

**INTERLOCAL CONTRACT FOR THE LEASE OF PROPERTY**

**HISTORIC WESTSIDE SCHOOL**

THIS INTERLOCAL CONTRACT FOR THE LEASE OF PROPERTY, ("Lease") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the CITY OF LAS VEGAS, a Nevada political subdivision ("Landlord"), and the BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION, ON BEHALF OF THE COLLEGE OF SOUTHERN NEVADA ("Tenant"). Landlord and Tenant are individually referred to herein as a "Party" and collectively referred to herein as "Parties".

**RECITALS**

WHEREAS, Landlord is the owner of the project located at 330 West Washington Avenue (the "1923 Building") and 350 West Washington Avenue (the "1948 Building") in Las Vegas, Nevada, located as shown on Exhibit "A" attached hereto (collectively, the "Project"); and

WHEREAS, pursuant to NRS 277.180, the City may enter into contracts with other public agencies for the performance of any government service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform;

WHEREAS, Landlord and Tenant entered into that certain Sublease Agreement dated June 2, 2021 (the "Sublease") whereby Landlord leased to Tenant the Premises (defined below).

WHEREAS, Landlord and Tenant mutually desire to terminate the Sublease and enter into this Lease whereby Landlord leases to Tenant, and Tenant leases from Landlord, the Premises.

NOW, THEREFORE, for and in consideration of the foregoing and the covenants, terms and conditions herein contained, the Parties agree as follows:

**1. TERMINATION OF SUBLEASE; LEASE OF PREMISES.**

Landlord and Tenant mutually agree that the Sublease is hereby terminated as of the Commencement Date (defined below) and no longer in force and effect as of the Commencement Date.

Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord in accordance with the provisions of this Lease (including Tenant's parking rights under Section 34 below), a combined total of 823 square feet of gross leasable area in the Project (the "Premises") as depicted in Exhibit "B" attached hereto, and further described below:

**A. Suite 118 (1948 Building) - 823 square feet of gross leasable area.**

The portion of Premises leased is only used for a Permitted Use as defined in Section 11.A below; and while Tenant continues to occupy the Premises it remains fully liable to pay the monthly Common Area Maintenance ("CAM") Payments to Landlord.

Tenant agrees that Landlord and any authorized representative of Landlord (the "Landlord Representative") shall have the right at all reasonable times to enter upon and to examine and inspect the Premises so long as Landlord does not unreasonably disrupt Tenant's business operations. Tenant further agrees that Landlord and any Landlord Representative shall have such rights of access to the Premises as may be reasonably necessary to cause the proper maintenance of the Premises in the event of failure by Tenant to perform its obligations hereunder.

**2. TERM OF LEASE; EXTENSION OPTIONS.**

Unless earlier terminated pursuant to the terms of this Lease, this Lease shall be for an initial term of ten (10) years (the "Term"), beginning on the Commencement Date and expiring on the last day of the 120<sup>th</sup> month after the Commencement Date. If Landlord is unable to timely deliver the Premises by the Commencement Date, CAM Payments (defined below) and all other sums payable by Tenant shall abate for the period of delay. Tenant shall make no other claim against Landlord for any such delay or have any right to terminate this Lease unless such delay exceeds one hundred eighty (180) days.

Tenant shall have two (2) options to extend the Term on the same terms and conditions for a period of ten (10) years each by providing written notice to Landlord no later than one (1) year prior to the then expiration date of the Term. Tenant's right to exercise an option to extend the Term is contingent upon (i) Tenant not being in default in the payment of any sums due under this Lease either (x) at the time of the attempted exercise of an option or (y) at the time of the commencement of an option Term and (ii) Tenant not being in default of any other material obligation of any other terms of the Lease either (x) at the time of the attempted exercise of an option or (y) at the time of the commencement of an option Term. The Parties agree to enter into a written memorialization of each such option Term.

Any reference to "Term" in this Lease shall include the Initial Term and any option Term.

**3. LEASE COMMENCEMENT DATE.**

The lease commencement date (herein "Commencement Date") of the Term shall be the first day of the first calendar month after the date of City Council approval of the Lease Agreement. The term "Lease Year" as used herein shall mean each twelve (12) full calendar month period starting on the Commencement Date and on each anniversary date of the Commencement Date.

**4. RENT**

Throughout the Term, including option terms, Tenant shall not be required to make any rental payments to Landlord.

**5. COMMON AREA MAINTENANCE (CAM) EXPENSES.**

Throughout the term of this Lease, Tenant shall reimburse the Landlord for Tenant's proportionate share of all common area maintenance costs and expenses incurred by Landlord including, but not limited to: upkeep, repairs, replacements and improvements in common areas, roofs, exterior walls (including

paint), landscape maintenance, vehicular and pedestrian gates, exterior lighting, exterior signage, cleaning of common restrooms, trash removal from designated central trash collection area, utility services to common areas including cable and internet services contracted by Landlord, fire line water service charges, exterior security of Project is provided by City Marshal patrols, real and/or personal property taxes (as applicable), premiums for liability insurance required to be maintained by Landlord under this Lease, property damage, and fire insurance which insure the Project ("CAM Charges").

Commencing on the Commencement Date, Tenant shall reimburse Landlord for Tenant's Share of estimated CAM Charges in monthly installments (the "CAM Payment"). Starting from the Commencement Date, without demand, offset or reduction except as otherwise set forth herein, payable monthly in advance to Landlord at City of Las Vegas Department of Finance Services, 495 South Main Street, 4<sup>th</sup> Floor, Las Vegas, Nevada 89101.

Landlord agrees that for the first year of the Lease Term commencing on the Commencement Date, the CAM Payment will be \$0.36 per square foot in the Premises for a monthly CAM Payment of \$296.28. The CAM Payment may be adjusted by Landlord to reflect actual increases in the costs covered by such CAM Payments with notice to Tenant, beginning on the second anniversary of the Commencement Date and every anniversary thereafter. Should Landlord elect to adjust the CAM Payment, at least sixty (60) days prior to the adjusted CAM Payment going into effect, Landlord shall provide written notification to Tenant advising the amount and effective date of the new CAM Payment. Landlord shall limit any CAM Payment increase to an amount not to exceed five percent (5%) of the prior year's CAM Payment.

Following the first anniversary of the Commencement Date, on or before October 1 of each calendar year, Landlord shall furnish Tenant annually with a statement covering Landlord's most recently ended fiscal year starting from July 1 of the previous calendar year to June 30 of the current calendar year ("Fiscal Year"), showing the total CAM Charges, amount of Tenant's Share as well as the total CAM Payments made by Tenant, all with respect to such Fiscal Year. If Tenant's total CAM Payments made exceed Tenant's Share of CAM Charges for such Fiscal Year, Landlord shall credit the excess amount against future CAM Payments due from Tenant thereafter in the order such payments are due. Tenant shall have the right to audit Landlord's books and records to verify the accuracy of the CAM Charges.

Any and all other amounts payable by Tenant under this Lease, if not paid within ten (10) days following written notice from Landlord that same is due is subject to a five percent (5%) late charge, which must be included with any late payment. Any amounts not paid by Tenant within thirty (30) days of when due shall bear interest at the rate of ten percent (10%) per annum from the date due until paid which must be included with any late payment.

## 6. CONDITION OF PREMISES.

Tenant hereby agrees that it is accepting the Premises in their current state of improvement and condition and has fully investigated the suitability of the Premises for Tenant's intended use of the Premises. Tenant acknowledges that its lease of the Premises is on an "as-is" "where-is" and "with all faults" basis without any implied warranties. Tenant agrees that Landlord will not be providing any funds or services for the improvement or alteration of the Premises.

7. **TENANT REPRESENTATIONS.**

The Project Borrower represents, covenants and warrants to the City as follows:

**A. DUE ORGANIZATION AND EXISTENCE.**

The College of Southern Nevada is an entity of the Nevada System of Higher Education (NSHE) duly organized, validly existing and in good standing under the Nevada Constitution and the laws of Nevada and is qualified to do business in the State of Nevada pursuant to, and in accordance with, such laws; has a Division of Economic & Workforce Development (DWED) that will utilize the Premises; has power to enter into this Lease; is possessed of full power to own, hold, lease and sell real and personal property; and has duly authorized the execution and delivery of all of the aforesaid agreements.

**B. AUTHORIZATION.**

This Lease and all agreements and instruments contemplated by this Lease to which Tenant is a party or signatory have been duly authorized, executed, and delivered by Tenant and constitute the legal, valid and binding obligations of Tenant enforceable in accordance with their terms. All requisite organizational action of Tenant has been taken to authorize the execution, delivery and performance of this Lease and all transactions contemplated hereby. Notwithstanding any provision of this Lease to the contrary, Landlord acknowledges and agrees that this Lease is subject to approval of the Board of Regents of the Nevada System of Higher Education.

**C. NO VIOLATIONS.**

Neither the execution and delivery of this Lease, nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which Tenant is now a party or by which Tenant is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of Tenant, or upon the Facility.

**D. NO ADVERSE ACTION.**

There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, governmental agency, public board or body, pending or, to the knowledge of Tenant, threatened against Tenant or its properties or operations: (i) in any way contesting or affecting the validity of this Lease, the application of any moneys or security provided for the payment of CAM Charges, or (iii) which, if determined adversely to the interests of Tenant or its interests, would have a material and adverse effect on the consummation of the transactions contemplated by, or the validity of, this Lease.

**8. SERVICES.**

**A. LANDLORD'S OBLIGATIONS.**

Landlord shall provide all janitorial and maintenance services with respect to the exterior of the Project as well as common areas (including common restrooms and hallways), maintenance of the landscaped areas, as well as parking lot and sidewalks. In addition, Landlord shall cause the removal of trash and rubbish from the designated central collection area for said items. Also, Landlord will provide for the exterior security of the project through periodic City Marshal patrols seven (7) days per week. Exterior security measures will be subject to change as required by Landlord. All such related costs and expenses incurred by Landlord shall be included in CAM Charges.

**B. TENANT'S OBLIGATIONS.**

Tenant shall pay the cost of all janitorial services with respect to the interior of the Premises, as well as the maintenance and replacement of all light bulbs, tubes, ballasts, and starters (as needed) within the interior of the Premises. Tenant acknowledges that Landlord will not be providing security or other protection services of any sort for the interior of the Premises other than providing for the exterior security of the Project and Landlord has no obligation to provide such services for the interior of the Premises. At a minimum, exterior security of the Project includes perimeter fencing, access gates, City Deputy Marshal patrols for which the days and hours of service may vary depending upon the need for on-site security presence.

**9. UTILITIES.**

The Tenant shall pay the cost for all utilities or services furnished to the Premises as required by the Tenant for use and occupation of the Premises, including but not limited to electricity, natural gas, water, telephone, cable, internet, security system if any, and other utility or service.

To the fullest extent possible, Tenant shall contract with and pay directly the appropriate supplier of any utilities and services furnished to the Premises. The utilities and services that Tenant shall contract with and pay directly include: electricity, telephone, cable, water and security system if any. Tenant agrees that as part of the improvements to be installed pursuant to Section 13, it will install those improvements necessary for all water usage by Tenant to be separately metered to the Premises and directly billed to and paid by Tenant.

Any other utilities or services used or consumed by Tenant on the Premises that are not separately metered to and/or paid directly by Tenant, will be paid by Landlord and invoiced to Tenant by pro-rating the cost thereof to all tenants who use or consume each utility or service based on gross leasable square footage within such tenants' premises as such square footage bears to the entire gross leasable square footage of the 1948 Building. Each tenant in the 1948 Building will be invoiced by Landlord for their pro-rata cost of the utility or service and shall pay Landlord said amount within thirty (30) days from the date of the invoice.

Tenant acknowledges that Premises are designed to provide standard office use electrical facilities and standard office lighting. Tenant shall not use any equipment or devices that utilize excessive amounts of electrical energy or which may, in Landlord's reasonable opinion, overload the wiring or interfere with electrical services to other tenants.

**10. REPAIRS AND MAINTENANCE.**

**A. LANDLORD**

Landlord will maintain and repair, in a manner generally consistent with the maintenance and repair of similar properties controlled by Landlord, the exterior and structure of the Project, including: (i) electrical, plumbing, HVAC components and all building systems and/or fixtures serving the Premises; (ii) roof and all structural components including walls and foundation of the Premises; and, (iii) all common areas and elements of the Project (including but not limited to the connections for all utilities). All such costs shall be included as CAM Charges. If Landlord fails, after receiving thirty (30) days prior written notice from Tenant, to cure such default (except that, in an emergency, Tenant need not provide such notice or period to cure), Tenant may contract with appropriate service professionals to perform the maintenance and repairs. Tenant shall submit paid invoices (with proof of payments) for the costs of any professional services relative to said maintenance and repairs to Landlord for reimbursement. Subject to Landlord's review and approval of any paid invoices, Landlord will reimburse Tenant within 30 days of receipt of each paid invoice. In addition, Tenant shall have the right and option to deduct the cost of any such repairs from the CAM Charges so long as Tenant provides Landlord with paid invoices (with proof of payments) no less than ten (10) days prior to deducting any amounts from CAM Charges. Tenant shall maintain the interior of the Premises and its furniture, fixtures and equipment located therein in a good and clean condition.

**B. TENANT**

Tenant will keep the Premises in good repair and condition at all times, reasonable wear and tear excepted. Tenant shall maintain the interior of the Premises and its furniture, fixtures and equipment located therein in a good repair and clean condition at all times. If Tenant fails after receiving thirty (30) days prior written notice from Landlord to cure any default of this obligation (except that, in an emergency, Landlord need not provide such notice or period to cure), Landlord may enter into the Premises and perform the maintenance and repairs and charge the costs to Tenant.

**11. USE OF PREMISES.**

**A. PERMITTED USES.**

Tenant agrees to use Premises solely for the purpose of conducting its business, the uses of which include classroom and general office consistent with the mission of Tenant which is dialysis training activities related thereto. Tenant will not use or permit the Premises to be used for any other purpose not described in this Section without the prior written consent of Landlord. Attached hereto as Exhibit "D" is a full and complete description of the dialysis training functions and days and hours of operation which Tenant agrees to operate in the Premises ("Required Uses"). Tenant agrees that in the event that Tenant does not operate the full Required

Uses in the Premises for (i) thirty (30) consecutive days or (ii) for a collective total of sixty (60) total days during a Lease Year or (iii) otherwise abandons the Premises, Tenant will be in default of this Lease pursuant to Section 24A.

**12. LAWS, WASTE, NUISANCE.**

Tenant covenants that it:

A. Will not use or suffer or permit any person or persons to use the Premises or any part thereof for conducting thereon any activity not authorized in this Lease;

B. Will comply with all laws, ordinances, regulations and requirements relating to Tenant's particular use of the Premises, now in force or which hereafter may be in force, of any lawful governmental body or authority having jurisdiction over the Premises; and

C. Will not suffer, permit or commit any nuisance or waste on the Premises.

**13. IMPROVEMENTS.**

Tenant, at its sole cost and expense, shall diligently perform all of Tenant's Work as set forth in Exhibit "C" and shall equip the Premises with all trade fixtures and personal property suitable or appropriate for the regular and normal operation of the type of business in which Tenant is engaged. All materials, furnishings, trade fixtures, personal property, furniture and fixtures shall be new or of like-new quality. Tenant agrees that all such work shall be in completed in strict compliance with this Section 13.

At any time during the Term, Tenant, at its expense, may make non-structural alterations, additions or improvements in and to the Premises with Landlord's prior approval, provided that such approval shall not be unreasonably withheld, conditioned or delayed. Any such alteration, addition or improvement shall be performed in a workmanlike manner, in accordance with all applicable governmental regulations and requirements, and shall not weaken or impair the structural strength of the Premises.

Title to any improvements or alterations made by Tenant will vest in Landlord at the end of the Term, and Tenant will deliver such documents of conveyance thereof as Landlord may reasonably request (including without limitation assignments of any outstanding warranties), and Landlord agrees to accept the Premises with such improvements and alterations. Tenant may place such trade fixtures, personal property, machinery, furniture, equipment and the like on the Premises as it may desire at its own expense. Tenant may remove all or any items of fixtures of personal property prior or at the expiration or termination of this Lease.

Tenant may make alterations and additions to the Premises so long as the same are not structural and are done in a good and workmanlike manner and in compliance with all applicable laws. All structural alterations or additions to the Premises shall require the prior approval of Landlord, which shall not be unreasonably withheld or delayed.

In the event Tenant shall at any time during the term of this Lease Agreement cause any changes, alterations, additions to the Premises (including the Tenant Improvements), or other work to be done or performed or materials to be supplied, in or upon the Premises, Tenant shall pay, when due, all sums of money that may become due for, or purporting to be for, any labor, services, materials, supplies or equipment furnished or alleged to have been furnished to or for Tenant in, upon or about the Premises and which may be secured by a mechanics', materialmen's or other lien against the Premises or Tenant's interest therein, and will cause each such lien to be fully discharged and released at the time the performance of any obligation secured by any such lien matures or becomes due, except that, if Tenant desires to contest any such lien, it may do so as long as such contest is in good faith. If any such lien shall be reduced to final judgment and such judgment or such process as may be issued for the enforcement thereof is not promptly stayed, or if so stayed and said stay thereafter expires, Tenant shall forthwith pay and discharge said judgment. . Tenant may not begin any improvements in the Project until Tenant has delivered evidence satisfactory to Landlord that Tenant has complied with the terms of this Section 13.

**14. PAYMENT OF TAXES.**

Tenant shall be responsible for any taxes on its personal property located at the Premises or for real property taxes assessed for its possessory use of the Premises. Landlord shall have no responsibility or liability to pay any personal property taxes because of any personal property brought upon or used by Tenant in connection with the Premises and/or any real property taxes due to its possessory use of the Premises, and Tenant agrees to pay, and to indemnify Landlord concerning, any such taxes that may be assessed.

**15. COMPLIANCE WITH THE LAW.**

Landlord shall promptly execute and comply with all statutes, rules, orders, building codes, ordinances, requirements and regulations of the City, County, State and Federal governments, including OSHA, the Americans with Disabilities Act of 1990 (42 USC Sections 12101 through 12213 and 47 USC Section 225.611) and their underlying regulations and rules, which are applicable to the Premises and Tenant's operations in the Premises. Nothing herein contained shall be construed to restrict the Landlord from contesting the validity of any such regulation, rule or ordinance, provided the Landlord indemnifies the Tenant to its reasonable satisfaction against the consequences of non-compliance during the period of dispute.

Tenant shall promptly execute and comply with all statutes, rules, orders, building codes, ordinances, requirements and regulations of the City, County, State and Federal governments, including OSHA, the Americans with Disabilities Act of 1990 (42 USC Sections 12101 through 12213 and 47 USC Section 225.611) and their underlying regulations and rules, which are applicable to Tenant's particular use of the Premises. Nothing herein contained shall be construed to restrict the Tenant from contesting the validity of any such regulation, rule or ordinance, provided the Tenant indemnifies the Landlord to its reasonable satisfaction against the consequences of non-compliance during the period of dispute.

**16. INDEMNIFICATION AND INSURANCE.**

In accordance with the limitations of NRS 41.0305 to NRS 41.039, Tenant agrees to indemnify and hold Landlord, its officers, elected officials, employees, and agents harmless from any loss, damage, liability, cost or expense to the person or property of another which was caused by an act or omission of the Tenant, its officers, employees, and agents under this Lease. Tenant's indemnity obligation in tort is limited in accordance with NRS 41.035. Tenant will assert the defense of sovereign immunity in all legal actions. Tenant participates in the self-insurance program of the State of Nevada and will provide a statement of participation upon request.

In accordance with the limitations of NRS 41.0305 to NRS 41.039, Landlord agrees to indemnify and hold Tenant, its officers, regents, employees, and agents harmless from any loss, damage, liability, cost or expense to the person or property of another which was caused by an act or omission of the Landlord, its officers, employees, and agents under this Lease. Landlord's indemnity obligation in tort is in accordance with NRS 41.035. Landlord will assert the defense of sovereign immunity in all legal actions.

Landlord will maintain self-insurance for liabilities covering injury, death, disability or illness of any person, or damage to property, occurring on the Project (but specifically excluding Tenant's personal property located at the Premises and the improvements made by Tenant to the interior of the Premises). Landlord will also maintain fire and all risk insurance in an amount equal to the replacement cost of the Project, including the improvements made thereto by Tenant. Landlord is self-insured. This self-insured liability program is established through a funded reserve system appropriately known as the "Self-Insurance Liability Trust Fund" and is supported by an annual budgetary allocation. Landlord shall provide self-insurance at least equal to the insurance to which the Tenant would be entitled as an additional insured had Landlord purchased General Liability and Automobile Liability Insurance each in an amount of not less than Two Million Dollars (\$2,000,000) combined single limit bodily injury and broad form property damage coverage, including broad form contractual liability, with respect to the Premises

**17. WAIVER OF SUBROGATION.**

Tenant and Landlord, each waives any right of subrogation that it might otherwise have against the other party.

**18. SURRENDER OF PREMISES.**

Upon expiration or other authorized termination of this Lease, Tenant shall surrender the Premises in the same condition as they were in at the commencement of this Lease except for additions, alterations or changes specifically authorized by Landlord and reasonable wear and tear, and shall deliver all keys to Landlord. Before surrendering the Premises, Tenant shall remove all of its personal property, all signage and trade fixtures and shall repair any damage caused by such property or the removal thereof. If Tenant fails to remove such personal property and fixtures upon the expiration or other authorized termination of this Lease, the same shall be deemed abandoned and shall become the property of Landlord.

**19. HOLDING OVER.**

Any holding over by the Tenant after the expiration or other termination of the Term shall be construed to be a tenancy from month to month, terminable on one month's written notice and on all other terms and conditions of this Lease.

**20. SALE OF PREMISES.**

Landlord reserves the right at any time to sell, convey or otherwise transfer its interest in the Premises or any portion thereof and to assign this Lease in connection therewith, provided, however, that any such sale, conveyance or transfer shall be subject to the terms of this Lease.

**21. EMINENT DOMAIN.**

In the event the Premises, or any part thereof or interest therein, is taken or condemned for a public or quasi-public use, or is conveyed in lieu thereof (herein referred to as a "condemnation"), the rights of the Landlord and Tenant in respect of the condemnation proceeding shall be determined as provided herein. Any condemnation allowance or award or judgment relating thereto, allowed or awarded to the Landlord or Tenant and any interest thereon ("condemnation proceeds") will be paid as provided herein. If the condemnation results in a taking of a portion of the Premises, the condemnation proceeds will be applied in the following order: (i) to pay for the restoration of the affected areas of the Premises and any personal or other property of Tenant, unless the Lease is terminated, (ii) in reimbursement to Tenant of any amounts paid by it for real estate taxes or special assessments and which are included in the award, if any, constituting part of the award, and (iii) to Landlord and Tenant in proportion of the fee simple interest and leasehold interest taken or affected by the condemnation, unless this Lease is terminated.

In the event a substantial portion or all of the Premises is taken in condemnation proceedings, or any portion is taken and Tenant, in its reasonable judgment, cannot substantially continue to conduct business in the Premises contemplated under this Lease, then Tenant may either terminate this Lease by notice to Landlord or, at its option, retain the Premises. If the Lease is not terminated, the condemnation proceeds for the partial taking will be payable as provided herein. If this Lease is terminated as a result of such condemnation, then condemnation proceeds shall be used first to the payment of the loss of any fixtures, personal property and moving expenses of Tenant and the loss of Tenant's leasehold estate in connection with the condemnation and the balance to the Landlord.

In the event that any portion of the Premises are taken or adversely affected by a condemnation proceeding, then Landlord to the extent reasonably practicable, and weather permitting, shall restore that portion of the Premises taken or adversely affected by the condemnation, unless Tenant elects to terminate this Lease as provided herein. All restoration work shall be done in a diligent and good and workmanlike manner and shall be completed no later than sixty days after the occurrence of the condemnation. If Tenant cannot operate its business in the Premises as a result of a condemnation, and does not elect to terminate this Lease, then a proportionate allowance shall be made to Tenant for the CAM Charges, and all other sums payable by Tenant corresponding to the time during which, and to the part of the Premises of which, Tenant is so deprived on account of such taking and restoration.

**22. DAMAGE OR DESTRUCTION.**

A. Tenant shall give prompt notice to Landlord in case of fire or accidents in or near the Premises.

B. If the Premises are partially damaged by fire or other casualty, Landlord shall repair such damage at its cost, subject to Tenant's option contained in subsection C of this Section, and CAM Charges and all other sums payable by Tenant shall be abated according to the part of the Premises which remains unusable by Tenant until such repairs are completed. Landlord's obligation will be to restore the Premises to the condition prior to the completion of the Tenant Improvements and Tenant shall be obligated to restore the Tenant Improvements.

C. If the Premises are substantially or totally destroyed, or if the Premises are damaged so extensively that they cannot, in Tenant's opinion, be repaired within thirty (30) days after commencement of such repairs, then Tenant may, at its option, within thirty (30) days after such damage or destruction give Landlord written notice thereof and this Lease shall thereupon be canceled effective as of the date of the occurrence of such damage or destruction, or Tenant may elect to repair and rebuild, in which event this Lease shall remain in effect and CAM Charges and all other sums payable by Tenant shall be abated in proportion to the part of the Premises which are unusable by Tenant.

D. If any damage referred to in this Section is due in whole or in part to the act, neglect, fault or omission of Tenant, there shall be no abatement of sums payable by Tenant.

**23. ASSIGNMENT AND SUBLETTING.**

Tenant shall not transfer, assign, delegate, mortgage or hypothecate this Lease, in whole or in part, or permit the use of the Premises by any person or persons not authorized by this Lease, or sublet the Premises, or any part thereof, without the prior written consent of Landlord in each instance, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that Tenant shall have the right to assign this Lease or lease the Premises without Landlord's consent to any entity which controls, is controlled by or under common control with Tenant or any affiliate or in connection with a merger, acquisition, consolidation, reorganization or affiliation. The use by any assignee or subtenant shall comply with this Lease in all respects. Any assignment, encumbrance or lease contrary to the provisions of this Section 23 shall be null and void and constitute a breach by Tenant of this Lease.

**24. BREACH, DEFAULT AND REMEDIES.**

**A. TENANT DEFAULT.**

If one or more of the following events (sometimes called "Events of Default") will happen and be continuing:

(i) Tenant defaults in the payment CAM Payments or any other sums provided to be paid hereunder and such default continues for thirty (30) business days after Landlord has given Tenant written notice thereof; or

(ii) Tenant defaults in observance or performance of any other covenant, condition, agreement or provision hereof and Tenant fails to remedy such default within thirty (30) days after notice thereof from Landlord to Tenant specifying the nature of the default (or, in the event the default cannot be cured within such period, Tenant will fail to initiate action to remedy such default within said period and to prosecute the same to completion with due diligence);

then, Landlord may enforce the provisions of this Lease and enforce and protect the right of Landlord hereunder by a suit or suits in equity or at law for the specific performance of any covenant or agreement contained herein or for the enforcement of any other appropriate legal or equitable remedy. Landlord may in addition to any other remedy it may have under law or equity at its option terminate this Lease or reenter and retake possession, with or without terminating the Lease. In the case of reentry and repossession, Landlord shall give Tenant reasonable notification so that arrangements for the removal of property can be made. No remedy herein conferred will be considered exclusive of any other remedy conferred by this Lease or by law, but all such remedies will be cumulative. Every power and remedy given by this Lease may be exercised from time to time and as often as the occasion may arise. No delay or omission of either party to exercise any power, right or remedy will impair any such power, right or remedy. No waiver of any breach or any covenant, agreement or provision of this Lease will be construed or held to be a waiver of any other breach, covenant, agreement or provision by either party. Notwithstanding anything contained herein to the contrary, there shall be no acceleration of CAM Payments as a result of an event of default by Tenant under this Lease, provided, however, that Tenant shall remain obligated to pay all CAM Payments and all other amounts due under this Lease until the date of termination of the Lease. Landlord shall use commercially reasonable efforts to mitigate its damages in the event of a default by Tenant under this Lease.

#### **B. LANDLORD DEFAULT.**

If one or more of the following events will happen and be continuing: (a) Landlord defaults in the payment of any sum payable by it hereunder within thirty (30) days after receipt of notice thereof; or (b) Landlord defaults in the observance or performance of any other covenant, agreement or provision hereof and Landlord fails to remedy such default within thirty (30) days after notice thereof from Tenant to Landlord specifying the nature of the default or, in the event the default cannot be cured within such time period, Landlord will fail to initiate action to remedy such default within said period and to prosecute the same to completion with due diligence; provided, however, Landlord may not be accorded notice or an opportunity to cure if such default materially and adversely interferes with Tenant's conduct of business in the Premises or creates an emergency situation of an impending peril to either property or person. In such event, except as otherwise provided herein, Tenant's sole remedy will be to terminate this Lease upon written notice to Landlord. Notwithstanding any other provisions of this Lease, no obligation assumed by or imposed upon Landlord by this Lease shall require the performance of any act by Landlord, or the payment of any sums by Landlord, except to the extent, if any, that the cost and expense of such

performance and/or payment may be paid or reimbursed from the proceeds of funds legally available and provided to Landlord to the meet the cost and expense of such performance or payment.

**25. NO PARTNERSHIP.**

The Parties do not by this Lease, in any way or for any purpose, become a partner or joint venture of the other in the conduct of its business or otherwise.

**26. FORCE MAJEURE.**

Tenant and Landlord shall each be excused for the period of any delay in the performance of any obligation hereunder when prevented from doing so by cause or causes beyond that party's control, including labor disputes, civil commotion, war, governmental regulations or controls, pandemics, fire or other casualty, inability to obtain any material or services, or acts of God.

**27. NO WAIVER.**

Failure of either the Tenant or Landlord to insist upon the strict performance of any provision or to exercise any option hereunder in any one or more instances shall not be deemed a waiver or relinquishment of its right to do so in the future. No provision of this Lease shall be deemed to have been waived by Tenant or Landlord unless such waiver is in writing.

**28. BROKERS.**

Each party warrants and represents to the other that no broker, finder or other intermediary hired or employed by it is entitled to a commission, finder's fee or other compensation based upon the transaction contemplated by this Lease and hereby each party (the "Indemnitor") shall indemnify and hold harmless the other party from and against any and all liens, demands, liabilities, causes of action, judgments, costs, claims, damages, suits, losses and expenses, or any combination thereof, including attorneys' fees, of any nature, kind or description, caused by or arising out of the claim of any broker, finder or other intermediary alleging to have a been employed or hired by the Indemnitor, to a commission, finder's fee or other compensation based upon the transactions contemplated hereby.

**29. PROVISIONS BINDING.**

Except as otherwise provided, all provisions herein shall be binding upon and shall inure to the benefit of the Parties, their representatives, heirs, successors and assigns.

**30. NON-DISCRIMINATION.**

Tenant agrees that the Premises will not be segregated with respect to race, color, religion or national origin; that it will not segregate or discriminate on such grounds with respect to public utilization of or access to the Premises; and that it will comply with all federal laws and regulations that prohibit discrimination in connection with federally funded programs.

**31. ENTIRE AGREEMENT.**

This Lease, including any exhibits attached hereto, sets forth the entire agreement between the Parties relating to and concerning the Premises. Any prior conversations or writings concerning the Lease of the Premises are merged herein and extinguished. This Agreement includes Exhibits A, B, C and D attached hereto and incorporated herein by reference.

**32. CAPTIONS AND SECTION NUMBERS.**

The captions and section numbers appearing herein are inserted only as a matter of convenience and are not intended to define, limit, construe or describe the scope or intent of any section or paragraph.

**33. NOTICES.**

Any notice, demand, request, or other instrument which may be or is required to be given under this Lease shall be delivered in person or sent by certified mail, return receipt requested, and shall be sent to the following addresses or to such other addresses as the Parties may from time to time designate in writing:

If to the Landlord:           City of Las Vegas  
                                          Attn: Ryan Smith, Director  
                                          Economic and Urban Development Dept.  
                                          495 S. Main St., 6th Floor  
                                          Las Vegas, Nevada 89101

With a copy to:               City Attorney's Office  
                                          Attn: John Ridilla,  
                                          495 S. Main St., 6th Floor  
                                          Las Vegas, Nevada 89101

If to the Tenant:             College of Southern Nevada  
                                          Attn: Executive Director, Division of Workforce & Economic  
                                          Development  
                                          6375 West Charleston Blvd.  
                                          Las Vegas, NV 89146

With a copy to:               College of Southern Nevada  
                                          Attn: Purchasing Department  
                                          3200 E. Cheyenne Avenue  
                                          North Las Vegas, NV 89030

**34. PARKING.**

During the term of this Lease, Tenant along with other tenants of the Project shall be allowed to use available on-site parking for employee and Tenant invitee parking. Landlord reserves the right to assign numbered parking spaces upon the complete lease-up of the Project.

**35. ACCESS.**

Landlord and its agents will have the right to enter the Premises upon seventy-two (72) hours prior notice to Tenant to examine the condition of same or show the Premises to prospective tenants, or mortgagees, except for secured areas designated by Tenant. Notwithstanding the foregoing, Landlord shall not be required to furnish such notice to Tenant in the case of an emergency situation of impending peril to either person or property.

**36. ESTOPPELS.**

Tenant and Landlord agree to execute and deliver to the other party within fifteen (15) days from receipt of the other party's written request, estoppel certificates in a form acceptable to the requesting party, which certificates shall include information as to this Lease as required by the requesting party, including, without limitation, whether this Lease remains in full force and effect and whether Landlord or Tenant is in default of this Lease.

**37. MODIFICATION OR AMENDMENTS.**

Upon approval of the Lease by the City Council and after it has been fully executed by signature of all Parties, the Landlord designates the City Manager who shall have the authority to complete and execute any additional documents necessary for the completion of the intent of this contractual obligation during the original term of this Lease, such as amendments, adjustments to monetary revenue or expenditure not to exceed twenty five thousand dollars (\$25,000.00), and recordings and filing with the City Clerk's Office. No amendment, change or modification of this Lease shall be valid unless in writing and signed by both Landlord and Tenant.

**38. GOVERNING LAW.**

The interpretation and enforcement of this Lease shall be governed in all respects by the laws of the State of Nevada. The venue for any action to enforce or interpret this Lease shall be Clark County, Nevada.

**39. COUNTERPARTS.**

Each counterpart of this Lease shall be deemed to be an original and all of which together shall be deemed to be one and the same agreement. Delivery of this Lease may be accomplished by facsimile transmission of this Lease. In such event, the Parties hereto shall promptly thereafter deliver to each other executed counterpart originals of this Lease.

40. MEMORANDUM OF LEASE.

Neither this Lease, nor any memorandum thereof, shall be recorded.

41. FISCAL FUND-OUT TERMINATION.

Notwithstanding any other provision, term or condition of this Lease, Tenant, pursuant to Article 9, Section 3 of the Nevada Constitution may terminate this Lease in the event of any funding authority fails to appropriate funds to enable the obligations of this Lease to be fulfilled. Such termination shall be effective thirty (30) days after receipt of written notice from Tenant to terminate pursuant to this Section. Tenant shall not be considered in default of any provision, term or condition of this Lease by terminating pursuant to this Section 41.

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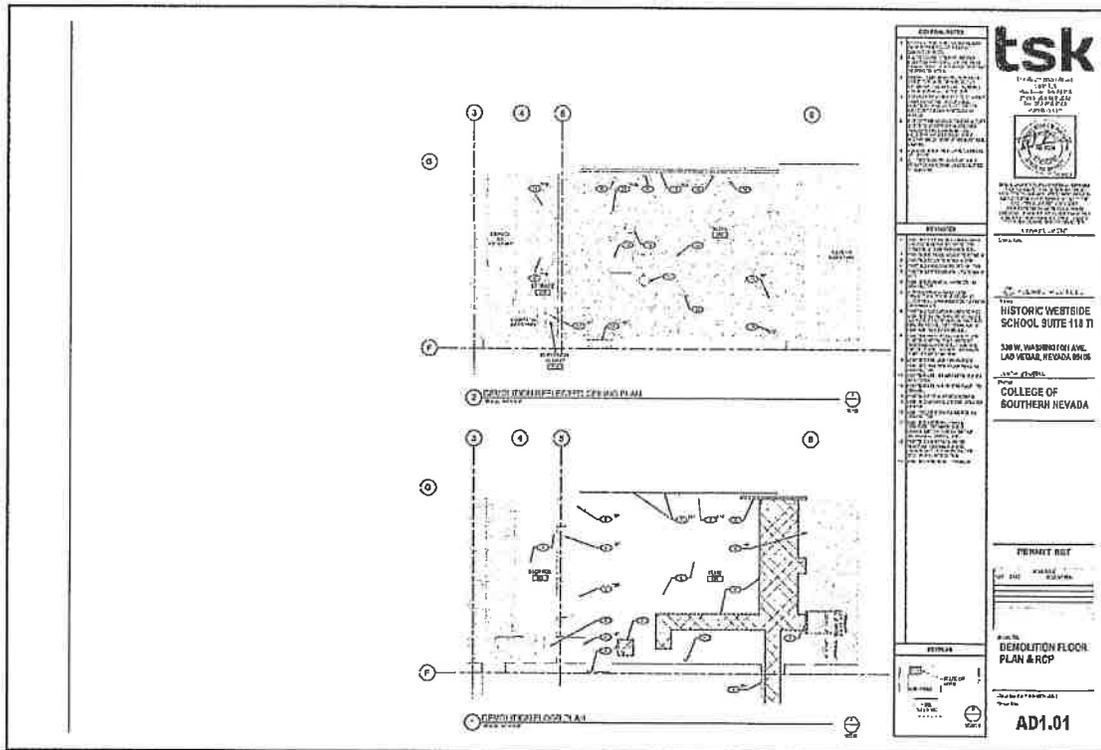
EXHIBIT "A"

SITE MAP





**EXHIBIT "C"**  
**TENANT WORK**





## **EXHIBIT "D"**

### **REQUIRED USES**

Description of the dialysis training functions and days and hours of operation which Tenant agrees to operate in the Premises:

Tenant's Dialysis Patient Care Technician Program will utilize the Premises as a lab classroom. Each year, the Program will cycle three cohorts of students who will attend class Monday through Friday day and evening to meet student needs. Students will attend 5 weeks of didactic learning, which will consist of 9 lesson modules from the textbook (Core Curriculum for the Dialysis Technician – 6<sup>th</sup> Edition) and instruction using PowerPoint Presentations. Some module lessons include Kidneys and How they Fail, Basic Concepts of Dialysis, Extracorporeal Circuit, and Monitoring Water & Patients. Following successful completion of the Midterm (Passing score of 80% or above) students will begin their clinical. The clinical will start in the classroom with student learning how to operate dialysis machines. This will take place for approximately two weeks. Once students report to their assigned clinical location they will continue to meet once a week to debrief from the prior weeks clinical time. Once all students have completed their clinical hours, they will take their final, which also requires an 80% or above to pass.

Lab classroom activity is a necessary component for students to learn clinical, technical, environmental, and healthcare responsibility skills related to the care for patients with permanent kidney failures in a clinical, medical, or hospital setting. Participants leave the program with a certificate of completion and eligibility to apply for Nevada Eligible Industry Credentialing List Exams (NEICL) such as National Association for Health Professionals (NAHP) Certified Patient Care Technician. The students are also eligible to apply for Board of Nephrology Examiners, Certified Technician (BONENTCHT), Certified Clinical Hemodialysis Technician (CCHT), National Nephrology Certification Organization (NNCO) Hemodialysis Technician.