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DOC # 0646025
06/03/2005 03:42 PM Deputy: KLJ
OFFICIAL RECORD
Requested By:
D C/SOCIAL SERVICES

Douglas County - NV
Werner Christen - Recorder
Page: 1 OF 18 Fee: 0.00
BK-0605 PG- 1522 RPTT: 0.00



Assessor's Parcel Number: N/A

Date: JUNE 3, 2005

Recording Requested By:

✓ Name: ELLEN/SOCIAL SERVICES

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

LEASE AGREEMENT #2005.108

(Title of Document)

FILED

RECEIVED

MAY 20 2005

NO. 2005.108

LEASE AGREEMENT

SOCIAL SERVICES

2005 JUN -3 PM 12:27

BARBARA REED

CLERK

[Handwritten signature]

THIS LEASE AGREEMENT ("the Lease"), made and entered into this day 24th of March, 2005 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.

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 June 1, 2005, and terminating on June 30, 2006, 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



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

18
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: FOUR HUNDRED SEVEN DOLLARS and 70/100 (\$407.70) per month,
9 or \$1.35 per square foot per month, from June 1, 2005 through
10 June 30, 2006, Rent shall be payable quarterly in advance on the
11 first day of each quarter to LESSOR at its address specified
12 below. In the event the commencement date of this lease is not
13 the first day of a calendar month, the rent shall be prorated on
14 a per diem basis for the calendar month in which the lease term
15 begins.

16 **FOUR. UTILITIES AND SERVICES.** LESSOR, at LESSOR'S
17 expense, shall furnish all heat and air conditioning systems for
18 the Demised Premises as may be reasonable and appropriate during
19 the Lease Term. LESSOR shall furnish and pay the following
20 utilities: gas, water and sewer, electricity; and the following
21 services: heat and air conditioning systems maintenance, parking
22 lot maintenance, elevator maintenance, garbage collection,
23 pesticide control, landscaping, snow removal and janitorial
24 services (paper products included) for the Demised Premises
25 during the Term of this Lease except TENANT shall provide and

1 pay for all telephone, computer and data services that they may
2 require. As a minimum, custodial services shall be provided to
3 the Demised Premises in accordance with **Exhibit "A" (Cleaning**
4 **Specifications)**, attached hereto, incorporated by reference
5 herein, and made a part of this lease.

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

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



1 shall cause the proportionate abatement and reduction in Rent by
2 way of adjustment of succeeding quarterly Rent payments.

3 **SEVEN.** INDEMNIFICATION. To the extent of the
4 liability limitation set forth in NRS Chapter 41, the
5 State/Tenant hereby agrees to indemnify and hold harmless
6 Lessor, its successor, assigns, agents and employees from all
7 claims, damages, losses and expenses due to the Tenant's
8 negligence arising out of or resulting from the use and
9 occupancy of the Premises or any accident in connection
10 therewith, but only to the extent caused in whole or in part by
11 negligent acts or omissions of the Tenant, its subtenants,
12 employees or agents. The State shall not be required to
13 indemnify the Lessor, its successors, assigns, agents and
14 employees for any liability, claims, damages, losses or expenses
15 relating to or arising out of this lease which arise from acts,
16 negligence or omission of the Lessor, its successors, assigns,
17 agents, and employees, or anyone directly or indirectly employed
18 by any of them or anyone for whose acts any of them may be
19 liable. Such obligation shall not be construed to negate,
20 abridge, or otherwise reduce any other right or obligation of
21 indemnity which would otherwise exist as to any party or person
22 described in this paragraph.
23

24 **EIGHT.** CHOICE OF LAW AND FORUM. The validity,
25 construction, interpretation, and effect of this Lease shall be



1 governed by the laws of the State of Nevada. The parties agree
2 any dispute and/or legal proceedings regarding this Lease are
3 subject to the sole jurisdiction of the State courts in the
4 State of Nevada.

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

6 LESSEE or TENANT may at any time during the Lease Term, subject
7 to the prior approval of LESSOR and at their own expense, make
8 any alteration, addition or improvement in and to the Demised
9 Premises and building. Any such alteration, addition or
10 improvement shall be performed in a workmanlike manner, in
11 accordance with all applicable governmental regulations and
12 requirements, and shall not weaken or impair the structural
13 strength or lessen the value of the Demised Premises or
14 building. All alterations, additions or improvements on or in
15 the Demised Premises at the commencement of the Lease Term, and
16 that may be erected or installed therein, shall become part of
17 the Demised Premises and the sole property of LESSOR, except
18 that all movable fixtures installed by LESSEE or TENANT shall be
19 and remain their property and shall not become the property of
20 LESSOR.
21

22 **TEN.** PAYMENT OF TAXES AND INSURANCE. LESSOR, at his

23 sole cost and expense, agrees to maintain property and liability
24 insurance on the building complex and improvements on the
25 Demised Premises insured at all times during the Term of this



1 lease. LESSOR will pay all real property taxes or any other
2 assessments on the Demised Premises when due, including
3 improvements thereon during the Term hereof or any renewal
4 period.

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

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



1 the insurance carrier or carriers that the foregoing mutual
2 waiver of subrogation is contained in this lease.

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

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



1 have accrued on the commencement of the action and shall be paid
2 on the successful completion of that suit by LESSOR, LESSEE or
3 TENANT whichever the case may be.

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

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



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



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 [Signature]
7 ~~Karen Goode, Dept Manager~~
8 Social Services Supervisor
9 Community Services Director

By [Signature]
Cindy Edwards, Administrator

10 Date _____

Date 4-1-05

11 Reviewed as to format only:

TENANT

12 BRIAN SANDOVAL
13 Attorney General

STATE OF NEVADA
DEPARTMENT OF HUMAN RESOURCES

14 By [Signature]
15 Jesse A. Wadhams
16 Deputy Attorney General

By [Signature] for MJW
Michael J. Willden, Director

Date 4/5/05

Date 4/19/05
ASOTT

17
18 [Signature]
19 Clerk BOE
20
21 5-10-05

STATE OF NEVADA
DEPARTMENT OF HUMAN RESOURCES
HEALTH DIVISION

By [Signature] A801V
Alex Haartz, Administrator

Date 4/19/05



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 jambs 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. 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: June 3, 2005
B. Reed, Clerk of the Judicial District Court
of the State of Nevada, in and for the County of Douglas.
By Carol M. [Signature] Deputy