

LEASE AGREEMENT

THIS LEASE AGREEMENT (“hereinafter Agreement”) is made and entered into _____, 20____, by and between WASHOE COUNTY, NEVADA, a political subdivision of the State of Nevada, (hereinafter “Lessor”), and SILVER ARROW BOWMEN, a Nevada nonprofit organization (hereinafter “Lessee”), or (hereinafter, as the context requires, Lessor and Lessee shall be collectively referred to as “Parties”).

WITNESSETH:

WHEREAS, Lessor, through the Recreation and Public Purposes Act, is the primary lease holder and manager of United States Department of the Interior, Bureau of Land Management (hereinafter “BLM”) Property described below, which is desired for public purposes, and Lessor by virtue of NRS 244.284 may enter into leases of County property with qualified nonprofit entities for civic and charitable purposes without competitive bidding; and

WHEREAS, Lessee, a Nevada nonprofit entity in good standing organized pursuant to NRS Chapter 82, whose purpose and desire is to lease the Property described below for use as a Regional Archery Facility to provide public organized archery shooting, education and special events for individuals in Washoe County, and which property Lessee agrees will be used 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 Property and any improvements now existing or in the future to be designed, constructed or placed thereon.

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

1. Description and Use of Property. Lessor hereby leases unto Lessee, and Lessee hereby leases from Lessor, the non-exclusive use of approximately 110-acres of property in Lemmon Valley, Washoe County, Nevada (the “Property”), as shown on the location map attached hereto as *Exhibit A*. Lessor reserves the right to use the Property for other uses as long as such uses do not substantially interfere with Lessee’s authorized use and enjoyment of the Property.

Permission to enter the Property is hereby granted to Lessor or its representatives to access Property and any improvements thereon that may be required or desirable for maintenance activities or monitoring purposes by the appropriate governing agency, without cost or offset during the term of this Agreement. Lessee shall accept Property in an “as is” condition. Lessee shall not use or permit said Property or any part thereof to be used for any purpose other than the purpose identified in this Section one, without the prior written consent of Lessor. Lessee, a nonprofit corporation in good standing organized pursuant to NRS Chapter 82 and engaged in civic or charitable work, shall use the Property for providing a Regional Archery Facility to provide public organized archery shooting, education and special events for individuals in Washoe County.

Lessee shall not conduct or at any time knowingly permit its employees, agents, visitors or other users to conduct activities on or permit uses of the Property or Regional Archery Facility that are unlawful or in violation of any federal, state or local statute, code, regulation or any covenant or condition herein. At any time Lessee becomes aware of any such unlawful or unauthorized use of, or activities on, the Property, Lessee shall promptly notify Lessor.

2. Term of Agreement. The term of this Agreement shall be for five years (5) commencing as of _____ 20____ with an additional period of five (5) years, the renewal of which shall begin at the expiration of the term immediately preceding, should the parties hereto desire to negotiate mutually agreeable terms and conditions. So long as Lessee is in compliance with its duties and obligations under this Agreement, and remains a non-profit Nevada corporation in good standing organized pursuant to NRS Chapter 82, and its use of the Property and any improvements thereon remains solely for civic or charitable purposes, Lessee may continue to use the Property and improvements thereon for the duration of the initial term under the same terms and conditions as set forth in this Agreement, unless Lessee is in breach hereof or a notice to terminate is delivered to either of the parties.

Notwithstanding the foregoing, Lessor may terminate this Agreement at any time, for any reason, with or without cause, in Lessor's sole discretion and for its convenience, upon 6 months prior written notice to Lessee.

3. Lessor's Responsibilities.

- A. Lessor shall provide one accessible temporary restroom facility from approximately April 1 through November 30 annually. Should permanent restrooms be installed as an improvement, Lessor shall provide cleaning supplies and paper products. Lessor shall pump vaults at least once annually.
- B. In the event Lessor uses the Property and any temporary restroom facility, Lessor shall provide minimal maintenance of the Property and of any temporary restroom facility leaving the Property and such facility in a clean, attractive and safe condition as existed prior to Lessor's usage.
- C. Lessor shall patrol the Property and provide minimal maintenance assistance on a regular basis and monitor Lessee's activities.

4. Lessee's Responsibilities.

- A. Lessee shall provide any additional temporary restrooms facilities needed during Lessee's special events. In the event that permanent restroom facilities are installed as an improvement, Lessee shall maintain restrooms in a clean, attractive and safe condition.
- B. Lessee agrees that it shall use the Property solely for a public Regional Archery Facility as described in Section One above. In the event that the Lessee ceases to use the Property for that purpose, Lessor shall automatically terminate this Agreement upon giving written notice to Lessee. Should Lessor terminate the Agreement with Lessee for failure of Lessee to use the above-described Property as a public Regional Archery Facility, any leasehold improvements placed upon the Property by Lessee shall revert to Lessor for Lessor's use.
- C. Lessee agrees that prior to any construction, design, redesign, extension or placement of improvements or personal property on the above-described Property , it shall provide to Lessor a copy of all plans for such construction, design, extension, placement or modification(s), which Lessor shall within thirty (30) days after the receipt notify Lessee of its approval or disapproval of the plans. Any construction, design, redesign, extension, placement of or modification(s) to improvements shall be in accordance with

the provisions of the Regional Archery Facility Master Plan and the Park District 2A Master Plan. Beyond this requirement, approval by Lessor shall not be unreasonably withheld.

- D. Lessee shall abide by all applicable County and State laws and regulations, and shall secure all required permits and/or licenses, as affects the operation and development of the Property and Regional Archery Facility.
- E. Lessee hereby assigns to Lessor all of its rights, title and interest to all donated or grant purchased equipment and/or capital items, previously obtained or obtained in the future, where Lessee has solicited the donations and/or grants on behalf of the Regional Archery Facility. The equipment and/or capital items shall be the property of Lessor and remain within the possession of the Lessor for use at a Regional Archery Facility.
- F. Lessee agrees to maintain the entire above-described Property in a clean, safe, environmentally-sound and attractive condition and further maintain in good repair any buildings or improvements now existing or newly constructed on such property during the term of this Agreement and any extensions or renewals thereto.
- G. Lessee shall maintain the Property and all features in a safe operating manner and in compliance with standards and guidelines established by National Field Archery Association, International Bowhunters Education Foundation and National Recreation and Park Association.
- H. Lessee shall be solely responsible for providing the necessary support for its activities, including staffing requirements, first aid, materials, supplies, and equipment.
- I. Lessee shall be solely responsible for any advertising or promotion of its activities, provided that any advertising or promotion shall refer to the facility as owned and managed by Washoe County Regional Parks and Open Space (Lessor).
- J. Lessee agrees to provide sufficient advertising and promotion as to adequately notice the public concerning its activities.
- K. Lessee agrees to promote and maintain an active, working relationship with the Park District 2A (North Valleys) community.
- L. Lessee agrees to report any damage or safety hazards within 24 hours to Lessor.
- M. Lessee shall provide reports of any injuries, and remedy thereof, to the Lessor within 24-hours via fax, email, or telephone.
- N. Lessee agrees that proceeds from user fees charged for all Lessee's functions shall be used and allocated for improvements, alterations, changes and repairs of the Property and Improvements thereon. Lessee guarantees that the money allocated for the Property and Improvements shall not be less than TWO THOUSAND DOLLARS (\$2,000) per year. If Lessee's user fee proceeds are less than \$2,000 in one year, Lessee agrees to provide the difference between \$2,000 and the user fee proceeds, which is to be used and allocated for improvements, alterations, changes, and repairs of the Property and Improvements thereon. Lessee shall have sole responsibility for administering and allocating all disbursements for improvements, alterations, changes and repairs of the Property and Improvements thereon. However, Lessee must have Lessor's prior written approval for any improvement to the Property costing more than \$1,000. Lessee shall submit to Lessor on an annual basis, a fiscal report on all user fee charges and receipts, and all allocations utilized for improvements, alterations, changes and repairs of the Property.

- O. Approval by Lessor and a signed Volunteer Use Agreement shall be obtained prior to the commencement of any volunteer projects at the Facility.
- P. Lessee shall obtain permission from Lessor prior to scheduling any evening activities involving overhead lighting.
- Q. Lessee shall maintain any amplified sound at a level not to exceed the maximum decibel level prescribed by Lessor.
- R. Lessee shall prepare an Emergency Action Plan (EAP) prior to the initial commencement of league use or any special events. EAP to be reviewed and approved by Lessor. Both parties annually to review and evaluate its effectiveness, making changes as deemed necessary.
- S. Lessee shall follow the Regional Archery Facility Master Plan, adopted by the Board of County Commissioners on July 13, 2021.
- T. Lessee shall permit Lessor or its authorized agents to enter into and upon the Property at all reasonable times for the purpose of inspecting the same, or for the purpose of making repairs or maintaining the Property and any improvements located thereon.
- U. Lessor reserves the right from time to time at its own expense to make such improvements, alterations, renovations, changes, and repairs in and about the Property as Lessor shall deem desirable. Except where such improvements, alterations, changes and repairs unreasonably disrupt Lessee's use and peaceful enjoyment of the Property, Lessee shall make no claim against Lessor for abatement of rent, if any, for interference with Lessee's leasehold interest or for loss or damage to its business during such improvements, alterations, renovations, changes and repairs.
- V. The erection, construction, installation, placement or making of any approved improvements shall be accomplished and completed in a workmanlike manner and in compliance with all applicable state, county and municipal laws and regulations.
- W. Lessee shall keep the Property and any improvements thereon free from any liens arising out of any work performed, or materials furnished, or obligations incurred by Lessee.
- X. Lessee shall be solely responsible for all utilities, telephone, cable and fiber optic service costs and charges for installation of equipment and establishment of initial service and for ongoing monthly service charges for equipment, fees, line, undergrounding, connection and toll charges or any charges thereto specifically requested by Lessee.

Lessee shall apply for service and pay directly to utility suppliers any costs and charges for such utilities, telephone, cable and fiber optic services. In no event shall Lessor be responsible for any interruption, fluctuation, or failure in supply of any utilities, telephone, cable and fiber optic services to the Property. Additionally, it is mutually understood and agreed that Lessor shall not be liable for damages, by abatement of rent, if any, for failure to provide or for delay in providing these services.

In the event of substantial interruption or unavailability of any utilities, the Lessor, at its sole discretion, may agree to cooperate with Lessee and the other users in the repair or remedy of such substantial interruption or unavailability of utilities, or Lessor may terminate this Agreement and require Lessee to vacate the Property. Without penalty to Lessor or reimbursement or offset to Lessee, and Lessee shall hold Lessor harmless.

5. Rental. As long as Lessee remains a non-profit Nevada corporation in good standing organized pursuant to NRS Chapter 82, and its use of the Property remains solely for civic or charitable purposes, Lessee may occupy the Property on a waived rent basis during the term of this Agreement

6. 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 including death or property damage to any person, including Lessee's employees and invitees, that is caused by any action, either direct or passive, or the omission or failure to act or negligence on the part of the Lessee, its employees, agents or representatives, or caused by any action arising out of the use of the Property or Lessee's duties and responsibilities under this Agreement.

B. Pursuant to Nevada Revised Statutes, Chapter 41 and without waiving any provisions thereof, Lessor shall hold harmless, indemnify and defend Lessee from and against any loss, damage, claim, suit or liability due to injury, including death, or property damage, to any third party arising out of the negligent or alleged negligent acts or omissions of the Lessor, its agents, contractors or employees, concerning the Property and the Lessor's duties and responsibilities pursuant to this Agreement.

7. Insurance. Prior to commencement of this Agreement, Lessee shall file with the Washoe County Risk Management Division, and shall thereafter during the entire term of this Agreement maintain in full force and effect, a general comprehensive liability insurance policy or policies which shall insure Lessee and provide primary coverage for the Lessor, its officers, boards, commissions, agents and employees, against liability for loss or liability for personal injury, death, property damage, or other damages arising from or relating to the Lessee's business operation. Issuance of such policy or policies shall be evidenced by a certificate of insurance naming Washoe County, its officers, boards, commissions, agents and employees as additional insured and shall contain an original endorsement and a provision that a written notice of any cancellation of said policy shall be delivered to the County Risk Manager or his designee thirty (30) days in advance of the effective date thereof. Lessee further agrees that the amount of coverage shall be at least \$1,000,000 per occurrence and in the aggregate and include participant and public liability.

Lessee agrees to hold harmless, indemnify and defend County from and against all losses, liabilities, expenses, and other detriments of any nature or description to the person or property of another to whom the County may be subjected as a result of any claim, demand, action or cause of action which may be made or had against the County as a result of any negligent act,

error, or omission on the part of Lessee or Lessee's employees resulting from the activities arising out of this Agreement and the use of this Facility.

In the event Lessee shall fail to procure insurance in the form, coverage and amount required by Lessor and fail to maintain the same in force and effect continuously during the term of this Agreement, Lessor shall be entitled to, but shall not be required to, procure the same and Lessee shall immediately reimburse Lessor for such premium expense. Lessee shall be considered in default if Lessee fails to provide Lessor with proof of the required insurance upon commencement of this Agreement.

8. 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.

9. Funding Out Clause. Pursuant to NRS 244.320, in the event Lessor fails to appropriate budget funds specifically for the purpose of maintaining the Property, 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.

10. Costs and Attorney's Fees. Should either party hereto institute any action or proceeding to enforce or interpret any provision hereof or for damages by reason of an alleged breach of any provision of this Agreement, the prevailing party shall be entitled to receive from the losing party such amounts as may be adjudged to be reasonable attorney's fees and costs.

11. 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 Nevada 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.

12. Quiet Enjoyment. Lessee, while in compliance with the terms and covenants herein, is entitled to the quiet enjoyment of the Property for the term hereby created.

13. 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 President, c/o SILVER ARROW BOWMEN PO Box 12834, Reno, NV 89510 and upon Lessor, to Director, Washoe County Community Services Department, 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.

14. Hazardous Substances. Lessee shall not cause or permit any hazardous substances to be used, stored, manufactured, released or disposed in or upon the Property, except in the minimum quantities as are customary and usual in connection with Lessee's permitted use. If the Property becomes contaminated as a result of a violation by Lessee of this Section Fourteen, 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.

If hazardous substances have been used, stored, manufactured or disposed in or upon the Property or connected areas outside the Property, or if the Property or connected areas outside the Property, 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.

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

15. Effect of Agreement

A. This Agreement constitutes the entire contract between the parties and no obligations other than those set forth herein will be recognized unless endorsed hereon in writing.

B. The covenants and agreements herein contained are binding on the parties hereto, their successors, assigns and legal representatives.

C. This Agreement may be amended in writing signed by both the parties.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the day and year first above written.

LESSOR: WASHOE COUNTY, acting by
and through its Board of County Commissioners

By _____
Dave Solaro, Assistant County Manager

STATE OF NEVADA)
COUNTY OF WASHOE)

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 he/she executed the same freely and voluntarily and for the uses and purposes therein mentioned.

Notary Public

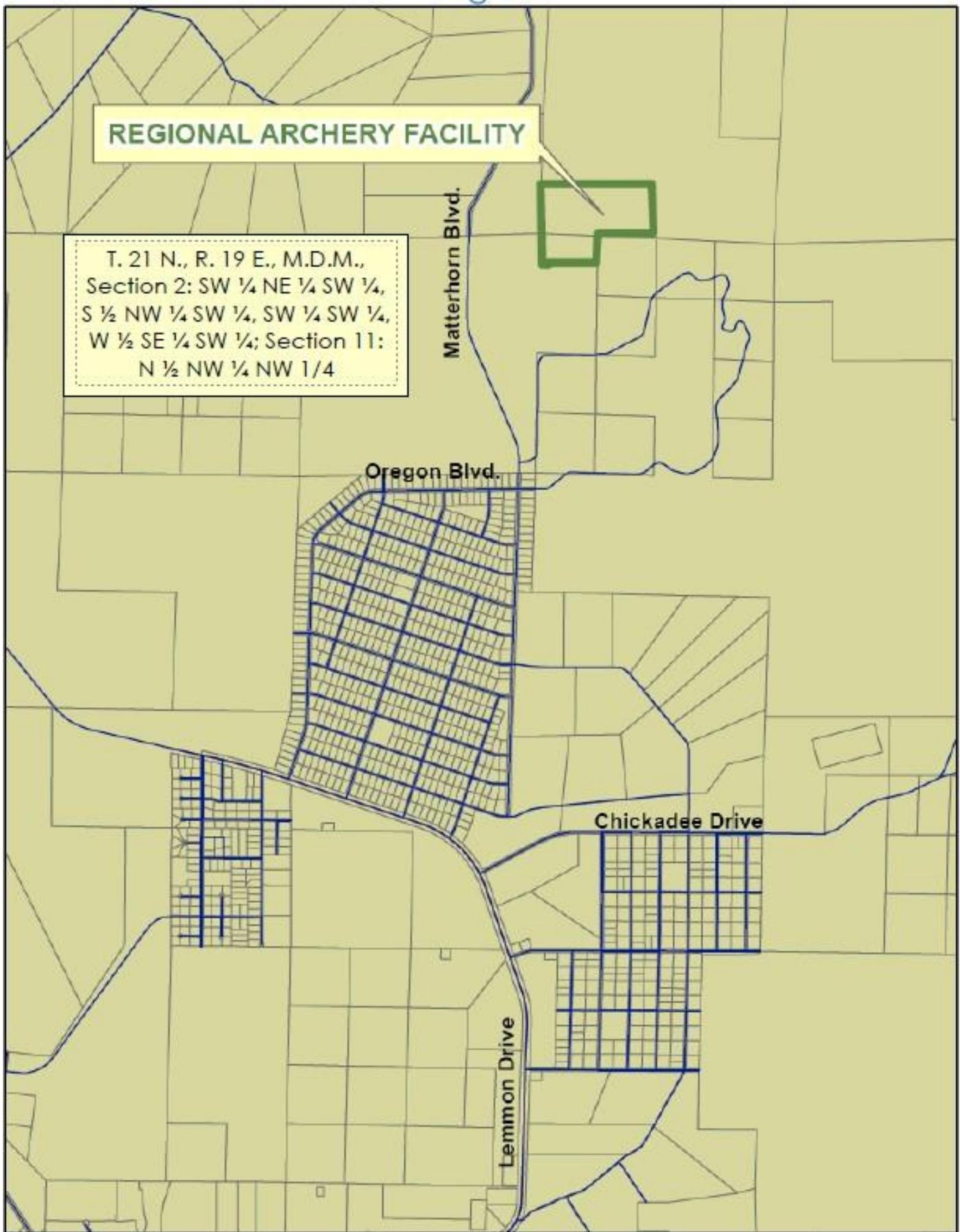
LESSEE: SILVER ARROW BOWMEN

By _____
James Pecka, President

STATE OF NEVADA)
COUNTY OF WASHOE)

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 he/she executed the same freely and voluntarily and for the uses and purposes therein mentioned.

Notary Public



**REGIONAL ARCHERY FACILITY
SITE MAP
Exhibit A**

