

LAS VEGAS CONVENTION CENTER
LEASE AGREEMENT #: 10988
LESSEE: Clark County Human Resources
ADDRESS: 500 S. Grand Central Parkway
Las Vegas, NV 89155
TELEPHONE: (702) 455-6442

This Lease Agreement is made and entered into this 20th day of October, 2022, by and between the LAS VEGAS CONVENTION AND VISITORS AUTHORITY, 3150 Paradise Road, Las Vegas, Nevada 89109, (702) 892-0711 (hereinafter referred to as "LVCVA") and LESSEE (each, a "party," and collectively, the "Parties").

1. Facilities Payment and Use: The LVCVA shall not require a first payment or down payment at execution of this Lease Agreement. Signed Lease Agreement is only valid upon return to the LVCVA. Balance due upon receipt of invoice from LVCVA. In the event of mailing, receipt shall be deemed upon the lapse of three (3) calendar days from the postmark date. Payment methods accepted include cash, check, money order, ACH, wire, and all major credit and debit cards; however, the LVCVA reserves the right to restrict credit card transactions on past due accounts. See attached Exhibit "A" for rental rates, dates of tenancy, the scope of the Leased Premises (defined as the specific halls, meeting rooms, and parking lots leased by Lessee under this Lease Agreement), and other related terms of the Lease Agreement. At the option of the LVCVA, payment of all prior LVCVA invoices is a condition precedent to the validity of this Lease. If Lessee fails to pay any amounts due and owing under any prior lease or invoice, the LVCVA will be under no obligation whatsoever to allow Lessee to use or occupy any part of Las Vegas Convention Center.

2. Conditions: At the option of the LVCVA, this Lease Agreement shall have no force or effect whatsoever unless and until executed by both parties, to wit: Lessee and the Chief Executive Officer (CEO) of the LVCVA or his or her designee. Lessee covenants and agrees to well and truly perform and abide by each and every term, condition, limitation and restriction herein set forth. At the LVCVA's option, any alteration to this document, unless executed by both Parties will void this Lease Agreement.

The use of the Leased Premises includes corridors, within the leased hall(s), necessary to accommodate patrons and seating in or a part thereof, together with such regularly provided reasonable electricity, water, gas, HVAC, and sewer services, which Lessee accepts "as is" and with no additional conditions or requirements. The term reasonable shall be defined on a case-by-case basis in the sole and unfettered discretion of the LVCVA. Any additional requirements for water, gas, or sewer services shall be subject to the approval of the LVCVA with costs incurred by Lessee. Concourse and entrance plaza areas are subject to the same requirements of use as the Leased Premises. Exhibit floor plan must be approved by the LVCVA's CEO, or his or her designee, before Lessee may occupy the Leased Premises. Carpeted areas must be protected when used by Lessee. Lessee shall not permit the Leased Premises to be used for any improper, immoral, illegal or objectionable purpose, or any purpose not specifically defined in Exhibit "A" as determined in the sole discretion of LVCVA. The LVCVA reserves the right to access the Leased Premises at any time. Lessee will be given at least one business day for notice and opportunity to cure any default on the part of Lessee under this Lease Agreement, unless otherwise specifically noted in the Lease Agreement. The LVCVA will have the final authority, but must act reasonably, to determine the appropriate action relating to any default under this Lease Agreement.

Lessee agrees and affirms that this Lease Agreement only allows access to the Leased Premises as outlined in Exhibit "A." Access to or use of any other space within the Las Vegas Convention Center, including unleased halls, meeting rooms, office spaces, parking lots, approaches, and sidewalks, by Lessee or its Contractors, sublessees, agents, or invitees, is strictly prohibited. Such prohibited use of space not included in Exhibit "A" shall be charged a rate of three (3) times the lease rate for the space as established in the Lease Agreement and may, at the option of the LVCVA, provide grounds for the immediate termination of the lease. The LVCVA reserves the right to trespass Lessee, and any employees, contractors, invitees, representatives, assigns, or guests it witnesses in spaces outside the Leased Premises from the Las Vegas Convention Center.

Any and all contractors of any tier ("Contractors"), that provide any goods or services for the Lessee or its sublessees of any tier, must pay any and all licensing and/or permitting fees and obtain the required insurance to work at the Las Vegas Convention Center. Contractor's failure to pay any such fees and provide proof of such insurance may constitute a default to this Lease Agreement by Lessee.

3. Exclusive Telecommunication Services: Lessee shall comply with all existing LVCVA agreements in place for the following services: telecommunications, including normal telephone services; cellular telephone services; internet services of any kind, including wifi access; facsimile; copies; and any other services associated with telecommunications. Lessee, or its sublessee(s), shall have no right to contract out these goods and/or services. The LVCVA shall provide Lessee with a list of the approved providers prior to the move-in period.

4. Cancellation, Changes, and Forfeiture: Lessee may cancel this Lease Agreement for convenience, at any time. In the event of a cancellation for convenience, Lessee will be responsible for the prorated cost of the rent and other incurred costs to the date of written notification to the LVCVA cancelling the Lease Agreement as well the cost for rent and other costs incurred during Lessee's move-out of the Las Vegas Convention Center. Upon cancellation or termination of the Lease Agreement, the LVCVA may reenter the said Leased Premises and remove all persons therefrom, and resort to self-help or any legal proceedings to obtain such possession.

5. Insurance: Lessee agrees to furnish to the LVCVA, prior to the time of move-in, a certificate of self-insurance for \$2,000,000. Lessee shall require any Contractor or sublessee of any tier to obtain workers compensation insurance for any of sublessee's or Contractors' employees. All insurance coverage shall be for full period of the Lessee's loading and occupancy of the Leased Premises. Lessee will not do or permit to be done anything in or upon any portion of the Leased Premises, or bring or keep anything herein or thereon which will in any way conflict with the conditions of any insurance policy upon the Las Vegas Convention Center or any part thereof, or in any way increase any rate of insurance upon any building or any property there at, nor shall Lessee (without written consent of the LVCVA,) put up or operate any engine or motor or machinery on the Leased Premises, excepting normal equipment utilized to set up and dismantle exhibits, or use of oils, flammable liquids, burning fluids, camphene, kerosene, naphtha or gasoline for either mechanical or other purposes, or any agent other than electricity for illuminating purposes.

6. Damages/Indemnity: Lessee is responsible for any injury or death, or damage to property (including, but not limited to, the Leased Premises) occurring in or upon any portion of the Leased Premises or in or upon any portion of the Las Vegas Convention Center used by Lessee which are caused by Lessee, or its officers, employees, representatives, invitees, guests, or agents. Lessee shall include in any agreements with its sublessees, Contractors, agents, or other invitees, language fully and completely indemnifying the LVCVA, its officers, employees, representatives, and agents from any and all claims, demands, actions, causes of action, penalties, liens, mechanic's liens, judgments and liabilities of every kind and description (including court costs and reasonable attorneys' fees) for any injury or death, or damage to or loss of property (including, but not limited to, the Leased Premises) caused by the sublessees, Contractors, or their officers, employees, representatives, invitees, or agents, and arising out of their use or occupancy of the Las Vegas Convention Center. Without limitation of the foregoing, Lessee shall require sublessees and Contractors to indemnify, defend and hold the LVCVA harmless for any act or omissions on the part of the Lessee or its subcontractors, related to the removal of individuals or groups from the Leased Premises.

- 7. Waiver of Liability and Waiver of Subrogation:** The LVCVA shall not be responsible for any damage or injury to Lessee or to Lessee's agents, servants, employees or property from any cause whatsoever, during the period covered by this Lease Agreement, and Lessee hereby expressly agrees to pay for such loss, damage or injury. The LVCVA and Lessee agree to waive the right of subrogation by their insurance carriers, when allowed by said insurance carrier, to recover loss sustained under the respective insurance contracts for real and personal property, and Lessee agrees that each sublease shall require of the sublessee a similar waiver of right to subrogation under their insurance contracts, when allowed by sublessee's insurance company.
- 8. Services:** Lessee, at Lessee's own expense, assumes all responsibility for the equipment, materials, technicians, electricians, guards and other personnel required during the lease term. Known expenses shall be outlined in Exhibit A of this Agreement.
- 9. Expiration of Occupancy:** At the expiration of occupancy hereinabove set forth, Lessee shall quit and vacate the Leased Premises which shall be in as good condition and repair as before Lessee's use, ordinary wear and tear excepted. In the event that Lessee holds over and fails to surrender possession any of the Leased Premises at the time herein agreed, then and in that event, Lessee agrees to pay for the hold-over period at triple the daily rate herein provided for original term or the minimum rate for the specific space, whichever is greater, and the same does not preclude the LVCVA from collecting other consequential damages in the event damages do occur to the LVCVA as a result of such hold-over. If Lessee, at the termination of the lease, fails to restore the condition of the Lease Premises to that which existed prior to the lease, the LVCVA may do all things necessary to restore the Leased Premises to the condition required, and may charge the actual cost thereof to Lessee.
- Upon mutual agreement, the Parties may execute an extension of this Lease Agreement. Lessee shall notify the LVCVA at least seven (7) business days prior to the termination date of its desire to extend the Lease Agreement.
- 10. Property Left on Leased Premises:** Lessee shall remove from the Leased Premises and other areas of the Las Vegas Convention Center, on or before the termination of occupancy hereinabove agreed, all property, goods, and effects belonging to Lessee or its sublessees, or caused by Lessee to be brought upon the said Las Vegas Convention Center. If any such property is not removed at the above stated time, the LVCVA shall have the right to store or cause to be stored any such property, for which Lessee agrees to pay a reasonable fee and all expenses incurred. The LVCVA will have the right, after a reasonable period of time, not to exceed 14 calendar days, to dispose of such stored property.
- 11. Lost Articles:** The LVCVA shall have the sole right to collect and have custody of articles left in the building or parking lot of the Las Vegas Convention Center, and Lessee shall not collect nor interfere with the collection or custody of such articles by the LVCVA. Lost articles will be returned upon proper identification of article and owner according to policies established by the LVCVA. The LVCVA, will have the right, after a reasonable period of time, not to exceed 7 calendar days, to dispose of lost articles.
- 12. Compliance with Laws:** Lessee, and the LVCVA, shall comply with all laws of the United States and the State of Nevada, all ordinances of the County of Clark, State of Nevada, and wherever applicable, all rules, regulations of any governmental entity having jurisdiction and policies and criteria established by the LVCVA for the use of the facilities under the jurisdiction of the LVCVA, and Lessee will not suffer or permit to be done anything on the Leased Premises or in any other area of the Las Vegas Convention Center in violation of such laws, ordinances, rules, regulations, policies or criteria herein referred to. This Lease Agreement incorporates by reference the rules and regulations set forth in the LVCVA's Building Users Manual. Lessee shall be responsible to provide readily achievable access to the Leased Premises and provide auxiliary aids to anyone in accordance with the Americans With Disabilities Act. Additionally, it shall be the responsibility of Lessee to submit to the LVCVA in writing, a list of independent service companies (e.g. installation and dismantle companies or other exhibitor appointed contractors) who are providing a service to Lessee or its contractors.
- 13. Hazardous Materials:** Lessee, and its employees, agents, Contractors, representatives, assigns, sublessees, and invitees, are prohibited from storing at or bringing into the Las Vegas Convention Center, any hazardous or biohazardous materials or substances. Storing or bringing any hazardous or biohazardous materials at or into the Las Vegas Convention Center constitutes a breach of this Lease Agreement and will lead to the immediate termination of the Lease Agreement without a curing period. Further, if the LVCVA discovers that Lessee has brought or is storing hazardous or biohazardous materials at the Las Vegas Convention Center, Lessee agrees that it is responsible for the immediate removal, remediation and disposal of the materials, as required by current Environmental Protection Agency, or other applicable standards in effect at the time of occupancy. Upon request by LVCVA, Lessee shall provide proof of the method of transportation and disposal of the hazardous materials. Any costs associated with the removal, transportation, remediation, and disposal of materials left on the Leased Premises will be paid by the Lessee.
- 14. Licenses:** Lessee shall, at its sole cost and expense, obtain all permits or licenses required by laws, ordinances, rules and regulations mentioned herein and shall secure such permits, and shall not suffer to be done anything on the Leased Premises during the term hereof in violation of any such laws, ordinances, rules, regulations, policies or criteria, and if attention of Lessee is called to any such violation on the part of the Lessee or of any person employed by or admitted to the Leased Premises by Lessee, such Lessee will immediately desist from and correct or cause to be corrected such violation.
- 15. Child Care:** Lessee shall not allow any type of child care facility to be operated on the Leased Premises, unless permitted by the Nevada government agency or agencies responsible for permitting the child care facility.
- 16. Signs and Posters:** Lessee shall not post or exhibit, or allow to be posted or exhibited, any signs, posters or cards of any description on any part of the Leased Premises, except upon such space as is made available for such purpose by the LVCVA, and Lessee will use, post or exhibit only such signs, posters or cards upon said billboards as relate to the use of the Leased Premises given under this Lease Agreement and which meet the approval of the CEO of the LVCVA, or his or her designee, and such approval shall not be unreasonably withheld.
- 17. Security:** The LVCVA provides twenty-four (24) hour security for protection of the building perimeter. Lessee shall, at its sole expense, be responsible for complete security in the Leased Premises, including exhibit halls, meeting rooms, office spaces, loading dock areas, and emergency exits, from the time of initial occupancy for 24 hours through completion of move-out and any cleaning and testing required under this Lease Agreement. All security arrangements are subject to approval by the CEO of the LVCVA, or his or her designee, and such approval shall not be unreasonably withheld. Lessee will provide a security placement plan for stationary or roving posts to the LVCVA's Chief Operating Officer prior to move-in. Only deputy marshals employed by Lessee, or licensed Nevada security agencies and security guards that comply with LVCVA requirements, will be used by Lessee. The use of voluntary security is not permitted.
- 18. Parking/Parking Lots:** If Lessee is leasing parking lot(s) pursuant to this Lease Agreement and using the parking lot(s) for anything other than the parking of motor vehicles, Lessee shall provide the LVCVA, prior to move-in, specific details as to the use of the parking lot(s). Any non-parking use of the parking lot(s) by Lessee is subject to the LVCVA's sole and unfettered approval, and if disapproved, Lessee's right to possession of the subject parking lot(s) may be terminated by the LVCVA without liability. The parking facilities, unless specifically leased by Lessee, shall be under the direct and exclusive control of LVCVA. Prior to any staking, approval is needed from the LVCVA engineering office.
- 19. Access to Leased Premises/Use of Walkways:** Lessee agrees not use the lobbies, Skywalk (North Hall), Paradise Walkway and the Desert Inn Bridge for any purpose whatsoever without express written permission from the LVCVA.

20. Objectionable Individuals: The LVCVA, through its CEO and its officers, employees and agents, reserves the right to eject any individual or individuals from the Las Vegas Convention Center or any part thereof, if in the sole absolute and unfettered determination of LVCVA such individual or individuals are deemed to be objectionable or create a danger to public health and safety. Upon exercise of this authority by the Chief Executive Officer of the LVCVA, its officers, employees, agents or Metropolitan Police, Lessee specifically waives any right to any claim for damages against the LVCVA for such actions. Reasonable effort will be made by the LVCVA to notify Lessee of any pending action concerning any cause to which this section applies.

21. Force Majeure: If the (a) Las Vegas Convention Center or any portion thereof shall be destroyed or damaged by fire or other calamity so as to prevent the use of the Leased Premises for the purposes and during the periods specified in this Lease Agreement, or (b) if the use of the Leased Premises by Lessee shall be prevented by act of God, strike, lockout, material or labor restrictions by any governmental authority, civil riot, flood or any other cause beyond the control of the LVCVA, then this Lease Agreement shall terminate and Lessee hereby waives any claim against the LVCVA for damages by reason of such termination. The LVCVA shall, within a reasonable time, provide notice to Lessee of any event to which this section applies.

22. Evacuation/Emergency Cancellation: It is mutually agreed by and between the Parties that in the event the Las Vegas Convention Center, or any part thereof, shall be evacuated by reason of fire, strike, picketing, job action, riot, unruly demonstration, bombing, bomb threat or other incident or occurrence that could cause substantial bodily injury or substantial property damage, actual or threatened, the LVCVA may cancel all or part of Lessee's event and the Lessee, for itself and for its successors and assigns, shall and does hereby release the LVCVA and all officers, representatives, agents, employees and servants of the LVCVA from any and all liability for injury, loss of life, loss of or damage to property or other damage or loss of any nature whatsoever, economic or otherwise suffered or sustained as a result of such evacuation, direction to evacuate or cancellation. Under emergency circumstances, the CEO of the LVCVA, or his or her designee, shall regain complete control of the Las Vegas Convention Center. Reasonable effort will be made by the LVCVA to notify Lessee of any pending action in regards to emergency evacuation or cancellation.

23. Scheduling and Time of the Essence: Lessee shall have no right limitation or exclusivity with respect to the Las Vegas Convention Center. Unless otherwise specified in writing, the LVCVA, shall be privileged and retain the right to book similar or identical events at any time. Time, including, without limitation, time of payment of monies due from Lessee, shall be of the essence of this Lease Agreement.

24. Acceptance of Leased Premises: Lessee and LVCVA shall jointly inspect the Leased Premises and its equipment prior to move-in to determine whether the Leased Premises is in all respects in proper condition for the uses contemplated by Lessee. Lessee and LVCVA shall jointly inspect the Las Vegas Convention Center during move-out, or at the conclusion of the lease term, to determine whether any changes have occurred in the condition of the Las Vegas Convention Center and/or its equipment, ordinary wear and tear excepted, which are directly attributable to Lessee's occupancy and use.

Lessee affirms and agrees that neither it, nor its employees, agents, Contractors, representatives, assigns, sublessees, or invitees, will execute any modifications including, but not limited to, drilling into, nailing into, or sawing floors or existing walls, to the existing Las Vegas Convention Center building without the express consent of LVCVA. Modifications to the Las Vegas Convention Center building shall constitute a breach of this Lease Agreement and provide grounds for the immediate termination of the Lease Agreement without a curing period. Lessee further agrees to pay any costs incurred by the LVCVA to restore the Las Vegas Convention Center building to its condition prior to Lessee's occupation.

25. Reentry Right: Lessee agrees that if the Leased Premises or any part thereof shall become vacant or abandoned during the said term of the Lease Agreement, the LVCVA or its officers, employees, representatives or agents may reenter the same either by force or otherwise without being liable for any prosecution therefor, and may at its option relet the said Leased Premises as the agent of the Lessee and receive the rent therefrom, applying the same first to payment of such expenses as may be incurred in reentering and reletting said Leased Premises and then to the payment of the rent due by these presents; the surplus, if any, is to be paid over to Lessee, and Lessee covenants that charges herein agreed to be paid remaining after deducting the net rental resulting from such reletting shall be paid by Lessee. However, nothing herein contained shall be construed as imposing any obligation on the LVCVA to so relet or attempt to relet the said Leased Premises or in any way affect the obligation of Lessee to pay the full amount of said rental in case said Leased Premises shall not be so relet.

26. Copyright and Trademark Indemnification: Lessee warrants and represents that no music, literary or artistic work or other property protected by copyright, nor the name of any performing individual or group protected by trademark will be performed, reproduced or used in the performance of this Lease Agreement unless Lessee and/or its sublessees have previously thereto obtained written permission from the copyright or trademark holder. Lessee acknowledges that Lessee acts under this Lease Agreement as an independent contractor, charged with the responsibility in Lessee's sole discretion for selection, performances, reproduction and use of such musical, literary and artistic works and such individual performer or group of performers as Lessee deems appropriate and that Lessee undertakes strict compliance with all laws respecting copyrights (Federal Copyright Law of 1978 - 17 U.S.C. 101) and trademarks and the performance, reproduction and use of musical, literary and artistic works or the use of the name of the performer or performing individuals or group. Lessee warrants that in the performance of this Lease Agreement Lessee will not infringe any statutory, or common law or other right of any person in performing, reproducing or otherwise making use of any work or material or performer or performing group.

27. Assignments/Arbitration Clause: Neither this Lease Agreement nor any rights of the Lessee hereunder may be assigned by Lessee without the consent of the CEO of the LVCVA. Any dispute, cause of action or claim for relief, between the LVCVA and Lessee (including any sublessee), regarding the terms, enforcement, interpretation, administration or performance of this Lease Agreement shall be submitted to JAMS for binding arbitration pursuant to the Uniform Arbitration Act of 2000 as codified in Nevada Revised Statutes 38.206 et seq. Either party may seek to use Nevada courts for eviction or specific performance purposes only.

AGREED TO BY: _____

28. Binding Effect of Lease Agreement: All terms and conditions of this Lease Agreement shall be binding upon the Parties, their heirs representatives, successors and assigns (where assignment is permitted) and cannot be varied or waived by any oral representation or promise or any agent or other person of the Parties hereto unless the same be in writing and mutually signed by duly authorized agent or agents of the Parties who executed this Lease Agreement.

29. Governing Law/Merger Clause: The Parties agree that this Lease Agreement was entered into in Clark County, Nevada. Except as provided herein, this Lease Agreement shall be interpreted and enforced under Nevada Law including all matters of construction, validity and performance, but excluding all conflict of law principles that would require application of the law of any other Jurisdiction. Lessee, by signing this Lease Agreement, submits to the jurisdiction of any and all Nevada Courts. All prior negotiations and understandings are merged herein and no change or additional agreement shall be of any effect unless in writing and signed by the party to be charged. This Lease Agreement constitutes the entire understanding of the Parties hereto with respect to the subject matter hereof and supersedes any and all prior or contemporaneous documents or understandings whether written, oral or implied. This Lease Agreement shall be construed to be drafted by both the LVCVA and Lessee. Wherever possible each provision of this Lease Agreement shall be interpreted as to be effective and valid under applicable law, but if any provision of this Lease Agreement shall be prohibited or invalid under such law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provisions or the remaining provisions of this Lease Agreement.

30. Subleasing of Leased Premises: Lessee may not sublease any part of or the entire Leased Premises to another party or parties without the express written permission from the LVCVA.

31. Miscellaneous Terms: If pavilions are used by Lessee in the parking lots, Lessee is responsible for any damage or claims made as a result of the pavilion contractor's actions or inactions. Pavilions shall be constructed pursuant to any International Fire Code (IFC) and Clark County Fire Department (CCFD) Fire Code or other code requirements. Lessee may not place exhibits in any rain water swale area. Any repairs made to the LVCVA parking lots must meet LVCVA specifications. Exhibits and/or pavilions may not be left in place following the expiration of the lease, without express written permission from the LVCVA and financial compensation paid to the LVCVA. Lessee shall not hang or attach anything to the roof system of the Las Vegas Convention Center without complying with the LVCVA's rigging plan. Lessee is responsible for insuring that the overall rigging plan is done in accordance with the suspended load limits procedure as prepared by LVCVA's structural engineering consultant. Lessee will insure that the weight load limits are not exceeded. Lessee will supply the LVCVA with the name of the person in charge of rigging. The person in charge of rigging must obtain authorization for such rigging plans from the LVCVA seven (7) days prior to starting work. Lessee must obtain written permission from the LVCVA for special or unusual rigging weights or motor apparatus.

IN WITNESS WHEREOF, the Parties hereto have hereunto caused these presents to be signed in their corporate names and capacities, by their duly authorized officers, and acknowledge that this Lease Agreement has been read in its entirety **AND SPECIFICALLY AND AFFIRMATIVELY AGREE TO THE ARBITRATION CLAUSE SET FORTH ABOVE.**

Clark County Human Resources	LAS VEGAS CONVENTION CENTER LAS VEGAS CONVENTION AND VISITORS AUTHORITY			
By: _____	By: _____ CEO/PRESIDENT			
Date: _____	Date: _____			
Attest: _____	By: _____ GENERAL COUNSEL			
Date: _____	_____ Initial	_____ Date	_____ Initial	_____ Date
	_____ Initial	_____ Date	_____ Initial	_____ Date

/bjf (10/20/2022)

PLEASE SIGN AND RETURN THE LEASE AGREEMENT BY **November 2, 2022** FOR EXECUTION BY THE LVCVA.
A SIGNED LEASE AGREEMENT WILL BE RETURNED TO YOU.