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B-2614

**LEASE AGREEMENT
Moana Springs Soccer Field**

THIS LEASE AGREEMENT ("Lease") is made and entered into this 14th day of December, 2016 (the "Effective Date"), by and between the **CITY OF RENO**, a Nevada municipal corporation and political subdivision of the State of Nevada ("Landlord" or "City") and the **GREAT BASIN YOUTH SOCCER LEAGUE**, a Nevada non-profit corporation ("Tenant" or "GBYSL").

RECITALS

A. **WHEREAS**, the City owns the area described and depicted in Exhibit A (the "Property"); and,

B. **WHEREAS**, the City and GBYSL entered into that certain Moana Flat Fields Development Agreement ("Development Agreement") dated July 18, 2012, wherein GBYSL and City constructed a flat field on the Property; and

C. **WHEREAS**, pursuant to NRS 268.053, the Landlord may lease real property to a nonprofit organization that is recognized as exempt under 501(c)(3) of the Internal Revenue Code, is affiliated by contract or other written agreement with the City, and provides to residents of the city or to other persons a service that the city would otherwise be required to expend money to provide under such terms and for such consideration as the City Council determines reasonable based upon the costs and benefits to the city and the recommendation of any city officers who may be involved in approving the lease; and,

D. **WHEREAS**, Tenant is a nonprofit corporation and a charitable entity qualified under IRC Section 501(c)(3) organized to provide youth soccer programs; and

E. **WHEREAS**, Landlord and Tenant desire to enter into the Lease, wherein Tenant will, among other obligations, lease and operate the Property according to all the terms and conditions set forth herein.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. LEASE; RENT

1.1 Lease of the Property. Landlord leases to Tenant, and Tenant leases from Landlord, the Property. This Lease is subject to all terms, conditions, covenants, promises, representations and warranties set forth herein.

1.2 Rent. Tenant shall pay to Landlord the sum of One Dollar (\$1.00) per year, on or before the Effective Date, and continuing on January 1 of each year of the Term (as defined below) thereafter.

SECTION 2. TERM

2.1 Term. The term of this Lease (the "Term") shall commence on January 1, 2017 (the "Commencement Date"), and continue on an annual basis, unless otherwise

terminated as herein provided, for a period of 10 years. During the Term, Landlord may terminate the tenancy by giving the Tenant one hundred eighty (180) days written notice. In the event of termination for cause, Landlord may terminate the Agreement by giving Tenant thirty (30) days written notice. Tenant may terminate the tenancy by giving the Landlord sixty (60) days written notice.

2.2 Surrender of Leased Property. Tenant shall, upon the expiration or prior termination of the Term, vacate and surrender the Property to Landlord in the general condition in which the Property as of the Commencement Date, except as repaired, rebuilt, restored, altered or added to as permitted or required by the provisions of this Lease and except for ordinary wear and tear.

SECTION 3. USE OF FACILITIES

3.1 Permitted Uses. The use of the Property shall be for outdoor sports activities for youths and adults, including practices, games, and sports camps for instruction and skills development, for member teams of GBYSL or other leagues which are members of the Reno Youth Sports Association. GBYSL may permit non-member leagues or teams on a non-reoccurring basis for not more than five days per season.

3.2 Professional/Semi-Professional Teams. A professional or semi-professional team is defined as a team in which the players receive compensation, whether paid or benefited in a manner which would be considered taxable by the U.S. Internal Revenue Code, for competing on the team. GBYSL shall not permit use of the Property to professional or semi-professional teams for games, or any other activities in which an entrance fee is charged, without first obtaining specific approval from City, which may be in the form of a special event permit or other form of approval consistent with City's rules and regulations.

3.3 GBYSL agrees not to use the Property for any purpose in violation of any federal, state, municipal statute or ordinance, or of any regulation, order or directive of a governmental agency, as such statutes, ordinances, regulations, orders or directives now existing or may hereafter provide, concerning the use and safety of the Facilities. On the breach of any provision hereof by GBYSL, THE CITY may, at its option, terminate this Agreement in accordance with Section 14 of this Agreement.

3.4 Permits and scheduling. THE CITY agrees that GBYSL shall have control over the assignment, scheduling, setting of fees, and issuing of permits for use of the Property by the authority of the City of Reno, Parks, Recreation and Community Services Department for the permitted uses.

3.5 Sublease not authorized. GBYSL shall not sublet the Property to a third party without first obtaining approval from the City.

3.6 Assertion of Rights. This Lease and the rights conveyed herein are subordinate to the City's right and ability to determine, in its sole discretion, what is in the best interest of the public with respect to use, maintenance, operation, change in use and development of the Property. As such all or a portion of the rights conveyed by this Lease may be modified or

terminated for other public uses.

3.7 **Storage Building.** Tenant shall have use of the storage building located at the southwest corner of the Property for use as storage for field maintenance equipment and supplies for the Property, food/beverage concessions pursuant to Section 4.2, and restrooms. Tenant shall be responsible for all maintenance and repairs for the building and to pay of all utilities.

SECTION 4. OPERATIONS

4.1 **Hours of Operation.** Tenant may operate outdoor sports activities on the Property between the hours of 8:00 am and sunset, seven days per week.

4.2 **Concessions.** Tenant may operate concessions, either directly or through subcontract, on the property in support of authorized uses. Tenant shall comply with all State, County and City rules and regulations for operation of food and beverage services. Tenant shall not permit the use of alcohol at any event without first obtaining an alcoholic beverage permit and applicable business license from the City. An alcoholic beverage permit may be permitted by City for games or other events, and only when the participating players are age 21 or older.

4.2 **Nondiscrimination.** There shall be no discrimination against or segregation of any person or group of persons on account of race, color, religion, creed, sex, sexual orientation, age, marital status, familial status, disability, ancestry or national origin in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property or part thereof, nor shall Tenant or any person claiming under or through Tenant establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, licensees, invitees or vendees in, of, or for the Property or part thereof. Tenant shall include such provision in all leases, contracts and other instruments executed by Tenant, and shall enforce the same diligently and in good faith.

SECTION 5. MAINTENANCE

5.1 **Maintenance Standards.** Tenant shall, at its sole cost, provide for the routine maintenance of the Property, including but not limited to the turf, irrigation system, storage building, steel perimeter fencing and all grounds within the confines of the perimeter fence, at all times consistent with its intended use. All maintenance shall be performed to the satisfaction of the City's Department of Parks, Recreation and Community Services. City reserves the right to enter the Property at any reasonable time to inspect the operation, premises, property and equipment.

5.2 **Repairs.** Tenant shall, with reasonable promptness, make all necessary and appropriate repairs or replacements thereto of every kind and nature, ordinary or extraordinary, foreseen or unforeseen, of the Property.

5.3 Pesticide Use. Any use of herbicides or other pesticides by Tenant must be performed by a contractor or individual holding a valid pesticide applicator's license from the Nevada Department of Agriculture.

5.4 City shall turn on the irrigation and domestic water services, maintain the backflow prevention devices, and turn off and winterize same, consistent with weather conditions and their maintenance schedule for other sites. Tenant shall be responsible for all components of the irrigation and domestic water services beyond the drain valve located immediately downstream of the backflow prevention devices.

5.5 Waiver/Landlord's Refusal to Make Repairs. Tenant hereby waives, to the extent permitted by law, the right to make repairs at the expense of Landlord pursuant to any law in effect at the time of the execution of this Lease or hereafter enacted.

5.6 Surrender of Leased Property. Tenant shall, upon the expiration or prior termination of the Term, vacate and surrender the Property to Landlord in the general condition in which the Property was originally received from Landlord, except as repaired, rebuilt, restored, altered or added to as permitted or required by the provisions of this Lease and except for ordinary wear and tear.

SECTION 6. IMPROVEMENTS

6.1. In the event Tenant desires to make capital improvements to the Property, it may do so at its own expense only after submitting written plans to and obtaining written approval from the City, and satisfying all applicable code requirements. All improvements shall be performed in a good workmanlike manner in accordance with sound construction practices. Tenant shall be responsible for obtaining any building permits, special use or other permits required by the City, and for paying all fees.

6.2 Tenant shall be responsible, at its sole cost, for operation and maintenance of any improvements added to the site, including paying all utility fees.

SECTION 7. UTILITIES AND SERVICES

7.1 Utilities and Services. Tenant agrees that Tenant is solely responsible to acquire and pay all charges for electricity, gas, telephone and data communications utilities and services used by it on the Property. Tenant shall have use, at no charge, of the existing 20 cubic yard drop box as long as service is covered by the City's franchise agreement with Waste Management at no cost to City. Tenant shall be solely responsible for payment for any additional waste management or recycling containers necessary for its operations or improvements. City agrees that City is solely responsible to acquire and pay all irrigation charges up to \$20,000 per fiscal year. Tenant shall reimburse City for any charge in excess of \$20,000 for a fiscal year within 30 days of written request by City.

7.2 City shall not be liable for damages or otherwise for any failure or interruption of any utility or other service furnished to the Property, unless such failure shall

be due to the gross negligence or willful acts or misconduct of Landlord, or its agents or employees. Utility accounts may be held in Tenant's name and paid by Tenant.

SECTION 8. INSURANCE

Tenant, and Tenant's contractors, shall maintain the following insurance policies described below, as may be applicable to their operation of the Property:

8.1 **Commercial General Liability and Property Damage.** Tenant shall maintain adequate commercial general liability insurance for protection against all claims arising from injury to person or persons (including death) not in the employ of Tenant and against all claims resulting from damage to any property due to any act or omission of Tenant under this Lease. For purposes of this Section, Tenant shall include Tenant's officers, directors, agents, employees, and volunteers. Such insurance shall include products/completed operations liability, blanket contractual liability, personal injury liability, and broad form property damage coverage. The minimum insurance limits shall be \$2,000,000 Combined Single Limit for Bodily Injury (Injury or Accidental Death) and Property Damage (Per Occurrence) and \$4,000,000 aggregate.

8.2 **Commercial Automobile Public Liability and Property Damage.** Automobile Public Liability and Property Damage Insurance for protection against all claims arising from the use of vehicles licensed to travel on public streets, owned, hired and non-owned, any other vehicle licensed to travel on public streets used by Tenant, and any other vehicle that Tenant uses to travel on public streets. Such insurance shall cover the use of automobiles and trucks owned and operated by Center on and off the site of the project. Landlord shall be named as additional insureds on all such policies. The minimum amounts of Automobile Public Liability and Property Damage Insurance shall be \$1,500,000 Combined Single Limit for Bodily Injury (Injury or Accidental Death) and Property Damage (Per Occurrence).

8.3 **Workers' Compensation Insurance.** If applicable, Workers' Compensation Insurance with statutory limits and Employers Liability Insurance with limits of not less than \$1,000,000 per accident. Such insurance shall comply with all applicable state laws. Tenant shall provide the Landlord with a Certificate of Insurance showing proof of insurance acceptable to Landlord. Certificates containing wording that releases the insurance company from liability for non-notification of cancellation of the insurance policy shall not be acceptable. All such policies shall be endorsed to include a waiver of subrogation against the Landlord. Tenant and its employees are not employees of the Landlord. Tenant and/or its insurers shall be solely responsible for payment of any liability arising out of Worker's Compensation, unemployment or employee benefits offered to its employees. Landlord shall have no liability for any such claims.

8.4 **All Risk Physical Damage.** All Risk Physical Damage Insurance covering all insurable real property structures, equipment (including equipment listed on Exhibit B) and contents owned by or leased to Tenant, in an amount not less than 100% of the replacement

cost of the total value of Tenant owned or leased property at the Property. Such insurance shall not contain a co-insurance provision and shall be written on a replacement cost basis.

8.5 Additional Insured. All policies required under this Section 8 shall be endorsed to name the Landlord as additional insured as respects the liability arising out of the activities performed in connection with this Lease. The coverage shall (a) be primary with respect to any insurance or self-insurance programs maintained by the Landlord; (b) shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability; and (c) contain standard cross-liability provisions. Original endorsements, signed by a person authorized to bind coverage on its behalf, shall be furnished to the Landlord by the Tenant.

SECTION 9. TENANT'S COVENANTS AND REPRESENTATIONS

Tenant makes the following representations to Landlord, which representations shall, unless otherwise stated herein, survive the execution and delivery of this Lease.

9.1 Corporate Status. Tenant is a corporation duly organized, validly existing and in good standing under the laws of Nevada, qualified to do business in Nevada, with full corporate power to enter into this Lease and execute all documents required hereunder. Tenant covenants that is a nonprofit organization and a charitable entity qualified under IRC Section 501(c)(3).

9.2 Authorization. The making, execution, delivery and performance of this Lease by Tenant has been duly authorized and approved by all requisite action of Tenant, and this Lease has been duly executed and delivered by Tenant and constitutes a valid and binding obligation of Tenant, enforceable in accordance with its terms.

9.3 Applicable Laws/Existing Requirements. After the Commencement Date, Tenant shall comply with the requirements of all applicable Laws.

9.4 No Liens. From and after the date hereof and until the termination of this Lease, Tenant shall not place or permit to be created or placed on the Property or this leasehold interest any deed of trust, mortgage, trust deed, voluntary or involuntary lien, security interest on Landlord's Personal Property, or other encumbrance, lien or charge thereon. Tenant shall satisfy any and all claims for mechanics' or materialmen's liens accruing after the Commencement Date or arising from work performed by Tenant after the Commencement Date, or post security therefore, and shall reimburse on demand all of Landlord's costs, fees, or expenses (including reasonable attorney's fees) addressing any such liens that Tenant fails to timely satisfy; provided that nothing contained in this Section shall impair Tenant's right to contest in good faith a claim by a third party for a mechanics' on materialmen's lien.

9.5 Existing Rights. Tenant agrees, during the Term of this Lease, to protect, to the extent within Tenant's control, any rights held by Landlord and utilized by Tenant, and

to not allow any third party, to the extent within Tenant's control, to obtain any prescriptive rights to use of the Property.

9.6 Tenant's Acknowledgment. Tenant acknowledges that it has conducted its own due diligence, and it has not relied upon any representations of Landlord other than the covenants and representations set forth in this Lease.

9.7 Hazardous Wastes and Substances. Tenant shall not cause unlawful levels of any Hazardous Wastes or Substances (as hereinafter defined) to be used, generated, stored or disposed of, on, under or about, or transported to or from, the Property without first receiving Landlord's written consent, which may be withheld for any reason whatsoever and which may be revoked at any time, and then only in compliance (which shall be at Tenant's sole cost and expense) with all applicable regulations and using all necessary and appropriate precautions. Except to the extent caused by Landlord, its contractors, employees or agents, or to the extent Tenant proves that Hazardous Wastes and Substances are present on or under the surface of the Property prior to the Commencement Date, Landlord shall not be liable to Tenant for any hazardous materials activities involving Hazardous Wastes and Substances by Tenant, Tenant's employees, agents, contractors, licensees or invitees, regardless of whether or not Landlord has approved Tenant's hazardous materials activities involving Hazardous Wastes and Substances. Except to the extent caused by Landlord, or until Tenant proves that Hazardous Wastes and Substances are present on or under the surface of the Property prior to the Commencement Date, its contractors, employees or agents, Tenant agrees, at Landlord's option, to indemnify, protect, defend and hold Landlord, its agents, servants and employees harmless against any, all and every demand, claim, assertion of liability, or action arising or alleged to have arisen out of the contamination of the surface or subsurface soil and/or water surrounding areas by Hazardous Wastes or Substances (as hereinafter defined). The parties intend that the term "Hazardous Wastes or Substances" shall be defined as set forth in the applicable statutes, ordinances, rules, regulations and orders of the feral federal, state and local governments, including all agencies thereof, and shall include, but not be limited to, the statutes noted below and also include any successor statutes thereto: the Comprehensive Environmental response, Compensation and Liability Act of 1980 (42 U.S.C. Sections 9601 et seq.); the Superfund Amendment of the Reauthorization Act of 1986 (42 U.S.C. Section 9601 et seq.); the Resource Conservation and Recovery Act (42 U.S.C. Section 6901 et seq.); the Clean Water Act (33 U.S.C. Section 1251 et seq.); the Carpenter-Presley-Tanner Hazardous Substance Account Act (Health and Safety Code Section 1251 et seq.); the Hazardous Waste Control Law (Health and Safety Code Section 25100 et seq.); the Porter-Cologne Water Quality Control Act (Water Code Section 13000 et seq.); the and Chapter 6.7 of the health and Safety Code (Health and Safety Code Section 25280 et seq.); and the Hazardous Materials Transportation Act (19 U.S.C. Section 1802). Landlord and Tenant hereby acknowledge and agree that the obligations of Tenant set forth in this Section shall survive the expiration or early termination of this Lease and shall be enforceable by Landlord at any time thereafter. Tenant shall comply with the requirements of the Nevada Health and Safety Code.

9.8 Alterations. Tenant shall not make any material alterations, improvements or changes to the Property ("Alterations") without Landlord's prior written consent pursuant to Section 6. Landlord agrees not to unreasonably delay its consent to any proposed Alterations.

Any such Alterations proposed by Tenant shall be completed by Tenant: (a) with due diligence, in a good and workmanlike manner; (b) in compliance with plans and specifications approved by Landlord; (c) in accordance with all applicable Laws only after obtaining proper permits. All such Alterations shall be at Tenant's sole cost and expense, or as otherwise agreed to by the parties. No approval or consent by Landlord shall be deemed or construed to be a representation or warranty by Landlord as to the adequacy, sufficiency, fitness or suitability thereof or compliance thereof with applicable laws or other requirements. Except as otherwise provided in Landlord's consent, all Alterations shall upon installation become part of the realty and be the property of Landlord.

9.9 Entry and Inspection. Upon reasonable notice to Tenant (and without notice in emergencies), Landlord and its authorized representatives may enter the Property at all reasonable times to determine whether the Property is in good condition and repair in accordance with the standards set forth in this Lease, to determine whether Tenant is complying with its obligations under this Lease, to perform any maintenance or repair of the Property which Tenant has not performed, to service, post or keep posted any notices required or allowed under the provisions of this Lease or law or to do any other act or thing necessary for the safety or preservation of the Property. Landlord shall conduct its activities hereunder in a manner that will minimize inconvenience to Tenant without incurring additional expense to Landlord. No action by Landlord pursuant to this Section shall constitute an eviction of Tenant, constructive or otherwise. Twenty-four hour oral or written notice shall be considered reasonable notice.

SECTION 10. INDEMNITY/RELEASE HOLD HARMLESS

10.1 Release. Except as expressly specified herein, Landlord shall not at any time or to any extent whatsoever be liable, responsible or in any way accountable for any and all costs, expenses, penalties, claims, demands, causes of action, losses, damages, judgments, attorneys' fees, and liabilities, in law or in equity, of every kind and nature whatsoever, arising from or related to Tenant's operations under this Lease, however caused, or arising from or related to any act or omission of Tenant or of its contractors, invitees, agents or employees, including injury (including death) or damage to persons or property, or otherwise ("Claims"). Tenant releases and holds harmless Landlord for any such Claims.

10.2 Indemnity. To the fullest extent permitted by law, Tenant shall defend, release, hold harmless, and indemnify Landlord from and against:

10.2.1 Any and all Claims on account of, arising out of, or related to Tenant's operations under this Lease, however caused, or arising from or related to any act or omission of Tenant or of its contractors, invitees, agents or employees, including injury (including death) or damage to persons or property, or otherwise, regardless of any negligence of Landlord or its directors, officers, employees, agents, or volunteers, except for the sole negligence or willful misconduct of Landlord.

10.2.2 Any and all Claims against Landlord on account of, arising out of, or related to the failure, neglect, or refusal of Tenant to faithfully perform all of its obligations under this Lease.

SECTION 11. DESTRUCTION BY FIRE, FLOOD OR OTHER CASUALTY

11.1 Substantial Destruction. In the event that the Property or the Improvements are substantially destroyed by fire, flood or other casualty, Tenant may, at its option: (i) terminate this Lease as by giving written notice to the Landlord within ninety (90) days following such damage or destruction; or (ii) elect to rebuild the Improvements. Alternatively, Landlord may also terminate the Lease as provided in Section 4.1. In the event of termination of this Lease pursuant to this Section, Landlord shall receive all insurance proceeds paid for such damage and destruction, and this Lease shall cease as though such date of termination were the date originally fixed for the expiration of the Term of this Lease.

11.2 Partial Destruction. In the event the Property or the Improvements are partially damaged by fire, flood or other insurable casualty losses, but Tenant can continue to conduct its Approved Uses, Tenant shall have the obligation to repair the Improvements, as the case may be, as nearly as practicable to the condition the Improvements were in prior to the damage, to the extent of the proceeds of insurance received by Tenant relating to the damage to repair the damages, including the amount of the deductible. Landlord agrees to assign said insurance proceeds to Tenant to be utilized solely for the repair and restoration of the Property or Improvements. Tenant shall cause such repair to be commenced with all reasonable dispatch after payment of insurance proceeds so as to complete the same at the earliest possible date, and to meet and confer with Landlord on the rebuilding, which shall be performed in accordance with mutually agreeable standards. In the event the Lease terminates without Tenant making repairs as specified in this Section, Landlord shall receive all insurance proceeds for such damage and destruction.

11.3 Notification. Tenant hereby agrees to notify Landlord of any such events of damage or destruction, as soon as possible after such damage or destruction.

SECTION 12. ASSIGNMENT

12.1 Non-assignability. This lease is not assignable.

SECTION 13. EVENTS OF DEFAULT

Any of the following events, if not cured in the time permitted herein, shall constitute a default under this Lease (a "Default"):

13.1 Rent. If Tenant fails to pay any sums due under this Lease to Landlord or any other party, including any Rent, and said failure shall continue for a period of ten (10) days after written notice thereof from Landlord to Tenant to cure any payment failure; or

13.2 Continuous Operations. If Tenant fails in the performance of or compliance with its obligations under Sections 3, 4, and 5, and such failure shall continue for a period of thirty (30) days after written notice thereof from Landlord to Tenant specifying in detail the nature of such failure, or, in the case such failure cannot be cured with due diligence within ten (10) days, Tenant fails to proceed promptly and with all due diligence to cure the same and thereafter to prosecute the curing of such failure with all due diligence, but in no event more than twenty (20) days; or

13.3 Crimes Against Minors. If a director, officer or supervisory employee of Tenant or Operator is convicted of, or pleads nolo contendere to, a felony or other crime specified in Chapters 200 or 201 of the Nevada Revised Statutes involving a minor as a victim and the Landlord elects, in its sole discretion, to consider said conviction or plea a Default; or

13.4 Insurance. If Tenant fails in the performance of or compliance with its agreement to obtain and maintain insurance, and such failure shall continue for a period of ten (10) days after written notice thereof from Landlord to Tenant specifying in detail the nature of such failure, or, in the case such failure cannot be cured with due diligence within ten (10) days, Tenant fails to proceed promptly and with all due diligence to cure the same and thereafter to prosecute the curing of such failure with all due diligence, but in no event more than twenty (20) days; or

13.5 Abandonment. Except as specified herein, if Tenant shall abandon the Property by ceasing to conduct programs for a continuous period in excess of thirty (30) days in any calendar year, not including periods of seasonal downtime occurring after October 31 of any year until March 1 of the subsequent year; or

13.6 Compliance With Provisions. If either party shall fail in the performance of or compliance with any other covenants, agreements, terms or conditions contained in this Lease, and such failure continues for a period of ten (10) days after written notice thereof from the nondefaulting party to the defaulting party specifying in detail the nature of such failure, or, in the case such failure cannot be cured with due diligence within ten (10) days, the defaulting party fails to proceed promptly and with all due diligence to cure the same and thereafter to prosecute the curing of such failure with all due; or

13.7 Other Causes. If at any time during the Term any of the following have been done by, against, or with respect to Tenant:

13.7.1 The commencement of a case under the U.S. Bankruptcy Code as now constituted or hereafter amended, or under any other applicable federal or state bankruptcy law or similar law; the appointment of a trustee or receiver of any property interest;

13.7.2 An attachment, execution, or other judicial seizure of a substantial property interest which prohibits Tenant from continuing operation; or

13.7.3 A change in non-profit status or dissolution or liquidation.

SECTION 14. LANDLORD'S REMEDIES

14.1 Enforcement. Upon the occurrence of a Default by Tenant, Landlord shall be entitled to enforce all of its rights and remedies allowed by law or equity by suit, action at law, or other appropriate proceeding, provided Landlord shall not bring an action for damages or attorneys' fees. Landlord may bring an action for termination of lease, unlawful detainer and/or enforcement or specific performance of any covenants, promise or agreement or condition contained in this Lease.

14.2 Other Remedies. Landlord, along with all other rights and remedies it may have under applicable Law, shall have the following additional specific rights upon the occurrence of a Default:

14.2.1 To elect to allow this Lease to continue in full force and effect without terminating Tenant's right to possession and to enforce all of Landlord's rights and remedies under this Lease, including the right to recover Rent as it becomes due under this Lease.

14.2.2 To elect to terminate this Lease, to reenter and remove all persons and property from the Property.

SECTION 15. TENANT'S REMEDIES

Upon the occurrence of a Default by Landlord, Tenant shall be entitled to proceed with any and/or all rights and remedies allowed by law or equity, including the following remedies:

15.1 Enforcement. Enforce its rights and remedies by law or equity by suit, action at law, or other appropriate proceeding, whether one or more, and/or bring an action for damages, attorneys' fees, and/or enforcement or specific performance of any covenants, promise or agreement or condition contained in this Lease; or

15.2 Termination. Terminate this Lease.

SECTION 16. CONDITIONS OF PROPERTY ON TERMINATION

16.1 Keys. Tenant shall surrender all keys to the Property to Landlord and make known to Landlord the combination of all combination locks remaining within the Property and Landlord's Personal Property.

16.2 Removal. Tenant shall remove all Tenant's Personal Property prior to the scheduled termination of this Lease. All fixtures and appurtenances of the Property will become the property of the Landlord.

16.3 Condition. Tenant agrees to leave the Property, in the condition required pursuant to this Lease, other than in the ordinary course of business.

16.4 Assignment. Tenant shall assign to Landlord all of Tenant's right, title, and interest to Landlord's Personal Property, including replacements thereto, whether owned by Tenant or leased by Tenant (subject to Landlord's acceptance of such items of property).

16.5 Transition. Tenant shall cooperate with Landlord for an orderly transition of Property to Landlord, including the transfer, if applicable and to the extent permitted by law, of all licenses and permits.

SECTION 17. NOTICES

17.1 Notices. Except as otherwise provided herein, any notices or other communications required or permitted hereunder shall only be effective: (i) if in writing and hand-delivered, including delivery by courier service or overnight delivery, (ii) sent by certified mail, postage prepaid, addressed as shown below, or to such other address as the party concerned may substitute by written notice to the other, or (iii) sent by e-mail. All notices personally delivered shall be deemed received upon actual receipt.

If to Landlord: City of Reno
 Director, Parks, Recreation & Community Services Department
 PO Box 1900
 Reno, NV 89505
 E-mail: bassa@reno.gov

If to Tenant: President, Great Basin Youth Soccer League
 5301 Longley Lane Suite A5
 Reno, NV 89511
 Email: gbysl@att.net

Certain important notices under the Lease must be given by the methods set forth in Section 17.1(i) or (ii) only ("Important Notices"), including, without limitation, all notices of Default under Section 13 all notices of destruction under Section 11, all notices terminating the Lease, and as otherwise specifically set forth in the Lease. The addresses and addressees may be changed by giving notice of such change in the manner provided herein for giving notice. Unless and until such written notice is received, the last address and addressee given shall be deemed to continue in effect for all purposes.

17.2 Communication with Landlord. For required communication with Landlord, Tenant shall communicate with the primary point of contact for Landlord, who is hereby designated as the Parks Manager for the City of Reno Department of Parks and Recreation.

SECTION 18. GENERAL PROVISIONS

18.1 Books and Records. Throughout the term of this Agreement, Tenant shall maintain complete and accurate books of account and records within the City limits regarding the Tenant's construction and ongoing operation of the Property. Upon reasonable written notice and any time during normal business hours Landlord shall have the right to inspect Tenant's books and records pertaining to Property construction and operations. Tenant shall maintain all books and records for a period of at least three (3) years following the calendar year to which the books and records pertain.

18.2 Counterparts. This Lease may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument.

18.3 Time. Time is of the essence in this Lease and each and all of its provisions. Any extension of time granted for the performance of any duty or obligation under this Lease shall not be considered an extension of time for the performance of any other duty or obligation under this Lease.

18.4 Severability. Except as expressly provided to the contrary herein, each section, part, term or provision of this Lease shall be considered severable, and if for any reason any section, part, term or provision herein is determined to be invalid and contrary to or in conflict with any existing or future law or regulation by a court or agency having valid jurisdiction, such determination shall not impair the operation of or have any other affect on other sections, parts, terms or provisions of this Lease as may remain otherwise intelligible, and the latter shall continue to be given full force and effect and bind the parties hereto, and said invalid sections, parts, terms or provisions shall be deemed not to be a part of this Lease.

18.5 Applicable Law. This Lease has been executed in the State of Nevada and shall be construed in accordance with the laws of Nevada. Any action brought to enforce or interpret this Lease shall be brought in Washoe County, Nevada. Should any provision of this Lease require judicial interpretation, it is agreed that the court interpreting or considering same shall not apply the presumption that the terms hereof shall be more strictly construed against a party by reason of the rule or conclusion that a document should be construed more strictly against the party who itself or through its agent prepare the same; it being agreed that all parties hereto have participated in the preparation of this Lease and that legal counsel was conducted by each responsible part before the execution of this Lease.

18.6 Amendment and Waiver. This Lease may not be amended or modified in any manner except by an instrument in writing executed by all parties hereto; provided however, either Landlord or Tenant may, in writing, (i) extend the time for performance of any of the obligations of the other, (ii) waive any inaccuracies and representations by the other

contained in this Lease, (iii) waive compliance by the other with any of the covenants contained in this Lease, and (iv) waive the satisfaction of any condition that is precedent to the performance by the party to waiving of any of its obligations.

18.7 No Joint Venture/Independent Contractor. Nothing contained herein shall be deemed or construed by the parties hereto or by any third party as creating the relationship of (i) principal and agent, (ii) a partnership, or (iii) a joint venture between the parties hereto; it being understood and agreed that neither any provisions contained herein nor any acts of the parties hereto shall be deemed to create any relationship between the parties hereto other than the relationship of Landlord and Tenant. The parties acknowledge that Tenant is a separate legal entity from Landlord, an independent contractor, and a private, non-profit corporation. Tenant is not a government entity or political subdivision, nor is Tenant a subsidiary or affiliate of Landlord.

18.8 Exhibits. All Exhibits attached hereto are incorporated herein by this reference as if fully set forth herein; provided, however, in the event that at the time of the execution of this Lease any of the Exhibits to be attached are incomplete, the parties shall use their best efforts to complete such Exhibits at the earliest possible date. To the extent this Lease may be rendered unenforceable by the lack of completion of any of the Exhibits, such defect shall be cured as such incomplete Exhibits are made complete in accordance with this Section, except to the extent that such Exhibits are deemed and stipulated by the parties to be complete on the execution of this Lease by the parties hereto. If any Exhibits are subsequently changed by the mutual written agreement of the parties, the Exhibits shall be modified to reflect such change or changes and initialed by the parties.

18.9 Captions. Captions, titles to sections and paragraph headings used herein are for convenience or referenced and shall not be deemed to limit or alter any provision hereof.

18.10 Interpretation. Unless the context dictates otherwise, the singular number will include the plural; the masculine will include the feminine; and vice-versa in all cases. The parties acknowledge and agree they have reviewed this Lease in its entirety, that each of its terms has been freely negotiated by both parties, that each of the parties has contributed or had the opportunity to contribute to the terms used, that each party has been represented by its own independent legal counsel or has had the opportunity to submit this Lease to its own attorney for review and counsel before execution, that each of the parties expressly waives any and all common law or statutory rules of construction to the effect that a term or condition of this Lease is to be construed against one party or the other as its drafter, and that each of the parties agrees and affirms that the Lease and all terms and conditions thereof shall in all cases be construed according to the fair meaning of the language used and not for or against any party. The words "include" and "including" shall be construed as if followed by the phrase "without limitation". The words "herein", "hereof", "hereby", "hereunder" and words of similar import shall be construed to refer to this Lease as a whole and not to any particular Paragraph or subdivision hereof unless expressly so stated. Unless otherwise expressly stated herein to the contrary, wherever Landlord's consent or approval is required hereunder it shall be construed to mean that Landlord's prior written consent or approval is required. Unless otherwise expressly stated herein to the contrary, wherever Landlord's

consent or approval is required hereunder it shall be construed to mean that Landlord's consent or approval may be given or withheld in Landlord's sole and absolute discretion. Unless otherwise expressly stated herein to the contrary, wherever any matter or thing herein is to be acceptable or satisfactory to Landlord, it shall be construed to mean that such matter or thing must be acceptable to Landlord in Landlord's sole and absolute discretion. In addition, unless otherwise expressly stated herein to the contrary, wherever something herein is to be acceptable or satisfactory (or words of similar import) in Landlord's judgment, it shall be construed to mean Landlord's judgment exercised in Landlord's sole and absolute discretion. If any provision of this Lease shall prove to be illegal, invalid or unenforceable, the remainder of this Lease shall not be affected thereby.

18.11 Landlord Consent. With respect to any provision of this Lease or any interpretation or holding of law which provides, in effect, that Landlord shall not unreasonably withhold or unreasonably delay any consent or any approval, Tenant's sole remedy shall be specific performance, injunction or declaratory judgment to obtain Landlord's consent. Tenant waives any claim for money damages (including lost profits or consequential damages). Tenant acknowledges and agrees that it shall not be unreasonable for Landlord to withhold its consent, approval or signature at any time while Tenant is in default hereunder.

18.12 Limit on Landlord Liability. Notwithstanding anything contained in this Lease or under applicable Laws to the contrary, in no event shall Landlord be liable to Tenant for lost profits or consequential, special or punitive damages. Tenant waives and releases any claims against Landlord for lost profits, or consequential, special or punitive damages.

18.13 Right to Injunctive Relief. Either party shall have the right to enjoin any breach or Default and the right to invoke any other right or remedy allowed by law or equity, as if any other specific rights and remedies were not provided for in this Lease for any such breach or Default.

18.14 Survival. All covenants, agreements, representations and warranties made herein shall survive the execution and delivery of this Lease. All other documents and instruments to be executed and delivered in accordance herewith and shall continue in full force and effect.

18.15 Governing Document. This Lease shall govern in the event of any inconsistency between this Lease and any of the Exhibits attached hereto.

18.16 Documentation. If necessary to carry out the intent of this Lease, Landlord and Tenant agree to execute and provide to the other party, on or after the date hereof, any and all other instruments, documents, conveyances, assignments and agreements which either party may reasonably request.

18.17 Entire Lease. This Lease embodies the entire agreement and understanding of Landlord and Tenant relating to the subject matter hereof and supersedes all prior

representations, agreements and understandings, oral or written, relating to such subject matter. Tenant acknowledges that there are no promises, representations, agreements, warranties, conditions or understandings (whether oral or written, implied or expressed) between the parties other than as are expressly set forth herein. Neither this Lease nor any provision hereof may be amended, enlarged, modified, waived, discharged or terminated orally, except as expressly provided herein or by an instrument signed by Landlord and Tenant.

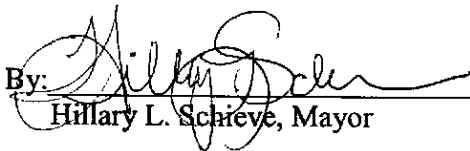
18.18 Time and Manner of Approval. On each occasion when a party is given the right of approval or consent in this Agreement, unless specified otherwise, the approving party shall have twenty (20) business days to approve or disapprove after delivery of the item to be approved, which approval shall not be unreasonably withheld. The failure of the approving party to respond in a timely manner shall be conclusively deemed approval. Any disapproval must be accompanied by a statement of the reasons for disapproval. The parties shall diligently and in good faith work to reach an agreement on any disapproval, and a revised submittal of a disapproved item shall be approved or disapproved in the same manner as the initial submittal. If the parties cannot reach an agreement on a disapproved item within twenty (20) business days of the date of initial disapproval, the matter shall be deemed disapproved.

---Remainder of Page Left Intentionally Blank---

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed by their proper, duly authorized corporate officers, all as of the day and year set forth above.

LANDLORD:

CITY OF RENO
a municipal corporation and
political subdivision of the State of Nevada

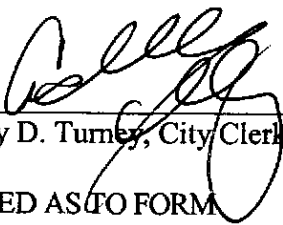
By: 
Hillary L. Schieve, Mayor

TENANT:

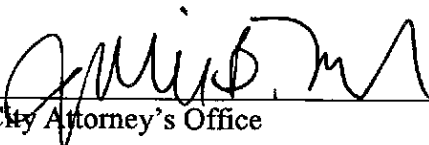
GREAT BASIN YOUTH SOCCER LEAGUE
a Nevada nonprofit corporation

By: 
Randy Ritter, Board President

ATTEST:

By: 
Ashley D. Turney, City Clerk

APPROVED AS TO FORM

By: 
City Attorney's Office

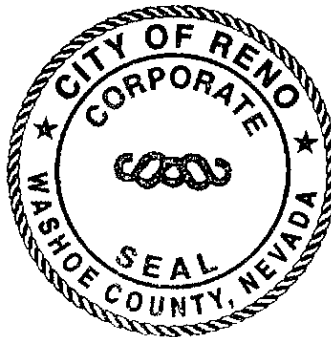


EXHIBIT A – LEASE AREA (“PROPERTY”)

Moana Springs Soccer Field
240 West Moana Lane

Lease Area boundary (perimeter fence and all areas within)

