



1 LVBC which will grant to licensees and their employees the limited occupancy not  
2 permanent use of light industrial/ office space inclusive of the training and conference  
3 room facilities and mentoring services on a month-to-month tenancy and thereby  
4 encourage the creation of new businesses, jobs or other business opportunities for  
5 nearby residents; and

6 WHEREAS, the Agency desires to set forth in the Virtual License and  
7 Management Agreement the terms and conditions to be provided to the licensees who  
8 have executed licenses for not less than a one (1) year term with the rights to re-license  
9 space in the Las Vegas Incubator and the LVBC ; and

10 WHEREAS, the Agency has determined that the limited occupancy of the  
11 Las Vegas Incubator and of the light industrial/office spaces inclusive of the training and  
12 conference room and mentoring services in the LVBC are of benefit to the  
13 Redevelopment Area or the immediate neighborhood in which the Redevelopment Area  
14 is located because the occupancy of the Las Vegas Incubator and of the light  
15 industrial/office spaces in the LVBC are likely to: (1) encourage job creation and new  
16 business; (2) increase local revenue (sales tax revenue) from desirable sources; and (3)  
17 increase levels of human activity in the area around the LVBC; and

18 WHEREAS, the Governing Body of the Agency has considered the form of  
19 the Virtual License and Management Agreement between the Agency and the licensees  
20 of the Las Vegas Incubator and LVBC which will provide limited occupancy for the  
21 incubator and/or light industrial/office spaces inclusive of the training and conference  
22 room facilities and mentoring services to the licensees and their employees of the LVBC  
23 on a month-to-month tenancy; and

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1 NOW, THEREFORE, BE IT HEREBY RESOLVED by the Governing  
2 Board of the Agency hereby finds that the Virtual License and Management Agreement  
3 is determined to be in compliance with and in furtherance of the goals and objectives of  
4 the Redevelopment Plan; and

5 RESOLVED FURTHER, that the form of the Virtual License and  
6 Management Agreement between the Agency and the licensees of the Las Vegas  
7 Incubator and the LVBC ("Agreement(s)"\_and attached hereto as Exhibit A) is hereby  
8 approved; and

9 RESOLVED FURTHER, that the Executive Director of the Agency is  
10 hereby authorized and directed to execute the Agreements as required on behalf of the  
11 Agency if the value of the Virtual License in each Agreement is less than Fifty Thousand  
12 Dollars (\$50,000), and to execute any and all additional documents (including any  
13 Attachments to the Agreement) and to perform any additional acts necessary to carry  
14 out the intent and purpose of the Agreement; and

15 RESOLVED FURTHER, that if the value of any Agreement exceeds Fifty  
16 Thousand Dollars (\$50,000), the Agreement shall be considered for approval by the  
17 Governing Body of the Agency at a duly authorized meeting of the Agency.

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THE FOREGOING RESOLUTION was passed, adopted and approved  
this \_\_\_\_ day of \_\_\_\_\_, 2013.

CITY OF LAS VEGAS  
REDEVELOPMENT AGENCY

By: \_\_\_\_\_  
CAROLYN G. GOODMAN, Chair

ATTEST:

\_\_\_\_\_  
BEVERLY K. BRIDGES, MMC, Secretary

APPROVED AS TO FORM:

*J. Portcells*      3/19/13  
Date

## Exhibit A

### VIRTUAL LICENSE AND MANAGEMENT AGREEMENT Urban Chamber of Commerce Incubator without Walls Program

THIS VIRTUAL LICENSE AND MANAGEMENT AGREEMENT (hereinafter "Agreement") entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body and corporate of the State of Nevada (hereinafter "Agency"), and \_\_\_\_\_, a Nevada limited liability company (hereinafter "Licensee").

#### WITNESSETH:

WHEREAS, City of Las Vegas ("City") is the owner of the Urban Chamber of Commerce Business Development Center ("Business Center"), located at 1951 Stella Lake Street in Las Vegas, Nevada; and

WHEREAS, the City has leased the Business Center to the Agency to lease and operate; and

WHEREAS, Agency has facilitated the establishment of the Urban Chamber of Commerce Incubator ("Incubator") within the Business Center to provide a supportive environment to improve the management skills of small and new businesses to stabilize them and provide for eventual expansion; and

WHEREAS, Agency proposes to improve the business environment to enhance the economic well-being of the community and provide employment opportunities for area residents who are of low to moderate income; and

WHEREAS, Agency desires to make available to Licensee the Incubator, by means of this Agreement, technical assistance and support on the terms and conditions set forth herein; and

WHEREAS, the Business Center was constructed in part with funds from the Economic Development Administration ("EDA") in the form of a grant (#07-01-03025), whose general and special purpose (hereinafter referred to as the purpose of the EDA grant) was to construct a light industrial/office building for multiple Licensees in the Las Vegas Special Impact Area; and

WHEREAS, the Business Center was also constructed in part with funds from the U. S. Department of Housing and Urban Development ("HUD") Community Development Block Grant ("CDBG") as a capital improvement project; and WHEREAS, the operations and maintenance of the Incubator are provided through contribution of funds from the Agency; and

WHEREAS, this Agreement is consistent with the purpose of the Agency.

NOW, THEREFORE, in consideration of the foregoing and the covenants and conditions set forth herein, the parties agree as follows:

## 1. TERM

Unless earlier terminated in accordance with the provisions of this Agreement, the term of this Agreement shall be on a month-to-month basis commencing of \_\_\_\_\_ (“Commencement Date”). Notwithstanding the month-to-month tenancy, the Agency and Licensee agree that this tenancy shall terminate and expire on \_\_\_\_\_ (“Final Expiration Date”). In the event that either Agency or Licensee desires to terminate this Agreement prior to the Final Expiration Date, Agency (or its designated representative) or Licensee shall terminate this Agreement by providing fifteen (15) days notice without cause. Under no circumstances shall this Agreement exceed twenty-four months from the Commencement Date.

## 2. OBLIGATIONS OF THE CITY

Agency will provide the Services as detailed in this section. Services shall include:

- a) use of shared copy and fax machines;
- b) accepting delivery of packages and mail;
- c) use of conference room and training center subject to reservations and availability;
- d) business counseling to Licensee a or refer Licensee to persons with the needed business skills;
- e) license hang (depending upon license category); and
- f) a minimum of six free training seminars.

## 3. OBLIGATIONS OF THE ASSOCIATE

In exchange for the Fee and Services provided by this Agreement, Licensee agrees to the following:

- a) Develop and present a Business Plan prior to the Commencement Date;
- b) Obtain a City of Las Vegas business license prior to the Commencement Date;
- c) Attend a minimum of six classes of business skill training during the first six months of occupancy, which training will be agreed by Licensee and City and Agency staff;
- d) Provide financial reports including a balance sheet, profit and loss statement, and cash flow analysis at the end of every quarter;
- e) Meet with City’s Incubator manager periodically to assess how Licensee’s obligations are being met;
- f) Pursuant to Resolution RA-4-99, adopted by the Agency effective October 1, 1999, and amendments thereto, the Licensee a warrants that it has disclosed, on the form attached hereto as Exhibit B, all principals, including partners, of Licensee, as well as all persons and entities holding more than 1% interest in the Licensee or any principal of Licensee. Throughout the term of this Agreement, Licensee shall file within ten (10) days notifying Agency in writing of any material change in the above disclosure;

- g) Attend a “round table” discussion, as scheduled, by the Agency of related business topics established and designated by Agency in advance and with sufficient and proper notice.

#### 4. JOB CREATION AND RETENTION

As a condition of the CDBG funds used to construct the Business Center, Licensee agrees to comply with the following requirements concerning job creation and/or retention:

a) Licensee shall implement an activity designed to create or retain permanent jobs where at least 51 percent of the jobs, computed on a full time equivalent basis, involve the employment of low- and moderate-income persons. To qualify under this paragraph, the activity must meet the following criteria:

- (i) For an activity that creates jobs, the Licensee must document that at least 51 percent of the jobs will be held by, or will be available to, low- and moderate-income persons.
- (ii) For an activity that retains jobs, the Licensee must document that the jobs would actually be lost without the CDBG assistance and that either or both of the following conditions must apply with respect to at least 51 percent of the jobs at the time the CDBG assistance is provided:
  - (A) The job is known to be held by a low- or moderate-income person; or
  - (B) The job can reasonably be expected to turn over within the following two years and that steps will be taken to ensure that it will be filled by, or made available to, a low- to moderate-income person upon turnover.
- (iii) Jobs that are not held or filled by a low- or moderate-income person may be considered to be available to low- and moderate-income persons for these purposes only if:
  - (A) Special skills that can only be acquired with substantial training or work experience or education beyond high school are not a prerequisite to fill such jobs, or the business agrees to hire unqualified persons and provide training; and
  - (B) The Licensee and the assisted business take actions to ensure that low- and moderate-income persons receive first consideration for filling such jobs.

#### 5. RECORDS TO BE MAINTAINED

Each Licensee shall establish and maintain sufficient records to enable the Secretary of the U.S. Department of Housing and Urban Development, or its designee, to determine whether the Lessee has met the requirements of this part. At a minimum, the following records are needed:

- a) Records demonstrating that each activity undertaken meets one of the criteria set forth in 24 CFR § 570.208. (Where information on income by family size is required, the Licensee may substitute evidence establishing that the person assisted qualifies under another program having income qualification criteria at least as restrictive as that used in the definitions of “low- and moderate-income person” and “low- and moderate-income household” (as applicable) at 24 CFR § 570.3, such as Job Training Partnership Act (JTPA) and welfare programs; or the

Licensee may substitute evidence that the assisted person is homeless; or the Licensee a may substitute a copy of a verifiable certification from the assisted person that his or her family income does not exceed the applicable income limit established in accordance with 24 CFR § 570.3, as specified on the Self Certification Form For Family Income, the form of which is attached as Exhibit “D” and provided by the City; or the Licensee a may substitute a notice that the assisted person is a referral from a state, county or local employment agency or other entity that agrees to refer individuals it determines to be low- and moderate-income persons based on HUD’s criteria and agrees to maintain documentation supporting these determinations.) Such records shall include the following information:

(i) For each activity determined to benefit low- and moderate-income persons based on the creation of jobs, the Licensee shall provide the documentation described in either paragraph 5(a) (1) (A) or (B) of this section.

A. Where the Licensee chooses to document that at least 51 percent of the jobs will be available to low- and moderate-income persons, documentation for each assisted business shall include:

(1) A copy of a written agreement containing:

a) A commitment by the business that it will make at least 51 percent of the jobs available to low- and moderate-income persons and will provide training for any of those jobs requiring special skills or education:

b) A listing by job title of the permanent jobs to be created indicating which jobs will be available to low- and moderate-income persons, which jobs require special skills or education, and which jobs are part-time, if any; and

c) A description of actions to be taken by the Licensee and business to ensure that low- and moderate-income persons receive first consideration for those jobs; and

(2) A listing by job title of the permanent jobs filled, and which jobs of those were available to low-moderate-income persons, and a description of how first consideration was given to such persons for those jobs. The description shall include what hiring process was used; which low- and moderate-income persons were interviewed for a particular job; and which low- and moderate-income persons were hired.

B. Where the Licensee a chooses to document that at least 51 percent of the jobs will be held by low- and moderate-income persons, documentation for each assisted business shall include:

(1) A copy of a written agreement containing:

- a) A commitment by the business that at least 51 percent of the jobs, on a full-time equivalent basis, will be held by low- and moderate-income persons; and
    - b) A listing by job title of the permanent jobs to be created, identifying which are part-time, if any.
  - (2) A listing by job title of the permanent jobs filled and which jobs were initially held by low- and moderate-income persons; and
  - (3) For each such low- and moderate-income person hired, the size and annual income of the person's family prior to the person being hired for the job.
- (ii) For each activity determined to benefit low- and moderate-income persons based on the retention of jobs:
  - A. Evidence that in the absence of CDBG assistance, jobs would be lost;
  - B. For each business assisted, a listing by job title of permanent jobs retained, indicating which of those jobs are part time and (where it is known) which are held by low- and moderate-income persons at the time the CDBG assistance is provided. Where applicable, identification of any of the retained jobs (other than those known to be held by low- and moderate-income persons) which are projected to become available to low- and moderate-income persons through job turnover within two years of the time CDBG assistance is provided. Information upon which the job turnover projections were based shall also be included in the record;
  - C. For each retained job claimed to be held by a low- and moderate-income person, information on the size and annual income of the person's family;
  - D. For jobs claimed to be available to low- and moderate-income persons based on job turnover, a description covering the items required for "available to" jobs in paragraph 5(a) of this section; and
  - E. Where jobs were claimed to be available to low- and moderate-income persons through turnover, a listing of each job which has turned over to date, indicating which of those jobs were either taken by, or available to, low- and moderate-income persons. For jobs made available, a description of how first consideration was given to such persons for those jobs shall also be included in the record.
- (iii) For purposes of documenting, pursuant to section 5(a)(i)(B), 5(a)(i)(B)(3), 5(a)(ii)(C), or 5(a)(ii)(E), the person for whom a job was either filled by or made available to a low- or moderate-income person based upon the census tract where the person resides or in which the business is located, the Licensee, in lieu of maintaining records showing the person's family size and income, may substitute records showing either the person's

address at the time the determination of income status was made or the address of the business providing the job, as applicable, the census tract in which that address was located, the percent of persons residing in that tract who either are in poverty or who are low- and moderate-income, as applicable, the data source used for determining the percentage, and a description of the pervasive poverty and general distress in the census tract in sufficient detail to demonstrate how the census tract met the criteria in 24 CFR § 570.208(a)(4)(v), as applicable.

#### 6. FEE

Licensee agrees to pay Agency as a monthly fee, the sum of \_\_\_\_\_ and No/Hundredths (\$\_\_\_\_\_) (the "Fee") in advance, on the first day of each calendar month of the Agreement. Fees made by Associate to Agency may be by check or draft and are subject to collection. If payment of Fee by check or draft is dishonored upon presentation for payment, Associate shall pay a Twenty-five Dollars and No/hundredths (\$25.00) return check charge, which shall be payable to Agency, in addition to the Fee. If payment of Fee by check or draft is dishonored upon presentation for payment two times during the same six month period, such event shall be construed a default and Agency shall have the right to terminate this Agreement with cause by providing fifteen (15) days written notice to Licensee.

#### 7. LATE CHARGES

In the event Licensee is delinquent in the payment of Fee for a period in excess of ten (10) days, there shall be added to the Fee a late charge of Ten Dollars and No/hundredths (\$10.00).

#### 8. USE OF INCUBATOR

- A. It is understood and agreed that Licensee will maintain his/her business primarily as a home business that is eligible to be licensed by the governmental entity within which it is located, with occasional use of the Urban Chamber of Commerce Business Incubator Center ("Incubator") conference room and/or training center during normal working hours for professional and business related activities. Licensee agrees to use the Incubator solely for the purpose of conducting its business, which is expressly limited to meeting with clients or vendors and training and educational purposes in the conference room or training center. Except as expressly consented to in writing by Agency, Licensee shall not use or permit the Incubator to be used for any purpose other than those which are set forth in this Section 8.
- B. In addition, Licensee agrees not to use the Incubator or permit its use for any purpose that is inconsistent with City and Agency regulations and the purpose of the EDA and CDBG grants. Licensee agrees to use reasonable caution and respect other Licensee's confidentiality when using shared equipment and space.

- C. Because the building was constructed with federal funds, Licensee agrees to maintain a drug free environment and will sign the Drug Free Certification, the form of which is attached hereto as Exhibit A.
- D. Licensee agrees to not bring any pets including animals, birds, amphibians, or any other living creature, that is not required or needed by persons with disabilities (such as seeing-eye dogs for the visually impaired) into the Las Vegas Business / Incubator Center.

## 9. LAWS, WASTE, NUISANCE

Licensee covenants that it:

- A. Will not use or suffer or permit any person or persons to use the Incubator or any part thereof for conducting thereon any activity not authorized in this Agreement;
- B. Will comply with all laws, ordinances, regulations and requirements, now in force or which hereafter may be in force, of any lawful governmental body or authority having jurisdiction over the Incubator;
- C. Will keep the Incubator and every part thereof in a clean, neat and orderly condition, and will in all respects and at all times fully comply with all health and police regulations; and
- D. Will not suffer, permit or commit any nuisance or waste.

## 10. CHANGES TO AND OPERATION OF BUSINESS CENTER

Agency reserves the right at all times to exercise reasonable control over, and from time to time to make changes, alterations or additions to, the Business Center. Agency shall endeavor to do so with a minimum of disruption to Licensee's rights under this Agreement.

## 11. USE OF PARKING AND OTHER AREAS

In connection with its use of the Incubator pursuant to this Agreement, Licensee is entitled to reasonable use of the parking lot for the Business Center under a revocable license. All facilities in or about the Business Center shall be subject to the exclusive control and management of Agency. Agency shall have the right to construct, maintain and operate lighting and other facilities on all said areas and improvements; to police the same; to change the area, level, location and arrangements of the parking area and other common facilities; to restrict parking by Licensees, their officers, agents, and employees; to close all or any portion of said areas or facilities to such extent as may be legally sufficient to prevent a dedication thereof or the accrual of any right to any person or the public therein; and to close temporarily all or any portion of the parking areas or facilities to discourage non-customer parking. Agency shall operate and maintain the parking area in such manner as Agency in its discretion shall determine. Agency shall have full right and authority to employ and discharge all its personnel with respect thereto, and shall have the right, through reasonable rules, regulations and/or restrictive covenants promulgated by it from time to time, to control use and operation of the parking area in order that the same may occur in a proper and orderly fashion. No such rules, regulations or

restrictive covenants may be enforced against Licensee unless notice thereof is first provided to Licensee.

## 12. RESPONSIBILITY AND LIABILITY

Licensee will be financially responsible to Agency for liability or claims for damages or injury resulting from negligent or intentional acts or omissions by Licensee and its employees in connection with an occurrence upon the Incubator during the term of this Agreement, and Licensee will resist and defend at its own expense any actions or proceeding brought against Agency by reason of such claims.

## 13. INSURANCE

Licensee agrees to procure and maintain, at its sole cost and expense, the following insurance coverages:

- A. Worker's compensation coverage as required by law, whether by self-insurance or otherwise.
- B. Minimum limits of general liability and property damage coverage with respect to the Incubator with combined single limits of not less than \$10,000 per person and per \$20,000 occurrence for bodily injury and a limit of not less than \$10,000 per accident or occurrence for property damage.

Licensee further agrees to deliver to Agency evidence of the coverages required herein prior to execution of the Licensee Agreement.

## 14. HOLDING OVER

There will be no holding over after the twenty-four month term. Prior to the Final Expiration Date, Licensee will receive a thirty (30) day written notice to vacate.

## 15. SALE OF BUSINESS CENTER

Agency reserves the right at any time to sell, convey or otherwise transfer its interest in the Business Center or any portion thereof. In the event of a sale, conveyance or transfer of its interest (other than a transfer for purposes of creating a security interest), Agency's obligations under this Agreement may be terminated with 30 days' notice.

## 16. DAMAGE OR DESTRUCTION

- A. Licensee shall give prompt notice to Agency in case of fire or accidents in or near the Incubator or in the common areas.
- B. If the Incubator is partially damaged by fire or other casualty, Agency shall repair such damage at its cost, subject to Agency's option contained in subsection C of this

Section, and Licensee may be required to meet clients or vendors at another location until such repairs are completed.

- C. If the Business Center or common areas are substantially or totally destroyed, or if the Incubator is damaged so extensively that it cannot, in Agency's opinion, be repaired within sixty (60) days after commencement of such repairs, or if Agency shall decide to rebuild the Business Center or common areas so that they will be substantially different structurally or architecturally, then either party, at its option and within thirty (30) days after such damage or destruction, may give the other party written notice thereof and this Agreement shall thereupon be canceled effective as of the date of the occurrence of such damage or destruction. If the Agreement is not canceled and Agency elects to repair and rebuild, this Agreement shall remain in effect and the Fee shall be abated in proportion to the parts of the Incubator which are unusable by Licensee.
- D. If any damage referred to in this Section 16 is due in whole or in part to the act, neglect, fault or omission of Licensee, there shall be no abatement of the Fee.

#### 17. ASSIGNMENT AND SUBLETTING

Licensee shall not transfer, assign, delegate, mortgage or hypothecate this Agreement, in whole or in part, or permit the use of the Incubator by any person or persons other than Licensee, or any part thereof, without the prior written consent of Agency in each instance. In accordance with 13 C.F.R. Part 314, Licensee also agrees not to transfer, assign, delegate, mortgage or hypothecate this Agreement, in whole or in part, or sublet the Incubator, in whole or in part, for any purpose, or with any effect, that is inconsistent with the purpose of the EDA and CDBG grants.

Any assignment or subletting without Agency's consent shall be voidable by Agency and shall constitute a default hereunder which, at the option of Agency, shall result in the termination of this Agreement or the exercise of Agency's other remedies hereunder, or both. Consent to any assignment or subletting shall not operate as a waiver of the necessity for consent to any subsequent assignment or subletting. The terms of any such consent shall be binding upon any persons holding by, under or through Licensee.

#### 18. DEFAULT BY CITY

In the event Agency fails to fulfill any obligation under this Agreement, Licensee shall, before exercising any right or remedy available to it, give Agency written notice of the claimed breach, default or noncompliance, which Agency shall have the right to cure for the thirty (30) days following the giving of the notice. Subject to the provisions of Section 16 if City fails or refuses to make repairs or provide services that are required hereunder within thirty (30) days after receiving written notice from Licensee of the need therefore, Licensee may exercise any right or remedy available to it under Nevada law.

## 19. DEFAULT BY LICENSEE

- A. Upon the occurrence of any of the following events, Agency shall have the remedies set forth in subsection B.
- 1) Licensee's failure to pay the Fee or any other sum due hereunder within thirty (30) days after the same shall be due.
  - 2) Licensee's failure to perform any other term, condition, or covenant to be performed by it pursuant to this Agreement within thirty (30) days after written notice of such default shall have been given to Licensee by Agency.
  - 3) The falsification by Licensee or its agents of any document required to be furnished to Agency hereunder.
  - 4) The dishonor of a check or draft for the payment of Fee two times during a consecutive six-month period.
- B. Upon the occurrence of any of the events set forth in subsection A, Agency shall have the option to take any or all of the following actions, without further notice or demand of any kind to Licensee or any other person:
- 1) Terminate this Agreement by written notice to Licensee. In the event of such termination, Licensee agrees to immediately surrender possession of the keys and passcodes to Incubator.
  - 2) Seek damages and any other remedy, legal or equitable, available under Nevada law.

## 20. GOVERNING LAW

This Agreement shall be governed by and interpreted according to the laws of the State of Nevada.

## 21. NO PARTNERSHIP

Agency does not by this Agreement, in any way or for any purpose, become a partner or joint venturer of Licensee in the conduct of its business or otherwise.

## 22. FORCE MAJEURE

Each of the parties shall be excused for the period of any delay in the performance of any obligation hereunder when prevented from doing so by cause or causes beyond that party's control, including labor disputes, civil commotion, war, governmental regulations or controls, fire or other casualty, inability to obtain any material or services, or acts of God.

## 23. NO WAIVER

Failure of Agency to insist upon the strict performance of any provision or to exercise any option hereunder shall not be deemed a waiver of its right to do so in the future. No provision of this Agreement shall be deemed to have been waived by Agency unless such waiver is in writing.

## 24. PARTIAL INVALIDITY

If any provision of this Agreement or the application thereof to any person or circumstances shall to any extent be invalid, the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

## 25. PROVISIONS BINDING

Except as otherwise provided, all provisions herein shall be binding upon and shall inure to the benefit of the parties, their legal representatives, successors and assigns. In the event of any sale or assignment (except for purpose of security or collateral) by Agency of the Business Center, the Incubator or this Agreement, Agency shall, from and after the effective date thereof (irrespective of when such sale or assignment occurs), be entirely relieved of all of its obligations which shall, as of the time of such sale or assignment or on the effective date, whichever is later, automatically pass to Agency's successor in interest. The preceding sentence applies only if Agency's successor-in-interest is required by the transfer documents to honor Agency's obligations under this Agreement.

## 26. NON-DISCRIMINATION

Agency and Licensee each assures that the Incubator are not segregated with respect to race, color, religion or national origin, and each agrees that it will not segregate or discriminate on such grounds with respect to public utilization of or access to the Incubator. Licensee agrees to comply with EDA policies concerning nondiscrimination and civil rights by furnishing to Agency, for transmittal to EDA, a properly executed "Assurance of Compliance with Civil Rights and Other Legal Requirements" form, Exhibit C, and such other civil rights materials as EDA may require in order to analyze Licensee's civil rights posture and practices. Agency agrees to provide Licensee with any forms that Licensee may be required to furnish hereunder.

## 27. ENTIRE AGREEMENT

This Agreement, including any exhibits and addenda attached hereto, set forth the entire agreement between the parties. All such exhibits and addenda mentioned in this Agreement are incorporated herein by reference. Any prior conversations or writings concerning the Agreement

of the Incubator are merged herein and extinguished. No amendment to this Agreement shall be binding upon Agency or Licensee unless reduced to writing and executed by the Parties and, in the case of the Licensee, executed with the same formality as attended Licensee's execution of this Agreement.

28. AUTHORITY OF SIGNATORIES

Each signatory to this Agreement represents that he or she is duly authorized to execute and deliver the same on behalf of the entity for which he or she is signing and that this Agreement is binding upon said entity in accordance with its terms.

29. NOTICES

Any notice, demand, request, or other instrument which may be or is required to be given under this Agreement shall be delivered in person or sent by United States certified or registered mail, postage prepaid, and shall be sent to the following address:

If to the City: City of Las Vegas Redevelopment Agency  
Attn: Operations Officer  
Economic and Urban Development Department  
495 S. Main Street, Sixth Floor  
Las Vegas, Nevada 89101

If to the Licensee: \_\_\_\_\_  
\_\_\_\_\_  
1951 Stella Lake Suite # \_\_\_\_\_  
Las Vegas, NV 89106

Either party may designate a different address by giving written notice to the other Party.

30. APPROVAL OR CONSENT BY AGENCY

Whenever the approval or consent of Agency is required by this Agreement, such approval or consent shall not be unreasonably withheld.

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first set forth above.

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By \_\_\_\_\_  
ELIZABETH N. FRETWELL, Executive Director  
“AGENCY”

ATTEST:

\_\_\_\_\_  
BEVERLY K. BRIDGES, MMC, Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Date

COMPANY

By: \_\_\_\_\_

Its: \_\_\_\_\_

“LICENSEE”

**Exhibit A**  
**Certification Regarding Drug-Free Requirements**  
**City of Las Vegas**  
**Certification**

Licensee certifies that it will provide a drug-free workplace by:

1. Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Premises and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing a drug-free awareness program to inform employees about:
  - a. the dangers of drug abuse in the workplace;
  - b. the Associate's policy of maintaining a drug-free workplace;
  - c. any available drug counseling, rehabilitation, and employee assistance programs; and
  - d. the penalties that may be imposed upon employees for drug violations occurring in the workplace.
3. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will:
  - a. abide by the terms of the statement; and
  - b. notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
4. Notifying the City within ten days after receiving notice under subparagraph 3b from an employee or otherwise receiving actual notice of such conviction;
5. Taking one of the following actions, within 30 days of receiving notice under subparagraph 3b with respect to any employee who is so convicted:
  - a. taking appropriate personnel action against such an employee, up to and including termination; or
  - b. requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;
6. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5, and 6.

COMPANY

\_\_\_\_\_

\_\_\_\_\_, Owner

**Exhibit B  
Certification Regarding Disclosure of Principals**

The principals and partners of \_\_\_\_\_, and all persons and entities holding more than a 1% interest \_\_\_\_\_ or any principal of \_\_\_\_\_ are the following:

	FULL NAME	BUSINESS ADDRESS	PHONE
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____
7.	_____	_____	_____
8.	_____	_____	_____
9.	_____	_____	_____

I certify that the information set forth above is true and correct.

COMPANY

\_\_\_\_\_  
\_\_\_\_\_, Owner

\_\_\_\_\_  
Date

Subscribed and sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
Notary Public

**Exhibit C**  
**Certificate of Non-Discrimination**

\_\_\_\_\_ assures that the Premises are not segregated with respect to race, color, religion, or national origin and that \_\_\_\_\_ will not segregate or discriminate on such grounds with respect to public utilization of or access to the Premises. \_\_\_\_\_ further agrees to comply with EDA policies concerning nondiscrimination and civil rights by furnishing to the City, for transmittal to the EDA, a properly executed "Assurance of Compliance with Civil Rights and Other Legal Requirements" form and such other civil rights materials as EDA may require in order to analyze \_\_\_\_\_'s civil rights posture and practices.

I certify that the information set forth above is true and correct.

COMPANY

\_\_\_\_\_  
\_\_\_\_\_, Owner

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_

**Exhibit D  
SELF-CERTIFICATION FORM FOR FAMILY INCOME**

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

City / County: \_\_\_\_\_

Community Development Block Grant request for fiscal year \_\_\_\_\_

The information you provide regarding your family income will be part of your request for state subsidy funds which will assist the economic development of \_\_\_\_\_. The information will be confidential, but may require verification.

Please indicate by circling the number that represents the number of persons in your family as well as the approximate income. Please indicate whether your income is over or below the amounts noted below by the number of persons in your family. If your stay is seasonal and your permanent home is at a different place, use the number of family members who reside at the permanent residence.

<b>FAMILY SIZE</b>	<b>INCOME</b>	<b>ABOVE</b>	<b>UNDER</b>
<b>1</b>	<b><u>\$29,950</u></b>	_____	_____
<b>2</b>	<b><u>\$34,250</u></b>	_____	_____
<b>3</b>	<b><u>\$38,500</u></b>	_____	_____
<b>4</b>	<b><u>\$42,800</u></b>	_____	_____
<b>5</b>	<b><u>\$46,200</u></b>	_____	_____
<b>6</b>	<b><u>\$49,650</u></b>	_____	_____
<b>7</b>	<b><u>\$53,050</u></b>	_____	_____
<b>8</b>	<b><u>\$56,500</u></b>	_____	_____

How many hours do you work each month? \_\_\_\_\_

Gender of head of household: \_\_\_\_\_ Male \_\_\_\_\_ Female

Nationality and age of head of household: \_\_\_\_\_ Over 62 years of age

\_\_\_\_\_ White \_\_\_\_\_ Black \_\_\_\_\_ Hispanic \_\_\_\_\_ Asian

\_\_\_\_\_ Alaska Native \_\_\_\_\_ Pacific Islander \_\_\_\_\_ American Indian

Income Verification

I certify that this income information is correct and I understand that the information I have provided on my family income is subject to verification by authorized representatives of the City / County of \_\_\_\_\_ and the United States Department of Housing and Urban Development.

Signature: \_\_\_\_\_

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

Name: \_\_\_\_\_

Home Address: \_\_\_\_\_

(Printed Name)

\_\_\_\_\_  
\_\_\_\_\_