remains a non-profit corporation in good standing engaged in civil or charitable work, Lessee shall have two (2) successive options to renew this Agreement, each option shall be for a twelve (12) month term, under the terms and conditions of this Agreement. Said options shall be exercised automatically unless either party submits a written request to terminate this Agreement not less than thirty (30) days prior to the end of the then current term.

SECTION FIVE USE OF BUILDING

A. Lessee shall not use or permit said Building or any part thereof to be used for any purpose other than to conduct the necessary business of the Lessee as a non-profit corporation engaged in civil or charitable work involving concessions.

B. Lessee shall not conduct or at any time knowingly permit its employee, agent or visitor to conduct activity in the Building, which is unlawful, or in violation of any federal or state or county statute, code or regulation. Said Building shall not be used for storage, transfer, processing, release etc. of any toxic or hazardous materials.

C. During the term or renewal of this Agreement, Lessee shall have sole use of the Concession Area, with non-exclusive use of the restrooms, during Lessee's scheduled events, subject to Lessor's right to approve use of the Building by other individuals, organizations or by Lessor at any time with a two (2) week advance notice to Lessee. If the use by others conflicts with Lessee's scheduling, Lessee shall have the option to either share the Building with the other approved user or move Lessee's equipment and products into storage, at its sole expense, during such approved use by others. Such use and shared uses

shall be consistent with Lessor's Rules and Regulations of the Building, a copy of which is attached hereto and incorporated herein by this reference.

**SECTION SIX
ALTERATIONS AND IMPROVEMENTS**

A. The parties hereby acknowledge that the Building is in good condition and is architecturally acceptable to Lessee and shall not be altered, repaired or changed except as herein provided. Prior to commencement of any alteration or improvement, Lessee shall prepare plans and specifications of such work and submit to Lessor for its consideration.

B. Lessee agrees that it shall not paint, erect partitions, install or change any doors or windows, or place any nails, screws or other implements or fasteners into the woodwork or walls other than for decorative purposes, without the prior written consent of the Lessor.

C. The parties agree that all the erections, additions, fixtures and improvements, excepting only decorative items and movable equipment, made in or upon said Building shall be Lessor's property and shall remain upon the Building at the termination of this Agreement by lapse of time or otherwise, without compensation to Lessee.

D. The parties agree that all equipment purchased and installed by Lessee, which is not affixed to the Building, shall remain the property of and the sole responsibility of Lessee and all replacement, repairs and maintenance of said equipment is the sole responsibility of Lessee, unless said damage was caused by Lessor's negligence.

E. The erection, construction, installation or making of any approved improvements shall be accomplished and completed in a workmanlike manner and in compliance with all applicable state and municipal laws and regulations and will be accomplished under the direction of licensed contractors. Lessee shall keep the Building free from any liens arising out of any work performed, or materials furnished, or obligations incurred by Lessee.

**SECTION SEVEN
LESSOR IMPROVEMENTS**

A. Lessor reserves the right from time to time and at its own expense to make such improvements, alterations, renovations, changes; and repairs in and about the Building as Lessor shall deem necessary or desirable, provided Lessor gives Lessee, prior to entering the Building, a minimum 48 hours' notice of its intent to do so. Except where such improvements, alterations, changes and repairs unreasonably disrupt Lessee's use and peaceful enjoyment of the Building, Lessee shall make no claim against Lessor for abatement of rent for interference with Lessee's leasehold interest or for loss or damage to its business during such improvements, alterations, changes and repairs.

B. Lessor shall make all improvements in a safe, workmanlike manner so as not to prove hazardous to Lessee and/or the public.

C. Lessor makes no warranty regarding the fitness or condition of the Building, except as expressly provided herein.

SECTION EIGHT

UTILITIES, JANITORIAL, TELEPHONE AND SERVICES

A. Lessor shall supply electricity and water to the Building. Lessor, through its Community Services Department, according to its sole discretion shall establish the hours and days of operation of the Building. In this connection, it is mutually understood and agreed that Lessor shall not be liable for damages, by abatement of rent or otherwise, for failure to furnish or delay in furnishing such utilities when occasioned by strikes, lockouts, labor controversies, accident or casualty, or any cause beyond the reasonable control of Lessor.

B. Lessee shall be responsible for securing the restrooms and the Building on the days that are scheduled to be used by Lessee.

C. Lessor shall provide morning janitorial services to the restrooms daily, seven days per week, during the days that the Building is in service. Lessee shall provide additional janitorial services to the restrooms on the days that the Building is scheduled to be used by Lessee.

D. Lessor shall schedule the water service and trash for the Building and will provide Lessee with the dates of commencement and shut off of such services.

E. Lessee will be responsible for the installation and payment of any telephone service, including fax and computer lines, as required by Lessee.

F. Lessee shall be provided keys to the concession and restroom doors of the Building. Upon termination of this Agreement, Lessee shall return all keys to Lessor.

SECTION NINE

MAINTENANCE, REPAIRS AND INSPECTIONS

A. Except as otherwise provided in this Agreement, Lessor shall be responsible for maintenance and repair of the Building at its sole expense. Lessee agrees that all damage to the Building caused by Lessee or any person who may be in or upon the Building with the consent of Lessee, or because of Lessee's presence, shall be the full responsibility of Lessee.

B. The parties agree that all equipment purchased and installed by Lessee, which is not affixed to the Building, shall remain the property of and the sole responsibility of Lessee and all replacement, repairs and maintenance of said equipment is the sole responsibility of Lessee, unless said damage was

caused by Lessor's negligence. Prior to occupancy by Lessee, it shall furnish an inventory list of any and all equipment that will be removed upon vacating the Building.

C. Lessee shall permit Lessor or its authorized agents to enter into the Building at all reasonable times for the purpose of inspecting the same or for the purpose of making repairs or maintaining the Building. Lessee shall not change the locks without prior consent by Lessor.

SECTION TEN

SIGNS

Lessee agrees that no sign or advertisement shall be painted or affixed to any part of the outside or inside of the Building without written consent of Lessor.

SECTION ELEVEN

WAIVER

Any failure on the part of either party to take action against the other for any breach of covenant herein shall not be construed to constitute a waiver of any other or subsequent breach.

SECTION TWELVE

CONDEMNATION

In the event that any part of the Building hereby demised shall be condemned or taken by any county, federal, state or other authority for any purpose, then the term of this Agreement shall cease on the part so taken from the day the possession of that part is required for any public purpose. Thereafter, the Lessee or the Lessor shall have the right to either cancel this Agreement or to continue in the possession of the remainder of the same under the terms herein provided, except that the area of occupancy shall be reduced in proportion to the area of that portion of the Building taken for such public purpose. All damages awarded for the taking of the Building for any public purpose shall belong to and be the property of the party suffering such damage whether such damage be awarded as compensation for diminution in value to the leasehold or to the fee of the Building herein leased.

SECTION THIRTEEN

INDEMNIFICATION

A. Lessee shall hold harmless, indemnify and defend Lessor, its officers, agents and employees from any loss or liability, financial or otherwise resulting from any claim, demand, suit, action or other cause of action based on bodily injury, death or property damage to any person, including Lessee's employees and agents, caused by any action, either direct or passive, or the omission, failure to act or negligence on the part of the Lessee, its employees, agents or representatives, and any action arising out of the use of the building pursuant to this Agreement.

B. In the event any legal action is brought against Lessor, its officers, agents, employees or

volunteers, as a result of Lessee's negligence, Lessee shall reimburse Lessor for costs and attorney's fees incurred by Lessor.

SECTION FOURTEEN INSURANCE

A. Lessor, at its sole cost and expense, shall:

1) Secure and maintain fire and extended insurance for the Premises in an amount and coverage determined by Lessor during the term or any extended term of this Agreement.

2) Lessor may fund any such coverage and related financial obligations through a program of self-funding administered by its Risk Management Division. Any and all claims related to the use of the Building by Lessee shall be forwarded to Lessor in a timely manner.

3) Lessor hereby expressly waives and releases any cause of action or right of recovery which Lessor may have hereafter against the Lessee for any loss or damage to the Building, or to the contents thereof belonging to either, caused by fire, explosion, or any other risk covered by insurance; and

B. Lessee, at its sole cost and expense, shall:

1) Maintain fire insurance on all contents owned by Lessee located at the Building.

2) Secure and maintain comprehensive or commercial general liability insurance coverage (occurrence form). Coverage limits shall be not less than \$1,000,000 per occurrence and at least \$2,000,000 annual aggregate during the term of this Agreement. The policy shall be endorsed to add Washoe County as a Named Insured.

3) Lessee hereby expressly waives and releases any cause of action or right of recovery which Lessee may have hereafter against the Lessor for any loss or damage to the Building, or to the contents thereof belonging to either, caused by fire, explosion, or any other risk covered by Lessee's insurance, and

4) Lessee shall obtain a waiver from any insurance carrier with which Lessee carries fire, explosion or any other risk coverage insuring the Building or the contents thereof releasing its subrogation rights against Lessor.

5) In the event Lessee's occupancy causes any increase of premium for Lessor's insurance on the Building, or any parts thereof, Lessor shall notify Lessee in writing of such increase. Lessee shall have fifteen (15) days after receipt of written notification from Lessor of such increase to correct or mitigate, if applicable, said circumstances that resulted in the need for a premium increase. If Lessee is unable to mitigate or correct said hazardous occupancy, where applicable, Lessee shall upon written agreement pay the increased premium or terminate said Agreement.

**SECTION FIFTEEN
HAZARDOUS SUBSTANCES**

A. Lessee shall not cause or permit any hazardous substances to be used, released, stored, manufactured or disposed in or upon the Building except in the minimum quantities as are customary and usual in connection with Lessee's permitted use. If the Building becomes contaminated as a result of a violation by Lessee of this Section Fifteen, for which Lessee is legally liable, Lessee shall indemnify, defend and hold Lessor harmless from all related claims, judgments, penalties, costs or losses, including all expenses incurred for investigation, removal, remediation and restoration mandated by federal, state and local governments, together with Lessor's attorney's fees.

B. If hazardous substances have been used, released, stored, manufactured or disposed in or upon the Building or connected areas outside the Building, or if the Building or connected areas outside the Building, are or become contaminated in any manner, for which Lessor is legally liable, Lessor shall indemnify, defend and hold Lessee harmless from all related claims, judgments, penalties, costs or losses, including all expenses incurred for investigation, removal, remediation and restoration mandated by federal, state and local governments, together with Lessee's attorney fees.

C. Hazardous substances mean all toxic, ignitable, reactive and corrosive substances regulated by federal, state or local governments.

**SECTION SIXTEEN
QUIET ENJOYMENT**

Lessee, while in compliance with the terms and covenants herein, is entitled to the quiet enjoyment of the Building for the term hereby created, subject to the provisions of Section Five of this Agreement.

**SECTION SEVENTEEN
NOTICES**

All notices and demands which may be required to be served upon the respective parties to this Agreement shall be in writing and may be served either personally or by certified mail, postage prepaid, addressed to Lessee at: Spanish Springs Cal Ripken Baseball, Attn: President, 9732 Pyramid Way PMB 357, Sparks, NV 89441 and upon Lessor to: Washoe County Community Services Department Attention: Director, 1001 E 9th Street, Reno, NV 89512 or at such other address as the parties may designate and serve upon the other. Any service by mail shall be deemed served upon deposit with the United States Post Office.

**SECTION EIGHTEEN
COSTS AND ATTORNEY'S FEES**

Should either party hereto institute any action or proceeding of any kind to enforce or interpret

any provision hereof or for damages by reason of an alleged breach of any provision of this Agreement, neither party shall be entitled to recover any amount as a reasonable attorney fee for any reason, even if said party is deemed to be the prevailing party in such action or proceeding. Costs of suit may be awarded as allowed by law. Lessor does not waive and intends to assert any and all applicable NRS Chapter 41 liability limitations.

**SECTION NINETEEN
CHOICE OF LAW; VENUE**

This Agreement shall be construed in accordance with and be governed by the laws of the State of Nevada. All parties hereto consent to the personal jurisdiction of the state court located in Washoe County, Nevada, and to the service of process by any means authorized by such state court or under the laws of the State of Nevada. The exclusive venue of any action, proceeding or counterclaim arising out of or in connection with this Agreement shall be Washoe County, Nevada.

**SECTION TWENTY
RULES AND REGULATIONS**

The Rules and Regulations of the Building set forth as Exhibit A, which may be amended from time to time, are expressly made part of this Agreement and the Lessee agrees to perform them insofar as said rules and regulations are not inconsistent with the terms of this Agreement.

**SECTION TWENTY-ONE
TERMINATION**

- A. Upon termination of this Agreement, Lessee shall quit the Building peaceably, with no damage to the Building, normal wear and tear accepted.
- B. It is understood and agreed that either party may cancel this Agreement with or without cause upon providing ninety (90) days written notice to the other party or as specifically defined below.
- C. This Agreement may be terminated by either party in the event the other party breaches any of the provisions herein or defaults on its obligations. A default will also occur in the event either party either voluntarily petitions or is involuntarily placed in bankruptcy or assigns or attempts to assign a substantial amount of his assets for the benefit of creditors.

**SECTION TWENTY-TWO
FUNDING OUT CLAUSE**

Pursuant to NRS 244.320, in the event Lessor fails to appropriate budget funds specifically for the purpose of maintaining said Building, in any subsequent fiscal year after the effective date of the Agreement, Lessee hereby agrees to cancel this Agreement and hold Lessor harmless from any penalty, charge or sanction. Lessor agrees to provide written notice to Lessee of this eventuality, should it occur.

SECTION TWENTY- THREE

LESSEE'S REPRESENTATIVES AND AUTHORITY

Lessee represents and warrants that the signature block below for Lessee accurately describes Lessee's current ownership, partnership , agencies or representatives and capacities, that each such entity, including Lessee, has by proper action pursuant to each entity's respective formation documents duly authorized the execution of this Agreement or duly delegated such authority to a lawful representative, and that there exists no contractual or legal impediments to the execution and performance required hereunder by Lessee.

SECTION TWENTY-FOUR

DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

Lessee certifies to the best of its knowledge and belief that it and its principals and agents:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

B. Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted for or otherwise criminally or civilly charged by a Government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1) (B) of this certification; and

D. Have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default. Lessee understands that a false statement on this certification may be ground for rejection of this Agreement. In addition, under 18 SUC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

SECTION TWENTY-FIVE

EFFECT OF AGREEMENT

A. This Agreement constitutes the entire contact between the parties and no obligation other than that set forth herein will be recognized unless endorsed hereto in writing.

B. Each of the covenants, warranties, and agreements herein contained are binding on the parties hereto, their successors, assigns and legal representatives. In the event of any breach of these covenants,

COUNTY OF _____)

On this ____ day of _____, 20__ before me a Notary Public in and for the County of Washoe, State of Nevada, personally appeared _____, known to me to be the person described in and who executed the foregoing instrument, and who acknowledged to me that it/he/she executed the same _____ freely and voluntarily and for the uses and purposes therein mentioned.

Notary Public

STATE OF _____)

:

COUNTY OF _____)

On this ____ day of _____, 20__ before me a Notary Public in and for the County of Washoe, State of Nevada, personally appeared _____, known to me to be the person described in and who executed the foregoing instrument, and who acknowledged to me that it/he/she executed the same _____ freely and voluntarily and for the uses and purposes therein mentioned.

Notary Public

EXHIBIT A

Rules and Regulations of the Building

1. Lessee, its agents or employees shall not in any way obstruct the sidewalks, entry passages, corridors, halls, or use the same in any other way than as a means of passage to and from their respective offices, not permit anything to be done in the Building, nor bring nor keep anything therein, which will in any way increase or tend to increase the rate of fire insurance, or which will obstruct or interfere with the rights of other tenants, or in any way injure or annoy them, or which shall conflict with the regulations of the Fire Department or the fire laws or with any insurance policy on the Building or any part thereof, or with rules or ordinances established by the District Board of Health; and they shall not make or permit any improper noises in the Building, nor throw substances of any kind out of the windows or doors, or in the halls or passageways, nor sit on nor place anything upon the window sills, nor bring into nor keep within the Building any animal, bicycle, or motorcycle; and Lessee agrees that it will pay any damages that Lessors may suffer by a violation of this clause by Lessee, its agents, employees or invitees.

2. The sash doors, sashes, windows, glass doors, partitions, lights and skylights that reflect or admit light into the halls or other places of the Building, shall not be covered or obstructed. In this connection, no drape or other type window covering be utilized without prior approval of Lessor.

3. The water closets and urinals shall not be used for any purposes other than for which they were constructed and no plaster of Paris, sweepings, rubbish, ashes, newspaper or other substances of any kind shall be thrown into them. Waste and excessive use of water or heat will not be allowed.

4. No sign, advertisement or notice shall be inscribed, painted, or affixed on any part of the outside or inside of said Building without the written consent of Lessor, and if such consent shall be given by Lessor, any such sign, advertisement or notice shall be inscribed, painted or affixed by Lessor, but the cost of any painting, inscribing, of affixing shall be charged to and paid by Lessee.

5. When electric wiring of any kind is introduced it must be connected as directed by Lessor and no boring or cutting of walls, woodwork or wires shall be done without the consent of Lessor. The location of telephones, telegraph instruments, electric appliances, call boxes, shall be prescribed by Lessor.

6. Lessor shall have the right to prescribe the weight, size and position of all safes and other property brought into the Building and also the times and manner of moving the same in and out of the Building and all such moving must be done under the supervision of Lessor. Lessor will not be responsible for loss of damage to any such safe or property from any cause but all damage done to the Building by moving or maintaining any such safe or property shall be repaired at expense to Lessee. At Lessor's election all safes shall stand on timbers of such size and shall be designated by Lessor.

7. Lessee must observe strict care not to leave the Building exposed to the elements and for any

default or carelessness in this respect Lessee shall make good all injuries or damages sustained by other tenants in the Building and by Lessor.

8. All glass, locks and trimmings in or upon the doors and windows belonging to the Building, shall be kept whole and whenever any part thereof shall be broken, the same shall immediately be replaced or repaired and put in order under the direction and to the satisfaction of Lessor and shall be left whole or in good repair, together with the same number and kind of keys as may be received by Lessee on entering upon possession and of any part of said Building, or during tenancy.

9. The Building leased shall not be used for lodging or sleeping purposes.

10. The Lessee may purchase equipment for the Building. The equipment shall be maintained, replaced, repaired and used solely by Lessee unless otherwise agreed to.

11. Lessee agrees this Building may be used by others as approved by Lessor, either in conjunction with Lessee or separately. Lessor will attempt to coordinate an understanding between the users of the Building regarding the use, care and responsibility of the equipment and the Building. Lessee further agrees that sales of tobacco or alcoholic beverages are strictly prohibited.

12. Lessee shall not enter into any agreement with any individual or organization for the use of any portion of the Building. All parties requesting use of the Building are required to contact Lessor for prior written approval.