

## Facility Use License Agreement

This Facility Use License Agreement (“**License Agreement**”) is made by and between the BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION, ON BEHALF OF THE UNIVERSITY OF NEVADA, LAS VEGAS (“**Licensor**”) and CLARK COUNTY, NEVADA (“**Licensee**”), herein identified individually as a “**Party**” and collectively as the “**Parties**.” This License Agreement is effective as of the last date any authorized signatory affixes his/her name below (“**Effective Date**”).

WHEREAS, Licensee desires to host a Clark County Fire Academy (“Academy”) on Licensor’s Premises, and Licensor desires to grant Licensee with a license for use of the Sam Boyd Stadium and parking lots in order to host the Academy.

For good and valuable consideration, Licensor and Licensee hereby agree as follows:

1.0 Property:

The term “**Property**” whenever used herein, means that certain area of the Sam Boyd Stadium parking lots and concourse, located on a portion of parcel numbers 161-26-801 and 161-35-501-001, as described in **Exhibit “A,”** which is attached hereto and incorporated herein by this reference.

2.0 Term:

The term of this License Agreement shall begin November 14, 2022 and end June 1, 2023 (the “**Term**”).

3. Consideration:

Licensee shall pay Licensor Fifteen Thousand Dollars and no/100 (\$15,000.00), hereinafter “**License Fee**” for the Term of the License Agreement. The License Fee is determined as follows:

Flat fee for use of property. Any additional requests by Licensee and provided by Licensor shall be billable. Any items billed will be mutually agreed to.

The License Fee shall be payable as follows: Ten Thousand (\$10,000.00) of the License Fee on the execution hereof (“**Deposit**”). The remaining \$5,000.00 balance will be due at the end of the Term and Licensee receives the final invoice.

4.0 Use of the Property:

4.1 Licensor hereby grants to Licensee a license for the purpose of accessing the Property for the purpose of hosting Clark County Fire Academy. Use for any other purpose is prohibited without first obtaining the written consent of Licensor. Licensee will conform to and comply with all applicable local, state and federal laws in using the Property, and will not use the Property in any manner in contravention of any applicable laws, nor in such a manner that will increase the existing rate for property insurance for the Property.

4.2 Licensee shall not interfere with other land uses on surrounding land owned or leased by the Licensor.

4.3 Licensee will be allowed to erect, operate, or cause or permit to be erected, or operate signs at the Property. Any identifying signage for the Licensee will require written approval of the Licensor. Licensor approval shall not be unreasonably withheld.

4.4 Licensee will comply with Rules and Regulation that are set forth in **Exhibit “B,”** attached hereto as incorporated herein by this reference.

5.0 Condition of Property and Repairs:

5.1 Licensee has examined the Property, knows the condition thereof, and acknowledges that Licensee has accepted the Property in its existing condition, and that no representation or warranty as to the condition or repair of the Property has been made by Licensor.

5.2 Upon expiration of the Term of this License Agreement, Licensee will deliver the Property to Licensor in good order and condition, free from foreign debris and materials which were not located on the Property that were caused by the Licensee prior to Licensee's use of the Property. In the event the Licensee's use of the Property results in damage to the Property and/or the Licensee fails to leave the Property in a suitably clean and restored condition, Licensee shall be responsible for all costs associated with restoring the Property to its original condition. *See Subsection 7.0 below.*

5.3 If Licensor claims that Licensee is responsible for any damage, Licensor shall notify Licensee in writing within five (5) business days from the date that Licensee has vacated the Property. If Licensor fails to submit any damage in writing to the Licensee within the time prescribed, Licensor waives all rights to any alleged damages caused to the Property by Licensee. The writing shall include a detailed listing of all property damage for which Licensor claims Licensee is responsible. Licensor shall cooperate fully with Licensee in the investigation of such claims, and permit Licensee to reinspect the property claimed to be damaged.

6.0 Alterations, Additions and Improvements:

Licensee shall be granted permission to erect appropriate temporary fixtures within and around the perimeter of the Property (the "**Fixtures**"). All such Fixtures shall be removed from the Property upon termination of the License Agreement. Licensee shall not make, or permit to be made, any additional alterations or improvements whatsoever to the Property except for those described herein, without Licensor's prior written consent.

7.0 Service to the Property:

Licensor shall provide use of stadium parking lots, concourse, seating area, field level, and tower.

Licensor shall provide lockable storage

Licensee shall provide all its own IT

Licensee shall provide any tables, chairs and equipment needed

Licensee shall provide all custodial services for the Property

Licensee shall provide all event staffing and security

8.0 Licensor's Right of Entry:

Licensor shall have the right, with prior notice to Licensee, to enter upon and inspect the Property.

9.0 Access:

9.1 Licensor shall provide Licensee with any keys needed to access

9.2 Licensee shall have access to the Property whenever needed. Academy will operate Monday – Friday  
5:00am – 5:00pm

10.0 Licensee's Insurance and Indemnification Provisions:

10.1 The Licensee will be solely in control of and responsible for all events and activities arising from or related to the Academy. Each Party shall remain liable for its own negligence in accordance with the general laws of the state of Nevada.

10.2 Licensee, as an agency of Clark County, Nevada, is self-insured and will assume financial responsibility for any claims for personal injury or property damage, including death, caused by the negligent or wrongful acts of Licensee's employees acting in the course and scope of their employment during the Licensee's use of the Property. Licensee acknowledges that its personnel will, at all times, be acting within the course and scope of their employment as employees of the Licensee when using the Premises. Additionally, if an employee of Licensee is injured during the use of the Premises, then Licensee agrees to process and forward any claims for employee compensation solely through Licensee's self-insurance program.

10.3 Waiver of Subrogation: Licensor and Licensee each hereby waive all rights of recovery against the other and against the officers, employees, agents and representatives of the other, on account of loss by or damage to the waiving party or its property or the property of others under its control, to the extent that such loss or damage is insured against under any fire and extended coverage insurance policy which either may have in force at the time of the loss or damage. Licensee shall, upon obtaining the policies of insurance through its self-funded program, or commercial insurance, give notice to its insurance carrier or Risk Management Officer that the foregoing mutual waiver of subrogation is contained in this License Agreement.

10.4 Access: Licensee agrees to provide Licensor and its insurer access and authority to investigate on site and to obtain such information from Licensee as may be required to defend Licensor and its officers or employees from claims or litigation arising from activities under this License Agreement.

#### 11.0 Licensor's Insurance and Indemnification Provisions:

11.1 To the extent limited by Nev. Rev. Stat. ("NRS") Chapter 41, Licensor agrees to indemnify and hold harmless Licensee, its officers, employees and agents from and against any loss, damage, liability, claim, cost or expense to the person or property of another, lawsuits, judgments and/or expenses (but not including attorneys' fees), arising directly or indirectly from any act or omission of Licensor, its officers, employees or agents which may occur during or which may arise out of the performance of this License Agreement.

11.2 As a state-supported institution of higher education, the Licensor is a self-insured agency for liability exposures and participates in the State of Nevada tort program pursuant to Nevada Revised Statute 41. Licensor is self-insured for workers' compensation exposures and claims are administered by a third-party administrator.

#### 12. Limitations on Liability:

The Parties will not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of the Parties shall not be subject to punitive damages. Neither Party waives any right or deference to indemnification that may exist in law or equity.

#### 13.0 Code and Regulations:

13.1 Licensee shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances, and government rules and regulation now in force or which may hereafter be in force, including but not limited to those that relate to hazardous materials, the regulation of protection of the environment, including the air, ground water, surface water, and land use; and/or infection prevention and control. Licensee will immediately, upon request, verify compliance to such requirement, which may be amended or otherwise or otherwise modified from time to time.

14.0 Intellectual Property and Affiliation:

14.1 Licensee shall not use any name, mark, logo, design or other symbol of Licensor in the performance of its services, or in any correspondence, marketing or promotional/advertising materials issued by Licensee, without the prior written approval of Licensor.

14.2 The provisions of this License Agreement are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership or any other similar relationship between any of the Parties and Licensee shall not state or imply an affiliation, sponsorship or endorsement of Licensor in any manner.

15.0 Assignment:

This License Agreement shall not be assigned in whole or in part to any party without the written consent of both Parties.

16.0 Termination:

Either Party may terminate this Agreement with a ten (10) day written notice to the other Party.

17.0 Entire Agreement:

This License Agreement with all attachments and exhibits constitutes the entire understanding between the Parties with respect to the subject matter hereof and supersedes any and all prior understandings and agreements, oral and written, relating hereto. Any amendment must be in writing and signed by duly authorized representatives of both Parties.

18.0 Governing Law:

The laws of the State of Nevada shall govern the validity, construction, interpretation and effect of this License Agreement. Any and all disputes arising out of or in connection with this License Agreement shall be litigated only in a court of competent jurisdiction in Clark County, Nevada, and the Parties expressly consent to the jurisdiction of said court.

19.0 Notice:

Any notice to either Party hereunder must be in writing signed by the Party giving it, and shall be served either personally or by registered or certified mail addressed as follows:

TO LICENSOR:

University of Nevada, Las Vegas  
Thomas & Mack Center  
4505 S. Maryland Parkway, Box 450003  
Las Vegas, NV 89154-0003

TO LICENSEE:

Clark County Fire Department  
575 E. Flamingo Road

Las Vegas, Nevada 89119  
ATTN: John Steinbeck

or to such other addressee as either Party may designate from time to time.

20.0 Severability:

Whenever possible, each provision of this License Agreement must be interpreted in such a manner as to be valid under applicable law. If any provision of this License Agreement is deemed invalid, that provision must be severed and the remaining provisions must otherwise remain in full force and effect.

21.0 Counterparts:

This License Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**[SIGNATURE PAGE TO FOLLOW]**

IN WITNESS WHEREOF, the authorized representatives of the Parties have executed this License Agreement as of the Effective Date.

**LICENSOR:**

**Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada, Las Vegas**

Recommended By:



Michael Newcomb  
UNLV Thomas & Mack Center Executive Director

9/22/2022

Approved By:



Erick Harper  
Director Intercollegiate Athletics

Date: 9-26-22

**LICENSEE:**

**CLARK COUNTY, NEVADA  
BOARD OF COUNTY COMMISSIONERS**

Approved By:

James B. Gibson  
Chair

Date: \_\_\_\_\_

ATTEST:

Lynn Marie Goya  
County Clerk

Date: \_\_\_\_\_

APPROVED AS TO FORM:



Tim Baldwin  
Deputy District Attorney

**Exhibit "A"**

**PROPERTY DESCRIPTION**

Property: Sam Boyd Stadium Parking lot and concourse  
Location: 7000 East Russell Road  
Las Vegas, NV 89122  
  
Parcel: 161-26-801-001 and 161-35-501-001

**Sam Boyd Stadium  
Aerial Parcel View**



## **Exhibit "B"**

### **RULES AND REGULATIONS**

It is agreed that the following rules and regulations shall be and are hereby made a part of the License Agreement, and that Licensee agrees that its employees and agents or any other persons permitted by Licensee to occupy or enter the Property will at all times abide by these rules and regulations and shall operate the same as any other default under the License Agreement.

1. The entries and passages to Property shall not be obstructed by Licensee or its agents or used by them for any purpose other than ingress and egress to and from the Property.
2. No animals shall be allowed on the Property, except services animals.
3. No vehicles shall obstruct sidewalks or entrances to the Property.
4. No person shall disturb surrounding property owners and/or occupants within proximity to the Property.
5. The use of oil, gas, or inflammable liquids for heating, lighting, or any other purpose is expressly prohibited. Explosives or other articles deemed extra hazardous shall not be brought onto the Property.
6. Licensee shall exercise due care and, within reasonable limits, shall not damage or injure the Property.
7. Licensor reserves the right to make such other and further reasonable rules and regulations as in its judgment may from time to time be necessary and desirable for the safety, care, and cleanliness of the Property and for the preservation of good order therein. Such rules and regulations shall be effective upon receipt of changes and/or additions.
8. The maintenance and repair of all equipment used by Licensee on the Property will be the responsibility of Licensee.
9. Licensee will be subject to all rules and regulations concerning safety, hazardous substances/radioactive material/waste management, biohazardous material, and physical security of all Licensee items and will bear financial responsibility associated with use of same. Disposal of hazardous wastes generated by Licensee will be the responsibility of Licensee.