

Recorder's Office Cover Sheet

Recording Requested By:

Name: Ann Reno

Department: Community Development



00169475202309977550170174

SHAWNYNE GARREN, RECORDER

Type of Document: (please select one)

- Agreement
- Contract
- Grant
- Change Order
- Easement
- Other specify: _____

*This agreement replaces previously recorded agreement 2023-997367

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this 15th day of June, 2023, between ELK POINT PLAZA LLC, hereinafter referred to only as "Owner", and Douglas County Community Development, hereinafter referred to only as "Tenant".

FILED

NO. 2023.119

DATE
6/20/2023

DOUGLAS COUNTY CLERK
MINDEN, NV

BY MP DEPUTY

ARTICLE I. Grant and Term: In consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of Tenant to be observed and performed, the Owner demises and leases to the Tenant, and Tenant rents from Owner, those certain premises known as the ELK POINT PLAZA, 310 Dorla Court, Suite 208, Office F, Douglas County, Nevada, which premises consists of an interior area of 144 square feet, called "lease Premises", same bounded in red on Exhibit "A" (hereto attached and incorporated herein by reference).

The use and occupation by the Tenant of the leased premises shall include the use in common with others entitled thereto of the common areas, parking areas and sidewalks, subject, however, to the terms and conditions of this Agreement and to reasonable rules and regulations for the use thereof as prescribed from time to time by the Owner.

The term of this lease and Tenant's obligation to pay rent hereunder shall commence upon June 15, 2023 and end on June 14, 2024. This lease may be renewed at the end of the lease term by agreement of the Owner and Tenant, in writing, to either extend this lease agreement an additional year or create and execute a new, written, and signed lease agreement. The lease may be terminated early at the request of either party by providing the other party 30 days written or email notice.

Anything in this Agreement to the contrary notwithstanding, providing such cause is not due to the willful act of neglect of the Owner, the Owner shall not be deemed in default with respect to the performance of any of the terms, covenants and conditions of this Lease, if same shall be due to any strike, lockout, civil commotion, war-like operation, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, inability to obtain any material, service or financing, through act of God or other cause beyond the control of Owner.

ARTICLE II. Rent: Tenant agrees to pay to Owner, at the office of Owner or at such other place designated by Owner, without any prior demand therefor and without any deduction or set-off whatsoever, and as fixed minimum rent:

The sum of \$360.00 in advance upon the first day of each calendar month during occupancy.

Tenant shall pay, as additional rent, any money required to be paid pursuant to other provisions of the Lease Agreement, and all other sums of money or charges required to be paid by Tenant under this Lease, whether or not the same be designated as additional rent. If such amounts or charges are not paid at the time provided they shall, nevertheless, if not paid when due, be collectible as additional rent with the next installment of rent thereafter falling due hereunder, but nothing herein contained shall be deemed to suspend or delay the payment of any amount of money or charge at the time the same becomes due and payable hereunder, or limit any other remedy of the Owner.

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ARTICLE III. Conduct of Business by Tenant: Tenant shall use the leased premises solely for the purpose of conducting the business of a business office. Tenant shall not conduct any retail business or gaming activity in or from the leased premises. Tenant shall not permit any business other than that specified in this Article herein to be operated in or from the leased premises or any business whatsoever by any concessionaire or licensee without the prior written consent of Owner. Tenant and Tenant's employees and agents shall not solicit business in the parking or other common areas, nor shall Tenant distribute any handbills or other advertising matter in automobiles parked in the parking area or other common areas.

ARTICLE VI. Security Deposit: Tenant, contemporaneously with the execution of this Lease, has deposited with Owner an amount equal to one month's rent, receipt of which is hereby acknowledged, which represents a Security Deposit. Said deposit shall be held by Owner, without liability for interest, as security for the faithful performance by Tenant of all of the terms, covenants and conditions of this Lease by said Tenant to be kept and performed during the term hereof. If, at any time during the term of this Lease, any of the rent herein reserved shall be overdue and unpaid, or any other sum payable by Tenant to Owner hereunder shall be overdue and unpaid, then Owner may, at the option of Owner (but Owner shall not be required to), appropriate and apply any portion of said deposit to the payment of such overdue rent or other sum.

In the event of the failure of Tenant to keep and perform any of the terms, covenants and conditions of this Lease to be kept and performed by Tenant, the Owner, at its option, may appropriate and apply said entire deposit or so much thereof as may be necessary to compensate the Owner for loss or damage sustained or suffered by Owner due to such breach on the part of Tenant. Should the entire deposit, or any portion thereof, be appropriated and applied by Owner for the payment of overdue rent, or other sums due and payable to Owner by Tenant hereunder, then Tenant shall, upon the written demand of Owner, forthwith remit to Owner a sufficient amount in cash to restore said security to the original sum deposited, and Tenant's failure to do so within five (5) days after receipt of such demand shall constitute a breach of the Lease. Should Tenant comply with all of said terms, covenants and conditions, and promptly pay all of the rental herein provided for as it falls due, and all other sums payable by Tenant to Owner hereunder, the said deposit shall be returned in full to Tenant at the end of the term of this Lease, or upon the earlier termination of the Lease.

ARTICLE V. Tenant Improvements: Tenant shall not make or cause to be made any alterations, additions or improvements, or install or cause to be installed any fixture, exterior signs, floor covering, interior or exterior lighting, plumbing fixtures, shades, awnings or any changes to the interior or exterior of the building without first obtaining Owner's approval and consent. All alterations, decorations, additions and improvements made by the Tenant, or made by the Owner on the Tenant's behalf by agreement under this Lease, shall remain the property of the Tenant for the term of the Lease or any extension or renewal thereof. Such alterations, decorations, additions and improvements shall not be removed from the premises prior to the end of the term hereof without prior consent in writing from the Owner. Upon expiration of this Lease or any renewal term thereof, the Tenant shall, at the request of Owner, remove all such alterations, decorations, additions

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and improvements, and restore the leased premises as provided in Article VI hereof. If the Tenant fails to remove such alterations, decorations, additions and improvements and restore the leased premises, then upon the expiration of this Lease or any renewal thereof, and upon the Tenant's vacating the premises, and at the option of Owner: (a) all such alterations, decorations, additions and improvements shall become the property of the Owner, or (b) Owner shall remove same and restore the premises, costs of which shall be paid by Tenant.

Tenant shall promptly pay all contractors and materialmen so as to minimize the possibility of a lien attaching to the leased premises, and should any such lien be made or filed, Tenant shall bond against or discharge the same within ten (10) days after written request by Owner. Owner may post notices of non-responsibility in the manner required by law to cause same to be effective.

ARTICLE VI. Surrender and Maintenance of Leased Premises: Owner shall at all times and as reasonably required keep the entrances, doors, fixtures, glass, equipment and appurtenances thereof (including lighting, heating and plumbing fixtures), parking lot and all other common areas in good order, condition and repair, including snow removal, as required, except for damage by reason of negligent acts of Tenant or its invitees, or any omission to act for which Tenant shall be financially responsible.

At the expiration of the tenancy hereby created, Tenant shall surrender the leased premises in the same condition as the leased premises were in upon delivery of possession thereto under this Lease, reasonable wear and tear excepted, and damage by unavoidable casualty excepted, and shall surrender all keys for the leased premises to Owner at the place then fixed for the payment of rent, and shall inform Owner of a combinations of locks, safes and vaults, if any, in the leased premises. Tenant shall remove all its trade fixtures and any alterations or improvements as provided in Article V hereof before surrendering the premises as aforesaid, and shall repair any damage to the leased premises caused thereby. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of the term of this Lease.

The Rules and Regulations appended to this Lease as Exhibit "B", are hereby made a part of this Lease, and Tenant agrees to comply with and observe the same. Tenant's failure to keep and observe said rules and regulations shall constitute a material breach of the terms of this Lease in the manner as if the same were contained herein as covenants. Owner reserves the right, from time to time, to amend or supplement said rules and regulations, and to adopt and promulgate additional rules and regulations applicable to leased premises and the ELK POINT PLAZA. Notice of such additional rules and regulations, and amendments and supplements, if any, shall be given to Tenant, and Tenant agrees to comply with and observe all such rules and regulations, and amendments thereto and supplements thereof, provided the same shall apply uniformly to all Tenants of the ELK POINT PLAZA.

ARTICLE VII. Insurance and Indemnity: Tenant shall during the entire term hereof keep in full force and effect comprehensive general liability insurance with respect to the leased premises, and the business operated by Tenant, and any subtenants of Tenant in the leased premises, in which the limits for bodily injury and property damage shall be not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate. The policy shall name Owner, any person, firm, or

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corporation designated by Owner as an additional insured, and Tenant as insured, and shall contain a clause that the insurer will not cancel or change the insurance without first giving the Owner thirty (30) days prior written notice. The insurance shall be in an insurance company approved by Owner, and a copy of the policy or a certificate of insurance shall be delivered to Owner. Said amounts of insurance shall be increased by Tenant on receipt of written notice from Owner of requirement so to do in the event that Owner, in its sole and uncontrolled discretion, determines that changing conditions of business, litigation trends, or other factors indicated such increase.

Tenant agrees that it will not keep or use upon the leased premises any article that may be prohibited by the standard form fire insurance policy. Tenant agrees to pay any increase in premiums for fire and extended coverage insurance that may be charged during the term of this Lease on the amount of such insurance which may be carried by Owner on said premises or the building of which they are a part, resulting from the type of personal property, inventory, equipment or merchandise kept or sold by Tenant in the leased premises, whether or not Owner has consented to the same. In determining whether increased premiums are the result of Tenant's use of the leased premises, a schedule, insured by the organization making the insurance rate on the leased premises, showing the various components of such rate, shall be conclusive evidence of the several items and charges which make up the fire insurance rate on the leased premises.

In the event Tenant's occupancy causes any increase of premium for the fire and/or casualty rates on the leased premises, or any part thereof, above the rate for the least hazardous type of occupancy legally permitted in the leased premises, the Tenant shall pay the additional premium on the fire and/or casualty insurance policies by reason thereof. The Tenant shall also pay in such event any additional premium on the rent insurance policy that may be carried by the Owner for its protection against rent loss. Bills for such additional premiums shall be rendered by Owner to Tenant at such times as Owner may elect, and shall be due from and payable by Tenant when rendered, and the amount thereof shall be deemed to be, and be paid as additional rent.

Tenant will indemnify Owner and save it harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and or damage to property arising from or out of any occurrence in, upon or at the leased premises, or the occupancy or use by Tenant of the leased premises or any part thereof, or occasioned wholly or in part by any act or omission of Tenant, its agents, contractors, employees, servants, lessees or concessionaires. In case Owner, shall, without fault on its part, be made a party to any litigation commenced by or against Tenant, then Tenant shall protect and hold Owner harmless and shall pay all costs, expenses and reasonable attorney's fees that may be incurred or paid by Owner in enforcing the covenants and agreements in this Lease.

Owner shall during the entire term hereof keep in full force and effect comprehensive property insurance covering loss or damage to the leased premises and ELK POINT PLAZA, as well as all Owner owned trade fixtures, merchandise and other personal property located in, on, or about the leased premises, with extended coverage endorsements, in the amount not less than one hundred percent (100%) of their estimated replacement cost.

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Owner will indemnify Tenant and save it harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and or damage to property occasioned wholly or in part by lessees or concessionaires. In case Tenant, shall, without fault on its part, be made a party to any litigation commenced by or against Owner, then Owner shall protect and hold Tenant harmless and shall pay all cost, expenses and reasonable attorney's fees that may be incurred or paid by Tenant in enforcing the covenants and agreements in the Lease.

ARTICLE VIII. Utilities: Owner shall be solely responsible for and promptly pay all charges for sewer, water, gas and electricity used or consumed in the leased premises. Owner shall also provide wireless internet services in Shared Suite 208. In no event shall Owner be liable for an interruption or failure in the supply of any such utilities to the leased premises.

ARTICLE IX. Subordination: Upon request of the Owner, Tenant shall subordinate its rights hereunder to the lien of any mortgage or mortgages, or the lien resulting from any other method of financing or refinancing, now or hereafter in force against the land and/or buildings of which the leased premises are a part and to all advances made or hereafter to be made upon the security thereof.

ARTICLE X. Assignment and Subletting: Tenant shall not assign this Lease in whole or in part, nor sublet all or any part of the leased premises without the prior written consent of Owner in each instance, which consent shall not be unreasonably withheld by Owner.

ARTICLE XI. Waste, Governmental Regulations: Tenant shall not commit or suffer to be committed any waste upon the leased premises or any nuisance or other act or thing which may disturb the quiet enjoyment of any other tenant in the building in which the leased premises may be located, or in the remaining area of ELK POINT PLAZA.

Tenant shall, at Tenant's sole cost and expense, comply with all of the requirements of all county, municipal, state, federal and other applicable governmental authorities now in force, or which may hereafter be in force pertaining to the said premises, and shall faithfully observe in the use of the premises all municipal and county ordinances and state and federal statutes now in force or which may hereafter be in force.

ARTICLE XII. Destruction of Leased Premises: If the leased premises shall be damaged by fire, the elements, unavoidable accident or other casualty, but are not thereby rendered untenable in whole or in part, Owner shall, at its own expense, cause such damage to be repaired, and the rent shall not be abated. If by reason of such occurrence the premises shall be rendered untenable only in part, Owner shall, at its own expense, cause the damage to be repaired, and the fixed minimum rent meanwhile shall be abated proportionately as to the portion of the premises rendered untenable. If the premises shall be rendered wholly untenable by reason of such occurrence the Owner shall, at its own expense, cause such damage to be repaired, and the rent meanwhile shall abate until the leased premises has been restored and rendered tenantable, or Owner may, at its election, terminate this Lease and the tenancy hereby created, giving to Tenant within the sixty (60) days following the date of said occurrence, written notice of Owner's election so to do, and in event of such termination, rent shall be adjusted as of such date.

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In the event that fifty percent (50%) or more of the rentable area of the ELK POINT PLAZA shall be damaged or destroyed by fire or other cause, notwithstanding that the leased premises may be unaffected by such fire or other cause, Owner may terminate this Lease and the tenancy hereby created by giving to Tenant five (5) days prior written notice of Owner's election so to do, which notice shall be given, if at all, within the sixty (60) days following the date of said occurrence. Rent shall be adjusted as of the date of such termination.

ARTICLE XIII. Default of the Tenant: In the event of any failure of Tenant to pay any rental due hereunder within ten (10) days after the same shall be due, or any failure to perform any of the other terms, covenants or conditions of this Lease to be observed or performed by Tenant for more than thirty (30) days after written notice of such default shall have been given to Tenant, or if Tenant or any guarantor of this Lease shall become bankrupt or insolvent, or file any debtor proceedings, or take or have taken against Tenant or any guarantor of this Lease in any Court pursuant to any statute, either of the United States or of any State, a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of Tenant's or any such guarantor's property, or if Tenant or any such guarantor makes an assignment for the benefit of creditors or petitions for or enters into an arrangement, or if Tenant shall abandon said premises or suffer this Lease to be taken under any writ of execution, then Owner, besides other rights or remedies it may have, shall have the immediate right of re-entry and may remove all persons and property from the leased premises, and such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Tenant, all without service of notice or resort to legal process, and without being deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby.

Should Owner elect to re-enter as herein provided, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, it may either terminate this Lease or take appropriate action to mitigate damages.

Should Owner at any time terminate this Lease for any breach, in addition to any other remedies it may have, it may recover from Tenant all damages it may incur by reason of such breach, including the cost of recovering the leased premises, reasonable attorney's fees, and including the worth at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this Lease for the remainder of the stated term over the then reasonable rental value of the leased premises for the remainder of the stated term, all of which amounts shall be immediately due and payable from Tenant to Owner. In determining the rent which would be payable by Tenant hereunder subsequent to default, the annual rent for each year of the unexpired term shall be equal to the monthly and additional rents paid by Tenant from the commencement of the term to the time of default, or during the preceding three (3) full calendar years, whichever period is shorter.

ARTICLE XIV. Access By Owner: Owner or Owner's agents shall have the right to enter the leased premises at all reasonable times to examine the same and to show them to prospective purchasers or lessees of the building, and to make such repairs, alterations, improvements or additions as Owner may deem necessary or desirable, and Owner shall be allowed to take all materials into and upon said

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premises that may be required therefor, without the same constituting an eviction of Tenant in whole or in part, and the rent reserved shall in no way abate while said repairs, alterations, improvements or additions are being made by reason of loss or interruption of business of Tenant or otherwise.

Tenant agrees that Owner shall have access to the ceiling cavity in the premises during Tenant's business hours for the purpose of hooking up new electrical or telephone outlets in one or more of the offices located on the second floor above the premises, or for the performance of any other maintenance responsibility.

ARTICLE XV. Tenant's Property: Tenant shall give immediate notice to Owner in case of fire or accidents in the leased premises, or in the building of which the premises are a part, of defects therein or in any fixtures or equipment. Tenant shall be solely responsible for risk of loss to all personal property of Tenant or Tenant's invitees and of all Tenant improvements.

ARTICLE XVI. Successors: All rights and liabilities herein given to or imposed upon the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors and assigns of the said parties; and if there shall be more than one tenant, they shall all be bound jointly and severally by the terms, covenants and agreements herein. No rights, however, shall inure to the benefit of any assignee of Tenant, unless Owner has approved the assignment to such assignee in writing as provided in Article IX hereof. However, in the event that Tenant becomes ill to the extent that he can no longer run his business, or his death, Owner shall be given notice, and this Lease Agreement shall end upon Tenant or Tenant's heirs vacating the space.

ARTICLE XVII. Quiet Enjoyment: Upon payment by the Tenant of the rents herein provided, and upon the observance and performance of all the terms, covenants and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the leased premises for the term hereby demised, without hindrance or interruption by Owner or any other person or persons lawfully or equitably claiming by, through or under the Owner, subject, nevertheless, to the terms and conditions of this Lease.

ARTICLE XVIII. Parking and common Use areas and Facilities: Without limiting the scope of discretion, Owner shall have the full right and authority to employ all personnel and to make all rules and regulations pertaining to and necessary for the proper operation and maintenance of the common areas and facilities.

ARTICLE XIX. Miscellaneous: The waiver by Owner of any breach of any term, covenant or conditions herein contained shall not be deemed to be a waiver of such term, covenant or condition, or any subsequent breach of the same, or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Owner shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease, other than the failure of Tenant to pay the particular rental so accepted, regardless of Owner's knowledge of such preceding breach at the time of acceptance of such rent. No term, covenant or condition of this Lease shall be deemed to have been waived by Owner unless such waiver is in writing by Owner.

No payment by Tenant or receipt by Owner of a lesser amount than the monthly rent herein stipulated shall be deemed to be other than on account of the

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earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Owner may accept such check or payment without prejudice to Owner's right to recover the balance of such rent or pursue any other remedy in this Lease provided.

This Lease and the Exhibits and Rider, if any, attached hereto and forming a part hereof, set forth all the covenants, promises, agreements, conditions and understandings between Owner and Tenant concerning the leased premises, and there are no covenants, promises, agreements, conditions or understandings either oral or written between them other than as are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Owner or Tenant unless reduced to writing and signed by them.

In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Lease, then performance of such act shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. The provisions of this section shall not operate to excuse Tenant from prompt payment of rent, additional rent or any other payments required by the terms of this Lease.

Any notice, demand, request or other instrument which may be given under this Lease shall be delivered in person or sent by United States certified mail, postage prepaid, and shall be addressed (a) if to Owner:

ELK POINT PLAZA LLC
Attn: Becky Darrow
P.O. Box 10907
Zephyr Cove, NV 89448
beckydintahoe@gmail.com

Or at such other address as Owner may designate by written notice, and (b) if to Tenant:

DOUGLAS COUNTY COMMUNITY DEVELOPMENT
Attn: TOM DALLAIRE
P.O. Box 218
Minden, NV 89423
(775) 782-6201

Or at such other address as Tenant may designate by written notice.

The captions and section numbers appearing in this Lease are inserted only as a matter of convenience, and in no way define, limit, construe or describe the scope or intent of such sections or articles of this Lease, nor in any way affect this Lease.

If any term, covenant or condition of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to

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persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

In any case in which any payment required to be made hereunder is not received by the Owner within ten (10) days from its due date, Tenant shall be assessed and agrees to forthwith pay to Owner a penalty of fifteen percent (15%), plus interest at the rate of fifteen percent (15%)APR on such original sum.

Time is of the essence of this Lease, and in connection therewith, it is agreed by the parties that in the performance of any thing, the date named therein or calculated therefrom, as the date on or before which said act or thing must be performed, shall be controlling, and each party hereto specifically waives the benefit of the right to perform within a reasonable time after the date so named or so calculated, any law or statute of the State of Nevada to the contrary notwithstanding.

The parties hereto agree that no broker's commissions are to be paid, and each party agrees to indemnify the other against any claims asserted against the respective party. Notwithstanding, Tenant acknowledges that landlord, Becky Darrow, is a licensed California and Nevada Real Estate Broker.

Tenant acknowledges that the ELK POINT PLAZA complex was designed with one parking space for each 250 square feet of office space and shall have access to their proportionate share of the parking lot.

The Douglas County Fire Department currently requires each office space to have installed a fire extinguisher, size 2-A,10BC. It shall be the Tenant's sole responsibility to conform to this requirement.

At any time that Tenant decides to have the locks to the space rekeyed, the locks shall, at all times, remain keyed to the master key of the building.

This Lease shall be governed by and construed in accordance with the laws of the State of Nevada, and any litigation must be brought in the Ninth Judicial District Court of the State of Nevada.

IN WITNESS WHEREOF, Owner and Tenant have signed and sealed this Agreement as of the day and year first above written:

OWNER:

ELK POINT PLAZA LLC

By: 
Becky Darrow

TENANT:

DOUGLAS COUNTY, NEVADA

By: 
Tom Dallaire
Community Development Director



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/14/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER L/P Insurance Services LLC 300 East 2nd Street Suite 1300 Reno NV 89501	CONTACT NAME: Dianne Fernandes PHONE (A/C, No, Ext): (775) 996-6000 E-MAIL ADDRESS: dianne.fernandes@lpins.net	FAX (A/C, No): (775) 473-9288
	INSURER(S) AFFORDING COVERAGE	
INSURED Douglas County, NV, A Public Entity Attn: Douglas County Human Resources P O Box 218 Minden NV 89423	INSURER A: Travelers Indemnity Co INSURER B: Travelers Property Casualty Company of America INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 25658 25674

COVERAGES **CERTIFICATE NUMBER:** CL2311375119 **REVISION NUMBER:**


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ZLP21P54682	07/01/2022	07/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Abuse and Molestation \$ 5,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY						
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			ZUP81N43241	07/01/2022	07/01/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N		N / A			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project / Additional Interest Name(s): Elk Point Plaza, LLC / General liability insurance with respect to the leased premises, and the business operated by Tenant, and any subtenants of Tenant in the leased premises located at: Elk Point Plaza, 310 Dorla Ct. Ste 208, Office F, Zephyr Cove, NV, 89448. See Attached Additional Comments/Remarks page for information regarding additional coverage terms and Additional Insured status.

CERTIFICATE HOLDER**CANCELLATION**

Elk Point Plaza, LLC Attn Becky Darrow PO Box 10907 Zephyr Cove NV 89448	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY L/P Insurance Services LLC		NAMED INSURED Douglas County, NV, A Public Entity	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

Continued from Description of Operations Section:

NAMED INSURED: DOUGLAS COUNTY, NV.

When Named Insureds operations are performed for Certificate Holder and/or entities listed in Description of Operations on the Acord 25 form pursuant to a valid written contract or agreement executed by Named Insured prior to loss, in accordance with the noted policy(ies):

Additional Insured Status is determined by attached GL Form #CG D4 800219; Waiver of Subrogation Status is determined by GL Form #CG D4 800219.

Excess policy follows form with respect to additional insured provisions on underlying GL.

COORD

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR PUBLIC ENTITIES

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE - This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

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| <p>A. Owned Watercraft - 25 Feet Long Or Less</p> <p>B. Who Is An Insured - Public Entities, Elected Or Appointed Officials, And Members Of Your Boards</p> <p>C. Who Is An Insured - Employees And Volunteer Workers</p> <p>D. Who Is An Insured - Owners, Managers Or Lessors Of Premises</p> <p>E. Who Is An Insured - Lessors Of Leased Equipment</p> | <p>F. Blanket Additional Insured - Persons Or Organizations For Your Ongoing Operations As Required By Written Contract Or Agreement</p> <p>G. Knowledge And Notice Of Occurrence Or Offense</p> <p>H. Blanket Waiver Of Subrogation</p> <p>I. Contractual Liability - Railroads</p> <p>J. Damage To Premises Rented To You</p> |
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PROVISIONS

A. OWNED WATERCRAFT - 25 FEET LONG OR LESS

1. The following is added to Exclusion g., **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I - COVERAGES - COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

This exclusion does not apply to a watercraft you own that is:

- (a) 25 feet long or less; and
- (b) Not being used to carry any person or property for a charge.

2. The following is added to Paragraph 2. of **SECTION II - WHO IS AN INSURED:**

Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you own that is:

- (1) 25 feet long or less; and
- (2) Not being used to carry any person or property for a charge.

B. WHO IS AN INSURED - PUBLIC ENTITIES, ELECTED OR APPOINTED OFFICIALS, AND MEMBERS OF YOUR BOARDS

1. The following is added to Paragraph 1. of **SECTION II - WHO IS AN INSURED:**

If you are designated in the Declarations as a public entity, you are an insured. Your lawfully elected or appointed officials, "executive officers" or directors are also insureds, but only with respect to their duties as your elected or appointed officials, "executive officers" or directors. Members of "your boards" are also insureds, but only with respect to their duties for you or "your boards". However, none of these officials, "executive officers", directors or members are insureds for:

- a. "Bodily injury" or "personal injury":

- (1) To you or to any of your "employees" while in the course of his or her employment or performing duties related to the conduct of your business or to any of your "volunteer workers" while

COMMERCIAL GENERAL LIABILITY

performing duties related to the conduct of your business;

- (2) To the spouse, child, parent, brother or sister of that "employee" or "volunteer worker" as a consequence of Paragraph a.(1) above;
- (3) To any fellow elected or appointed official, "executive officer" or director, or fellow member of "your boards";
- (4) To the spouse, child, parent, brother or sister of that fellow official, "executive officer", director or member as a consequence of Paragraph a.(3) above; or
- (5) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs a.(1), (2), (3) or (4) above.

Unless you are in the business or occupation of providing "professional health care services", Paragraphs a.(1), (2), (3), (4) and (5) above do not apply to "bodily injury" arising out of providing or failing to provide:

- (1) First aid by any of your elected or appointed officials, "executive officers" or directors, or any members of "your boards", other than a doctor, nurse, nursing assistant, physician assistant, dental hygienist or assistant, optometrist, emergency medical technician, paramedic, coroner, physical therapist or physical therapy assistant, speech-language pathologist or speech therapy assistant, occupational therapist or occupational therapy assistant, psychologist, counselor, therapist, social worker or other health care professional; or
- (2) "Good Samaritan services" by any of your elected or appointed officials, "executive officers" or directors, or any members of "your boards", other than a doctor or nurse.

Any such elected or appointed officials, "executive officers" or directors providing or failing to provide first aid or "Good

Samaritan services" during their work hours for you will be deemed to be acting within the scope of their duties for you. Any such members of "your boards" providing or failing to provide first aid or "Good Samaritan services" during their work hours for "your boards" will be deemed to be acting within the scope of their duties for you or "your boards".

b. "Property damage" to property:

- (1) Owned, occupied or used by;
- (2) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by; you, any of your "employees" or "volunteer workers", or that official, "executive officer", director or member.

Any of your lawfully elected or appointed officials, "executive officers", directors or members of "your boards" appointed at your request to serve with an outside tax-exempt entity will be deemed to be acting within the scope of their duties for you.

2. The following replaces the first sentence of Paragraph 1.d. of **SECTION II - WHO IS AN INSURED:**

An organization other than a public entity, partnership, joint venture or limited liability company, you are an insured.

3. The following is added to the **DEFINITIONS** Section:

"Indian tribe" means a tribe, band, pueblo, village or community of American Indians, or Alaska Natives, that has been recognized as an Indian tribe by the government of:

- a. The United States of America; or
- b. Any state in the United States of America.

"Joint powers authority" means any organization formed by two or more public entities, or by a public entity and one or more "Indian tribes", that have agreed in a contract or agreement to jointly exercise any power common to them.

"Your boards":

- a. Means any board, commission, or other governmental unit or department that:

- (1) Is under your jurisdiction; and
- (2) Is funded and operated as part of your total operating budget.

b. Does not include any "joint powers authority".

C. WHO IS AN INSURED - EMPLOYEES AND VOLUNTEER WORKERS

1. The following replaces the first sentence of Paragraph 2.a of **SECTION II - WHO IS AN INSURED:**

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a public entity, partnership, joint venture, or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

2. The following is added to Paragraph 2.a of **SECTION II - WHO IS AN INSURED:**

Any of your "employees" appointed at your request to serve with an outside tax-exempt entity will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

D. WHO IS AN INSURED - OWNERS, MANAGERS OR LESSORS OF PREMISES

The following replaces Paragraph 4. of **SECTION II - WHO IS AN INSURED:**

4. Any person or organization that is a premises owner, manager or lessor is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of the ownership, maintenance or use of that part of any premises leased or loaned to you.

The insurance provided to such premises owner, manager or lessor does not apply to:

- a. Any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after you cease to be a tenant in or to borrow that premises; or
- b. Structural alterations, new construction or demolition

operations performed by or on behalf of such premises owner, manager or lessor.

E. WHO IS AN INSURED - LESSORS OF LEASED EQUIPMENT

The following replaces Paragraph 5. of **SECTION II - WHO IS AN INSURED:**

5. Any person or organization that is an equipment lessor is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions in the maintenance, operation or use by you of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after the equipment lease expires.

F. BLANKET ADDITIONAL INSURED - PERSONS OR ORGANIZATIONS FOR YOUR ONGOING OPERATIONS AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to **SECTION II - WHO IS AN INSURED:**

Any person or organization that is not otherwise an insured under this Coverage Part and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and
- b. Is caused, in whole or in part, by your acts or omissions in the performance of your ongoing operations to which that contract or agreement applies or the acts or omissions of any person or organization performing such operations on your behalf.

The limits of insurance provided to such insured will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

G. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

The following replaces Paragraphs 2.e.(1) and 2.e.(2) of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

- (1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known to you (if you are an individual), any of your lawfully elected or appointed officials, "executive officers" or directors (if you are a public entity), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your "executive officers" or directors (if you are an organization other than a public entity, partnership, joint venture or limited liability company), any of your trustees who is an individual (if you are a trust) or any "employee" authorized by you to give notice of an "occurrence" or offense.
- (2) If you are a partnership, joint venture, limited liability company or trust, and none of your partners, joint venture members, managers or trustees are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:
 - (a) Any individual who is:
 - (i) A lawfully elected or appointed official, executive officer or director of any public entity;
 - (ii) A partner or member of any partnership or joint venture;
 - (iii) A manager of any limited liability company;
 - (iv) An executive officer or director of any other organization; or
 - (v) A trustee of any trust; that is your partner, joint venture member, manager or trustee; or

- (b) Any employee authorized by such partnership, joint venture, limited liability company, trust or other organization to give notice of an "occurrence" or offense.

H. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

I. CONTRACTUAL LIABILITY - RAILROADS

- 1. The following replaces Paragraph c. of the definition of "insured contract" in the **DEFINITIONS** Section:
 - c. Any easement or license agreement;
- 2. Paragraph f.(1) of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

J. DAMAGE TO PREMISES RENTED TO YOU

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

COPY

Douglas County

State of Nevada

CERTIFIED COPY

I certify that the document to which this certificate is attached is a full and correct copy of the original record on file in the Clerk-Treasurer's Office on this

20th day of June, 2023

By *[Signature]* Deputy