

LEASE AGREEMENT

**Portion of North Las Vegas City Hall
NEVADA SYSTEM OF HIGHER EDUCATION,
BOARD OF REGENTS, on behalf of the
UNIVERSITY OF NEVADA, LAS VEGAS**

THIS LEASE AGREEMENT (“Lease”) is dated as of the date of City Council Action on the signature page hereto (the “Effective Date”) and is made and entered into by and between the CITY OF NORTH LAS VEGAS, a municipal corporation and political subdivision of the State of Nevada (“Lessor”) and NEVADA SYSTEM OF HIGHER EDUCATION, BOARD OF REGENTS, on behalf of the UNIVERSITY OF NEVADA, LAS VEGAS (“Lessee”). Lessor and Lessee are sometimes referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

- A. Lessor is the owner of real property known as the North Las Vegas City Hall, located at 2250 Las Vegas Blvd N., in the City of North Las Vegas, Nevada (“City Hall”).
- B. Lessee desires to lease office space in City Hall to operate a satellite office of the UNLV Small Business Development Center (“UNLV SBDC”) to promote entrepreneurship, small business growth, the southern Nevada economy and economic recovery from the negative economic effects resulting from the COVID-19 pandemic by providing guidance to small business owners through advisory sessions, workshops, and facilitating connections to resources (the “Mission”).
- C. Lessor desires to lease office space in City Hall to Lessee in the furtherance of the Mission as the provision of such services is in the public interest and provides a benefit to Lessor and its residents;
- D. Pursuant to Nevada Revised Statutes (“NRS”) 268.064, the City may lease a portion of a City-owned building without offering the property to the public and for less than the fair market value of the building space provided that the space is less than 25,000 square feet and provided that the City adopts a resolution that such lease is in the best interest of the City.
- E. The Parties therefore desire to enter into this Lease subject to the terms and conditions stated herein.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Lease, the Parties agree as follows:

1. DESCRIPTION OF PREMISES.

1.1 Lessor leases to Lessee and Lessee leases from Lessor approximately four hundred fifty-five square feet of office space located on the first floor of City Hall, 2250 Las Vegas Blvd. N, North Las Vegas, Nevada 89030, as depicted on the attached Exhibit A, incorporated herein by reference (the "Premises"), as well as shared use of common space on the first floor of City Hall such as hallways, bathrooms, conference/meeting rooms (subject to availability), and break rooms.

1.2 Lessor has provided the furniture for the public counter space, matching the existing public counter spaces in the space. Lessee is under no obligation to repair or replace such furniture, which shall be maintained by Lessor in good condition, reasonable wear and tear excepted. Lessor shall retain ownership of furniture, furnishings, and fixtures. Lessee shall provide and maintain any other furniture and any equipment necessary for Lessee's use of the Premises, including all furniture and equipment required by Lessee for the office space.

1.3 Lessee shall be allowed to book conference room space at City Hall, when available, on a first-come-first-served basis.

1.4 Lessor shall provide signage at Lessee's counter and as needed within City Hall to direct customers to Lessee's Premises. All signage shall be provided using Lessor's contractor and all expenses shall be paid by Lessee.

2. TERM.

The initial term of this Lease is three (3) years, beginning on the Effective Date and terminating on the third anniversary of the Effective Date at 12:01 a.m. midnight (the "Initial Term").

3. EXTENSION TERMS.

This Lease may be extended for two (2) additional one-year periods (each, an "Extension Term") upon mutual agreement by Lessor and Lessee. The Initial Term and any approved Extension Terms are collectively referred to herein as the "Term". In the event that Lessee desires to extend the Term of this Lease, Lessee shall provide written notice to Lessor not less than ninety (90) days prior to the expiration of the Initial Term or the then-current Extension Term. In no event shall this Lease be extended beyond five (5) years including all Extension Terms pursuant to NRS 268.064(3).

4. RENT.

4.1 Minimum Rent. Provided that Lessee continuously pursues its Mission for the benefit of the public, Lessor agrees not to charge any Minimum Rent for use of the Premises during the Term. Notwithstanding the foregoing, Lessee shall be responsible for any and all costs related to its use of the Premises. Should Lessee be required to reimburse Lessor for any such costs or expenses, Lessee shall pay the full amount

invoiced by Lessor within thirty (30) days of the invoice at the address set forth herein or, upon written notice from Lessor, to Lessor's assignee or such other place as Lessor may from time-to-time designate in writing to Lessee, without prior demand, deduction, or set off, as set forth in this Section.

4.2 Additional Rent. All monetary obligations of Lessee under this Lease that are in addition to Minimum Rent, including but not limited to any amounts incurred and/or expended by Lessor to cure a breach of Lessee hereunder, shall be deemed "Additional Rent." Minimum Rent and Additional Rent are sometimes collectively referred to herein as "Rent."

4.3 Manner of Payment. Rent required to be paid pursuant to the provisions of this Lease shall be paid in lawful currency of the United States of America.

5. **USE OF PREMISES.**

5.1 The Premises are to be used for the purposes of providing services to the general public by Lessee consistent with the Mission and for related public purposes. Lessee shall restrict its use to such purposes and shall not use or permit the use of the Premises for any other purpose without the prior written consent of Lessor.

5.2 Lessee agrees to cooperate in good faith with Lessor to address any customer or complaints from the public with respect to Lessee's use of the Premises.

5.3 Lessee shall comply with all City rules, regulations and policies currently in effect or which the City may hereafter adopt for the safety, care and orderly operation of the Premises and for the benefit and comfort of other occupants of the Premises.

6. **HOURS; ACCESS.**

The Premises may be open to the public, at the discretion of Lessee, during any time in which City Hall is open to the public (excluding any time in which access is granted only to City Council Chambers or another designated area for the purpose of a public meeting). City Hall is currently open to the public Monday through Thursday from 8:00 a.m. to 5:45 p.m., excluding federal and state holidays and dates when such holidays are observed by the City; however, such days and hours are subject to change at the discretion of the Lessor, with reasonable notice.

7. **RESTRICTIONS ON USE.**

Lessee shall not use the Premises in any manner that will increase risks covered by Lessor's insurance on the Premises and which may result in an increase in the rate of insurance or a cancellation of any insurance policy, even if such use may be in furtherance of Lessee's permitted purposes. Lessee shall not keep, use, or sell anything prohibited by any policy of fire insurance covering the Premises, and shall comply with all requirements of the insurers applicable to City Hall and the Premises necessary to keep in force the fire and liability insurance.

8. UTILITIES AND MAINTENANCE.

Lessor shall provide and pay for all dry utilities (i.e., electricity, gas, local telephone service, and solid waste removal) for the Premises, including heated and cooled central air but excluding long-distance telephone service, internet access, and all IT connections, which shall be Lessee's sole responsibility. Additionally, Lessor shall provide and pay for building security, maintenance, and janitorial services, consistent with normal office use, provided that Lessee shall not bring or leave any hazardous or noxious materials onto or within the Premises, and further provided that Lessee shall be responsible for removing and disposing of any excessive waste or abnormally large items. Additionally, Lessee shall have access to public restroom facilities within City Hall. Notwithstanding the foregoing, Lessor shall not be responsible for any loss of Lessee's or Lessee's employees' personal property from the Premises or City Hall and Lessee assumes all risk and responsibility for such personal property.

9. ALTERATIONS.

Lessee shall not make any alterations to the Premises without first obtaining Lessor's prior written consent, which may be withheld for any reason in the full discretion of Lessor. Alterations made to the Premises to accommodate Lessee's use shall be paid for in advance by Lessee at Lessee's sole cost. Tenant shall keep the Premises and City Hall free and clear of all mechanic's liens and materialmen's liens. Any alterations shall become a part of the building and belong to the Lessor, subject however, to Lessor's right to require removal and restoration as provided in Section 11 of this Lease.

10. DELIVERY, ACCEPTANCE, AND SURRENDER OF PREMISES.

10.1 Lessor shall deliver possession of the Premises in a condition fit for use by Lessee. Lessee's use of the Premises by Lessee shall be evidence of Lessee's acceptance of the Premises and that the Premises are in a good state of repair and in sanitary condition.

10.2 Lessee shall surrender the Premises, at the end of the Initial Term or any Extension Term, in the same condition as when Lessee took possession, allowing for reasonable use and wear. Before surrender, Lessee shall remove all furniture, equipment, and removable fixtures placed in the Premises by Lessee and restore the Premises to the condition as when received, allowing for reasonable use and wear.

11. ENTRY ON PREMISES BY LESSOR.

Lessor reserves the right to enter the Premises at reasonable times for inspection and to perform required maintenance and repairs, or to make additions, alterations, or modifications to any part of the building in which the Premises are located, and Lessee shall permit Lessor to do so unimpeded. Lessor may erect scaffolding, fences, and similar structures, post relevant notices, and place moveable equipment in connection with making alterations, additions, or repairs, all without incurring liability to Lessee for disturbance of quiet enjoyment of the Premises, or loss of occupancy of the Premises.

12. **PARKING**

All employee parking areas located near the building are available to Lessee on a first come first served basis, provided that Lessee's employees and staff shall park only in spaces available for City Hall staff (unassigned) and not in any designated visitor/customer parking spaces.

13. **INSURANCE.**

13.1 Lessee shall, at its expense, carry and maintain insurance policies in a company or companies satisfactory to Lessor of the following types and of not less than the following amounts:

(a) Statutory Workers' Compensation Insurance, including Employers' Liability Insurance with limits of One Million Dollars (\$1,000,000) per accident, covering all of Lessee's personnel performing work upon the property of Lessor, and a waiver of subrogation against Lessor.

(b) Comprehensive General Liability Insurance covering all operations (including products and completed operations, personal and advertising injury and fire damage) covering all vehicles and equipment used in the performance of any work on the property of Lessor (whether owned, rented or borrowed) with combined limits of One Million Dollars (\$1,000,000) for bodily injury, including death, and property damage as to any one occurrence or as to any one claim.

(c) Automobile Liability Insurance. During the term of the Lease, Lessee shall, at its sole cost and expense, obtain and keep in full force and effect automobile liability insurance in the amount of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Lease. This policy will name the Lessor as an additional insured and have an endorsement to provide a waiver of subrogation against the Lessor.

13.2 The Comprehensive General Liability Policy shall name Lessor as additional insured with respect to any entry onto the Premises under this Lease, but only to the extent of indemnities assumed by, or obligations of, Lessee hereunder. Such policy shall include contractual liability coverage for the indemnity provisions contained in Section 14.2, shall contain a broad form property damage endorsement and the coverage of such policy shall be primary without regard to any insurance carried and maintained by Lessor, but only to the extent of indemnities assumed by Lessee hereunder.

13.3 Prior to entry upon the Premises, Lessee shall furnish Lessor with Certificates of Insurance evidencing the above coverages and endorsements and containing the following statement:

Should any of the above coverages be cancelled before their expiration date therein, notice will be delivered in accordance with the provision of the forms.

13.4 Lessee further agrees to provide Lessor with any special insurances and additional coverages or limits which Lessor may by notice to Lessee reasonably require; provided that such special or additional coverages are available to Lessee upon commercially reasonable terms.

13.5 Lessee shall cause each contractor and subcontractor to carry insurance equivalent to subparagraphs (a) and (b) above covering such contractor's or subcontractor's work. Further, each contractor and subcontractor shall furnish to Lessor, via Lessee, the certificates of insurance and endorsements described hereinabove.

13.6 The consent of Lessor to the insurance and limits insured as shown in this Section shall not be considered as a limitation of Lessee's liability under this Lease nor an agreement by Lessor to assume liability in excess of said amounts or for risks not insured against.

14. INDEMNIFICATION

14.1 Up to the limitation of law, including, but not limited to, NRS Chapter 41 liability, each Party shall be responsible for all liability, claims, actions, damages, losses, and expenses, caused by the negligence, errors, omissions, recklessness or intentional misconduct of its own officers and employees. The Parties do not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Lease liability of both Parties shall not be subject to punitive damages.

14.2 Without limiting the generality of the foregoing, Lessee hereby agrees to assume liability for and, to the maximum extent and duration permissible by law, to protect, indemnify and save and hold Lessor, its councilmembers, officers, employees, agents, and volunteers harmless from and against any and all liability, claims, demands, losses, fines, expenses or causes of action of any kind to the extent arising out of the acts or omissions of Lessee or its employees, agents or contractors or subcontractors while on the Premises, including, without limitation (i) loss of or damage to the Premises or other property of Lessor; (ii) loss of or damage to third party property, (iii) loss attributable to bodily or personal injury, disease or death suffered by representatives, employees or agents of Licensor or its contractors and their subcontractors; and (iv) damage or harm to the environment. Lessee's obligations under this Section 14 shall survive the expiration or termination of this Lease.

15. DEFAULT AND REMEDIES

15.1 Lessee Default; Termination. If Lessee defaults in any obligation under this Lease and fails to cure the default within fifteen (15) calendar days after Lessor delivers a notice of default to Lessee, Lessor may terminate this Lease; provided, however, that if such default cannot reasonably be cured within fifteen (15) calendar days, Lessee shall have sufficient time to cure the default, if such cure is commenced within the fifteen (15) day-period, diligently prosecuted, and promptly completed.

15.2 Lessor Default. If Lessor defaults in any obligation under this Lease and fails to cure the default within thirty (30) days after Lessee delivers a notice of default to Lessor,

Lessee may terminate this Lease upon an additional fifteen (15) days' written notice; provided, however, that if the default cannot reasonably be cured within thirty (30) days, Lessor shall have sufficient time to cure the default, if such cure is commenced within the thirty (30) day period, diligently prosecuted, and promptly completed .

16. TERMINATION.

Notwithstanding any other provision of this Lease, this Lease may be terminated by either Party without penalty, upon giving a written notice of the intent to terminate ninety (90) days prior to the date of the intended termination. Written notice will be sent by registered or certified mail, return receipt requested, to the Party's address specified in this Lease.

17. REMEDIES CUMULATIVE.

The various rights, options, elections, and remedies of the Parties contained in this Lease shall be cumulative and no one of them shall be construed as exclusive of any other, or of any right, priority or remedy allowed or provided by law or in equity.

18. ASSIGNMENT; SUBLEASES.

This Lease is not assignable by either Party. Lessee shall not sublet any portion of the Premises without Lessor's prior written consent.

19. GOVERNING LAW; JURISDICTION; WAIVER OF JURY TRIAL.

19.1 This Lease shall be governed by and construed and interpreted in accordance with the substantive and procedural laws of the State of Nevada, without giving effect to its choice or conflicts of law provisions.

19.2 All actions shall be initiated in the courts of Clark County, Nevada or the federal district court with jurisdiction over Clark County, Nevada. Lessee agrees that it shall not initiate an action against Lessor or the City in any other jurisdiction. Lessee irrevocably agrees to submit to the exclusive jurisdiction of the courts located in Clark County, Nevada over any dispute or matter arising under or in connection with this Lease.

19.3 Waiver of Trial by Jury. LANDLORD AND TENANT DESIRE AND INTEND THAT ANY DISPUTES ARISING BETWEEN THEM WITH RESPECT TO OR IN CONNECTION WITH THIS LEASE BE SUBJECT TO EXPEDITIOUS RESOLUTION IN A COURT TRIAL WITHOUT A JURY. THEREFORE, TO THE MAXIMUM EXTENT PERMITTED BY LAW, LANDLORD AND TENANT EACH HEREBY WAIVE THE RIGHT TO TRIAL BY JURY OF ANY CAUSE OF ACTION, CLAIM, COUNTERCLAIM OR CROSS-COMPLAINT IN ANY ACTION, PROCEEDING OR OTHER HEARING BROUGHT BY EITHER LANDLORD AGAINST TENANT OR TENANT AGAINST LANDLORD ON ANY MATTER WHATSOEVER ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, TENANT'S USE OR OCCUPANCY OF THE PREMISES OR ANY CLAIM OF INJURY OR DAMAGE, OR THE ENFORCEMENT OF ANY REMEDY UNDER ANY LAW, STATUTE,

OR REGULATION, EMERGENCY OR OTHERWISE, NOW OR HEREAFTER IN EFFECT.

LESSEE INITIALS

LESSOR INITIALS

20. NOTICES.

Any notices required or appropriate under this Lease shall be in writing and, with the exception of termination notice pursuant to Section 16, shall be deemed to have been given when received or refused by the Party to whom it is directed by personal service, hand delivery, or the United States mail at the following addresses:

CITY/LESSOR:

City of North Las Vegas
Attn: Richard Easter
Grants Development and Administration
2250 Las Vegas Blvd., N., Ste. 900
North Las Vegas, NV 89030

UNLV/LESSEE:

21. ENTIRE AGREEMENT.

This Lease shall constitute the entire agreement between the Parties. Any prior understanding or representation of any kind preceding the date of this Lease shall not be binding upon either Party except to the extent incorporated in this Lease.

22. MODIFICATION.

Any modification of this Lease or additional obligations assumed by either Party in connection with this Lease shall be binding only if approved by both Parties and evidenced by a written addendum hereto.

23. NO THIRD-PARTY BENEFICIARIES.

This Lease is intended only to benefit the Parties hereto, their permitted successors and assigns, and indemnitees. This Lease shall not be deemed to be for the benefit of any entity or person that is not a Party hereto, is not a Party's permitted successor or assign, or is not an indemnitee. This Lease does not create any rights, benefits, or causes of action for any other person, entity, or member of the general public.

24. TIME OF ESSENCE.

Time is of the essence as to each and every provision of this Lease.

25. SAFETY REQUIREMENTS.

Lessee, while at or on the Premises or anywhere within City Hall, shall: (1) make itself aware of and adhere to, and cause each employee, agent, and contractor to be aware of and adhere to, all Lessor work site safety regulations, including without limitation environmental protection, loss control, safety, and security; and (2) comply with, and cause each employee, agent, and contractor to comply with all requirements in Exhibit B.

[Signature page follows]

IN WITNESS WHEREOF, the Parties hereto have executed and delivered this Lease as of the Effective Date.

Date of City Council Approval: _____ Item No: _____

LESSOR:
CITY OF NORTH LAS VEGAS, NEVADA

JOHN J. LEE, Mayor

ATTEST:

Jackie Rodgers
Acting City Clerk

APPROVED AS TO FORM:

Micaela Rustia Moore
City Attorney

LESSEE:
NEVADA SYSTEM OF HIGHER EDUCATION, BOARD OF REGENTS, on behalf of the UNIVERSITY OF NEVADA, LAS VEGAS

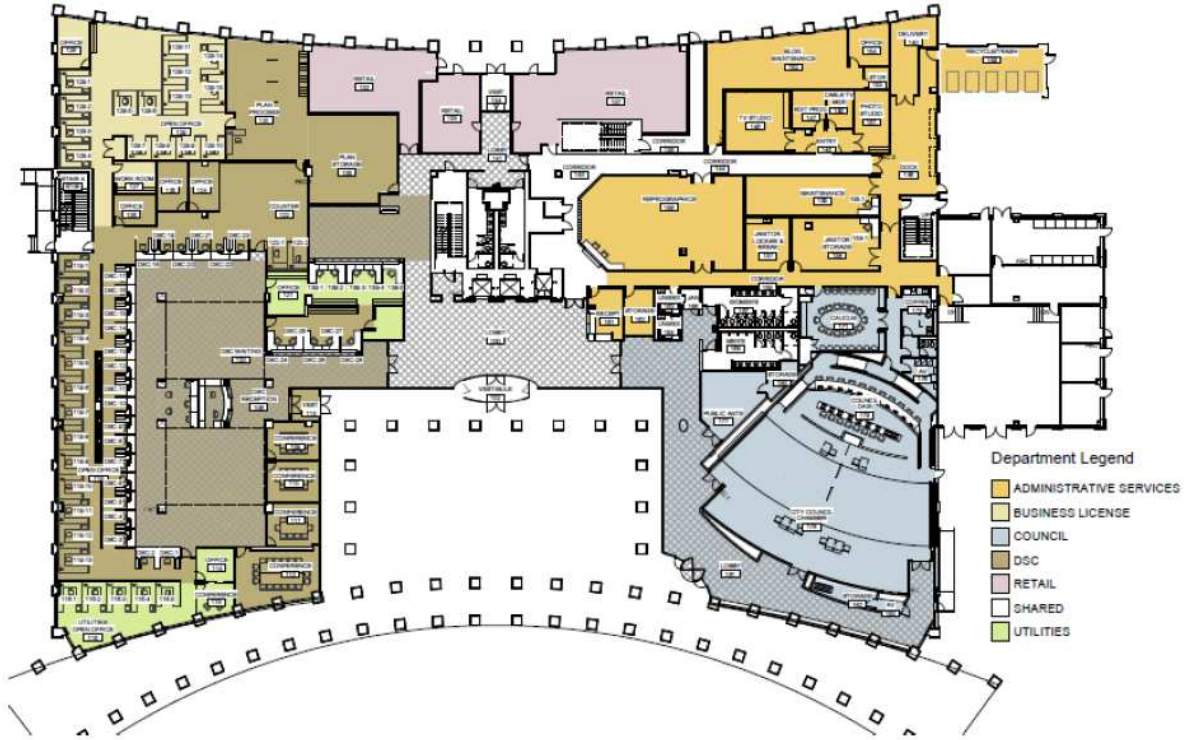
By: _____
Name:
Title: Executive Director

Date: _____

Approved as to form:

General Counsel

**EXHIBIT A
PREMISES
CITY HALL 1ST FLOOR**



Office space with storage = 455 square feet total

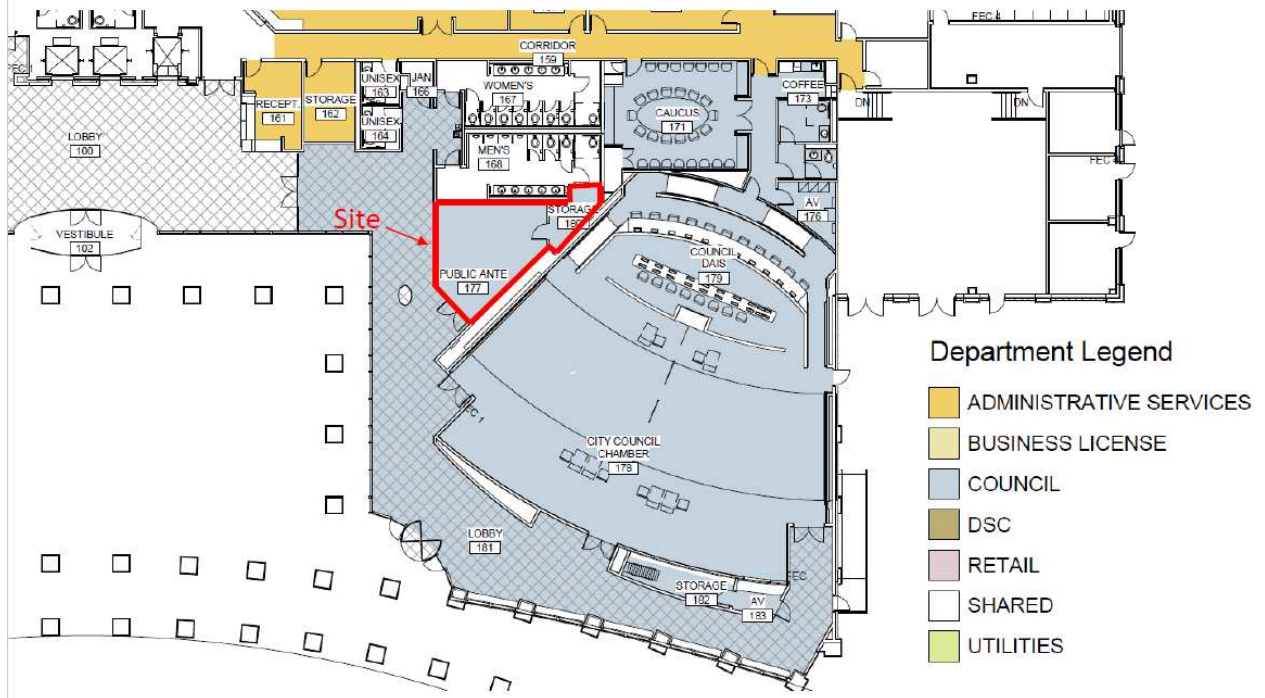


EXHIBIT B SAFETY REQUIREMENTS

General Safety

Neither City nor its employees or agents shall be responsible for safety on the Premises. It is Lessee's obligation to provide and assure a safe place for the performance of its services. Lessee shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. Lessee shall comply with all laws bearing on the safety of persons or property or their protection from damage, injury, or loss. Lessee shall ensure that each of its own employees are fully informed concerning all safety, health, and security regulations pertaining to the services.

Lessee shall participate actively in the safety process by:

- Questioning any unsafe and/or unhealthy practice or condition.
- Reporting any unsafe conditions or practices discovered.
- Stopping any work activities believed to be an imminent danger.

Badging/Access Control

Lessee shall comply with City facility access control procedures, including any background check requirements or other access requirements that are applicable to Lessee's personnel performing services at City facilities or having remote access to any City system, based on the City's policies and procedures in effect from time to time. If issued identification badges by the City, Lessee personnel shall wear them above the waist, identifying them as Lessee employees. Lessee shall limit travel on City premises and facilities to that necessary for performing the services.

Lessee Employee Personal Behavior

- Drugs and alcohol are prohibited while on City property. Reporting to work under the influence of drugs or alcohol, or bringing drugs or alcohol onto City premises, is sufficient cause for exclusion from City property.
- Fighting, horseplay and practical jokes on City premises are expressly forbidden.
- Any sexual harassment or harassment because of race, color, religion, age, gender, disability, national origin, sexual preference, or any other basis made unlawful by any law is strictly prohibited.
- Smoking is permitted only in areas so designated by posted signs.
- Good personal hygiene is to be maintained by each Lessee employee(s) as a courtesy to City employees, and/or City customers they may encounter.

Training

Lessee shall be responsible for safety training of all personnel who will have access to the work areas to meet all state, federal, and local and Lessee safety requirements.

Subconsultants

Lessee shall ensure that its subconsultants meet the same safety and health requirements and provide the same information to the City representative as required of Lessee.

Injuries/Illnesses

Lessee shall report all work site accidents injuries and occupational illnesses to the appropriate City representative as soon as possible. Lessee representative shall forward a copy of the First Notice of Injury or Occupational Disease, to the City of North Las Vegas, Finance Department, Risk Management Division as soon as possible.

Accident/Incident Investigation

Lessee shall conduct incident investigations to:

- Prevent further possible injury and property damage
- Collect facts about the incident
- Prevent recurrence

Root-cause analysis should be performed to determine the root cause of incidents. Incidents to include accidents/incidents, injuries, illnesses, and near misses, must be reported to the City representative as soon as possible. All accidents/incidents must be reported to the City representative as soon as possible. An initial written report must be completed within 24 hours or the next business day, whichever is earlier and submitted to the City representative.

Accountability

Infractions of established safety rules, failure to follow safety instructions, actions that endanger anyone, disregard for City property or the property of others, failure to comply with posted signs, or failure to take appropriate action where such action may be reasonably expected, are subject to measures up to and including termination of the Lease.