

N/A

REQUESTED BY  
**DOUGLAS COUNTY**

IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

2004 APR -8 AM 11:54

WERNER CHRISTEN  
RECORDER

\$ 0 PAID KJ DEPUTY

Assessor's Parcel Number: N/A

Date: APRIL 7, 2004

Recording Requested By:

✓ Name: KAREN GOODE/SOCIAL SERVICES

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

AGREEMENT #2004.078

(Title of Document)

This page added to provide additional information required by NRS 111.312 Sections 1-2. (Additional recording fee applies)  
*This cover page must be typed or legibly hand printed.*

0609666

BK0404PG03424

FILED

NO. 2004-078

LEASE AGREEMENT

2004 APR -6 AM 10:07

THIS LEASE AGREEMENT ("the Lease"), made and entered into this day 8<sup>th</sup> of March, 2004 by and between DOUGLAS COUNTY, NEVADA, hereinafter referred to as LESSOR, and the STATE OF NEVADA, DEPARTMENT OF ADMINISTRATION, DIVISION OF BUILDINGS AND GROUNDS, hereinafter referred to as LESSEE, for and on behalf of the DEPARTMENT OF HUMAN RESOURCES, HEALTH DIVISION, WOMEN, INFANTS, AND CHILDREN'S PROGRAM (WIC), hereinafter referred to as TENANT.

BARBARA REED

DOUGLAS COUNTY

*[Signature]*  
DEPUTY

W I T N E S S E T H :

For and in consideration of the rents herein reserved and the covenants, terms and conditions herein contained, the LESSOR does by these presents lease unto LESSEE the following described property:

302 square feet of office space (the "Demised Premises") located at 1133 Spruce, Gardnerville, Nevada.

**ONE. TERM OF LEASE.** LESSOR hereby leases unto LESSEE and LESSEE agrees to lease from LESSOR, the Demised Premises heretofore described commencing on May 1, 2004, and terminating on April 30, 2005, unless this Lease has been renewed according to the provisions hereinafter set forth. It is hereby specifically and expressly agreed by the parties hereto that this Lease or any renewal thereof shall be terminated

0609666

BK0404PG03425

1 immediately if for any legitimate reason, action, or mandate on  
2 the part of the Governor of the State of Nevada, the Nevada  
3 State Legislature and/or the Federal Government limits,  
4 restricts, or impairs TENANT's funding or ability to satisfy its  
5 rental payment obligation. TENANT shall pay the rent for the  
6 month in which such occurrence and termination takes place and  
7 shall have no other rental payment obligation to LESSOR  
8 thereafter under this Lease or for the Demised Premises. The  
9 LESSOR shall retain its other remedies which are provided in the  
10 Lease Agreement but the LESSOR shall have no rights to collect  
11 any further rents from TENANT. Proof by TENANT of a diminution  
12 in Federal or State funding which was intended to be used as all  
13 or part of the funding for the payment of the rental under this  
14 Lease shall be sufficient if copies of supporting state or  
15 federal documents are furnished to LESSOR or if the Executive  
16 Director of TENANT provides his Affidavit that such funding or  
17 other limiting eventuality has occurred.

19 **TWO. COMPLIANCE WITH THE LAW.** The Lessor shall  
20 promptly execute and comply with all statutes, rules, orders,  
21 building codes, fire codes, ordinances, requirements, and  
22 regulations of the City, County, State, and Federal governments,  
23 including OSHA, the Americans with Disabilities Act of 1990 (42  
24 USC Section 12101 through 12213 and 47 USC Sections 225.611) and  
25 their underlying regulations and rules, which are applicable to

1 the Demised Premises. Nothing herein contained shall be  
2 construed to restrict the Lessor from contesting the validity of  
3 any such regulations, rule or ordinance, provided the Lessor  
4 indemnifies the Lessee to its reasonable satisfaction against  
5 the consequences of non-compliance during the period of dispute.

6 **THREE. RENT.** LESSEE AND TENANT agrees to pay to the  
7 LESSOR as and for minimum rental for said premises for the sum  
8 of **\$1.35** per square foot per month for a total monthly amount of  
9 FOUR HUNDRED SEVEN DOLLARS and 70/100 (\$407.70), without offset  
10 or deduction, payable quarterly in advance to LESSOR at its  
11 address specified below.

12 **FOUR. UTILITIES AND SERVICES.** LESSOR, at LESSOR'S  
13 expense, shall furnish all heat and air conditioning systems for  
14 the Demised Premises as may be reasonable and appropriate during  
15 the Lease Term. LESSOR shall furnish and pay the following  
16 utilities: gas, water and sewer, electricity; and the following  
17 services: heat and air conditioning systems maintenance, parking  
18 lot maintenance, elevator maintenance, garbage collection,  
19 pesticide control, landscaping, snow removal and janitorial  
20 services (paper products included) for the Demised Premises  
21 during the Term of this Lease except TENANT shall provide and  
22 pay for all telephone, computer and data services that they may  
23 require. As a minimum, custodial services shall be provided to  
24 the Demised Premises in accordance with Exhibit "A" (Cleaning  
25

1 **Specifications)**, attached hereto, incorporated by reference  
2 herein, and made a part of this lease.

3 **FIVE. SMOKING AREA.** Pursuant to NRS 202.2491, LESSOR  
4 shall furnish a separate area which may be used for smoking.  
5 LESSOR shall also post signs prohibiting smoking in any place  
6 not designated as smoking area.

7 **SIX. REPAIR AND MAINTENANCE.** LESSOR, at LESSOR'S  
8 sole expense, agrees to make any and all necessary structural,  
9 heating, air conditioning, flooring, electrical, plumbing,  
10 roofing, exterior wall, sidewalk repairs and other similar  
11 repairs required as a result of any defect or as a result of the  
12 same wearing out or becoming unserviceable or damaged through no  
13 carelessness or negligence on the part of the LESSEE or TENANT.  
14 LESSEE and TENANT agree to maintain the Demised Premises in as  
15 good a state of repair as when first occupied, ordinary wear and  
16 tear, obsolescence and damage by the elements, fire or other  
17 casualty excepted. LESSOR agrees to conduct any and all repairs  
18 and maintenance at reasonable times and without undue  
19 inconvenience to LESSEE or TENANT and for which, reasonable  
20 access shall be provided thereby. Any substantial impairment of  
21 the use or enjoyment of the Demised Premises to LESSEE or TENANT  
22 shall cause the proportionate abatement and reduction in Rent by  
23 way of adjustment of succeeding quarterly Rent payments.  
24  
25

1           **SEVEN.**     INDEMNIFICATION.     To the extent of the  
2 liability limitation set forth in NRS Chapter 41, the  
3 State/Tenant hereby agrees to indemnify and hold harmless  
4 Lessor, its successor, assigns, agents and employees from all  
5 claims, damages, losses and expenses due to the Tenant's  
6 negligence arising out of or resulting from the use and  
7 occupancy of the Premises or any accident in connection  
8 therewith, but only to the extent caused in whole or in part by  
9 negligent acts or omissions of the Tenant, its subtenants,  
10 employees or agents. The State shall not be required to  
11 indemnify the Lessor, its successors, assigns, agents and  
12 employees for any liability, claims, damages, losses or expenses  
13 relating to or arising out of this lease which arise from acts,  
14 negligence or omission of the Lessor, its successors, assigns,  
15 agents, and employees, or anyone directly or indirectly employed  
16 by any of them or anyone for whose acts any of them may be  
17 liable. Such obligation shall not be construed to negate,  
18 abridge, or otherwise reduce any other right or obligation of  
19 indemnity which would otherwise exist as to any party or person  
20 described in this paragraph.  
21

22           **EIGHT.**     CHOICE OF LAW AND FORUM.     The validity,  
23 construction, interpretation, and effect of this Lease shall be  
24 governed by the laws of the State of Nevada. The parties agree  
25 any dispute and/or legal proceedings regarding this Lease are

1 subject to the sole jurisdiction of the State courts in the  
2 State of Nevada.

3 **NINE.** ALTERATIONS, ADDITIONS AND IMPROVEMENTS.

4 LESSEE or TENANT may at any time during the Lease Term, subject  
5 to the prior approval of LESSOR and at their own expense, make  
6 any alteration, addition or improvement in and to the Demised  
7 Premises and building. Any such alteration, addition or  
8 improvement shall be performed in a workmanlike manner, in  
9 accordance with all applicable governmental regulations and  
10 requirements, and shall not weaken or impair the structural  
11 strength or lessen the value of the Demised Premises or  
12 building. All alterations, additions or improvements on or in  
13 the Demised Premises at the commencement of the Lease Term, and  
14 that may be erected or installed therein, shall become part of  
15 the Demised Premises and the sole property of LESSOR, except  
16 that all movable fixtures installed by LESSEE or TENANT shall be  
17 and remain their property and shall not become the property of  
18 LESSOR.  
19

20 **TEN.** PAYMENT OF TAXES AND INSURANCE. LESSOR, at his  
21 sole cost and expense, agrees to maintain property and liability  
22 insurance on the building complex and improvements on the  
23 Demised Premises insured at all times during the Term of this  
24 lease. LESSOR will pay all real property taxes or any other  
25 assessments on the Demised Premises when due, including

1 improvements thereon during the Term hereof or any renewal  
2 period.

3 The TENANT shall maintain in force at its sole cost  
4 and expense, all risk property insurance coverage, including  
5 sprinkler leakage (if the building is equipped with sprinklers),  
6 in an amount equal to the replacement cost of TENANT'S trade  
7 fixtures, furnishings, equipment, and contents upon the Demised  
8 Premises.

9 **ELEVEN. WAIVER OF SUBROGATION.** LESSOR and LESSEE or  
10 TENANT hereby waive any rights each may have against the other  
11 for loss or damage to its property or property in which it may  
12 have an interest where such loss is caused by a peril of the  
13 type generally covered by all risk property insurance with  
14 extended coverage or arising from any cause which the claiming  
15 party was obligated to insure against under this lease, and each  
16 party waives any right of subrogation that it might otherwise  
17 have against the other party, any additional designated insured  
18 and any other tenant in the Building. The parties agree to  
19 cause their respective insurance companies insuring the Demised  
20 Premises or insuring their Demised Property on or in the  
21 premises to execute a waiver of any such rights of subrogation  
22 or, if so provided in the insurance contract, to give notice to  
23 the insurance carrier or carriers that the foregoing mutual  
24 waiver of subrogation is contained in this lease.  
25



1           **TWELVE.**    BREACH OR DEFAULT.    In the event of any  
2 failure by LESSOR, LESSEE, or TENANT to keep and comply with any  
3 of the terms, covenants or provisions of this Lease or remedy  
4 any breach thereof, the defaulting party shall have thirty (30)  
5 days from the receipt of written notice of such default or  
6 breach within which to remove or cure said default or breach,  
7 except for default in the obligation of LESSEE to pay Rent in a  
8 timely fashion, which default must be cured or removed without  
9 notice within fifteen (15) days from the date on which the Rent  
10 payment is due and payable.    In the event of breach or default  
11 by LESSEE or TENANT which is not removed or cured within the  
12 time limits set forth above, LESSOR may in addition to any other  
13 right of re-entry or possession and at LESSOR's sole option,  
14 consider the Lease forfeited and terminated and may re-enter and  
15 take possession of the Demised Premises, removing all persons  
16 and property therefrom with prior notification to LESSEE so that  
17 arrangements concerning the removal of property can be made.

19           **THIRTEEN.**   ATTORNEY'S FEES.    In case suit shall be  
20 brought by LESSOR or by LESSEE or TENANT for breach of any  
21 express provision or condition of this lease, the prevailing  
22 party of such action shall be entitled to reasonable attorney's  
23 fees, not to exceed \$125.00 per hour, which shall be deemed to  
24 have accrued on the commencement of the action and shall be paid  
25

1 on the successful completion of that suit by LESSOR, LESSEE or  
2 TENANT whichever the case may be.

3 **FOURTEEN. WAIVER.** The failure of LESSOR, LESSEE or  
4 TENANT to insist upon strict performance of any of the  
5 covenants, terms or provisions contained in this Lease or to  
6 exercise any option herein conferred in any one or more  
7 instances, shall not be construed to be a waiver or  
8 relinquishment of any such covenant, term or provision or any  
9 other covenants, terms or provisions, but the same shall remain  
10 in full force and effect.

11  
12 **FIFTEEN. HOLDOVER TENANCY.** If LESSEE or TENANT hold  
13 possession of the premises after the term of this Lease or any  
14 renewal thereof, this Lease shall become a month-to-month lease  
15 on the terms herein specified, but TENANT shall pay for the  
16 first three (3) months of the holdover period a monthly rental  
17 in an amount equal to the monthly rental immediately preceding  
18 the Expiration Date. At the expiration of this three (3) month  
19 grace period and throughout the balance of the holdover period  
20 TENANT shall pay rent equal to one hundred ten percent (110%) of  
21 the monthly rent last paid by TENANT prior to the Expiration  
22 Date. Rent shall be due and payable monthly in advance on the  
23 first day of each month, and LESSEE or TENANT shall continue to  
24 be a month-to-month TENANT until the tenancy shall be terminated  
25

1 by any party hereto by written notice of termination delivered  
2 at least one (1) month prior to termination.

3 **SIXTEEN. REMEDIES.** The remedies given to LESSOR,  
4 LESSEE and/or TENANT shall be cumulative, and the exercise of  
5 any one remedy shall not be to the exclusion of any other  
6 remedy.

7 **SEVENTEEN. NOTICES.** All notices under this Lease  
8 shall be in writing and delivered in person or sent by certified  
9 mail, return receipt requested, to LESSOR or jointly to both  
10 LESSEE and TENANT at their respective addresses set forth below  
11 or to such other address as may hereafter be designated by  
12 either party in writing:  
13

14 LESSOR

15 Douglas County  
16 P.O. Box 218  
17 Minden, Nevada 89423  
18 Phone: (775) 782-9825

19 LESSEE

20 Department of Administration  
21 Division of Buildings and Grounds  
22 406 East Second Street, Suite #1  
23 Carson City, Nevada 89701-4758  
24 Phone: (775) 684-1800  
25 Fax: (775) 684-1817

1 TENANT

2 Department of Human Resources  
3 Health Division  
4 WIC Program  
5 505 West King Street, Room 204  
6 Carson City, Nevada 89701-4799  
7 Phone: (775) 684-4267

8 **EIGHTEEN. SEVERABILITY.** If any term or provision of  
9 this Lease or the application of it to any person or  
10 circumstance shall to any extent determined in a legal  
11 proceedings to be invalid and unenforceable, the remainder of  
12 this Lease (or the application of such term or provision to  
13 persons or circumstances other than those as to which it is  
14 invalid or unenforceable) shall not be affected thereby, and  
15 each term and provision of this Lease shall be valid and shall  
16 be enforced to the extent permitted by law.

17 **NINETEEN. AMENDMENT OR MODIFICATION.** This Lease  
18 constitutes the entire agreement between the parties and may  
19 only be amended or modified with the mutual consent of the  
20 parties hereto, which amendment or modification must be in  
21 writing, executed and dated by the parties hereto and approved  
22 by the Board of Examiners of the State of Nevada.

23 **TWENTY. PRIOR TERMINATION.** This Lease may be  
24 terminated prior to the terms set forth herein above or prior to  
25 the natural expiration of any renewal period if, for any reason,  
the purpose of this agreement is substantially impaired or

1 obstructed by any event, occurrence or circumstance outside the  
2 control of LESSOR, LESSEE, or TENANT, including any governmental  
3 condemnation, without prejudice or penalty to any party hereto  
4 and without such event, occurrence or circumstance being  
5 defined, and interpreted or construed as breach or default on  
6 the part of any party.

7 **TWENTY-ONE.** SUCCESSORS. Except as otherwise  
8 specifically provided, the terms, covenants, and conditions  
9 contained in this Lease shall apply to and bind the heirs,  
10 successors, executors, administrators, and permitted assignees  
11 of the parties to this Lease.  
12

13 **TWENTY-TWO.** ASSIGNMENT OR SUBLEASE. Upon prior  
14 written notice to and the prior approval in writing of LESSOR,  
15 this Lease may be assigned or subleased to any individual or  
16 entity, for which assignment or sublease LESSOR will not  
17 unreasonably withhold consent; it being understood by the  
18 parties hereto that a change in tenants from one state agency to  
19 another shall not constitute an assignment or subletting.  
20  
21  
22  
23  
24  
25

1 IN WITNESS WHEREOF, the parties hereto have executed this  
2 lease as of the day and year first above written.

3 LESSOR

LESSEE

4 DOUGLAS COUNTY  
5 STATE OF NEVADA

STATE OF NEVADA  
DEPARTMENT OF ADMINISTRATION  
DIVISION OF BUILDINGS & GROUNDS

6 By Karen Goode  
7 Karen Goode,  
8 Social Services Supervisor

By Cindy Edwards  
Cindy Edwards, Administrator

9 Date 3/15/04

Date 3/19/04

10 Reviewed as to format only:

TENANT

11 BRIAN SANDOVAL  
12 Attorney General

STATE OF NEVADA  
DEPARTMENT OF HUMAN RESOURCES

13 By Shane Chesney  
14 Shane Chesney  
15 Deputy Attorney General

By Michael J. Willden <sup>3/23/04</sup> <sup>MSO III</sup>  
Michael J. Willden, Director

16 Date 5/11/04

Date \_\_\_\_\_

17 STATE OF NEVADA  
18 DEPARTMENT OF HUMAN RESOURCES  
19 HEALTH DIVISION

20 By Yvonne Sylva <sup>ASO III</sup>  
Yvonne Sylva, Administrator

21 Date 3/24/04

**EXHIBIT "A"**  
**CLEANING SPECIFICATIONS**

**General Office and Public Areas:**

**Note:** Computer keyboards and screens, typewriter keyboards and calculators, will not be cleaned in any manner by the custodial service provider. The user of the equipment will be responsible for its cleaning.

**I. Daily Procedures:**

**A. Office**

1. Empty wastebaskets and trash receptacles, unless otherwise directed. They are to be lined with plastic bags each time they are emptied. Wastebaskets are to be cleaned whenever there has been a liquid spill in it, or if the liner has slipped and food or other particles are on the wastebasket. Liners are to be replaced at least once a week, or when needed.
2. Clean, sanitize, and polish drinking fountains.
3. Vacuum and spot clean all carpeted areas including corridors, pathways within office areas, elevators and lobby.
4. Dust mop and spot damp mop all resilient tile floor areas.
5. Clean elevators, remove unsightly marks, finger prints and soil spots.
6. Clean entryways and glass in entryway doors

**B. RESTROOMS**

1. Refill hand soap, toilet paper, paper towel and seat cover dispensers.
2. Empty trash containers, spray and damp-wipe with disinfectant and change liner.

3. Clean mirrors with glass cleaner.
4. Remove spots from partitions and walls.
5. Clean, polish and sanitize toilets, seats and trim.
6. Clean and sanitize urinals and trim.
7. Wet mop and sanitize floors.

## II. WEEKLY

### A. Office:

1. Dust all exposed furniture tops and sides. This includes desks (if desk top is cleared of all papers), chairs, tables, lamps, filing cabinets, shelves, sills and ledges. This task should be accomplished in a manner that does not disturb any of the objects that are on the surface.
2. Stairwells are to be swept and mopped at least once a week, or as often as necessary.
3. Completely vacuum and spot clean all carpeted areas beneath desks, tables and furniture. Vacuum the balance of all carpeted areas not vacuumed under the daily cleaning procedures.
4. Spot clean to remove all spots and marks from walls and around light switches and door jambs.
5. Spot clean all interior glass and glass doors
6. Floors will be free of dirt, dust, film, streaks, debris.

### B. RESTROOMS

1. Wash and sanitize walls and floor tiles.
2. Wash and sanitize metal partitions and railings.
3. Damp-wipe and clean doors and jambs.
4. Floor drains are to be flushed with an approved disinfectant type solution.

The term "clean" as defined here will be construed to



mean that no film, odors, stains, dust, lint or spots can be detected on floors, walls, partitions, ledges, trim, doors, moldings, or fixtures within the restrooms.

**C. EMPLOYEES LOUNGE:**

1. Wash and sanitize table tops, damp clean chair seats and backs.
2. Empty and clean ashtrays in any smoking areas provided.
3. Spot clean all mirror or glass surfaces.
4. Vacuum all carpet areas thoroughly.
5. Sweep and damp mop all resilient flooring.
6. Empty trash receptacles, damp wipe, replace liner and clean area surrounding trash receptacles.

**III. Quarterly Services:**

1. Dust the top of door jams and partial partitions and walls.
2. Brush or vacuum, air returns, vents and areas around vents.
3. Vacuum, or dust all high areas including walls and ceilings.
4. Shampoo carpeting in entrance, general lobby area, high foot traffic corridors and any high foot traffic areas where a pattern is showing.
5. Dust and clean cove base.
6. Clean light fixtures and defuses.
7. Dust vertical and horizontal blinds.
8. Clean interior ground floor windows.
9. Apply a coat of floor finish on resilient flooring where spray buffing will not bring back a "just waxed" look.

**IV. Annual Services:**

1. Shampoo all carpeting throughout the premises, including corridors, general lobby areas, entrances, meeting rooms and offices.

Proper shampooing will result in a carpet, free from all types of airborne soil, dry dirt, water-soluble soils and petroleum-soluble soils. A clean carpet will be uniform in appearance when dry and vacuumed

2. Refinish all resilient flooring by stripping and waxing. Floor finish is understood to be used as a preservative and also as a safety (non-slip) factor.
3. Squeegee clean all ground floor exterior and interior windows.
4. Clean and polish door plates, jambs, thresholds, sills, trim, handles, and hardware.

**SEAL**

**CERTIFIED COPY**

The document to which this certificate is attached is a full, true and correct copy of the original on file and on record in my office.

DATE: April 7 2004  
4 B. Reed Clerk of the 9th Judicial District Court  
of the State of Nevada, in and for the County of Douglas.  
By [Signature] Deputy

Cleaning Specs

0609666

BK0404PG03441