

CLARK COUNTY GRANT AGREEMENT

THIS Grant Agreement is made effective as of the ____ day of _____, 2023 between the Clark County, Nevada ("Grantor") and Henderson Chamber of Commerce (HCC) and Henderson Chamber of Commerce Foundation (HCCF)

RECITALS

This Agreement is entered into upon the basis of the following facts and circumstances:

A. Grantee is a 501(c)(3) organization with the following information:

_____	(Organization Name)
_____	(Primary Contact(s) Name(s))
_____	(Street Address)
_____	(Tax ID Number)

B. Grantee has requested from the Grantor a grant in the amount of \$45,000.

NOW, THEREFORE, in consideration of the foregoing Recitals and the covenants, conditions, representations, and warranties contained herein, the parties hereto agree as follows:

I. THE GRANT

SECTION 101 – THE GRANT

In reliance upon Grantee’s representations and warranties, and subject to the terms and conditions contained in this Agreement, the Grantor hereby agrees to cause funds to be delivered to Grantee pursuant to the Payment Schedule set forth in Exhibit A (Scope of Work) attached hereto in a maximum aggregate principal amount equal to Forty-Five Thousand Dollars (\$45,000) (“Grant”), solely for the purposes set forth in Section 102 below. Grantee shall have the right to receive Grant funds only pursuant to the terms and conditions of this Agreement, including the tasks and duties outlined in the Scope of Work contained within Exhibit A of this Agreement.

SECTION 102 - PURPOSE OF GRANT

The Grantee shall use the funds to provide business grant sub-awards and resources to micro-businesses, start-ups and expanding businesses that are woman-owned, veteran-owned and/or minority owned and enrolled in the Henderson Chamber of Commerce Foundation’s Business Incubator Program (“Sub-Award Recipient”). The funds must be used to subsidize the cost of up to nine (9) individual business grant sub-awards, each not to exceed Four Thousand and Five Hundred dollars (\$4,500) administered by the HCCF. Each business grant sub-award will cover the cost of providing a six-month lease of a private office suite including utilities within the Henderson Launchpad located at 112 Water Street, Suite 100, Henderson, NV 89015, membership to the Henderson Chamber of Commerce and access to business resources and programs provided by the HCCF. The Grantee shall provide the Sub-Award Recipient of the grants in accordance with the terms provided in the HCCF Launchpad Sublease Agreement (Exhibit B) executed between the Grantee and each Sub-Award Recipient.

SECTION 103 – GRANT DOCUMENTATION

The Grant shall be evidenced by this Agreement, the request letter with the supporting documentation submitted by the Grantee which is incorporated herein by this reference and all other documentation required by the Grantor and submitted by the Grantee.

II. REPRESENTATIONS, WARRANTIES AND COVENANTS

In order to induce the Grantor to make the Grant, Grantee represents, warrants and covenants as set forth below in this Article II as of the date hereof and during the term of this Agreement.

SECTION 201 – ORGANIZATION OF GRANTEE

Grantee is duly organized and validly existing pursuant to the laws of the State of Nevada and is qualified to do business in and under the laws of the State of Nevada and Clark County, Nevada. Grantee has the full power and authority to enter

into this Agreement, to receive money as contemplated herein and to execute and perform the provisions of this Agreement. The execution, delivery and performance of this Agreement has been duly authorized by all necessary company action, and no other action of Grantee or any other party is required for the execution, delivery and performance of this Agreement. This Agreement constitutes valid and binding obligations of Grantee.

SECTION 201 – COMPLIANCE WITH LAWS

Grantee will conduct its business affairs in a reasonable and prudent manner and in compliance with all applicable laws, ordinances, rules and regulations and executive orders of federal, state, county or municipal governments or agencies now in force or which may be enacted hereafter.

SECTION 202– ACCURACY OF INFORMATION

All of the information provided by Grantee in support of its request for Grant funds is complete and accurate and contains no materially false or misleading information.

III. CONDITIONS PRECEDENT TO GRANT DISBURSEMENT

The Grantor's obligation to perform its duties under this Agreement, including without limitation causing disbursement of any funds, shall be subject to the full and complete satisfaction of the following conditions precedent:

SECTION 301 – GRANTEE'S BOOKS, ACCOUNTS AND RECORDS

Prior to disbursement of Grant funds and until the termination of this Agreement, Grantee will permit the Grantor and its representatives at any reasonable time to examine Grantee's books, accounts, and records and to make copies and memoranda of Grantee's books, accounts and records in order to evaluate Grantee's compliance with the management and distribution of the business grant sub-awards. Pursuant to NRS 239.010, information or documents in connection with this Agreement may be open to public inspection and copying. The Parties may have the duty to disclose a document unless a particular record is deemed confidential by law.

SECTION 302 – GRANTEE'S SUBMISSION OF DOCUMENTATION

Prior to disbursement of Grant funds, Grantee will submit any additional documentation required by the Grantor to support Grantee's request for disbursement.

IV. DEFAULT

SECTION 401 – MATERIALLY FALSE OR MISLEADING INFORMATION

The Grantor reserves the right to seek any remedies which Grantor may have by law, including the return of any Grant funds disbursed, if any representation, warranty or disclosure made to Grantor by Grantee, or contained in any information submitted by Grantee to Grantor or to any government agency in connection with the Grant, proves to be materially false or misleading as of the date when made or reaffirmed, whether or not such representation or disclosure appears in this Agreement.

V. MISCELLANEOUS

SECTION 501 – TIME

Time is of the essence of all provisions of this Agreement.

SECTION 502 – ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the parties hereto with respect to the Grant and supersedes any prior agreements or understandings, written or oral, with respect to the Grant. Grantee is not relying upon any promises, representations or understandings, written or oral, in entering into the Agreement, other than as expressly set forth in the Agreement.

SECTION 503 – HEADINGS

The article and section headings in no way define, limit, extend or interpret the scope of this Agreement or of any particular article or section.

SECTION 504 - VALIDITY

In the event that any provision of this Agreement shall be held to be invalid, the same shall not affect in any respect whatsoever the validity of the remainder of this Agreement.

SECTION 505 – GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada, and the Grantor of Clark County, except to the extent federal law applies. The Parties consent to the exclusive jurisdiction of the Nevada state district courts for enforcement or interpretation of this Agreement.

SECTION 506 – COUNTERPARTS

This Agreement may be executed in counterparts, and each such counterpart shall be deemed to be an original.

SECTION 507 - FUTURE SUPPORT

The Grantor makes no commitment of future support and assumes no obligation for future support of the activity contracted herein except as set forth in this Agreement.

SECTION 508 - ADDRESSES

Written notices, requests, grievances or adjustments to Clark County’s Office of Community & Economic Development shall be made to:

**Attn: Shani Coleman, Director of Community & Economic Development
Clark County
500 S. Grand Central Pkwy, 6th Floor
Las Vegas, NV 89155**

Written notices, requests, grievances or adjustments to the Grantee shall be made to:

Notice shall be effective when hand-delivered during normal business hours or two (2) business days after mailing, postage prepaid, to the proper address. Either party may change its address for notices by written notice as specified above.

SECTION 509 – Relationship of the Parties

No joint venture is contemplated or established hereby, and neither of the Parties shall be deemed to be the agent of the other for any purpose by virtue of this Agreement. Grantee, its agents and employees, shall act in an independent capacity and not as officers or employees of Clark County. All personnel employed by Grantee to perform work at the Organizations shall be considered at all times, employees of Grantee for all purposes. It is acknowledged by Grantee that the County shall not withhold income taxes, social security, or any other amount of any nature whatsoever; shall not provide Industrial Insurance Coverage, sick or vacation leave, holiday pay, retirement benefits, or health, life, dental, long-term disability or workers compensation insurance benefits to Grantee, Grantee’s agents or employees.

SECTION 510 – No Assignments; No Third-Party Beneficiaries

Any assignment or attempted assignment of this Agreement or any portion thereof by Grantee without the prior written consent of the Grantor shall be void. This Agreement shall not be deemed to be for the benefit of any person or entity who is not a party hereto.

SECTION 511 – Term of Agreement

The Agreement becomes effective when fully executed by all parties hereto and shall expire upon completion of the program requirements as set forth in Exhibit A, exhaustion of all grant funds awarded under this Agreement or within two full calendar years of the Agreement’s execution date, whichever comes first, unless terminated earlier in accordance with the provisions of the Agreement. Section 505 shall survive the termination of this Agreement.

IN WITNESS WHEREOF, THE GRANTOR AND THE GRANTEE HAVE EXECUTED THIS AGREEMENT.

GRANTEE

By _____

Date _____

GRANTOR

By _____

Date _____

EXHIBIT A

Scope of Work

Program Summary

The Clark County Office of Community and Economic Development (“OCED”) seeks to support businesses and nonprofits in building long-term recovery, resiliency, and capacity. To accomplish this, OCED has partnered with the Henderson Chamber of Commerce Foundation (HCCF) to support the continued growth of the Henderson Launchpad, Nevada’s longest running business incubator, and to provide diverse start-ups and expanding businesses with access to affordable workspace suites and business resources. The OCED will fund up to nine (9) business grant sub-awards, for woman-owned, veteran-owned and/or minority owned businesses enrolled in the Henderson Chamber of Commerce Foundation’s (HCCF) Business Incubator Program. Each sub-award will cover a six-month lease of a fully furnished private office suite at the Henderson Launchpad located at 112 Water Street, Suite 100, Henderson NV, 89015, inclusive of utilities, high-speed internet, janitorial service, mail services, a one-year membership to the Henderson Chamber of Commerce (HCC) and access to business support resources provided by the HCC and Henderson Launchpad staff.

Scope of Work

Grantee will be responsible for the following tasks and duties:

- Administration of up to nine (9) business grant sub-awards funded by the OCED.
- Lease Administration of all Henderson Launchpad business tenants funded by OCED.
- Provide regular progress and status reports pertaining to the businesses funded by OCED.

Fees & Funding

Grant fees and funding will consist of the following:

- A one-time program administration fee not to exceed the amount of Four Thousand and Five Hundred dollars (\$4,500).
- Up to nine (9) business grant sub-awards each individually not to exceed the amount of Four Thousand and Five Hundred dollars (\$4,500) or an aggregate total of Forty Thousand and Five Hundred dollars (\$40,500) for the Agreement term.

Payment Schedule

Grantor will issue payment for reimbursement of the program administration upon receipt of an invoice detailing completion of administrative functions.

Sub-awards will be reimbursed upon receipt of an invoice and supporting documentation that includes a copy of the Sub-Award Recipient’s executed Henderson Launchpad Agreement, an occupancy report listing all Henderson Launchpad tenants with corresponding move-in/out dates and a status report on the Sub-Award Recipients funded by OCED.

EXHIBIT B

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This Sublease ("Lease") is made this the **XX** day of **Month, 20XX** by and between the Henderson Chamber of Commerce Foundation, a Nevada non-profit corporation, dba Launchpad (hereinafter "Landlord") and **Company Name** (hereinafter "Tenant").

In consideration for the mutual promises and covenants contained herein, and for other good and valuable consideration, the parties hereby agree as follows:

1. The Landlord leases to the Tenant, and the Tenant rents from the Landlord the following demised premises: **Suite XXX (approximately XXX square feet) within Launchpad, located at 112 South Water Street, Henderson, NV 89015.**
2. The term of this lease shall commence **Month XX, 20XX**, and end **Month XX, 20XX**. Tenant may cancel the lease at the end of the contracted sublease with thirty (30) days' notice in writing.
3. Tenant shall pay to Landlord as rent **\$XXX per month**, due no later than the 5th of each month. The first month's rent and a refundable security deposit of **\$XXX** is due upon signing of this contract, as well as a **\$00.00** cleaning fee (non-refundable for inspection of the premises, cleaning carpet, walls, etc.), **TOTAL: \$** ____ Tenant will receive two keys to **Suite XXX**, two electronic key fobs for 24-hour access and one mailbox key. Additional copies of suite keys and fobs will be charged at **\$50** per key; additional mailbox keys are **\$200.00**. Payments made after the due date will incur a **\$25.00** late fee. Returned checks will incur an NSF fee of **\$50.00**. This lease may be extended solely at the discretion of the Landlord for an additional six months **for \$ XXX monthly (partially subsidized rate – market rent is \$X.XX psf at \$XXX monthly).**
4. Tenant shall be responsible for any fees associated with computer maintenance and system networking. Tenant shall have access to a high-speed internet line, Wi-Fi internet access, one desk phone and assigned phone number.
5. Landlord will pay utilities, janitorial, building maintenance, and common area costs. Landlord will provide office furniture documented on separate agreement upon move-in.
6. Tenants are required to have a Henderson Business License filed with the **City of Henderson; a copy of license must be provided to Launchpad staff and stored on file.**
7. Tenant is required to join the Henderson Chamber of Commerce as a member upon moving into Launchpad and must maintain membership during tenancy.
8. Tenants are required to schedule a one-hour complimentary consultation with on-site business counselors within 30 days of occupancy.
9. Tenant shall be liable to Landlord for any costs expended resulting of failure of Tenant to pay rent as herein provided.
10. Tenant shall use and occupy the premises only as **Company Name** – leased and operated and for no other use except with the prior written approval of Landlord. Approved use clause: **insert info here i.e. "publishing company" "movie production, screen writing"**
11. Tenant shall not make any alterations, additions or improvements to the premises without the prior written consent of the Landlord. Tenant shall be responsible for any improvements to the space subleased. Improvements made by the tenant that are fixtures (attached to the building) become the property of the Landlord. Tenant is accepting the space in "as is" condition.
12. Tenant, at Tenant's own expense, shall furnish the following:
 - any computer hardware and software required by Tenant's business
 - any additional furniture required by Tenant; Landlord approval of additional furniture is required.
 - any additional communications equipment
 - all other services not expressly provided herein as a responsibility of the Landlord

Initials: _____

13. Tenant shall have 24/7 access to the facility.
14. Tenant shall abide by all reasonable rules, requirements, and restrictions related to occupancy, as currently promulgated by Landlord or as may in the future be adopted by Landlord upon prior notice of at least 30 days.
15. Tenant shall not commit or permit others to commit damage or waste to the premises.
16. Tenant shall comply with all rules, regulations, ordinances codes and laws of all entities having jurisdiction over the premises.
17. Landlord retains the right to enter and inspect tenant leased space without notice during the duration of the lease.
18. Tenant shall not permit or engage in any activity which will cause an increase in the rate of insurance for the building in which the premises is contained nor shall the Tenant permit or commit or permit others to commit any nuisance thereon.
19. Tenant shall not sublet or assign the premises nor allow any other person, except direct employees, or business invitees to use or occupy the premises.
20. At the end of the term of this Lease, the Tenant shall surrender and deliver up the premises in the same condition (subject to any approved additions, alterations or improvements, if any) as presently exists, reasonable wear and tear excluded.
21. Upon default in any term or condition of this Lease, the Landlord shall have the right to terminate the tenancy without releasing Tenant of the obligation to pay rent for the full term of the lease, subject to credit for proceeds of re-letting the premises, and undertake any or all other remedies permitted by Law.
22. **Prior to occupying the Premises, Tenant is responsible for insuring its personal property and trade fixtures to be located on the Premises as well as having General Liability Insurance with a minimum \$1 million-dollar policy. Tenant must include the Landlord as the primary certificate holder and Wells Fargo Bank and the Henderson Chamber of Commerce as Additional Insured on their policy; a copy must be provided to Landlord.** Neither party will be liable to the other for any loss or damage caused by water damage, sprinkler leakage, and there will be no subrogated claim by one party's insurance carrier against the other party arising out of any such loss.
23. Address for Notices: Landlord – Launchpad, 112 South Water Street, Henderson, NV 89015
Tenant - _____
24. TENANT AGREES TO COMPLY WITH ALL TERMS AND CONDITIONS OF THE MASTER LEASE WITH WELLS FARGO BANK NA, AND TO INDEMNIFY AND HOLD LANDLORD HARMLESS FROM ALL CLAIMS ARISING FROM TENANT'S OCCUPANCY OF THE DEMISED PREMISES.
25. This Lease shall be binding upon, and inure to the benefit of, the parties, their heirs, successors, and assigns.

Signed this Month XX, 2022

 Kelly Green
 Henderson Chamber of Commerce Foundation
 Landlord

 First & Last Name
 Company Name
 Tenant

CONSENT OF WELLS FARGO BANK, NA

 Date: By: