

LEASE AGREEMENT

This Agreement is made and entered into this ___day of September, 2018 by the Washoe County School District, hereinafter “the District”, and Washoe County, a political subdivision of the State of Nevada, hereinafter “County.”

WITNESSETH:

WHEREAS, the District is the sole owner of the Premises located at **405 Short Street, Gerlach, NV** consisting of approximately **11,151 square feet** of space together with parking areas, grounds and entrances, property which is not currently needed for the public purposes of the District; and,

WHEREAS, District and County are public agencies as defined at NRS 277.050(1) and District desires to lease to County a mobile home lot in Gerlach, Nevada, for County to place modular housing which will be used exclusively for residential purposes for County employees assigned to work in Gerlach, Nevada; and,

WHEREAS, County and District have engaged in negotiations over the terms and conditions of an agreement allowing County use of the premises for the aforementioned public purpose and desire by this Agreement to define their respective rights, duties and liabilities relating to the lease of the Premises; and,

WHEREAS, District desires to convey the mobile home lot pursuant to NRS 277.053 by way of a lease to County upon terms more specifically described herein;

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

TERMS

1. Term and Renewal: This Agreement shall commence on **September 1, 2018** and shall terminate on **September 1, 2021** unless sooner terminated by either party as provided for herein. The Parties to this Agreement may renew by mutual agreement for an additional year upon 90 days’ written notice by County of its desire to renew for a second year provided to the District.

2. Termination: Either party may terminate this agreement for any reason upon 90 days written notice without penalty, charge, or sanction of any kind. Upon termination of this agreement, County shall quit the Premises peaceably, with no damage to the Premises, normal wear and tear excepted, and remove all of its property therein.

3. Lease Amount: The District agrees to rent to County, the Premises, described above, for its sole use and operation in consideration of (\$1.00) One Dollar per month, which payment shall be paid on or before the 1st of each month.

4. Exclusive Use: County agrees the property shall only be used by County or Truckee Meadows Fire Protection District employees, and only for residential purposes, and that any other such use shall be a breach of the Agreement unless another use is agreed to in writing by the District. County 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 or this Agreement. The Premises shall not be used for storage, transfer, processing, or any similar use of any toxic or hazardous materials.

5. Condition, Alterations and Improvements:

A. Property "as is": County understands and agrees to lease the premises and all property affixed to the premises "as is" with no expectation of improvements or changes by the District unless otherwise described herein.

B. Improvements and Repairs: District 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 District shall deem desirable or necessary.

D. Keys and Codes: District shall provide any and all keys and codes for all locks and access to the Premises.

E. Repairs: Lessee agrees that all damage done to the Premises by Lessee or its invitees, assigns, or any person present because of Lessee's occupation of the Premises, shall be paid by Lessee.

6. Utilities: County shall pay for all utilities including, but not limited to, propane, electric, telephone, internet, and trash pickup, including all costs of initiating service for any such utilities.

7. Maintenance: County agrees to maintain the premises in a clean and orderly manner at all times, including, but not limited to removal of weeds and vegetation.

8. Right of Entry and Inspection: Upon reasonable notice, the District retains the right to enter and inspect the premises and grounds from time to time.

9. Non-Assignment by County. County shall not assign, sublet, or otherwise transfer any of its interest to any third party without first obtaining the written consent of District.

10. Insurance: County is responsible for the purchase of all insurance which it desires to purchase for the modular housing being placed on the premises. In addition, County agrees to the insurance requirements attached hereto as Appendix A.

11. Indemnification/Hold Harmless:

County and District will not waive and intend to assert available defenses and limitations contained in Chapter 41 of the Nevada Revised Statutes. Contract liability of both parties shall not be subject to punitive damages.

To the extent limited in accordance with NRS 41.0305 to NRS 41.039, County agrees to indemnify, hold harmless and defend District and the employees, officers and agents of District from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorneys' fees and costs, to the extent that such liabilities, damages, losses, claims, actions or proceedings are caused by the negligence, errors, omissions, recklessness or intentional misconduct of County or the employees or agents of the County in the performance of the contract, to the full extent allowed by law. County will assert the defense of sovereign immunity as appropriate in all cases. County indemnity obligations for actions sounding in tort is limited in accordance with the provisions of NRS 41.035 to \$100,000 per cause of action.

To the extent limited in accordance with NRS 41.0305 to NRS 41.039, District agrees to indemnify, hold harmless and defend County and the employees, officers and agents of County from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorneys' fees and costs, to the extent that such liabilities, damages, losses, claims, actions or proceedings are caused by the negligence, errors, omissions, recklessness or intentional misconduct of District or the employees or agents of the District in the performance of the contract, to the full extent allowed by law. District will assert the defense of sovereign immunity as appropriate in all cases. District indemnity obligations for actions sounding in tort is limited in accordance with the provisions of NRS 41.035 to \$100,000 per cause of action.

12. Applicable Law and Exclusive Forum: The parties agree that this Agreement is entered into in the State of Nevada and shall therefore be governed by the laws of Nevada without resort to conflict of laws principles. The parties also consent to jurisdiction in the state and federal courts of Nevada and agree that such courts shall have exclusive jurisdiction over disputes arising out of the interpretation of this Agreement.

13. Entire Agreement: This Agreement constitutes the entire agreement between the parties and supersedes all other proposals and representations, both oral and written, covering the subject matter hereof.

14. Severability: If any provision of this Agreement is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, 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. The remaining portion of the Agreement not declared illegal, invalid, or unenforceable shall, in any event, remain valid and effective for the term remaining unless the provision found illegal, invalid, or unenforceable goes to the essence of this Agreement.

15. Notice: When by the terms of this Agreement written notice is required to be sent, such notice shall be deemed sufficient if sent by regular mail, postage prepaid to the parties at the addresses appearing below. Notice shall be deemed received three days following mailing. For any matter relating to this Agreement, correspondence shall be addressed:

As to the District: Adam T. Searcy, P.E.
Chief Facilities Management Officer
Washoe County School District
14101 Old Virginia Road
Reno, NV 89521
775-789-3838

As to County: _____

IN WITNESS WHEREOF, the District and County have duly affixed their signatures:

By _____
Marsha Berkbighler, Chair

By _____
Pete Etchart, Chief Operating Officer

Dated: _____

Dated: _____

Attest: _____

Attest: _____