



CONTRACT NO. 65154

THIS RENTAL AGREEMENT is made this 16th day of April, 1984, between YOUNG ELECTRIC SIGN COMPANY, of 1500 Glendale Avenue Street, City of Sparks, State of NV, Zip 89431 hereinafter called "Lessor," and LAKESIDE, INC. a sole proprietorship of P.O. Box 93 Street, partnership of City of Zephyr Cove, corporation of NV, Zip 89448, hereinafter called "Lessee."

WITNESSETH:

- A. LESSOR WILL, at its own cost, manufacture and install, or, where appropriate, otherwise furnish to Lessee, the display described on the back hereof and hereinafter called the "SIGN" and does hereby lease the same to Lessee for the term, use, and under the conditions, hereafter set forth. Lessee agrees to pay the rental when due and to comply with all of the terms, conditions and provisions hereof upon his part to be performed.
B. THE TERM of this lease shall be 60 consecutive calendar months, commencing on the first day of the month immediately following installation of the SIGN, plus that part-month remaining, after installation, in the calendar month of installation. If the SIGN cannot, for any reason other than fault of Lessor, be installed on the premises for which it was ordered when Lessor is ready to install the same, the term of this agreement shall commence when Lessor is ready to install the SIGN.
C. LESSEE WILL PAY LESSOR \$ 343.00 per month, plus sales tax, where applicable, for each and every calendar month during the term of this agreement, and a pro-rata portion thereof for the initial partial month. All rentals shall be paid in advance at the office of Lessor and shall be payable, except as herein otherwise provided, whether or not the SIGN shall be used or operated by Lessee.
D. AS PART SECURITY for the performance by Lessee of his obligations hereunder, the sum of \$ None shall be deposited by Lessee with Lessor. In the event Lessee shall have performed all of his obligations hereunder, such deposit shall be returned.
E. ALL TERMS AND CONDITIONS ON THE INSIDE PAGES AND BACK HEREOF ARE A PART OF THIS AGREEMENT AND LESSEE REPRESENTS THAT HE HAS READ UNDERSTANDS AND AGREES TO BE BOUND BY THE SAME.

THIS IS NOT A SALES CONTRACT AND TITLE TO THE SIGN DOES NOT PASS TO LESSEE AT THE TERMINATION OF THIS AGREEMENT.

Salesperson H. Brian Landau
Accepted for H. Brian Landau YOUNG ELECTRIC SIGN COMPANY/LESSOR
By J. K. McAllister, Sales Manager

CUSTOMER/ LESSEE LAKESIDE, INC.
By R. J. Truesdell, President
Title: R. J. Truesdell, President
Payment and performance by Lessee is unconditionally and personally guaranteed by the undersigned.

Contractor License No. 780B

102668

(Description Other Side)

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# DESCRIPTION

**LOCATION:** ACTUAL SIGN LOCATION - NOT BILLING ADDRESS.

ADDRESS Hwy 50 CITY Zephyr Cove STATE NV

**TYPE-SIZE:** VERTICAL? HORIZONTAL? ON ROOF? POLE? ON BLDG? D. FACED, S. FACED, "V" TYPE? MARQUEE? BULLETIN? SK. GLASS? RACEWAY? MOUNTING? MATERIAL? GIVE SIZES, LOC. ON BLDG., FT. ABOVE GROUND, ETC.

- Manufacture as follows:
- A. One double face, internally illuminated display measuring 3' x 8' to be cantilevered above canopy at front entrance.
  - B. One canopy measuring 6' wide x 10' long x 3' high sheet metal construction with gold raceway around both sides and front with steady burn lamps 6" on center.
  - C. Four lengths of tivoli lights 2" on center to burn steady on v-shaped wood on either side of front entrance.
  - D. One double face internally illuminated freestanding directional measuring 1' x 2'.

**COPY:**

	BLOCK	SCRIPT	ITALIC	SIZE	DEPTH	NO	TYPE	MATERIAL	ILLUMINATION	MOUNTING
	B	S	I				FLUSH RAISED SS CHANNEL CAST ETC	METAL WOOD PLASTIC PORC	NO OF TUBES/MM/MA/COLOR NO GLOBES/WATTS/VOLTS/COLOR	RACEWAY FLUSH STANDOFFS WOOD
LAKESIDE CHAPEL				B 7"-13"			acrylic process		800 MA CW HO'	
WEDDING ENTRANCE				B 2 1/2"-3"			acrylic process		800 MA CW HO	

**ANIMATION:** SPECIFY TYPE (MECH. &/OR ELECT.), FREQUENCY, EFFECTS DESIRED, NO. GLOBES/WATTS/VOLTS/COLOR, NO. TUBES/MM/MA/COLOR, SIZES, ETC.

None

**BORDERS-LIGHTING:** OUTSIDE? INSIDE? FOOTAGE? COLOR/MM/MA? DESCRIBE INSTALLATION, LIGHTING FIXTURES? ETC. EXPLAIN IN DETAIL.

Sign "A" internally illuminated 800 MA CW HO "B" raceway to have 11514 clear bulbs 6" on center "C" tivoli lamps 2" on center "D" double face sign has one 800 MA CW HO.

**PAINT:** BACKGROUND? RACEWAY? BORDERS? EDGE OF SIGN? INSET? POLE? LETTER FACE? OUTLINE? SHADE? FACE & EDGE OF P.M. LETTERS? FINISH (FLAT, GLOSS, ETC.) SPECIAL (PICTURE WORK, PLAID EFFECT, ETC.)?

All faces and returns, acrylic process, and canopy sheet metal to be acrylic process.

**MISC. NOTES:**

Due to the fact this contract extends beyond our standard 3 year program, it is hereby agreed that if at the end of the first 3 years the cost of wages paid by YESCO has increased by an amount greater than 6%, that the maintenance portion of the monthly payments of this agreement, \$47.00 per month, will be increased to reflect the cost of increase of labor for the remaining 2 year period.

## TERMS AND CONDITIONS

1. **MAINTENANCE:** So long as Lessee is not delinquent in any of the payments due to Lessor or otherwise in default under the terms of this agreement, Lessor agrees to maintain the SIGN and keep it in good repair without expense to Lessee, except as herein otherwise provided. In the event of disrepair or of failure of the SIGN to operate resulting from the negligent or intentional acts or omissions of Lessee, its agents or employees, Lessee will pay for the repairs required. When the SIGN requires repair, Lessee shall notify Lessor, in writing, of such fact, and Lessor shall, if practicable, cause the SIGN to be put in proper repair within three days of the receipt of such notice, and if the same shall be so repaired in such period of time, Lessee shall be entitled to no decrease of rent or other claim for damages on account thereof. In the event the SIGN shall not be operable, because of fault of Lessor, for a greater period than three days after Lessor has received written notice of the SIGN'S disrepair, Lessee shall receive credit of a pro-rata share of the monthly rental for every hour over and above such period until the SIGN shall again be in proper working condition, but shall be entitled to no other claim for damages. Neither verbal notice to Lessor nor Lessor's actual knowledge shall constitute a waiver of Lessor's right to receive said written notice.

2. **INSPECTION:** No later than 15 days after receipt of the first billing from Lessor for the rentals provided herein, Lessee will inspect the SIGN. In the event Lessee claims that the SIGN does not conform with this agreement or has any defect in manufacture, installation or operation, Lessee shall forthwith, and in no event more than 10 days thereafter, give Lessor written notice specifying the defect or nonconformance claimed. In the absence of such notice the SIGN shall be deemed to be acceptable and accepted as installed.

3. **DESTRUCTION OR DAMAGE:** In the event of destruction of or substantial damage to the SIGN, Lessor shall have the right to rebuild the SIGN and extend the time of termination of this agreement for such period of time as shall be required to so rebuild the SIGN, or, at its option, to terminate this agreement; provided, however, that Lessee shall be responsible for damage to or destruction of the SIGN resulting from the negligent or intentional acts or omissions of Lessee, its agents or employees.

4. **REPOSESSION:** In the event of failure of Lessee to pay any installment of the rental called for hereunder at the time herein provided, Lessor shall have the right to terminate this agreement and, in addition, to repossess the SIGN and remove the same from the premises without a prior hearing or resort to judicial process. Said right of repossession shall include the right to disconnect the SIGN or otherwise render it unusable. Repossession shall not be construed to be an acceptance of a surrender of this lease, and neither termination nor repossession shall deprive Lessor of the right to recover unpaid rentals and damages for Lessee's breach of this agreement.

The SIGN shall at all times be deemed personal property, and shall not by reason of attachment or connection to any realty become or be deemed a fixture or appurtenant to such realty but shall at all times be severable therefrom, and shall be and remain at all times the property of Lessor, free of any claim or right of Lessee, or the person to whose property said SIGN may have been affixed or the creditors of either.

5. **CANCELLATION:** It is mutually recognized that the SIGN is not an article of general trade or utility, but is designed and is to be constructed, installed and maintained at the request and for the special distinctive uses and purposes of Lessee, that the SIGN is of no value to Lessor except as so used, and that it is a material consideration to Lessor in entering into this agreement that Lessee shall continue to use the SIGN as contemplated. In the event of the breach or termination of this agreement by Lessee for its own purposes or convenience, the obligation to pay the whole of the remaining unpaid rentals to become due hereunder shall, without notice, accelerate and the entire balance of said rentals shall be immediately due and payable in full. In the event of such breach or termination, this provision shall control over the provision of paragraph 6 hereunder.

6. **DEFAULT:** Lessee agrees that in the event it shall be in default in the payment of any rental when due, or shall fail to perform any other of its obligations hereunder, or bankruptcy, receivership, assignment for benefit of creditors or other insolvency proceedings are commenced by or against Lessee, Lessee shall, without notice, immediately be indebted to and hereby agrees to pay Lessor forthwith, in addition to the full rental for the period prior to the breach and for such time as Lessee shall retain possession of the SIGN, liquidated damages for its breach hereunder in an amount equal to three-fourths of the rental, including sales tax, payable hereunder for the balance of the term of this agreement. The parties hereto agree that in such event, the said three-fourths of the balance of the rental payable hereunder is and will be fair and reasonable compensation for the damage to Lessor arising from such breach by Lessee. It is understood that in the event Lessee cancels the agreement before the layout or fabrication of the SIGN has been commenced, Lessee will pay to Lessor as liquidated damages for the breach of this agreement an amount equal to one-fourth of the total of this agreement. The agreement to pay such liquidated damages shall be in addition to any other remedy given Lessor herein or by law.

In the event this agreement is placed by Lessor in the hands of an attorney after default for enforcement or collection, Lessee agrees to pay all collection costs together with reasonable attorneys' fees, including without limitation, fees for the successful defense of any counterclaim or crossclaim.

Time is of the essence in this agreement. Acceptance by Lessor of a late payment shall not be construed as a waiver of Lessor's rights as to any subsequent late payments or any other default by Lessee. All overdue payments shall bear an annual interest rate of 18 percent.

7. **HOLDING OVER:** Upon termination of this agreement, or any extension hereof, Lessor retains and shall have the right to remove the SIGN from the premises upon which it is installed. Any holding over or use of the SIGN by Lessee after the termination of this agreement shall be deemed to be a renewal of this agreement on a month to month basis on the same terms and conditions as provided herein.

8. **AUTHORITY OF SALESPERSON:** This agreement contains all of the covenants between the parties hereto pertaining to the SIGN and no representations made by Lessor's salesperson shall be binding unless incorporated herein in writing.

This agreement, although signed by a salesperson of Lessor, shall not be binding upon Lessor for any purpose until the same is executed by an executive officer or an authorized sales manager of Lessor.

9. **VENUE AND JURISDICTION:** Venue of any action under this agreement brought in the State of Utah shall be in Salt Lake County or Weber County, brought in the State of Nevada shall be in Clark County or Elko County or Washoe County, brought in the State of Idaho shall be in Hannock County or Ada County, brought in the State of Wyoming shall be in Teton County, or brought in the State of Arizona shall be Maricopa County as Lessor may choose. Any litigation regarding this agreement which relates to the negotiation of this agreement or the installation or maintenance of the SIGN may be brought only in the State of Utah, State of Idaho, State of Nevada, State of Wyoming, or State of Arizona. It is expressly agreed that any disputes regarding contracts or signs in other states may be litigated only in the State of Utah.

10. **MISCELLANEOUS:** This agreement is made by Lessor upon the condition that the performance by Lessor shall be subject to delay by strikes, breakage, fires, unforeseen commercial delays, insurrection, wars, acts of God and governmental regulations.

Under any circumstances in which this agreement creates a security interest, the security interest of Lessor attaches to the SIGN and its component parts as soon as each given component part, or material for its fabrication, is selected for use in the construction or installation of the SIGN.

Mercury Neon lights do not retain a perfect color during extremely cold weather, at such times turning to a different color or dimming. This is inherent in the SIGN and cannot be prevented. Lessor will not be responsible for radio or TV interference.

All the terms and conditions hereof shall be binding upon and inure to the benefit of the successors, assigns and legal representatives of the respective parties. Lessee acknowledges that Lessor may assign or otherwise transfer Lessor's interests or obligations under this agreement. Lessee will not assert against an assignee, pledgee or transferee of this agreement any claim Lessee has or may have against Lessor.

In no event shall Lessor be liable for incidental or consequential damages resulting from any breach of this agreement.

Lessee understands and acknowledges that governmental permission or permits to install and maintain SIGNs may be held to be revocable and may be revoked or terminated. Such revocation shall not terminate this agreement or release Lessee from the obligation to pay the rentals provided herein.

Costs incurred to comply with future federal, state, or local government regulations, will of necessity be charged to Lessee.

Any design and/or artwork supplied by Lessor shall remain the sole property of Lessor and any use of such design and/or artwork or any facsimile thereof is prohibited without the prior written consent of Lessor.

11. **ADDITIONAL WORK:** In the event Lessor shall encounter caliche, hardpan, rock, pipelines, or other above or underground obstructions, etc., such shall not be part of this agreement and Lessor will perform the additional work necessitated thereby on a time and materials basis, charges for which shall be paid by Lessee.

Lessor or its agents will not be responsible to Lessee or any third party for any damage to underground pipes, sewer lines, sprinkling systems or any other above or underground obstructions unless notified in writing that such obstructions exist prior to commencement of work. Lessee hereby assumes full responsibility for such items. Lessor will not be responsible for any damage to above ground improvements such as asphalt, concrete driveways, sidewalks, curbs, etc. resulting from the installation, removal or maintenance of the SIGN.

12. **LESSEE'S SPECIAL DUTIES:** Lessee will obtain for, does warrant to, and will maintain for Lessor full rights, including rights of access, ingress and egress, to install and maintain the SIGN on the premises for which it is ordered, and to disconnect, render unusable and/or remove the same therefrom free and clear of lien or encumbrance. Lessee will indemnify Lessor against and hold Lessor harmless from damage or expense resulting from a breach of this provision.

At its own expense Lessee is to furnish power lines and electrical controls of suitable capacity to operate the SIGN and to install the same as designated by Lessor ready and in place for connection to the SIGN, and pay all charges for electrical current. Unless specifically provided herein to the contrary, Lessee shall provide all necessary reinforcements to the building on which the SIGN is installed.

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COPY

REQUESTED BY  
*Young Electric Sign Co.*  
IN OFFICIAL RECORDS OF  
DOUGLAS CO. NEVADA  
*38.00 pd*  
1984 JUN 26 AM 11:05

SUZANNE BEAUDREAU  
RECORDER  
*Suzanne Beaudreau*  
*Sep.*

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