

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input checked="" type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
Business Designation Group (Please select all that apply)						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed:						
Corporate/Business Entity Name: Mondays Dark, Inc.						
(Include d.b.a., if applicable)						
Street Address:		5130 S. Fort Apache, Suite 215-393		Website: www.mondaysdark.com		
City, State and Zip Code:		Las Vegas NV, 89148		POC Name: Mark Shunock Email: Mark@marshunentertainment.com		
Telephone No:		702.712.8711		Fax No:		
Nevada Local Street Address: (If different from above)				Website:		
City, State and Zip Code:				Local Fax No:		
Local Telephone No:				Local POC Name: Email:		

All entities, with the exception of publicly-traded and non-profit organizations, must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board.

Publicly-traded entities and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use applications, extends to the applicant and the landowner(s).

Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Mark Shunock	President / Secretary	
Cheryl Shunock	Director	
Aaron Marsaw	Director	
Joyce Smith; Nino Galloway; Bob Golden; Brock Radke; Kerry Kleiman -- Directors		

This section is not required for publicly-traded corporations. Are you a publicly-traded corporation? ☐ Yes ☒ No

- Are any individual members, partners, owners or principals, involved in the business entity, a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?
☐ Yes ☒ No (If yes, please note that County employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)
- Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?
☐ Yes ☒ No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the Board will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.


Signature

Mark Shunock
Print Name

President
Title

11.2.2021
Date

DISCLOSURE OF RELATIONSHIP

List any disclosures below:
(Mark N/A, if not applicable.)

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF COUNTY* EMPLOYEE/OFFICIAL AND JOB TITLE	RELATIONSHIP TO COUNTY* EMPLOYEE/OFFICIAL	COUNTY* EMPLOYEE'S/OFFICIAL'S DEPARTMENT

* County employee means Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District.

"Consanguinity" is a relationship by blood. "Affinity" is a relationship by marriage.

"To the second degree of consanguinity" applies to the candidate's first and second degree of blood relatives as follows:

- Spouse – Registered Domestic Partners – Children – Parents – In-laws (first degree)
- Brothers/Sisters – Half-Brothers/Half-Sisters – Grandchildren – Grandparents – In-laws (second degree)

For County Use Only:

If any Disclosure of Relationship is noted above, please complete the following:

- ☐ Yes ☐ No Is the County employee(s) noted above involved in the contracting/selection process for this particular agenda item?
- ☐ Yes ☐ No Is the County employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

Signature

Print Name
Authorized Department Representative

AMENDMENT I TO LAND LEASE AGREEMENT BETWEEN COUNTY AND MONDAY'S DARK

AMENDMENT I TO LAND LEASE AGREEMENT BETWEEN CLARK COUNTY AND MONDAY'S DARK

This Amendment I to Land Lease Agreement ("Amendment I") is made and entered into this _____ day of _____, 2024, by and between CLARK COUNTY, a political subdivision of the State of Nevada ("County") and MONDAYS DARK, a Nevada 501(c)(3) non-profit corporation ("Tenant"), individually a "Party" and collectively the "Parties".

WITNESSETH:

WHEREAS, pursuant to NRS 244.284, the Board of County Commissioners of Clark County ("Board") may lease any of the real property of the County to a corporation for public benefit as defined in NRS 82.021, on such terms and conditions deemed appropriate, if such real property is not needed for the public purposes of the County and the property is actually used for charitable or civic purposes; and

WHEREAS, a corporation for public benefit as defined in NRS 82.021 is recognized as exempt under Section 501(c)(3) of the Internal Revenue Code and is organized for a public or charitable purpose; and

WHEREAS, Tenant is a corporation for public benefit, as defined in NRS 82.021, dedicated to generating funds and raising awareness for charitable communities in Southern Nevada by hosting performance arts variety shows;

WHEREAS, Tenant and County entered into that certain Land Lease Agreement dated December 7, 2021 ("Land Lease") authorizing Tenant to construct and operate a performance/event venue and community center known as The Space 2.0 (as defined in the Land Lease) on County property;

WHEREAS, the Land Lease contained certain deadlines and provisions relating to design, land use approval, building department approval, construction commencement, construction completion and operation dates;

WHEREAS, the Parties desire to amend the deadlines previously stipulated in the Land Lease and further clarify the rights to the Leased Premises (as defined in the Land Lease);

NOW, THEREFORE, the Parties agree as follows:

1. Subsection 1.1 shall be deleted and replaced with the following:

" 1. Grant of Leasehold Interest; Purpose

1.1 In consideration of the terms, covenants and conditions contained in this Lease, the County hereby leases to Tenant, and Tenant hereby leases and takes from the County ± 54,718 square feet of unimproved real property

AMENDMENT I TO LAND LEASE AGREEMENT BETWEEN COUNTY AND MONDAY'S DARK

located on the Northwest corner of Polaris Avenue and Harmon Avenue, Clark County, Nevada, currently known as Assessor's Parcel Number 162-20-212-005, as depicted and more particularly described on **Exhibit A** attached hereto and incorporated herein by reference excluding the area described in **Exhibit C** as further noted in Section 7.4 ("**Leased Premises**"). "

2. Subsection 2.1 shall be deleted and replaced with the following:

" 2. Tenant's Covenants

2.1 After approval of this Lease by the Board, Tenant, at no cost or expense to the County, shall promptly undertake the planning, design and construction of The Space 2.0 upon the Leased Premises. Such facility to be used by Tenant in the conduct of its civic activities described above in Subsection 1.2 shall be at no cost or expense to the County. Tenant shall complete design and construction of The Space 2.0 within the time frames outlined below:

i) Tenant shall commence design of The Space 2.0 on or before December 7, 2022.

ii) Tenant shall obtain land use approval for The Space 2.0 on or before December 31, 2024

iii) Tenant shall obtain building department approval and commence construction of The Space 2.0 on or before December 31, 2025

iv) Tenant shall complete construction of The Space 2.0 on or before December 31, 2027

v) Tenant shall commence operation of The Space 2.0 on or before December 31, 2028

Tenant shall notify County, in writing, when Tenant has commenced and completed each action as listed in i-v above.

All planning, design and construction costs of the facility shall be borne solely by Tenant (and at no cost or expense to the County) including any land use applications, utility extension and connection fees and offsite improvements associated with development of the Leased Premises. County is under no obligation to grant any permits, licenses, variances or other approvals but only to assist as needed as the owner of the Leased Premises. Any approval(s) granted by the County acting as the jurisdictional authority shall not obligate or affect any subsequent or separate approval(s) by the County or its rights as landlord under this Land Lease.

AMENDMENT I TO LAND LEASE AGREEMENT BETWEEN COUNTY AND MONDAY'S DARK

The Director of Real Property Management or their designee may, but is not obligated, to provide a one-time six (6) month extension to each or all timelines above at their sole discretion. ”

3. Subsection 8.1 shall be deleted and replaced with the following:

“ 8. Insurance

8.1 Tenant will maintain the following insurance coverage during the initial and any extended terms of the Land Lease and will, upon signing the Land Lease, furnish to the County certificates of insurance, showing that the following insurance is in force and listing the County as additional insured:

- i) Workers compensation in accordance with Nevada law or evidence from the Nevada Division of Industrial Relations that Tenant is exempt from such requirement;
- ii) Fire insurance with extended coverage with policy limits of Two Hundred Fifty Thousand Dollars (\$250,000). County shall not be liable for injury or damages to the Leased Premises or any property or fixtures by fire or other casualty so covered by this type of insurance, no matter how caused, it being understood that in case of damage, Tenant shall look solely to the insurer for reimbursement and not to County.
- iii) Commercial general liability, including abuse, molestation and corporal punishment coverage, with a combined single limit for bodily injury and property damage of not less than One Million Dollars (\$1,000,000) per occurrence to protect the County, the Tenant, Tenant's affiliates, contractors and agents against claims for injury or death and damage to the property of others.
- iv) Coverage for debris removal and the enforcement of any statutes, ordinances or regulations requiring the upgrading, demotion, reconstruction or replacement of any portion of improvements built upon the Leased Premises as the result of a covered loss. Subject to commercially reasonable deductibles or co-insurance, the amount of such insurance shall be equal to the full replacement cost of the improvements, as the same shall exist from time to time.
- v) Any and all insurance policies required shall be “occurrence” policies and shall not be “claims made” policies.

AMENDMENT I TO LAND LEASE AGREEMENT BETWEEN COUNTY AND MONDAY'S DARK

vi) Before a contractor commences any work, Tenant shall require the contractor to obtain and maintain throughout the term of the construction contract, the bonds and insurance coverage required, and shall furnish certificates of such insurance coverage to the Director of Real Property Management or their designee. The insurance and surety companies issuing certificates of insurance and bonds must be licensed by the State of Nevada Insurance Division and certificates of insurance and bonds must be issued by an appointed producer of insurance pursuant to Nevada Revised Statutes Chapter 683A. "

4. Except as expressly amended in this Amendment I, the Land Lease shall remain in full force and effect.

[SIGNATURE PAGE TO FOLLOW]

AMENDMENT I TO LAND LEASE AGREEMENT BETWEEN COUNTY AND MONDAY'S DARK

WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

COUNTY

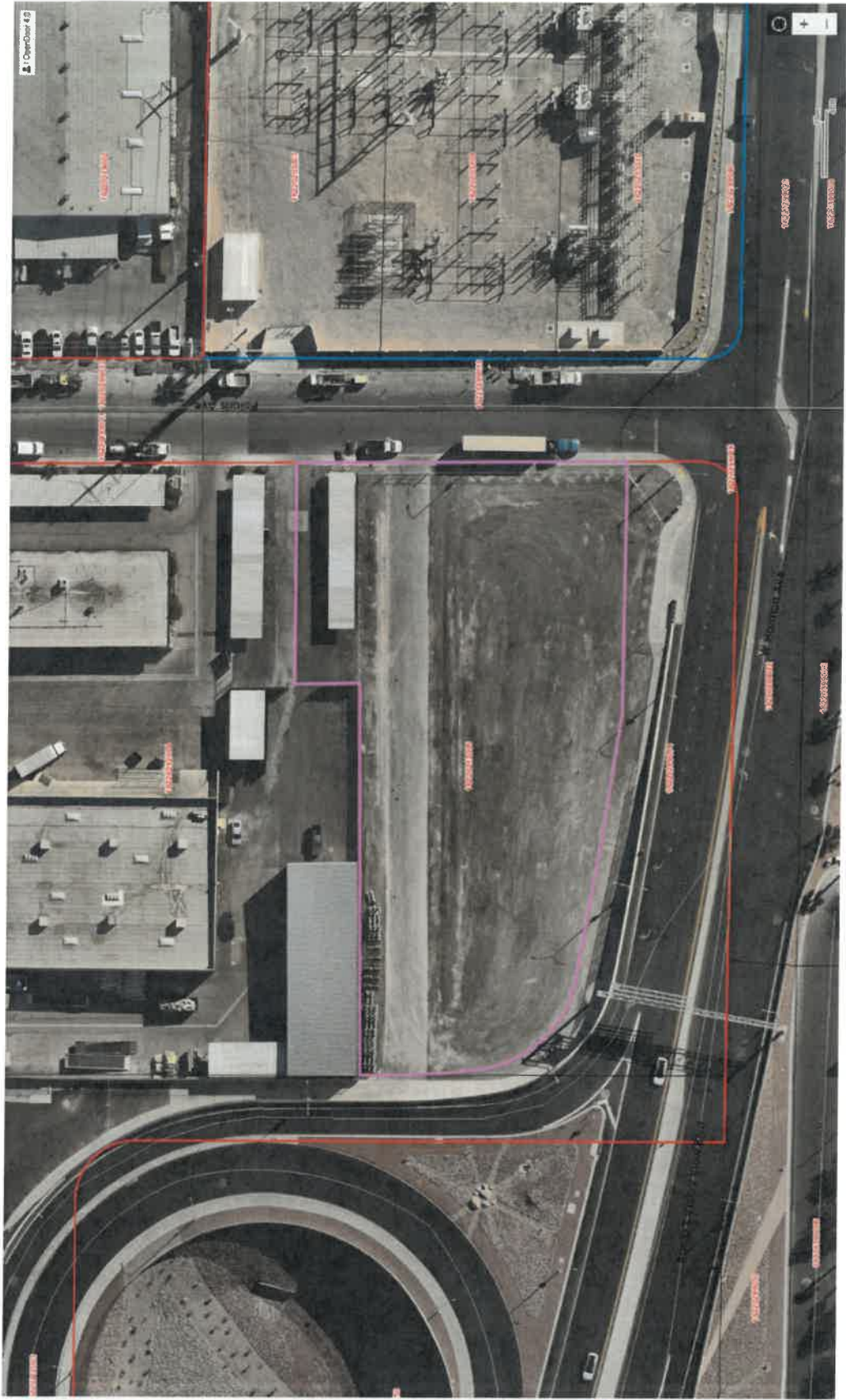
MONDAY'S DARK

By: _____
Shauna Bradley
Acting Director of Real Property Management

By:  _____
Mark Shunock
President

APPROVED AS TO FORM:

By:  _____
Nichole Kazimirovicz
Deputy District Attorney



4495 POLARIS

Advanced Search

Ready

Property Information

Parcel: 16220212005
Owner Name(s): COUNTY OF CLARK (PUBLIC WORKS)
Site Address: 4495 POLARIS AVE
Jurisdiction: CC Paradise - 89103
Sale Date: 03/20/203
Sale Price: \$2,600,000
Estimated Lot Size: 1.25
Recorded Doc Number: 20100201 00001520
Aerial Flight Dates Mar 17 2019

Zoning and Planned Land Use

Legal Description

Ownership

Appraisal

Flood Zone

Elected Officials

SunGard Query

Map Tips

Units

Current Tool: Select Property

Coords in State Plane ft. v

X: 773129 Y: 20741586

Flight Date: NewMap (02-18-2021)

Current View: Parcel

1.500

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