

AGREEMENT FOR FIRE DEPARTMENT NON-DESTRUCTIVE TRAINING

This Agreement for Fire Department Non-Destructive Training (hereinafter "Agreement"), entered into this 16th Day of January 2008 by and between the City Department of Fire and Rescue (hereinafter "Department") on behalf of the City of Las Vegas, a municipal corporation of the State of Nevada (hereinafter "City") and INTEGRAL PARK PLACE CENTER-LAS VEGAS LLC (hereinafter "Owner"). The City, the Department and the Owner may also be referred to herein individually as party or collectively as parties throughout this Agreement.

WITNESSETH:

WHEREAS, the Owner has a parking lot(s) that is vacant; and the Department would like to use the parking lot(s) to conduct non-destructive driver-operator training based upon the conditions, warranties and representations of the Owner as set forth below; and

WHEREAS, the Owner is willing to allow the Department the opportunity to conduct non-destructive driver-operator training to enhance the skills of Department personnel. NOW, THEREFORE, the parties hereto mutually agree as follows:

I. OWNER WARRANTIES

The Owner hereby warrants and represents that he/she/it is the owner or has legal rights to represent the owner of the building and property located at 3100, 3130, 3200, and 3260 S. Rancho Drive, Las Vegas, NV. The Owner represents and hereby gives

his/her/its consent to the Department to use the parking lot(s) for non-destructive driver-operator training. In addition, the Owner also represents the following:

A. he/she/it is the current and exclusive owner of the parking lot(s) located on the above-described property and has full legal authority to authorize and allow the Department to conduct the non –destructive driver-operator training.

II. DEPARTMENT WARRANTIES

The Department shall conduct non-destructive driver-operator training at the parking lot(s) located on the above-referenced property in accordance with the Training Plan. The Department shall comply with all related NFPA requirements for non-destructive driver-operator training.

III. DEPARTMENT TRAINING OBJECTIVES

A. On or about November 1 – March 31, 2008, the Department shall use the parking lot(s) located at 3100, 3130, 3200, and 3260 S. Rancho Drive, Las Vegas, NV to conduct non-destructive driver-operator training. The Department shall follow the Training Plan prepared for the exercise. In addition, the Department shall not be responsible for the cleanup or security of the property after the training is concluded.

IV. INDEMNIFICATION

Subject to the limitations of liability set forth in NRS (Nevada Revised Statutes) 41.035, the Department agrees to defend, protect, indemnify and save harmless **Owner**, managing agent, their officers, partners, employees and agents from and against each and

every claim, demand, cause of action and liability. All costs and expenses, including but not limited to reasonable attorneys' fees and other professional fees incurred in the defense of **Owner** shall be borne by The Department including damages or loss which may be made or asserted by The Department, its officers, partners, employees and agents or any third parties on account of bodily injury, personal injury or death or property damage caused by, arising out of, or in any way incidental to or in connection with the non-destructive driver-operator training.

V. NOTICE

Any notice required to be given to this agreement shall be received by the party to whom it is directed by personal service, (i) telephonically faxed to the telephone number below provided confirmation of transmission is received thereof, or (ii) deposited as registered or certified mail, return receipt requested with the United States Postal Service, addressed as follows:

TO DEPARTMENT/CITY:

City of Las Vegas
Department of Fire and Rescue
Attn: Drillmaster
633 North Mojave Road
Las Vegas, Nevada 89101
Phone: (702) 229-0906
Fax: (702) 388-2504

TO OWNER:

INTERIM PARK PLACE CENTER - LAS VEGAS
299 PARK AVE 4th FLOOR
NEW YORK NY 10171
Phone: (702) *212-940-6830*
Fax: (702) *212-940-6818*

VI. MODIFICATION

Any modification of this Agreement or of any covenant, condition or provision contained herein shall not be valid unless in writing and executed by the parties hereto.

VII. ASSIGNMENT

The City and the Owner each bind itself and its partners, successors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement, except the Owner shall not assign, sublet or transfer any obligation or benefit under this Agreement without the written consent of the City. Nothing contained herein shall be construed as creating any personal liability for any City or Department officer or personnel.

VIII. WAIVER

No consent or waiver, express or implied, by either party to this Agreement, or of any breach or default by the other in the performance of any obligations hereunder, shall be deemed or construed to be a consent or waiver of any other breach or default by such party hereunder. Failure on the part of any party hereto to complain of any act, or failure to act of the other party, or to declare that other party in default hereunder, irrespective of how long such failure continues, shall not constitute a waiver of the rights of such party hereunder.

IX. COMPLETE AGREEMENT IN WRITTEN CONTRACT

This Agreement embodies the whole agreement between the parties. There are no inducements, promises, terms, conditions or obligations made or entered into by either City, the Department or the Owner other than those contained in this Agreement.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives by the day and year first above written.

CITY OF LAS VEGAS

By: Greg Gammon
Greg Gammon Fire Chief
"City" and "Department"

Attest: By Beverly K. Bridges
BEVERLY K. BRIDGES, CMC, City Clerk

Approved as to form:
Thomas R. Green 1/7/08
City Attorney's Office Date

OWNER INTEGRAL PARK PLACE CENTER - LAS VEGAS LLC

By: RANCHO ROAD LLC

By: Winston Fisher, MEMBER
"Owner"