

LICENSE AGREEMENT FOR OPERATION AND MAINTENANCE AND WAIVER OF REQUIREMENT FOR SUBLEASE DESCRIBED IN DEVELOPMENT AGREEMENT

THIS OPERATION AND MAINTENANCE AGREEMENT (this "Agreement") is made and entered into this 14th day of February, 2023 (the "Effective Date"), by and between **WASHOE COUNTY**, a political subdivision of the State of Nevada ("County"), and **GREATER RENO COMMUNITY ICE SKATING ASSOCIATION**, a Nevada non-profit corporation ("Operator").

WHEREAS, GREATER RENO COMMUNITY ICE SKATING ASSOCIATION, a Nevada non-profit 501(c)(3) corporation ("GRCISA") and the County entered into that certain Development Agreement, dated September 12, 2017 (the "Development Agreement") whereby the County and GRCISA, defined the arrangements for development as described therein; and

WHEREAS, GRCISA and the County entered into that certain Ground Lease Agreement, dated November 21, 2019 (the "Ground Lease") whereby the County leased certain land to GRCISA, as described therein (the "Land"); and

WHEREAS, GRCISA constructed and owns an ice-skating facility on the Land (the "Building"); and

WHEREAS, the Development Agreement included a requirement at section 4 that after the ice skating facility was constructed the County would enter into a sublease with a third party to operate and maintain both the Land and the Building (collectively, the "Premises"); and,

WHEREAS GRCISA and the County agree to amend the Development Agreement to eliminate the requirement of a leaseback agreement and separate sublease to operate and maintain the Premises, and to allow GRCISA to operate and maintain the Premises as a community ice skating facility pursuant to this License Agreement for Operation and Maintenance;

NOW, THEREFORE, for and in consideration of their respective obligations hereinafter contained, the County does hereby grant to the Operator, and the Operator hereby receives from the County, the exclusive right to maintain and operate the Premises upon the following terms and conditions:

1. Conditions. Operator's use of the Land is subject to the following:
 - (a) All conditions, restrictions, and limitations now appearing of record;

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(b) Zoning ordinances of any local, state or other competent governmental body now existing or which may hereafter exist during the life of this Agreement; and

(c) Operator's proper performance of all terms and conditions contained herein.

2. **Permitted Use.** The County hereby grants to Operator use of the Premises for the purpose of providing an ice-skating facility to residents of Washoe County, which may include year-round recreational activities, social activities, fundraising and special events, and other programs that the County would otherwise be required to expend money to provide.

3. **Terms.** The term of this Agreement shall run concurrently with the respective terms of the underlying Ground Lease and Development Agreement between GRCISA and the County, including any extension terms.

4. **Base Rent.** Operator agrees pay to County, as consideration for this Agreement, the sum of one dollar (\$1.00) per year, payable by Operator in advance on or before January 1 of each and every year during the term of this Agreement.

5. **Net Agreement.** Operator shall pay all costs, expenses, and obligations of every kind or nature, relating to the Premises, or any improvements thereon, which may arise or become due during the term of this Agreement, and shall indemnify, defend, and hold harmless the County from and against the same. Nothing in this Agreement shall be deemed to require the Operator to pay or discharge any liens or mortgages of any character which may later be placed upon any portion of the Premises by the County's affirmative acts. Nothing in this Agreement shall grant any right, title or interest in the Premises to Operator (except to the extent that Operator may already hold title to the Building and the furniture, fixtures, equipment, and other personal property located on the Premises).

6. **Operator's Obligations.** To the extent they are properly levied, Operator shall pay all taxes, assessments, water and sewer charges, charges for public utilities, excises, levies, licenses and permit fees and other governmental charges, general and special, ordinary and extraordinary, unforeseen and foreseen, of any kind and nature, which at any time during the term of this Agreement may be assessed, levied, confirmed, or imposed upon the Premises or any improvements thereon.

7. **Obligations Altered.** Except as otherwise provided herein nothing herein shall require Operator to pay municipal, state, or federal income taxes that may be assessed against the County, the County's municipal, state, or federal capital levy, estate, succession, inheritance, or transfer taxes, or corporate franchise taxes imposed upon any corporate owner of the fee of the Land. Nor shall the Operator be required to pay for any bonds or other financing that the County has created.

8. **No Liens.** Operator shall not subject the Premises to any mechanics' or materialmen's liens or other lien of any kind, except to the extent that the creation of such lien or liens is specifically authorized by this Agreement, the Ground Lease, or the associated Development Agreement.

9. **Release of Lien.** Operator shall not allow a lien or claim of any kind (except for a reasonable security instrument) to be filed or claimed against the Premises. If such lien is claimed or filed, Operator shall cause the Premises to be released from the claim within thirty (30) days after County provides written notice that a claim has been filed.

10. **Governing Law.** All of the rights and remedies of the parties shall be governed by the provisions of this Agreement and by the laws of the State of Nevada.

11. **Cumulative Remedies.** During the term of this Agreement, the parties shall have all rights and remedies which this Agreement, the parties' other agreements, and the laws of the State of Nevada may provide. All rights and remedies shall be cumulative, and no right or remedy shall operate as a waiver or exclusion of any other right or remedy.

12. **Indemnification by Operator.** During the entire term of the Agreement, the Operator will indemnify, defend, and hold harmless the County against any and all claims, debts, demands, or obligations which may be made against the County or against its title in the Building or Land, arising out of, or in connection with, any alleged act or omission of the Operator or any person claiming under, by, or through the Operator.

13. **Insurance.**

(a) From and after the Commencement Date, Operator will keep insured any and all buildings and improvements upon the Land consistent with the requirements set forth in the Development Agreement. All of the insurance policies shall include the County as one of the insured parties and shall protect GRCISA and the County as their respective interests may appear, consistent with the requirements set forth in the Development Agreement.

(b) From and after the Commencement Date, Operator shall, at its expense, obtain and keep in force during the term of occupation of the Land a policy of commercial general liability insurance insuring both itself and the County against any liability arising out of the use, occupancy or maintenance of the Land and all areas appurtenant thereto and buildings and equipment thereon. Such insurance shall have a Combined Single Limit of not less than \$1,000,000 (occurrence form) and at least a \$2,000,000 annual aggregate including both liability and property damage, and insure against any liability for personal injury, death or property damage. Prior to occupying the Land, Operator shall promptly deliver a copy of a certificate evidencing the insurance policy to the County.

(c) No policy required under this section shall be cancelable or subject to reduction of coverage except after thirty (30) days' prior written notice to the County.

(d) The Operator shall pay premiums for all of the insurance policies it is required to carry under the terms of this Agreement.

14. **Hazardous Substances.** "Hazardous Substances" shall mean any hazardous or toxic substances, materials, or wastes, the removal of which is required, the maintenance of which is prohibited or penalized, or for which a permit is required under applicable environmental laws, including, but not limited to, any substance, material or waste which is (i) petroleum, (ii) gas (including natural, synthetic or liquefied), (iii) asbestos containing material, (iv) flammable, radioactive, corrosive or-carcinogenic, (v) polychlorinated biphenyls, (vi) designated as a hazardous substance pursuant to Section 311 of the Clean Water Act, 33 USC §1251, et seq. (33 USC §1321), or listed pursuant to §307 of the Clean Water Act (33 USC §1317), (vii) defined as a "hazardous waste" in the Resource Conservation and Recovery Act, 42 USC §6901, et seq. (42 USC §6903), (viii) defined as a "hazardous substance" or "toxic substance" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC §9601, et seq. (42 USC §9601), or the Hazardous Material Transportation Act, (49 USC §1801, et seq., (ix) listed in the United States Department of Transportation Hazardous Material Tables (49 CFR 172.101),

(x) designated by the Environmental Protection Agency as hazardous substances (40 CFR Part 302), as amended, or (xi) is regulated pursuant to Chapters 444, 445, 445A, 445B, 459, 477, 590 or 618 of the Nevada Revised Statutes or the International Fire Code, as amended and as adopted by the City of Reno.

15. **Environmental Requirements.** Operator shall, at Operator's own expense, comply with all local, state, and federal regulations and any successor legislation and regulations including, but not limited to, the laws associated with the definition of Hazardous Substances above, as they pertain to Operator's use of the Premises (collectively, the "**Environmental Requirements**").

16. **Environmental Representations.** Operator represents and warrants to the County that it will not use, or allow its agents to use, any Hazardous Substance on the Premises, with the exception of those substances reasonably necessary to Operator's normal operations.

17. **Environmental Indemnity.** Operator shall hold the County harmless from, and defend and indemnify the County against, any and all claims or liability for any injury or damage to any person or property caused by Operator's failure to comply with Environmental Requirements and the presence of Hazardous Substances in, on, under, or about the Premises which are placed in, on, under or about the Premises by Operator, and for any costs or liability incurred by the County in connection with the release, removal, or storage of any Hazardous Substance placed in, on, under or about the Premises by Operator. The provisions of this indemnity shall remain in full force and effect and shall not be affected or impaired by any termination of this Agreement and shall survive any such termination. Operator shall not be responsible or liable for, and shall have no duty to hold harmless, defend or indemnify the County for any claims or liability or for any injury or damage to any person or property caused by the presence of Hazardous Substances in, on, under or about the Premises which existed in, on, or about the Premises prior to the Effective Date of the Development Agreement.

18. **Reporting.** In the event of a release or spill of any Hazardous Substance on or from the Building, Operator shall immediately give the County notice thereof if such release or spill is in a quantity or of quality requiring notice to any public authority or agency. Operator shall promptly supply the County with copies of all notices, reports, correspondence, and submissions made by Operator to the Environmental Protection Agency, or any other local, state, or federal authority which required submission of any information concerning environmental matters or hazardous wastes or substances pursuant to any Environmental Requirements.

19. **Restoration.** Upon the expiration or termination of this Agreement for whatever reason, Operator shall promptly:

(a) Remove any and all Hazardous Substances that Operator has placed, or allowed to be placed, in, on, under or about the Premises; and

(b) Remove and replace any fixture, mechanical, storage, distribution, or other system or improvement in and to the Premises that was involved in Operator's use, storage, or disposal of Hazardous Substances and which cannot otherwise be returned to a completely uncontaminated condition, unless otherwise agreed between the County and Operator.

20. **Responsibility for and Ownership of Improvements, Fixtures, and Property Affixed to the Premises.** Operator is responsible for the reasonable maintenance and operation of the Premises including all landscaping. The Operator shall repair and maintain all roads,

driveways, and parking lots appurtenant to the Premises, which shall include ice and snow removal as needed. All of Operator's personal property, equipment and trade fixtures shall remain the Operator's sole and separate property. Any fixtures or other property of any kind or nature which are affixed to the Premises by the Operator shall be considered part of that respective portion of the Premises unless agreed to in advance in a writing executed by both Parties.

21. **Financing.** Operator is solely responsible for any and all costs associated with the duties described in this Agreement. Notwithstanding the foregoing, for the purpose of securing loans of funds used for financing any aspect of the acquisition, development, construction, renovation, use and/or operations of the Premises, Operator allow reasonable security instruments to be placed at any time on any of its furniture, trade fixtures, equipment, personal property, and other items that can be removed without material damage to the Building or the Land. Operator shall not, however, permit any security instruments to be filed or maintained against the Building itself or the underlying Land without the County's prior written approval, which may be withheld for any reason in the County's sole and absolute discretion.

22. **Default by Operator.** If at any time the Operator:

- (a) defaults in the payment of any rent on the day it is due and payable;
- (b) fails to properly operate and maintain the Premises; or
- (d) fails to perform any other material covenant under this Agreement,

the County shall provide Operator with written notice of such failure and a reasonable opportunity to cure. If, after written notice and a reasonable opportunity to cure, Operator fails to cure its failure, the County may declare the Agreement term ended and/or pursue any other remedies available to it under this Agreement or Nevada law.

23. **County's Remedies.** If the alleged breach is for the nonpayment of rent, security, insurance premiums, garbage service, or taxes in violation of the terms of this Agreement, the County may not declare this Agreement in default until the nonpayment continues for thirty (30) days after written notice from the County to the Operator.

24. **Default by County.** If at any time the County fails or refuses to perform any of the provisions, covenants or conditions of this Agreement on the County's part to be kept or performed, then Operator, prior to exercising any right or remedy Operator may have against County on account of such default, shall give written notice to the County of such default, specifying in said notice the default with which the County is charged and the County shall not be deemed in default if the same is cured within ninety (90) days. If, after written notice and an opportunity to cure, the County still fails to cure its failure, then Operator may: (a) declare the Agreement term ended, (b) remove and/or dispose of any or all of the furniture, fixtures, equipment, and other personal property located on the Premises; and/or (c) pursue any other remedies available to it under this Agreement or Nevada law.

25. **Repair Obligations.** During the continuance of this Agreement, Operator shall keep in good state of repair and in decent, safe and sanitary condition all buildings, furnishings, fixtures, and equipment on the Premises including that which Operator has, brings, constructs, or places upon the Premises.

26. **Concessions and Fees.** Operator shall have the right to charge participants for its services and to sell or rent goods related to recreational activities on the Premises, as well as food

and beverages. All revenue generated from concessions and fees are the sole property of the Operator.

27. **Reports and Inspections.** Upon reasonable written request, Operator shall provide County with copies of any reports customarily prepared and maintained by Operator during its normal course of operating, managing and maintaining the Premises regarding maintenance and repairs. Operator shall permit the County and the County's agents, servants and employees reasonable access to all areas of the Premises for the purpose of inspecting Operator's performance of duties described in this Agreement including, without limitation, any furnishings, fixtures and equipment on the Premises during regular business hours, provided that the County first provides Operator with at least forty-eight (48) hours' notice, and further provided that such inspections do not unreasonably interfere with Operator's ability to conduct its usual business on the Premises.

28. **Ice Skating Programming.** On a seasonal basis, Operator shall provide County a schedule of programs offered to the general public and shall be required to provide a presentation related to the programming and operation of the Premises to the Open Space and Park Commission or the Board of County Commissioners upon reasonable notice by the County to Operator.

29. **Not a Partnership or Joint Venture.** The parties to this Agreement are not partners or joint venturers with each other and nothing herein shall be construed to make them partners or joint venturers or impose any liability as such on either of them.

30. **Quiet Enjoyment.** So long as the Operator keeps and performs all of its covenants and conditions under this Agreement, it shall have quiet, undisturbed, and continued possession of the Premises, free from all claims against the County and all persons claiming under, by, or through the County.

31. **Force Majeure.** If either party is delayed, hindered, or prevented from performing any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive government laws or regulations, riots, insurrection, the act, failure to act or default of the other party, war, or other reason beyond its control, then performance of the act shall be excused for the period of the delay. In that event, the period for the performance of the act shall be extended for a period equivalent to the period of the delay.

32. **Estoppel Certificates.** Either party or their authorized representative shall, without charge, at any time and from time-to-time hereafter, within ten days after the other party's written request, certify by instrument duly executed and acknowledged to the other party, or any other person, firm, or corporation specified in the request as to:

- (a) Whether this Agreement has supplemented or amended, and, if so, the substance and manner of the supplement or amendment;
- (b) The validity and force and effect of this Agreement;
- (c) The existence of any default;
- (d) The existence of any offsets, counterclaims, or defenses on the part of the other party;
- (e) The commencement and expiration dates of the term of this Agreement; and
- (f) All other matters that may reasonably be so requested.

Any such certificate may be relied upon by the party who requested it and any other person, firm, or corporation to whom it may be exhibited or delivered, and the contents of the certificate shall be binding on the party executing it.

33. **No recourse.** Notwithstanding anything to the contrary, the County shall look solely to the interest of the Operator hereunder for the satisfaction of any remedy it may have hereunder or in connection herewith and shall not look to any other assets of the Operator or of any other person, firm or corporation. No personal liability shall attach to any of Operator's present or future shareholders, officers, directors, managers, agents, employees or other representatives, or any of its or their successors or assigns, for any obligation hereunder or in connection herewith. If County allows the Operator to assign its interest, Operator shall be completely relieved of all liability hereunder or in connection herewith, regardless whether accrued at the time of assignment and whether a cause of action exists at such time or arises thereafter.

34. **Assignment.** Operator shall not assign this Agreement without first obtaining the County's prior written consent. If the County agrees to permit such assignment, Operator acknowledges that the County may be required to comply with the Nevada Revised Statutes to process such arrangement. This provision shall not be applicable to Operator's normal programs and short term fund- raising events.

35. **Providing Consent.** County shall not unreasonably withhold, condition, or delay its consent, permission, or approval for any act which may be required or desired by the Operator under the provisions of this Agreement.

36. **Tax Deductions and Credits.** Only GRCISA may take deductions and credits for the buildings, structures, improvements, changes, alterations, repairs, additions, and installations, and for their depreciation or cost recovery.

37. **Non-waiver.** No waiver of a breach of any covenant in this Agreement shall be construed to be a waiver of any succeeding breach of the same covenant. No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

38. **Written Modifications.** No modification, release, discharge, or waiver of any provision hereof shall be of any force, effect, or value unless signed by the party to be charged.

39. **Notices.** All notices between the parties in connection with this Agreement shall be given by registered or certified mail, deposited in the United States mails with postage prepaid. Notice shall be deemed received three days after mailing. The notices shall be addressed as follows:

For the County:

Attn: Community Services Department Director
1001 E. Ninth Street
Reno, Nevada 89512

For the Subtenant:

Greater Reno Community Ice Skating Association
Attn: Chris O'Neal

Operation and Maintenance Agreement

15500 Wedge Parkway
Reno, Nevada 89511

With a copy to:

Richard D. Williamson, Esq.
Robertson, Johnson, Miller & Williamson
50 West Liberty Street, Suite 600
Reno, Nevada 89501

Either party may change the place for giving notice by written notice in the manner set forth in this Section.

40. **Headings.** Headings in this Agreement are for convenience and reference only and shall not be used to interpret or construe its provisions.

41. **Time of essence.** Time is expressly declared to be of the essence of this Agreement.

42. **Survival of Terms.** All terms of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

43. **No Third Party Beneficiaries.** This Agreement shall be binding upon and inure solely to the benefit of the parties hereto and their respective successors and permitted assigns and nothing in this Agreement, express or implied, is intended to or shall confer upon any Person other than the parties and their respective successors and permitted assigns any legal or equitable right, benefit or remedy of any nature under or by reason of this Agreement.

44. **Entire Agreement, Amendment.** This Agreement along with the Development Agreement, and the Ground Lease,— all of which should be construed together and in harmony — constitute the Parties' entire understanding concerning the subject matter of this Agreement and these understandings supersede all prior oral or written understandings or discussions of any kind relating to this subject matter. No modification or amendment to this Agreement shall be binding upon the Parties unless the same is in writing and signed by the respective parties hereto.

45. **Severability.** If any provision of this Agreement is determined to be illegal, invalid, or unenforceable, the provision shall be deleted and the parties shall, if possible, agree on a legal, valid, and enforceable substitute provision that is as similar in effect to the deleted provision as possible. Regardless, however, the remaining portion of the Agreement shall remain valid and effective for the term remaining unless the provision found illegal, invalid, or unenforceable goes to the essence of this Agreement.

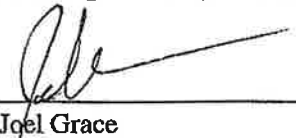
46. **Applicable Law And Exclusive Forum.** This Agreement and the performance of the duties described in the Agreement are governed, interpreted and construed in accordance with Nevada law, without regard to choice of law principles. Each party consents to personal jurisdiction and exclusive venue in the Second Judicial District Court in and for the County of Washoe located in Washoe County, Nevada. All rights and remedies specified herein are in addition to any other rights or remedies at law or in equity, unless designated as an exclusive remedy in this Agreement.

47. **Right of First Refusal.** In addition to Operator's other rights under this Agreement, and to the greatest extent permitted under Nevada law, Operator shall have a right of first refusal to purchase the Premises. During the term of this Agreement or any extension or renewal thereof, Operator shall have the ongoing right to purchase all or any part of the Premises upon the same terms and conditions as are contained in any bona fide sales agreement which the County, or its successors and assigns, is inclined to accept. The County shall promptly send to Operator a copy of such sales agreement within ten (10) days of the County's receipt, and Operator shall have thirty (30) days after receipt of said agreement from the County to exercise this right to purchase.

IN WITNESS WHEREOF, the parties have executed this agreement effective as of the date first written above.

OPERATOR:

Greater Reno Community Ice Skating Association,
a Nevada non-profit corporation

By: 
Name: Joel Grace
Title: President

COUNTY:

WASHOE COUNTY, a political subdivision of the State of Nevada

By: 