

## **LEASE AGREEMENT**

**THIS AGREEMENT ("Agreement")** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between Washoe County, Nevada, a political subdivision of the State of Nevada, hereinafter called "Lessor" and Polygrarian Institute dba Reno Food Systems, a Nevada nonprofit corporation, called, "Lessee."

### **WITNESSETH:**

**WHEREAS**, Lessor is the sole owner of the Premises described below, which area is not currently needed for the public purposes of Washoe County, and Lessor by virtue of NRS 244.284, and 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 nonprofit 501( c)( 3) corporation currently in good standing, which provides support to our Community Services Department and desires to lease land from Lessor, which land 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 Premises.

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

### **SECTION ONE**

#### **DESCRIPTION OF PREMISES**

Lessor hereby leases unto Lessee, and Lessee hereby leases from Lessor, a 5 acre area within Betsy Caughlin Donnelly Park, 3295 Mayberry Drive, Reno, Nevada 89509, of which is more particularly shown on Exhibit "B", attached hereto and incorporated herein by reference (the "Premises").

Unless otherwise specified, "Premises" shall include only that portion used exclusively by Lessee.

### **SECTION TWO**

#### **TERM OF THIS AGREEMENT**

The term of this Agreement shall be five years commencing May 15, 2022, and will terminate May 14, 2027, unless sooner terminated or extended upon mutual agreement of the parties or as otherwise provided herein.

### **SECTION THREE**

#### **RENTAL**

As long as Lessee remains a non-profit Nevada corporation in good standing, engaged primarily in civic or charitable work, Lessee may occupy the Premises at a cost of \$215 annually throughout the term of this Agreement. Lessee may provide in-kind contributions or services to Lessor in consideration of the annual lease payment. In-kind contributions or services must have prior written consent of Lessor to be considered for services in lieu of payment.

### **SECTION FOUR**

#### **RENEWAL OPTION**

In the event Lessee is in compliance with its duties and obligations under this Agreement, remains a non-profit Nevada corporation in good standing engaged primarily in civil or charitable work, and continues to use the Premises only for a charitable or civic purpose, Lessee shall have one (1) successive option to renew this Agreement for five (5) years, under the same terms and conditions as set forth in this Agreement. Said options shall be exercised automatically unless Lessor or Lessee delivers to the other 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 PREMISES**

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

B. Lessee shall not conduct or at any time knowingly permit its employees, agents or visitors to conduct activity on the Premises that is unlawful or in violation of any federal or state statute, code or regulation. The Premises shall not be used for storage, transfer, processing, etc. of any toxic or hazardous materials.

### **SECTION SIX**

#### **ALTERATIONS AND IMPROVEMENTS**

A. Lessee hereby acknowledges that the Premises are in good condition and are acceptable to Lessee, and shall not be altered, repaired or changed without the prior written consent of Lessor. Prior to commencement of any alteration or improvement, Lessee shall prepare plans and specifications of such work and submit same to Lessor.

B. Lessee agrees that it shall not erect any structures without the prior written consent of the Lessor as well as any other permitting agency.

C. 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 Premises as Lessor shall deem desirable. Except where such improvements, alterations, changes and repairs unreasonably disrupt Lessee's use and peaceful enjoyment of the Premises, 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, renovations, changes and repairs.

D. The parties agree that all the erections and improvements, made in or upon the Premises shall be Lessor's property and shall not remain upon the Premises at the termination of this Agreement by lapse of time or otherwise, without compensation to Lessee.

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.

F. Lessee shall keep the Premises free from any liens arising out of any work performed, or materials furnished, or obligations incurred by Lessee.

## **SECTION SEVEN**

### **UTILITIES AND WASTE REMOVAL**

A. Lessor shall supply water to the Premises. 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 of water when such failure to furnish or delay in furnishing is occasioned by strikes, lockouts, labor controversies, accident or casualty, or any cause beyond the reasonable control of Lessor. If additional water is needed, lessee will be responsible for water connection fees and all payments associated with water use.

B. Lessee will be responsible for the installation and payment of all water connections incident to its business. Lessee shall install a water meter and pay for all water usage associated with their work throughout the course of the agreement. Any work in this regard must be first submitted to Lessor and must have prior written authorization prior to installation.

C. Lessee will be responsible for the installation and payment of all electric connections incident to its business. Lessee shall pay for all electric usage associated with their work throughout the course of the agreement. Any work in this regard must first be submitted to Lessor and must have prior written authorization prior to installation.

D. Lessee shall be provided a gate key. It is agreed and understood that normal days of operation shall be sunrise to sunset Monday through Sunday. Lessee agrees not to duplicate any keys and shall request copies from Lessor. In the event that Lessee has a lost or missing key, Lessee shall pay for all costs associated with re-keying the Premises and replacement keys.

E. If Lessee is the last one to depart the premises on any day, Lessee shall check and secure the premises. In the event Lessee does not secure the premises and Lessor is required to respond with a staff member, Lessor shall bill and Lessee shall pay for reasonable charges for Lessor's emergency response.

F. Lessor shall continue its current practice of waste removal within Betsy Caughlin Donnelly Park. Lessee shall be responsible for the cleaning and waste removal of all waste within leased area and/or generated by Lessee's use. Lessee may utilize existing waste receptacles within Betsy Caughlin Donnelly Park as long as the amount of waste by Lessee can easily fit inside the receptacle and does not interfere or negatively impact the use and enjoyment of the park and the current waste removal schedule.

## **SECTION EIGHT**

### **COMMON AREA MAINTENANCE, REPAIRS AND INSPECTIONS**

A. Lessor shall be responsible for making all routine repairs, and for performing routine maintenance to the Premises, at Lessor's sole expense, except to any and all improvements made by Lessee. Lessee agrees that all damage done to the Premises by Lessee or its invitees or any person present because of Lessee's occupation of the Premises, shall be paid by Lessee.

B. Lessee shall keep the Premises free from any liens arising out of any work performed, or materials furnished, or obligations incurred by Lessee.

C. Lessor shall maintain, at its sole cost and expense, the fencing in which the Premises are located.

D. Lessee shall permit Lessor or its authorized agents to enter into and upon the

Premises at all reasonable times for the purpose of inspecting the same, or for the purpose of making repairs or maintaining appurtenances in which the Premises are located.

## **SECTION NINE**

### **SIGNS**

Lessee agrees that no sign or advertisement shall be painted or affixed to any part of the outside or inside of the park in which the Premises are located except as described and authorized on Exhibit A, Rules and Regulations attached hereto, or upon approval by the Director of Community Services Department.

## **SECTION TEN**

### **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 ELEVEN**

### **DESTRUCTION OF PREMISES**

A. In the event of a partial destruction of said Premises is a part from any cause attributable to the fault of Lessor, Lessor shall forthwith repair the same within sixty (60) days, provided such repair can be made within said period under the laws and regulations of state, federal, county or municipal authorities and Lessor wishes to make such repairs. If required repairs are commenced promptly, this Agreement shall not be modified. If such repairs cannot be made in sixty (60) days or if Lessor does not wish to make the repairs, this Agreement may be terminated at the option of Lessor. In the event that the land in which the Premises may be situated be destroyed to the extent of not less than thirty-three and one-third ( $33 \frac{1}{3}$ ) percent of the replacement cost thereof, Lessor may elect to terminate the Agreement, whether the Premises be injured or not. A total destruction of the land in which said Premises are situated shall terminate this Agreement. This provision is not intended to affect the rights of either party to seek recovery against the person responsible for the damages.

B. Lessor shall provide Lessee with notice of intent regarding the decision to make or delay repairs within ten (10) working days of the event creating the damage or destruction contemplated in this Agreement.

## **SECTION TWELVE**

### **CONDEMNATION**

In the event that any part of the Premises 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 Premises taken for such public purpose. All damages awarded for the taking of the Premises for any public purpose shall belong to and be the property of the party suffering such damage whether such damage is awarded as compensation for diminution in value to the leasehold or to the fee of the Premises.

### **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 including death or property damage to any person, including Lessee's employees, 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 Premises 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 Premises and the Lessor's duties and responsibilities pursuant to this Agreement.

C. Contract liability of both parties shall not be subject to exemplary or punitive damages.

### **SECTION FOURTEEN**

#### **INSURANCE**

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

(1) Secure and maintain fire and extended insurance, or provide for such through its Self-funded Insurance Program in an amount and coverage determined by Lessor during the term or any extended term of this Agreement.

(2) Secure and maintain through its Risk Management Division a Self-Funded Insurance Program, of comprehensive or commercial general liability coverage (occurrence form), in an amount of not less than \$1,000,000 per occurrence, and at least \$2,000,000 annual aggregate during the term of this Agreement.

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

(1) Secure fire insurance on all structures and contents owned by the Lessee located at the demised Premises.

(2) Secure and maintain comprehensive general liability coverage (occurrence form), in an amount of not less than \$1,000,000 per occurrence, and at least \$2,000,000 annual aggregate during the term of this Agreement.

(3) Lessee may fund any financial obligation relating to its negligence and liability through either a self-funded program or through an Insurance Carrier maintaining an A rating by A.M. Best. Any and all claims related to the use of the demised Premises by Lessee shall be forwarded to Lessor in a timely manner.

(4) 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 demised Premises, or to the contents thereof belonging to either, caused by fire, explosion, or any other risk covered by Lessee's insurance and,

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

(6) In the event Lessee's occupancy causes any increase of premium for Lessor's insurance on the Premises, or any parts thereof, above the rate applicable to the type of occupancy identified in this Agreement. Lessee shall have fifteen (15) days after receipt of written notification from Lessor of such increase to correct or mitigate said circumstances which resulted in the need for a premium increase. If Lessee is unable to mitigate or correct said hazardous occupancy, Lessee shall upon written agreement pay the increased premium or terminate said Agreement.

## **SECTION FIFTEEN**

### **FUNDING OUT CLAUSE**

Pursuant to NRS 244.320, in the event Lessor fails to appropriate budget funds specifically for the purpose of maintaining the Premises, 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 SIXTEEN**

### **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, neither party shall be entitled to recover any amount as a reasonable attorney's fee, for any reason, even if said part is deemed to be the prevailing party in such action or proceeding. Cost of suit may be awarded as allowed by law.

## **SECTION SEVENTEEN**

### **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 any state or federal court of competent jurisdiction located in Washoe County, Nevada and to the service of process by any means authorized by any such state or federal 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 EIGHTEEN**

### **QUIET ENJOYMENT**

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

## **SECTION NINETEEN**

### **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 the address of the Premises herein demised and upon Lessor, to Director of Community Services Department, 1001 E. 9<sup>th</sup> 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 TWENTY**

### **HAZARDOUS SUBSTANCES**

A. Lessee shall not cause or permit any hazardous substances to be used, stored, manufactured, released or disposed in or upon the Premises, except in the minimum quantities as

are customary and usual in connection with Lessee's permitted use. If the Premises become contaminated as a result of a violation by Lessee of this Section Twenty One, 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, stored, manufactured or disposed in or upon the Premises or connected areas outside the Premises, or if the Premises or connected areas outside the Premises, 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 TWENTY-ONE**

### **RULES AND REGULATIONS**

The rules and regulations of Lessor set forth as Exhibit "A", which may be amended from time to time, are expressly made part of this Agreement and Lessee agrees to abide by the same to the extent said rules and regulations are not inconsistent with the terms of this Agreement.

## **SECTION TWENTY-TWO**

### **TERMINATION**

A. Upon termination of this Agreement, Lessee shall quit the Premises peaceably, with no damage to the Premises, normal wear and tear excepted. Lessee shall remove all personal property therein and be responsible for all restoration of Premises deemed necessary by Lessor as a result of Lessee's use. Restoration may include, but is not limited to grading to reestablish ditches and efficient flood irrigation, seeding, and weed control until such time Lessor determines that the Premises has been restored to a flood irrigated pasture in the same or similar condition of the Premises prior to the Lessee's use.

B. It is understood and agreed that either party may cancel this Agreement with or without cause upon providing thirty (30) days written notice to the other party or as specifically defined below.

C. The failure by Lessee or Lessor to make any payment or observe or perform any covenants, conditions or provisions of this Agreement required to be made, observed or performed by such party, after thirty (30) days written notice of such default shall constitute a default of this Agreement by such party; provided, however, that if the nature of the default (other than the payment of money) is such that more than thirty (30) days are reasonably required for its cure, then the defaulting party shall not be deemed to be in default if such party commences such cure within the thirty (30) day period and thereafter diligently prosecutes such cure to completion. Upon default, the non-defaulting party may pursue all remedies available under Nevada law, including termination of this Agreement and recovery of all damages caused by such default.

### **SECTION TWENTY-THREE**

#### **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.

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

\_\_\_\_\_  
Vaughn Hartung, Chair

STATE OF NEVADA       )  
  ) ss.  
COUNTY OF WASHOE    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me, a Notary Public, personally appeared Vaughn Hartung, known to me to be the Chair of the Board of County Commissioners of Washoe County, who acknowledged to me that he executed the foregoing document on behalf of said political subdivision of the State of Nevada.

\_\_\_\_\_  
Notary Public

**LESSEE:**

Polygrarian Institute dba Reno Food Systems, a Nevada Non-profit

\_\_\_\_\_  
Lyndsay Langsdale, Executive Director

STATE OF NEVADA       )  
  ) ss.  
COUNTY OF WASHOE    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me a Notary Public, personally appeared Lyndsay Langsdale, proved to me to be the person described herein and who executed the foregoing instrument and who acknowledged to me that s/he executed the same freely and voluntarily on behalf of the individual for the uses and purposes therein mentioned.

\_\_\_\_\_  
Notary Public

## **EXHIBIT "A"**

### **Lease (Land)**

#### **Rules and Regulations of the Premises**

**First:** Lessee, its agents, employees, invitees and any person present because of Lessee's occupation of the Premises, shall, not permit anything to be done on the Premises, 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 Lessees, 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 Premises or any part thereof, or with rules or ordinances established by the District Board of Health; and Lessee agrees that it will pay any damages that Lessor may suffer by a violation of this clause.

**Second:** Lessee shall be responsible for all water connections to Lessor water system and any additional water system connections outside of the Lessor water system. Lessee shall have an approved plan for water connection by a licensed contractor along with site plans. Lessee must install a meter and pay for all portions of water used by Lessee during the course of the agreement in monthly installments in addition to any other water sources, paid directly to the utility provider. Lessee shall coordinate watering days and times with current park maintenance water schedule.

**Third:** When electric wiring of any kind is introduced it must be connected as directed by Lessor. Lessee shall have an approved plan for electrical connection by a licensed contractor along with site plans. All work related to the wiring must be presented to and approved by Lessor's Community Services Department. Lessee must pay for all portions of electrical used by Lessee during the course of the agreement directly to the utility provider.

**Fourth:** Lessee shall maintain good communication with Lessor and other property lessees in relation to all Lessees' use, including but not limited to, animal husbandry and the maintenance of animals on the premises. If additional fencing is necessary for the safety of all animals, it shall be the responsibility of the Lessee at their sole expense.

**Fifth:** No sign, advertisement or notice shall be inscribed, painted, or affixed on any part of the park 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.

**Sixth:** The Premises shall not be used for lodging or sleeping purposes.

### Exhibit "B"

