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OFFICIAL RECORD
Requested By:
DC/HUMAN RESOURCES

Assessor's Parcel Number: N/A

Date: NOVEMBER 16, 2006

Recording Requested By:

Name: SANDRA/HUMAN RESOURCES

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

Douglas County - NV
Werner Christen - Recorder
Page: 1 Of 24 Fee: 0.00
BK-1106 PG-5849 RPT: 0.00



AGREEMENT #2006.214
(Title of Document)

FILED

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2006 NOV 16 AM 10:16

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease"), made and entered into this 5th day of September, 2006 by and between DOUGLAS COUNTY 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 HEALTH AND HUMAN SERVICES, DIVISION OF HEALTH, WOMEN'S INFANT, CHILDREN (WIC), hereinafter referred to as TENANT.

BARBARA REED

[Signature]
NEVADA, 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 usable square feet of office space (the "Demised Premises") located at 1133 Spruce, Gardnerville, Nevada, 89410.

ONE. TERM OF LEASE. Subject to Article Twenty-Seven below, LESSOR hereby leases unto LESSEE and LESSEE agrees to lease from LESSOR, 302 usable square feet of office space located at 1133 Spruce, Gardnerville, Nevada, effective upon approval of the Board of Examiners, expected to be October 10, 2006, commencing on November 1, 2006, and terminating on October 31, 2007, unless this Lease has been renewed according to the provisions hereinafter set forth. It is hereby specifically and expressly



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

20 **TWO. COMPLIANCE WITH THE LAW.** The LESSOR shall promptly
21 execute and comply with all statutes, rules, orders, building
22 codes, fire codes (including but not limited to required fire
23 extinguishers), ordinances, requirements, and regulations of the
24 City, County, State, and Federal governments, including OSHA,
25 the Americans with Disabilities Act of 1990 (42 USC Section



1 12101 through 12213 and 47 USC Sections 225) and their
2 underlying regulations and rules, which are applicable to the
3 Demised Premises. Nothing herein contained shall be construed
4 to restrict the LESSOR from contesting the validity of any such
5 regulations, rule, or ordinance, provided the LESSOR indemnifies
6 the LESSEE to its reasonable satisfaction against the
7 consequences of non-compliance during the period of dispute.

8 **THREE. RENT.** TENANT agrees to pay to the LESSOR as and for
9 rental for said Demised Premises the sum of:

10 3.1 A monthly total of FOUR HUNDRED SEVEN DOLLARS AND
11 70/100 (\$407.70), from November 1, 2006 through October 31, 2007.

12 Rent shall be payable quarterly in advance on the first day
13 of each quarter to LESSOR at its address specified below. In the
14 event the commencement date of this lease is not the first day of
15 a calendar month, the rent shall be prorated on a per diem basis
16 for the calendar month in which the lease term begins.

17 **FOUR. PROPERTY TAXES AND OPERATING EXPENSES.** It is
18 understood and agreed between the Parties that the Rent
19 described in Section THREE above shall compensate LESSOR for
20 TENANT'S pro rata share of any and all operating expenses
21 attributable to the building complex, the building, or the
22 Demised Premises. There shall be no pass-through of property
23 tax or any type of operating expense to TENANT or LESSEE.



1 **FIVE. UTILITIES AND SERVICES.**

2 5.1 Utilities and Services Provided By LESSOR. LESSOR shall
3 provide TENANT with the following utilities and services at
4 LESSOR'S sole cost and expense during the Lease Term: gas, water
5 and sewer, electricity; a heating, ventilation and air
6 conditioning ("HVAC") system, fully equipped and of sufficient
7 capacity to achieve maximum efficiency and conserve energy in
8 its operation while providing a comfortable, professional office
9 environment in the Demised Premises for TENANT'S staff and
10 office equipment; if necessary, security for the safety of
11 TENANT'S employees and property; garbage collection; hot and
12 cold water sufficient for drinking, lavatory, toilet and
13 ordinary cleaning purposes; pest control, elevator service (if
14 applicable), and snow and ice removal from walkways, parking
15 lots and exterior stairs. It is expected that LESSOR shall use
16 its best efforts to have the snow and ice cleared/treated prior
17 to 8:00 a.m., Monday through Friday (except State Holidays) and
18 if snow is on-going during the day, to continue to provide this
19 service until 5:30 p.m. (if applicable); janitorial services
20 (paper products included) shall be provided to the Demised
21 Premises in accordance with **Exhibit "A" (Cleaning**
22 **Specifications)**, attached hereto, incorporated by reference
23 herein, and made a part of this lease.

24 5.2 Services Provided By TENANT. TENANT shall pay for
25 telephone, computer and data services that they may require.



1 **SIX. REPAIR AND MAINTENANCE.** LESSOR, at LESSOR'S sole cost
2 and expense, agrees to provide maintenance and make any and all
3 repairs necessary to keep the Building and the Demised Premises
4 in a first-class condition during the Lease Term, including but
5 not limited to: the Building structure, structural elements and
6 systems; public and common areas of the Building; fire
7 sprinklers and systems, fire extinguisher service, Life Safety
8 and Security systems (as required by governmental authorities);
9 heating, air conditioning; flooring (including but not limited
10 to, carpet, pad, tile, sub-floor and structural floor); interior
11 paint; exterior and interior lighting (including replacement of
12 fixtures, ballasts and bulbs); interior ceilings; electrical;
13 plumbing, pipes, fixtures and equipment (except those owned by
14 TENANT); roofing; exterior and interior walls; windows; doors;
15 stairs; corridors; restrooms; elevator maintenance (if
16 applicable); sidewalk repairs; landscaping maintenance; parking
17 lot repairs; and other similar repairs required as a result of
18 any defect or as a result of the same wearing out or becoming
19 unserviceable or damaged through no carelessness or negligence
20 on the part of the LESSEE or TENANT. TENANT shall make repairs
21 and replacements to the Demised Premises which are necessary due
22 to TENANT'S misuse or negligence. LESSEE and TENANT agree to
23 maintain the Demised Premises in as good a state of repair as
24 when first occupied, ordinary wear and tear, obsolescence, and
25 damage by the elements, fire, or other casualty excepted.



1 LESSOR agrees to conduct any and all repairs and
2 maintenance to the Demised Premises, the Building, and Common
3 Area Facilities at reasonable times and without undue
4 inconvenience to LESSEE or TENANT and for which, reasonable
5 access shall be provided thereby. When making repairs, LESSOR
6 shall take necessary actions to protect TENANT'S property and
7 personnel from loss, damage, and injury and to avoid disrupting
8 TENANT'S use and occupancy of the Demised Premises (Building).
9 Any substantial impairment of the use or enjoyment of the
10 Demised Premises, the Building or the Parking Lot that is of
11 such extent or nature as to materially handicap, impede or
12 impair TENANT'S use of the Demised Premises and therefore
13 renders the Demised Premises unfit for use by TENANT in the
14 ordinary conduct of its business shall cause the proportionate
15 abatement and reduction in Rent, by way of adjustment of
16 succeeding quarterly Rent payments, for such part of the Demised
17 Premises as shall be rendered unusable by TENANT in the conduct
18 of its business during the time such part is so unusable.

19 **SEVEN. REDUCTION OF SERVICES.** The Base Rent is based in
20 part upon services which LESSOR shall provide as described in
21 Section Five and Section Six, above. If for any reason services
22 to be provided by LESSOR are interrupted for more than five (5)
23 consecutive days following written notice of such failure from
24 LESSEE or TENANT, and the interrupted services substantially
25 impair and/or materially handicap TENANT'S intended use or



1 enjoyment of the Demised Premises, TENANT'S base rent shall be
2 abated proportionately for the period of interruption beginning
3 with the date the interruption in services began and ending when
4 the services are restored.

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

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

24 **TEN. PAYMENT OF TAXES AND INSURANCE.** LESSOR, at his sole
25 cost and expense, agrees to maintain property and liability



1 insurance on the building complex and improvements on the
2 Demised Premises insured at all times during the Term of this
3 lease. LESSOR will pay all real property taxes or any other
4 assessments on the Demised Premises when due, including
5 improvements thereon during the Term hereof or any renewal
6 period.

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

13 The State of Nevada is self insured for both liability and
14 property insurance. All liability claims are handled in
15 accordance with Nevada Revised Statutes, Chapter 41. Regarding
16 property insurance, the State self insures the first \$500,000.00
17 of each loss. Claims above that amount are commercially insured
18 under an all risks property insurance policy underwritten by FM
19 Global up to \$500,000,000.00.

20 **ELEVEN. INDEMNIFICATION.** To the extent of the liability
21 limitation set forth in NRS Chapter 41, the State/Tenant hereby
22 agrees to indemnify and hold harmless Lessor, its successor,
23 assigns, agents and employees from all claims, damages, losses
24 and expenses due to the Tenant's negligence arising out of or
25 resulting from the use and occupancy of the Premises or any



1 accident in connection therewith, but only to the extent caused
2 in whole or in part by negligent acts or omissions of the
3 Tenant, its subtenants, employees or agents. The State shall
4 not be required to indemnify the Lessor, its successors,
5 assigns, agents and employees for any liability, claims,
6 damages, losses or expenses relating to or arising out of this
7 lease which arise from acts, negligence or omission of the
8 Lessor, its successors, assigns, agents, and employees, or
9 anyone directly or indirectly employed by any of them or anyone
10 for whose acts any of them may be liable. Such obligation shall
11 not be construed to negate, abridge, or otherwise reduce any
12 other right or obligation of indemnity which would otherwise
13 exist as to any party or person described in this paragraph.

14 **TWELVE. CHOICE OF LAW AND FORUM.** The validity,
15 construction, interpretation, and effect of this Lease shall be
16 governed by the laws of the State of Nevada. The parties agree
17 any dispute and/or legal proceedings regarding this Lease are
18 subject to the sole jurisdiction of the State courts in the
19 State of Nevada.

20 **THIRTEEN. WAIVER OF SUBROGATION.** LESSOR and LESSEE or
21 TENANT hereby waive any rights each may have against the other
22 for loss or damage to its property or property in which it may
23 have an interest where such loss is caused by a peril of the
24 type generally covered by all risk property insurance with
25 extended coverage or arising from any cause which the claiming



1 party was obligated to insure against under this Lease, and each
2 party waives any right of subrogation regarding such property
3 damage or losses, that it might otherwise have against the other
4 party, any additional designated insured and any other tenant in
5 the building. The parties agree to cause their respective
6 insurance companies insuring the Demised Premises or insuring
7 their property on or in the Demised Premises to execute a waiver
8 of any such rights of subrogation or, if so provided in the
9 insurance contract, to give notice to the insurance carrier or
10 carriers that the foregoing mutual waiver of subrogation is
11 contained in this lease.

12 **FOURTEEN. BREACH OR DEFAULT.** In the event of any failure
13 by LESSOR, LESSEE, or TENANT to keep and comply with any of the
14 terms, covenants or provisions of this Lease or remedy any
15 breach thereof, the defaulting party shall have thirty (30) days
16 from the receipt of written notice of such default or breach
17 within which to remove or cure said default or breach, or in the
18 event the defaulting party is diligently pursuing the removal or
19 cure of such breach, a reasonable time shall be allowed beyond
20 the 30 days. In the event of breach or default by LESSEE or
21 TENANT which is not removed or cured within the time limits set
22 forth above, LESSOR may in addition to any other right of re-
23 entry or possession and at LESSOR's sole option, consider the
24 Lease forfeited and terminated and may re-enter and take
25 possession of the Demised Premises, removing all persons and



1 property therefrom with prior notification to LESSEE so that
2 arrangements concerning the removal of property can be made.

3 **FIFTEEN. ATTORNEY'S FEES.** In case suit shall be brought by
4 LESSOR or by LESSEE or TENANT for breach of any express
5 provision or condition of this lease, the prevailing party of
6 such action shall be entitled to reasonable attorney's fees, not
7 to exceed \$125.00 per hour, which shall be deemed to have
8 accrued on the commencement of the action and shall be paid on
9 the successful completion of that suit by LESSOR, LESSEE or
10 TENANT whichever the case may be.

11 **SIXTEEN. HOLDOVER TENANCY.** If LESSEE or TENANT hold
12 possession of the Demised Premises after the term of this Lease
13 or any renewal thereof, this Lease shall become a month-to-month
14 lease on the terms herein specified, but TENANT shall pay for
15 the first three (3) months of the holdover period a monthly
16 rental in an amount equal to the monthly rental immediately
17 preceding the Expiration Date. At the expiration of this three
18 (3) month grace period and throughout the balance of the
19 holdover period TENANT's rent shall increase by ten (10%) over
20 the monthly rent last paid by TENANT prior to the Expiration
21 Date. Rent shall be due and payable monthly in advance on the
22 first day of each month, and LESSEE or TENANT shall continue to
23 be a month-to-month TENANT until the tenancy shall be terminated
24 by any party hereto by written notice of termination delivered
25 at least one (1) month prior to termination.

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

8 **EIGHTEEN. OPTION TO RENEW.** LESSEE shall have the option to
9 renew this Lease for one (1) identical lease term by giving
10 written notice of intention to renew at least sixty (60) days
11 prior to expiration of the Lease Term or any renewal period
12 hereunder, except that the price per square foot shall be
13 renegotiated. The exercise of the option shall, however, not be
14 effective nor binding on the LESSEE or TENANT unless and until
15 the same has been approved by the Nevada Board of Examiners.

16 **NINETEEN. REMEDIES.** The remedies given to LESSOR, LESSEE
17 and/or TENANT shall be cumulative, and the exercise of any one
18 remedy shall not be to the exclusion of any other remedy.

19 **TWENTY. NOTICES.** All notices under this Lease shall be in
20 writing and delivered in person or sent by certified mail,
21 return receipt requested, to LESSOR or jointly to both LESSEE
22 and TENANT at their respective addresses set forth below or to
23 such other address as may hereafter be designated by either
24 party in writing:
25



1 LESSOR

2 Douglas County
3 1133 Spruce Street, Gardnerville, Nevada 89410
4 P.O. Box 218, Minden, Nevada 89423
5 Phone: (775) 782-9825

6 LESSEE

7 Department of Administration
8 Division of Buildings and Grounds
9 406 East Second Street, Suite #1
10 Carson City, Nevada 89701-4758
11 Phone: (775) 684-1800
12 Fax: (775) 684-1817

13 TENANT

14 Department of Health and Human Services
15 Division of Health
16 Women's Infants Children's Program (WIC))
17 505 West King Street, Room 204
18 Carson City, Nevada 89701-4799
19 Phone: (775) 684-4267

20 **TWENTY-ONE. SEVERABILITY.** If any term or provision of this
21 Lease or the application of it to any person or circumstance
22 shall to any extent determined in a legal proceedings to be
23 invalid and unenforceable, the remainder of this Lease (or the
24 application of such term or provision to persons or
25 circumstances other than those as to which it is invalid or
26 unenforceable) shall not be affected thereby, and each term and
27 provision of this Lease shall be valid and shall be enforced to
28 the extent permitted by law.

29 **TWENTY-TWO. AMENDMENT OR MODIFICATION.** This Lease
30 constitutes the entire agreement between the parties and may



1 only be amended or modified with the mutual consent of the
2 parties hereto, which amendment or modification must be in
3 writing, executed and dated by the parties hereto and approved
4 by the Board of Examiners of the State of Nevada.

5 **TWENTY-THREE. PRIOR TERMINATION.** This Lease may be
6 terminated prior to the terms set forth herein above or prior to
7 the natural expiration of any renewal period if, for any reason,
8 the purpose of this agreement is substantially impaired or
9 obstructed by any event, occurrence or circumstance outside the
10 control of LESSOR, LESSEE, or TENANT, including any governmental
11 condemnation, without prejudice or penalty to any party hereto
12 and without such event, occurrence or circumstance being
13 defined, and interpreted or construed as breach or default on
14 the part of any party.

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

22 **TWENTY-FIVE. SUCCESSORS.** Except as otherwise specifically
23 provided, the terms, covenants, and conditions contained in this
24 Lease shall apply to and bind the heirs, successors, executors,
25



1 administrators, and permitted assignees of the parties to this
2 Lease.

3 **TWENTY-SIX. CAPTION AND SECTION NUMBERS.** The captions
4 and section numbers appearing herein are inserted only as a
5 matter of convenience and are not intended to define, limit,
6 construe or describe to scope or intent of any section or
7 paragraph.

8 **TWENTY-SEVEN. PRIOR APPROVAL OF THE BOARD OF EXAMINERS.**
9 This Lease is contingent upon prior approval by the Nevada Board
10 of Examiners and is not binding upon the parties hereto or
11 effective until such approval.

12 **TWENTY-EIGHT. COUNTERPARTS.** This Agreement may be executed
13 in one or more counterparts, each of which will be deemed an
14 original and all of which together will constitute one and the
15 same instrument.

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22



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

3
4 LESSOR

5 DOUGLAS COUNTY

6 By Karen Goode
7 Karen Goode
8 Social Services Manager

9 Date 9/6/06

LESSEE

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
DIVISION OF BUILDINGS & GROUNDS

By Cindy Edwards
(Cindy Edwards, Administrator

Date 9-11-06

10 Reviewed as to format only:

11 George J. Chanos
12 Attorney General

13 By Mark Krueger
14 Mark Krueger
15 Senior Deputy Attorney General

16 Date 9-6-06

TENANT

STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN
SERVICES

By Michael J. Willden ASO II
for Michael J. Willden, Director

Date 9/7/06

17
18 Approved by:

19 BOARD OF EXAMINERS

20
21 By Andrew K. Clinger
22 Andrew K. Clinger, Clerk

23 Date 10-7-06

STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN
SERVICES
DIVISION OF HEALTH

By Alex Haartz
Alex Haartz, Administrator

Date 9/7/06

EXHIBIT "A"

CUSTODIAL REQUIREMENTS AND SPECIFICATIONS

1. GENERAL TERMS AND CONDITIONS

- 1.1 Requirement of Custodial Vendor. Vendor must be insured and licensed to do business in the State of Nevada.
- 1.2 Use of State Equipment and/or State Employee's Personal Property. The Vendor and his/her employees are strictly prohibited from using State equipment and/or a State's employee's personal property for any reason. This includes, but is not limited to, televisions, video cassette recorders, radios, tape recorders, copy machines, typewriters and computers.
- 1.3 Use of State Telephones. The use of telephones in any building will be allowed only in case of an emergency or to call the Alarm Company for the purpose of alarm in 's and out' s. If an employee of the Vendor uses a phone to make any personal calls the vendor will be financially responsible and the employee may be prohibited from entering the Premises.

2. SECURITY REQUIREMENTS.

- 2.1 Authorized Personnel. Vendor's employees or agents are expected to be fully trained, competent individuals. Vendor or Vendor's employees or agents are strictly prohibited from bringing children, friends, relatives, or any other person into the Premises who is not an authorized employee of Vendor assigned to work in the Premises.
- 2.2 Background Check. All employees or agents of Vendor that will be working in Demised Premises are required to have a local law enforcement background check completed. Prior to entering the Demised Premises to work, all Vendor employees must obtain and wear an Identification Card with the Vendor's name, and the employee's name and picture.
- 2.3 List of Vendor's Employees. Vendor shall furnish the Property Manager with a list of all proposed employees. Vendor shall ensure that all background checks shall have been made and the results submitted to the Property Manager at least seven (7) days prior to an employee starting work in the buildings.
- 2.4 Change in Vendor's Employees. In the event it is necessary for Vendor to replace or substitute an employee, either on a temporary or permanent basis, Vendor shall notify the Property Manager prior to the change and shall also insure that the required background checks have been completed and the results provided to the Property Manager. Vendor employees must obtain and wear an Identification Card with the Vendor's name, and the employee's name and picture.
- 2.5 All Exterior Doors. During the hours of 6:00 p.m. to 6:00 a.m., all exterior doors are to be kept locked at all times and Vendor's employees are strictly prohibited from opening exterior doors for anyone. It being understood that any person authorized to enter the building(s) after normal

working hours have been provided a key. An exterior door is never to be propped open for the convenience of running to the dumpster, or taking care of any outside projects associated with this contract. The only exception to this rule would be if the threshold on an exterior door way is being cleaned and vendor's employees remain present until the exterior door is closed and locked. The Vendor's supervisor will be responsible for ensuring all exterior doors have been secured when work is completed.

2.6 All Interior Doors. During the hours of 6:00 p.m. to 6:00 a.m. all interior doors that have locks are to be locked and unnecessary lighting is to be turned off after completion of the work in an immediate area. An area is not to be left unsecured at any time. The Vendor's supervisor will be responsible for ensuring all interior doors have been secured when work is completed.

2.7 Building Keys, Alarm Code and Proximity Card Care. The Vendor shall be fully responsible for the protection of all keys, proximity cards, and alarm codes furnished to Vendor. The Vendor shall notify the Property Manager in writing when any of Vendor's employees resigns, is terminated or is moved to another facility. Should the key(s) or proximity cards allotted to Vendor become lost or stolen, or if the corresponding locks have to be re-keyed, the Property Manager may reissue keys, proximity cards, locks and alarm codes at Vendor's expense.

3. PROJECT SPECIFICATIONS.

3.1 Hours of Service. All normal, routine service, inspection work and cleaning of building is to be completed five days per week, Sunday through Thursday, between the hours of 6:00 p.m. to 6:00 a.m., except for emergency call back services.

4. DAILY CLEANING SPECIFICATIONS.

4.1 GENERAL OFFICE AND PUBLIC AREAS. NOTE: Computer keyboards and monitors, typewriters and calculators are not to be cleaned in any manner by the Vendor's employees. The users of this equipment will be responsible for their cleaning. Also, desks and work surfaces are that are not cleaned-off shall not be cleaned.

4.2 DAILY PROCEDURES:

A. OFFICES

1. Empty trash receptacles. All trash and other waste material labeled as "trash" must be removed from the building. All trash is to be placed in large plastic trash bags and trash receptacles are to be lined with plastic bags each time they are emptied. Trash receptacles 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 trash receptacles. Liners shall be replaced at least once a week, or daily if organic matter or stench is present. In the event a "recycling program" is instituted, all recycled materials shall be emptied into the appropriate exterior containers.
2. Clean, sanitize, and polish drinking fountains.

3. Vacuum and spot clean all carpeted areas including corridors, pathways within office areas, elevators and lobby. All vacuums shall be equipped with a HEPA filtration system that meets all State and Federal legal requirements. In the event stains or other foreign substance cannot be removed from the flooring, the Property Manager shall be notified the next business day.
4. Dust mop and spot damp mop all hard floor areas, including copy rooms. Upon completion of daily work, all floors shall be free of all dust, dirt, film streaks, debris and standing water and present a uniform clean appearance.
5. Clean entryways and glass in entryway doors, both inside and outside.
6. Dusting. See Section II. A. 1., below.
7. Clean all customer service counters daily with a damp cloth or sponge using a disinfectant. After washing the counters they are to be dried to insure that the counters are not sticky or streaked from the cleaner used.

B. RESTROOMS, LOCKER ROOMS AND SHOWER ROOMS.

1. All fixtures floors, walls and stall dividers are to be "cleaned" with an approved cleaner disinfectant that will not harm finishes and shall dry completely streak-free and stain free nightly. Stock piling of refill supplies in the areas of these dispensers is not permitted
2. Refill hand soap, toilet paper, paper towel and seat cover dispensers.
3. Empty trash containers, spray and damp-wipe with disinfectant and change liner. In the ladies rest rooms all sanitary napkin depositories are to be checked and emptied nightly. The units are to be wiped outside and inside with a disinfectant cleaning solution and streak free. If bags are used they are to be replaced. Note! The only bag that will be acceptable will be a quality brown wax paper coated bag.
4. Clean mirrors with glass cleaner.
5. All fixtures, including but not limited to urinals, toilets, toilet seats and trim, walls and stall dividers are to be cleaned and sanitize with an appropriate disinfectant/cleaner.
6. Wet mop and sanitize floors.
7. Floor drains are to be flushed with an approved disinfectant type solution.

C. EMPLOYEES LOUNGE:

1. Wash and sanitize table tops, damp clean chair seats and backs.

2. Spot clean all mirror or glass surfaces.
3. Vacuum all carpeted areas thoroughly.
4. Sweep and damp mop all hard floors.
5. Empty trash receptacles, damp wipe, replace liner.
6. All vending machines shall have the tops dusted and the surfaces of the machines shall be cleaned with a disinfectant.

D. COMMON AREAS:

1. Hard Floor Care. Dust mop and spot damp mop with cool, clean, water all ceramic, stone, resilient, linoleum or other compound tile floor daily. Upon completion of daily routine work, all floors will be free of all dust, dirt, film streaks, debris and standing water.
2. Drinking Fountains. Clean, polish and sanitize drinking fountains. Leave no streaks, smudges and watermarks.
3. Clean Entryways and Glass in Entryway Doors. Entry glass is to be cleaned inside and outside daily utilizing a chemical to minimize fingerprints. Entry doors are to be considered to be all doors that lead in or out of a building and the windows that in compass the entry whether it be just one or a hall way that is considered the entry corridor this is to height of not to exceed twelve feet.
4. Cigarette Ash-trays and Sand Urns in Smoking Areas. All cigarette butts, matches, bits of paper etc. are to be removed daily and sand added as needed to maintain a full level. At the end of each month Vendor shall dispose of the old sand and refill the container with new sand. The sand will be provided by the Vendor.
5. Public Telephone Care. Clean and sanitize all public telephones and associated equipment in the building with a damp cloth using a disinfectant. All chrome around the phone is to be polished and any glass and/or plastic are to be cleaned and polished.
6. Rubberized Mat/Carpets Care. Rubberized carpet mats are to be provided at the entrances to each building and shall be vacuumed daily with a HEPA vacuum and changed weekly.
7. Interior Stairwells. If a spill of any kind is found in a stairwell it is to be cleaned-up immediately. All trash and debris are to be removed nightly.

E. ELEVATORS:

1. Elevators shall be wiped down daily with a general cleaner/disinfectant to remove all finger prints, marks, streaks or smudges, etc. Floor shall be vacuumed (if carpet) or damp

mopped (if hard floor). The elevator door tracks shall be kept clean and free of debris.

II. WEEKLY PROCEDURES:

A. OFFICES

1. **Dusting.** Dust all exposed (clear of all papers/materials) furniture tops and sides. This includes desks, chairs, tables, lamps, filing cabinets, tops of half-walls (including tops of modular walls), shelves, sills and ledges, door frames. Walls and doors shall be kept clean and free from noticeable spots and hand prints. This task should be accomplished in a manner that does not disturb any of the objects that are on the surface. It is understood that the dusting cannot be completed on a daily basis, however, the dusting should be scheduled so that this work is completed through-out the entire building each week.
2. All interior stairwells are to be swept and damp mopped at least once a week, or as often as necessary and the hand rails are to be wiped with a neutral cleaner. If a spill of any kind is found in a stairwell it is to be cleaned-up immediately.
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. **Hard Floor Care.** Vinyl composition Tile (VCT), linoleum, ceramic tile and sealed concrete. All hard surfaces shall be dust mopped and then damp mopped using cool, clean, water with a neutral cleaner. Then buff to achieve a proper clean, safe and finished look. Floors will be free of dirt, dust, film, streaks, debris.
7. All interior and exterior doors shall be kept clean of finger prints, marks, streaks or smudges. All thresholds and door trim is to be cleaned as well.

III. QUARTERLY PROCEDURES:

1. Clean HVAC supply and return air vents and areas around vents using brush and vacuum.
2. Vacuum/dust all high areas including walls and insure they are clean of dust and webs.
3. Shampoo carpeting in entrance, general lobby area, high foot traffic corridors and any high foot traffic areas where a pattern is showing.
4. **Base Cove and Wainscot Care.** Wipe down/clean all base cove and wainscot throughout



the building.

5. All interior and exterior windows of the building shall be cleaned three (3) times per year (Not Quarterly). The cleaning shall be scheduled in the Spring, Summer and Fall. Clean windows will be defined as follows. There are to be no; streaks, smudges, water spots, finger prints, dirt/mud or other foreign matter on the surface of any glass upon completion of this service. The Vendor will be responsible for arranging the Window Cleaning Contract as well as the cost of the window cleaning contract
6. All interior and exterior doors shall be cleaned using appropriate cleaners. All thresholds, door trim and door jam tops, are to be cleaned as well. The doors are not to show any residual streaks or marks. There is to be no build-up of wax, or dirt on the thresholds at any time.

IV. SEMI-ANNUAL PROCEDURES:

1. Carpet Cleaning. All carpet through-out the Premises shall be cleaned two (2) times per year. Cleaning must be scheduled with Tenant prior to work being done. All carpet areas are first to be thoroughly vacuumed with a HEPA vacuum, then steam cleaned. Carpets shall be cleaned using a licensed and bonded carpet cleaning company utilizing STEAM/HOT/WATER EXTRACTION. Proper cleaning will result in carpets free from all types of soil, dry dirt, water soluble soils and petroleum-soluble soils.
2. Clean all interior light fixtures including ceiling lights and diffusers/reflectors to remove dust, marks and bugs.
3. Vacuum (with HEPA vacuum) all vertical and horizontal blinds.
4. Vacuum all upholstered surfaces with a HEPA vacuum, including but not limited to, modular furniture with cloth walls, chairs, couches, benches, ottoman, etc.
5. Scrub and wax all resilient flooring two times per year. Floor finish is understood to be used as a preservative and also as a safety (non-slip) factor. Schedule this activity to correspond with Item # 1 under Annual Procedures, below.
6. Clean and polish door plates, jambs, thresholds, sills, trim, handles, and hardware.

V. ANNUAL PROCEDURES:

1. Hard Floor Care Vinyl composition tile (VCT), linoleum, ceramic tile and sealed concrete. Strip floors of old wax and floor finish. Apply three coats of sealer to all floors and let sealer dry completely. Re-coat Ceramic Tile and Sealed Concrete (lobby floors) with Crete Treat or other floor finish acceptable to the Property Manager. Re-coat VCT and linoleum floors with three coats of non-slip wax. Burnish using a high-speed floor machine to achieve a wet-look finish.



Upon completion all floors shall be free of all dust, dirt, film streaks, debris, standing water and will present a uniform wet look appearance when dry. There should not be a visible build-up of wax, dirt or discoloration around the edge of the hard floor where it meets the cove molding, nor at any corners or door jambs.

COPY

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: November 16, 2006

BREED Clerk of the 9th Judicial District Court of the State of Nevada, in and for the County of Douglas.

By Carol M. Mullock Deputy

