

Carolyn G. Goodman, Chair (At-Large)
Stavros S. Anthony, Vice-Chair (Ward 4)
Brian Knudsen (Ward 1)
Victoria Seaman (Ward 2)
Olivia Diaz (Ward 3)
Cedric Crear (Ward 5)
Michele Fiore (Ward 6)



City Manager Jorge Cervantes
City Attorney Bryan K. Scott
City Clerk LuAnn D. Holmes

Redevelopment Agency Agenda

Council Chambers · 495 South Main Street · Phone 702-229-6011
City of Las Vegas Internet Address: www.lasvegasnevada.gov

February 16, 2022
8:30 AM

Items listed on the agenda may be taken out of the order presented; two or more agenda items for consideration may be combined; and any item on the agenda may be removed or related discussion may be delayed at any time. Backup material for this agenda may be obtained from LuAnn D. Holmes, City Clerk, at the City Clerk's Office at 495 South Main Street, 2nd Floor or on the City's webpage at www.lasvegasnevada.gov.

Online comments can also be submitted via the City's website at www.lasvegasnevada.gov/councilcomment during the Redevelopment Agency meeting. All comments received during the meeting will be considered public record, read where appropriate and included in the backup. Comments received on a Public Hearing item after action has been taken will not be read but will be included in the backup. A time limit may be imposed on the comments read for the record.

These proceedings are being video recorded as well as presented live on KCLV, Cable Channel 2. You can also watch this meeting live on Apple TV, Roku and Amazon Fire TV on the Go-Vegas app. The Redevelopment Agency Meeting, as well as all other KCLV programming, can be viewed on the internet at www.kclv.tv/live. The proceedings will be rebroadcast on KCLV Channel 2 and the web the Wednesday of the meeting at 8:00 PM, and also on Friday at 4:00 AM, Saturday at 7:00 PM, Sunday at 7:00 AM and the following Monday at 5:00 PM.

Note: Cellular phones are to be turned off during the Redevelopment Agency Meeting.

AGENDA

1. Call to Order
2. Announcement Re: Compliance with Open Meeting Law
3. Public comment during this portion of the agenda must be limited to matters on the agenda for action. If you wish to be heard, come to the podium and give your name for the record. The amount of discussion, as well as the amount of time any single speaker is allowed, may be limited.
4. For possible action to approve the Final Minutes by reference of the regular Redevelopment Agency Meetings of January 5 and 19, 2022

REDEVELOPMENT AREA

5. Discussion for possible action regarding a Facility Use Agreement between the City of Las Vegas Redevelopment

Agency and the Dragone Creations USA, LLC (Dragone) for office space (Suite 130), located at 801 South Main Street, and known as the International Innovation Center @ Vegas 2 (The Herbert) - Redevelopment Area - Ward 3 (Diaz) [NOTE: This item is related to Council Item 13]

CITIZENS PARTICIPATION

6. Citizens Participation: Public comment during this portion of the agenda must be limited to matters within the jurisdiction of the Redevelopment Agency. No subject may be acted upon by the Redevelopment Agency unless that subject is on the agenda and is scheduled for action. If you wish to be heard, come to the podium and give your name for the record. The amount of discussion on any single subject, as well as the amount of time any single speaker is allowed, may be limited.

Facilities are provided throughout City Hall for the convenience of persons with disabilities. Reasonable efforts will be made to assist and accommodate persons with disabilities or impairments. If you need an accommodation to attend and participate in this meeting, please call the City Clerk's office at 702-229-6311 and advise of your need at least 48 hours in advance of the meeting. Dial 7-1-1 for Relay Nevada.

THIS MEETING HAS BEEN PROPERLY NOTICED AND POSTED AT THE FOLLOWING LOCATIONS
IN ACCORDANCE WITH THE NOTICING STANDARDS AS OUTLINED IN NRS 241.020:

The City of Las Vegas website – www.lasvegasnevada.gov
The Nevada Public Notice website – notice.nv.gov
City Hall, 495 South Main Street, 1st Floor



AGENDA SUMMARY PAGE
Redevelopment Agency
Meeting of: February 16, 2022

Agenda Item No.:
1

SUBJECT:
Call to Order



AGENDA SUMMARY PAGE
Redevelopment Agency
Meeting of: February 16, 2022

Agenda Item No.:
2

SUBJECT:

Announcement Re: Compliance with Open Meeting Law



AGENDA SUMMARY PAGE
Redevelopment Agency
Meeting of: February 16, 2022

Agenda Item No.:
3

SUBJECT:

Public comment during this portion of the agenda must be limited to matters on the agenda for action. If you wish to be heard, come to the podium and give your name for the record. The amount of discussion, as well as the amount of time any single speaker is allowed, may be limited.



AGENDA SUMMARY PAGE
Redevelopment Agency
Meeting of: February 16, 2022

Agenda Item No.:
4

DEPARTMENT: City Clerk
DIRECTOR: LuAnn Holmes

DISCUSSION

SUBJECT:

For possible action to approve the Final Minutes by reference of the regular Redevelopment Agency Meetings of January 5 and 19, 2022



AGENDA SUMMARY PAGE
Redevelopment Agency
Meeting of: February 16, 2022

Agenda Item No.:
5

DEPARTMENT: Economic & Urban Development
DIRECTOR: Ryan Smith

DISCUSSION

SUBJECT:

Discussion for possible action regarding a Facility Use Agreement between the City of Las Vegas Redevelopment Agency and the Dragone Creations USA, LLC (Dragone) for office space (Suite 130), located at 801 South Main Street, and known as the International Innovation Center @ Vegas 2 (The Herbert) - Redevelopment Area - Ward 3 (Diaz) [NOTE: This item is related to Council Item 13]

FISCAL IMPACT:

None

PURPOSE/BACKGROUND:

Dragone will be leasing Suite 130 at The Herbert from March 1, 2022 through February 28, 2024 for \$3,472.00 per month.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

1. Facility Use Agreement

FACILITY USE AGREEMENT

This Facility Use Agreement ("FUA") is made by and between the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a political subdivision of the State of Nevada ("RDA" or "Landlord"), and DRAGONE CREATIONS USA LLC, a Nevada based Limited Liability Company ("USER" or "Tenant"). USER and RDA are referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

- A. RDA leases, as tenant, approximately 7,005 square feet of Floor Area and commonly known as Suites 110, 120, 130, and 210 of the office project known as The Herbert with the address of 801 S. Main Street, Las Vegas, Nevada as shown on Exhibit B attached hereto (the "Suite").
- B. RDA has instituted an operation within the Suite for a technology exchange center (the "Center").
- C. USER desires to use a portion of the Suite for the purpose specified on Exhibit A.
- D. RDA desires to grant to USER the right to enter into and use the Suite for such purpose and on the terms and conditions contained herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

- 1. Recitals/Incorporation. The above Recitals and all Exhibits attached hereto are incorporated by this reference and expressly made part of this FUA.
- 2. Grant. RDA hereby grants to USER the permission to use that portion of the Suite listed on Exhibit A attached hereto.
- 3. Term. The term of this FUA shall be for the period set forth in Exhibit A attached hereto. This FUA may be canceled by either Party without cause upon thirty (30) days written notice. In the event that buildings, property, or facilities in which the Suite is located shall be destroyed or substantially damaged by fire or other casualty, or in the event other circumstances render the fulfillment of this FUA impractical or impossible, USER shall be obligated to pay the fees hereinafter stipulated only for those services, activities, and events which were provided to USER prior to such event. USER hereby waives any claim for damages or compensation resulting from fire, casualty, or other circumstances causing curtailment of this FUA.
- 4. Use.
 - (a) USER shall use the Suite solely for the use specified in Exhibit A and for no other purpose. USER shall not store any hazardous chemicals or material in the Suite or anything that requires a Material Safety Data Sheet (MSDS) as required by the United States Department of Labor Occupational Safety and Health Administration (OSHA). USER shall ensure that that Suite is in a clean condition, with all of its trash and debris, removed and is returned to its original condition in connection with USER's use of the Suite. USER shall not permit the Suite to be used for any improper, immoral, illegal or objectionable purpose, as solely determined by the RDA, and, in such event, the RDA shall have the right to immediately terminate this FUA, which shall be effective upon USER's receipt of the written notice to immediately terminate.
 - (b) USER shall not injure, mar or in any way deface the Suite and shall not cause or permit anything to be done whereby the Suite shall be in any manner injured, marred or defaced and will not, without the prior

written consent of RDA, drive, or permit to be driven, nails, hooks, tacks, or screws into any part and will not make or allow to be made any alterations of any kind therein. USER agrees that all participants and guests of the USER to the Suite are under the direct and complete supervision and control of USER. As such, USER is liable for all damages resulting from USER participant and/or guest utilization of the Suites and services provided by RDA, except with respect to RDA's gross negligence or willful misconduct. RDA assumes no responsibility for loss or theft of personal property of damage to personal property of USER or any of its participants or guest. USER acknowledges and agrees that the RDA shall not provide any security or other services related to the USER's use of the Suite.

(c) Attached hereto as Exhibit C are the Rules and Regulations which govern the use of the Suite. USER agrees to comply with such Rules and Regulations at all times and take no action which is in violation of the Rules and Regulations.

5. USER Fees. USERS shall pay for use of the Suite those fees shown on Exhibit A. USER agrees that any amount not paid when due shall bear interest at a rate of the lesser of (i) eighteen (18%) per annum or (ii) the maximum interest rate allowable under state or federal law until paid in full. Failure to pay all applicable fees when due may result in RDA taking action in law or equity, and/or using the services of a collection agency to collect any unpaid balance. Prior to initiating any such action, RDA shall provide prior written notice to USER. USER agrees to pay to RDA the expenses incurred by RDA with collection of the unpaid balance, including reasonable attorneys' fees, court costs, collection agency fees, and any relief to which RDA may be legally entitled.

6. Representations and Warranties by USER. If USER is a corporation or a limited liability company, USER warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Nevada, that it has all necessary power and has received all necessary approvals to execute and deliver the FUA, and the individual executing the FUA on behalf of USER has been duly authorized to act for and bind USER under this FUA.

7. Insurance.

(a) USER shall, prior to entering upon the Suite, at its sole cost and expense, procure and maintain in full force and effect for the Term of this FUA the following insurance:

(i) Commercial General Liability Insurance (Broad Form Commercial) in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate insuring against personal injury (including wrongful death) and property damage.

(ii) Hired/non owned Automobile Liability Insurance in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate for personal or bodily injury (including wrongful death) and property damage caused by ownership or use of any automobile by USER in the use of the Suite or in the performance of its obligations under this FUA.

(iii) Employer's Liability Insurance/Work's Compensation Insurance protecting USER in compliance with statutory requirement during the use of the Suite or performance of this FUA.

(b) The insurance company issuing the policies required herein shall hold a "General Policyholder's Rating" of A or better, as set forth in the most current issue of "Best's Insurance Guide." USER shall deliver to RDA, prior to entering upon the Suite, original certificates evidencing the existence and amounts of such insurance.

(c) Each policy of insurance provided by USER shall be endorsed to provide that the policy shall be not cancelable, or subject to reduction of coverage, except after thirty (30) days prior written notice has been provided to RDA and USER. USER shall, within thirty (30) days prior to the expiration, cancellation or reduction of any policy required herein, furnish RDA with a renewal or binder for new insurance required under this FUA. RDA, its council members, officers, employees and agents, shall be named as additional insured parties on each insurance coverage required herein.

(d) USER's insurance coverage required herein shall be the primary with respect to the RDA, its council members, officers and employees and agents, and shall provide for a waiver subrogation against them.

8. USER Indemnity of RDA. USER hereby agrees to protect, indemnify, and hold RDA and the City of Las Vegas, Nevada ("City") and their appointed officials, officers, employees and agents harmless from and against any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, attorneys' fees and court costs which RDA or City or their elected officials, officers, employees and agents may suffer or which may be sought against or are recovered or obtainable from RDA or City or their respective elected officials, officers, employees, as a result of, or by reason of, or arising out of or in consequence of the operations of USER on the Suite, including without limitation, any operations of third parties let on to the Suite solely by USER, whether negligent or otherwise, of USER or their officers, employees, agents, contractors and suppliers or anyone who is directly or indirectly employed by, or is acting on behalf of USER, and their officers, employees, agents, contractors and suppliers in the performance of this FUA. USER hereby agrees that it will not hold nor attempt to hold RDA or City or their agents, elected officials, officers and employees liable for and hereby releases RDA and City and their elected officials, officers, employees and agents from, any and all any and all demands, claims, causes of action, fines, penalties, damages, liabilities, judgments, and expenses (including, without limitation, attorneys' fees) incurred in connection with or arising from the use of the Suite by the USER except with respect to RDA's or the City's and their appointed officials, officers, employees and agents' gross negligence or willful misconduct. This terms of this Section 8 shall survive the expiration of this FUA or other termination of this FUA.

COVID-19, and its variances and/or its mutations, have been declared a pandemic. Other infectious diseases have been declared pandemics from time-to-time and other infectious diseases may be in the future be declared pandemics. COVID-19, and its variances and/or its mutations, are reported to be extremely contagious. The state of medical knowledge is evolving, but the virus is believed to spread from person-to-person contact and/or by contact with contaminated surfaces and objects, and even in the air. People reportedly can be infected and show no symptoms and therefore spread the disease. The exact methods of spread and contraction are unknown, and there is no known cure for COVID-19, and its variances and/or its mutations. Evidence has shown that COVID-19, and its variances and/or its mutations, and other infectious diseases can cause serious and potentially life-threatening illness and even death. Neither RDA nor the City can prevent USER, its employees or guests from becoming exposed to, contracting, or spreading COVID-19, and its variances and/or its mutations, or any other infectious diseases while utilizing the Suite. USER agrees that it is assuming the sole and all risk of any Claims related to the contraction by USER's employees, contractors, agents and any other person accessing the Suite in connection with USER's use of the Suite of any viral infection or other disease, including, without limitation, COVID 19, and its variances and/or its mutations, related to USER's use of the Suite and that USER's indemnity obligations contained herein cover any such Claims. In no event shall the language in this Section constitute or be construed as a waiver or limitation of the City's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections provided by State of Nevada law or otherwise. This terms of this Section 8 shall survive the expiration of this FUA or other termination of this FUA.

9. USER Default. In the event USER is in default of any agreements of USER under this FUA, RDA shall have the right to immediately terminate this FUA upon written notice to USER, which shall be effective upon USER's receipt of the written notice to immediately terminate.

10. Notices. All notices, demands, statements, designations, approvals or other communications (collectively, "**Notices**") given or required to be given by either Party to the other hereunder or by law shall be in writing, shall be (A) sent by United States certified or registered mail, postage prepaid, return receipt requested ("**Mail**"), (B) transmitted by facsimile, if such facsimile is promptly followed by a Notice sent by mail, (C) delivered by a nationally recognized overnight courier, (D) delivered personally or (E) by e-mail delivery with e-mail confirmation of receipt. Any Notice shall be sent, transmitted, or delivered, as the case may be, to USER at the appropriate address set forth in Exhibit A, or to such other place as USER may from time to time designate in a Notice to RDA. Any Notice shall be sent, transmitted, or delivered, as the case may be, to RDA at the appropriate address set forth in Exhibit A, or to such other place as RDA may from time to time designate in a Notice to USER. Any Notice will be deemed given (i) three (3) days after the date it is posted if sent by Mail, (ii) the date the telecopy is transmitted, (iii) the date the overnight courier delivery is made, (iv) the date personal delivery is made or attempted to be made or (v) the date the email is transmitted.

11. Effective Date. This FUA shall be operative and effective only upon acceptance and execution by RDA and USER. No amendment, change or modification of this FUA shall be valid unless in writing and signed by all Parties hereto.

12. Applicable Law. The laws of the State of Nevada will govern as to the interpretation, validity and effect of this FUA. Any litigation related to this FUA shall be brought and prosecuted exclusively in the Eighth Judicial District Court of Clark County, Nevada. The Parties agree that in the event that any clause or provision of this FUA shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this FUA which shall continue to be enforceable.

13. Counterparts; Entire Agreement. This FUA may be executed in two (2) or more counterparts, all of which shall be considered one and the same FUA and shall become effective when one or more counterparts have been signed by each of the Parties. All Parties need not sign the same counterpart. Signatures transmitted by facsimile or by email in portable document format and signatures electronically signed in accordance with the Uniform Electronic Transaction Act, as adopted in the State of Nevada, shall have the same effect as the delivery of original signatures and shall be binding upon and enforceable against the Parties hereto as if such facsimile were an original executed counterpart. This FUA includes Exhibit A through Exhibit C, inclusively, attached hereto and incorporated herein by reference, all of which constitute the entire understanding and agreement of the Parties. This FUA is intended by the Parties to be the final expression of their agreement with respect to the subject matter hereof, and is intended as the complete and exclusive statement of the terms of the agreement between the Parties.

14. Conflicts.

(a) Any official of RDA or City, who is authorized in such capacity and on behalf of RDA or City to negotiate, make, accept or approve, or take part in negotiating, making, accepting, or approving this FUA, payments under this FUA, or work under this FUA, shall not be directly or indirectly interested personally in this FUA or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of, or for RDA or City, who is authorized in such capacity and on behalf of RDA or City to exercise any legislative, executive, supervisory or other similar functions in connection with this FUA, shall become directly or indirectly interested personally in this FUA or in any part hereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to this FUA.

(b) Each Party represents that it has no actual knowledge of any financial or economic interest of any public officer or employee of RDA or City relating to this FUA. Notwithstanding any other provision of this FUA, if such interest becomes known, RDA may immediately terminate this FUA.

15. Public Records Act. USER acknowledges that RDA and City are subject to the public records laws of the State of Nevada as set forth in Chapter 239 of the Nevada Revised Statutes (the "**Public Records Act**") and all records related to this FUA and USER's activities under this FUA and in the Suite will be subject to the Public Records Act. Therefore, notwithstanding anything to the contrary contained in this FUA, the USER, acknowledges and agrees that (i) RDA and City are subject to the requirements and obligations for disclosure of the Public Records Act and (ii) the records of the RDA and City are subject to inspection and reproduction by the general public. USER, therefore agrees (i) that any disclosure of by the RDA and/or City pursuant to the Public Records Act shall not be a violation and/or a default whatsoever of this FUA by the RDA and/or City and (ii) any disclosure by the RDA and/or City with respect to this FUA pursuant to the Public Records Act is permitted under this FUA and shall not require the prior consent of the USER.

IN WITNESS WHEREOF, the Parties have executed this FUA and it is effective as of the date of the last signature below.

LAS VEGAS REDEVELOPMENT AGENCY

DRAGONE CREATIONS USA LLC

By: _____
Jorge Cervantes, Executive Director

By: _____
François Girard, Director

Date: _____

Date: _____

APPROVED AS TO FORM:

By:  2/3/22
Crislove A. Igeleke
Deputy City Attorney

EXHIBIT A

Terms of FUA

Section 2 – USER Space – Suite #130 (1543 sq. ft.).

- DRAGONE CREATIONS USA LLC has access to the common spaces, including the roof top deck DRAGONE CREATIONS USA LLC reserves the right to work with the city programming events.
- RDA reserves right to hold events outside of the designated office of DRAGONE CREATIONS USA LLC.
- RDA will provide badge access to DRAGONE CREATIONS USA LLC and its participants with twenty-four (24) hour access.
- DRAGONE CREATIONS USA LLC will be provided with locking capabilities to its designated office and RDA nor anyone on its behalf shall provide access to the designated office of DRAGONE CREATIONS USA LLC without the prior consent of DRAGONE CREATIONS USA LLC.
- DRAGONE CREATIONS USA LLC shall have the opportunity to hold up to eight (8) private/public events on the roof top deck at the The Herbert. The cost for the first eight (8) reserved events will be free. After the eighth (8th) event, DRAGONE CREATIONS USA LLC shall be billed the amount as indicated in Section 5 of Exhibit B.

Section 3 – FUA Term

- Twenty-four (24) month term begins on March 1, 2022 and ends on February 28, 2024.

Section 4 – Permitted Use - Office

Section 5 – Fees

- Two US dollars and twenty-five cents (US \$2.25) per square foot per month.
- **Rent Schedule**
Suite #130
March 1, 2022 to February 28, 2024 – Three thousand four hundred and seventy-two US dollars (US \$3,472.00) per month.
 - DRAGONE CREATIONS USA LLC shall provide Las Vegas Redevelopment Agency payment for each monthly invoice within thirty (30) days after receipt of invoice.
- **Roof Deck Rental**
 - Up to eight (8) reserved private/public events are **free**.
 - A fee of two hundred and fifty US dollars (US\$250.00) will be charged for all reserved private/public events, after the first eight (8) events.

Section 10 – Notice Addresses

- RDA Address:

Las Vegas Redevelopment Agency
City Hall, Sixth Floor
495 S. Main Street, 6th Floor
Las Vegas, NV 89101
Phone: (702) 229-5036 Fax: (702) 385-3128
Attention: Rich Atkins
Email: ratkins@lasvegasnevada.gov

With a copy to:

City Attorney
City Hall, Sixth Floor

495 S. Main Street, 6th Floor
Las Vegas, NV 89101
Phone: (702) 386-1749 Fax: (702) 368-1749
Attention: John Ridilla
Email: jridilla@lasvegasnevada.gov

- USER Billing/Administrative Address:

Dragone Creations USA LLC
74 Hawk Ridge Drive
Las Vegas, NV 89153, USA
Phone: +1 250-307-3280
Attention: Mr. François Girard
E-mail: francois.girard@dragone.com

The Herbert - 1st Floor Layout

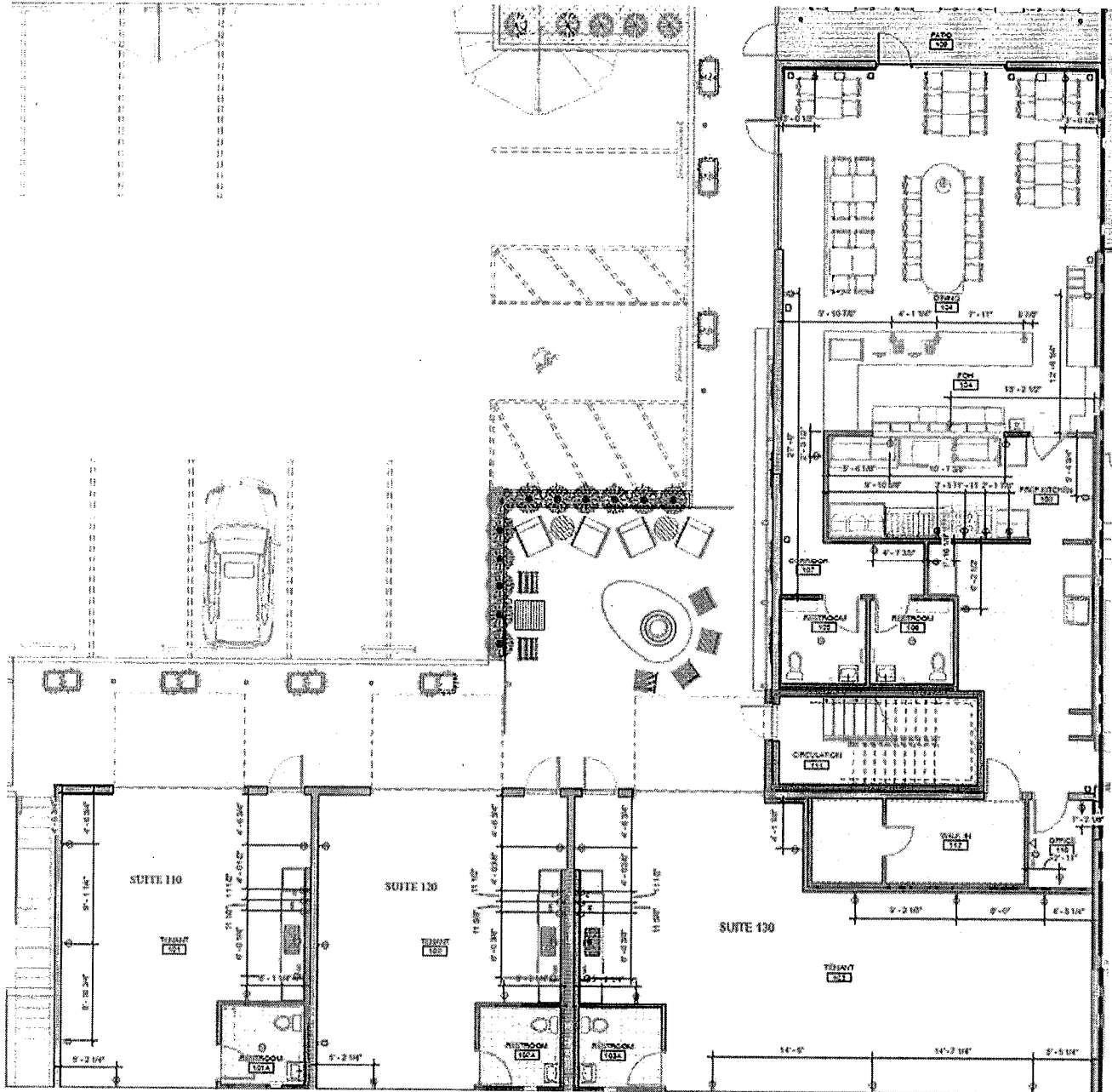


Exhibit B

Suite Depiction

The Herbert - 2nd Floor Layout

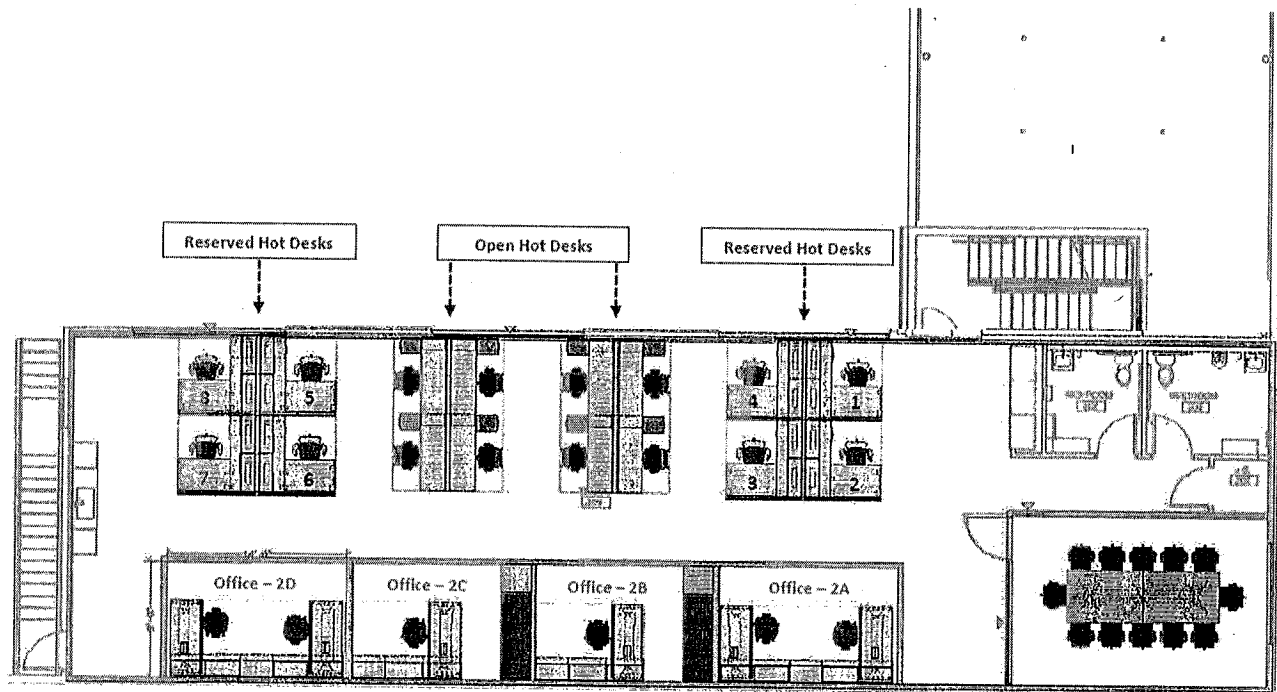


Exhibit C

Rules and Regulations

Tenant shall faithfully observe and comply with the following Rules and Regulations. Landlord shall not be responsible to Tenant for the nonperformance of any of said Rules and Regulations by or otherwise with respect to the acts or omissions of any other tenants or occupants of the Project. In the event of any conflict between the Rules and Regulations and the other provisions of this Lease, the latter shall control.

1. Tenant shall not alter any lock or install any new or additional locks or bolts on any doors or windows of the Premises without obtaining Landlord's prior written consent. Tenant shall bear the cost of any lock changes or repairs required by Tenant. Two keys will be furnished by Landlord for the Premises, and any additional keys required by Tenant must be obtained from Landlord at a reasonable cost to be established by Landlord. Upon the termination of this Lease, Tenant shall restore to Landlord all keys of stores, offices, and toilet rooms, either furnished to, or otherwise procured by, Tenant and in the event of the loss of keys so furnished, Tenant shall pay to Landlord the cost of replacing same or of changing the lock or locks opened by such lost key if Landlord shall deem it necessary to make such changes.

2. All doors opening to public corridors shall be kept closed at all times except for normal ingress and egress to the Premises.

3. Landlord reserves the right to close and keep locked all entrance and exit doors of the Building during such hours as are customary for comparable buildings in Las Vegas, Nevada. Tenant, its employees and agents must be sure that the doors to the Building are securely closed and locked when leaving the Premises if it is after the normal hours of business for the Building. Any tenant, its employees, agents or any other persons entering or leaving the Building at any time when it is so locked, or any time when it is considered to be after normal business hours for the Building, may be required to sign the Building register. Access to the Building may be refused unless the person seeking access has proper identification or has a previously arranged pass for access to the Building. Landlord will furnish passes to persons for whom Tenant requests same in writing. Tenant shall be responsible for all persons for whom Tenant requests passes and shall be liable to Landlord for all acts of such persons. The Landlord and his agents shall in no case be liable for damages for any error with regard to the admission to or exclusion from the Building of any person. In case of invasion, mob, riot, public excitement, or other commotion, Landlord reserves the right to prevent access to the Building or the Project during the continuance thereof by any means it deems appropriate for the safety and protection of life and property.

4. No furniture, freight or equipment of any kind shall be brought into the Building without prior notice to Landlord. All moving activity into or out of the Building shall be scheduled with Landlord and done only at such time and in such manner as Landlord designates. Landlord shall have the right to prescribe the weight, size and position of all safes and other heavy property brought into the Building and also the times and manner of moving the same in and out of the Building. Safes and other heavy objects shall, if considered necessary by Landlord, stand on supports of such thickness as is necessary to properly distribute the weight. Landlord will not be responsible for loss of or damage to any such safe or property in any case. Any damage to any part of the Building, its contents, occupants or visitors by moving or maintaining any such safe or other property shall be the sole responsibility and expense of Tenant.

5. No furniture, packages, supplies, equipment or merchandise will be received in the Building or carried up or down in the elevators, except between such hours established by Landlord from time to time, in such specific elevator and by such personnel as shall be designated by Landlord.

6. The requirements of Tenant will be attended to only upon application at the management office for the Project or at such office location designated by Landlord. Employees of Landlord shall not perform any work or do anything outside their regular duties unless under special instructions from Landlord.

7. No sign, advertisement, notice or handbill shall be exhibited, distributed, painted or affixed by Tenant on any part of the Premises or the Building without the prior written consent of the Landlord. Tenant shall not disturb, solicit, peddle, or canvass any occupant of the Project and shall cooperate with Landlord and its agents of Landlord to prevent same.

8. The toilet rooms, urinals, wash bowls and other apparatus shall not be used for any purpose other than that for which they were constructed, and no foreign substance of any kind whatsoever shall be thrown therein. The expense of any breakage, stoppage or damage resulting from the violation of this rule shall be borne by the Tenant who, or whose servants, employees, agents, visitors or licensees shall have caused same.
9. Tenant shall not overload the floor of the Premises, nor mark, drive nails or screws, or drill into the partitions, woodwork or drywall or in any way deface the Premises or any part thereof without Landlord's prior written consent. Tenant shall not purchase spring water, ice, towel, linen, maintenance or other like services from any person or persons not approved by Landlord.
10. Except for vending machines intended for the sole use of Tenant's employees and invitees, no vending machine or machines other than fractional horsepower office machines shall be installed, maintained or operated upon the Premises without the written consent of Landlord.
11. Tenant shall not use or keep in or on the Premises, the Building, or the Project any kerosene, gasoline, explosive material, corrosive material, material capable of emitting toxic fumes, or other inflammable or combustible fluid chemical, substitute or material. Tenant shall provide material safety data sheets for any Hazardous Material used or kept on the Premises.
12. Tenant shall not without the prior written consent of Landlord use any method of heating or air conditioning other than that supplied by Landlord.
13. Tenant shall not use, keep or permit to be used or kept, any foul or noxious gas or substance in or on the Premises, or permit or allow the Premises to be occupied or used in a manner offensive or objectionable to Landlord or other occupants of the Project by reason of noise, odors, or vibrations, or interfere with other tenants or those having business therein, whether by the use of any musical instrument, radio, phonograph, or in any other way. Tenant shall not throw anything out of doors, windows or skylights or down passageways.
14. Tenant shall not bring into or keep within the Project, the Building or the Premises any animals, birds, fish, aquariums, or, except in areas designated by Landlord, bicycles or other vehicles.
15. No cooking shall be done or permitted on the Premises, nor shall the Premises be used for the storage of merchandise, for lodging or for any improper, objectionable or immoral purposes.
16. The Premises shall not be used for manufacturing or for the storage of merchandise except as such storage may be incidental to the use of the Premises provided for in the Summary. Tenant shall not occupy or permit any portion of the Premises to be occupied as an office for a messenger-type operation or dispatch office, public stenographer or typist, or for the manufacture or sale of liquor, narcotics, or tobacco in any form, or as a medical office, or as a barber or manicure shop, or as an employment bureau without the express prior written consent of Landlord. Tenant shall not engage or pay any employees on the Premises except those actually working for such Tenant on the Premises nor advertise for laborers giving an address at the Premises.
17. Landlord reserves the right to exclude or expel from the Project any person who, in the judgment of Landlord, is intoxicated or under the influence of liquor or drugs, or who shall in any manner do any act in violation of any of these Rules and Regulations.
18. Tenant, its employees and agents shall not loiter in or on the entrances, corridors, sidewalks, lobbies, courts, halls, stairways, elevators, vestibules or any Common Areas for the purpose of smoking tobacco products or for any other purpose, nor in any way obstruct such areas, and shall use them only as a means of ingress and egress for the Premises.
19. Tenant shall not waste electricity, water or air conditioning and agrees to cooperate fully with Landlord to ensure the most effective operation of the Building's heating and air conditioning system, and shall refrain from attempting to adjust any controls. Tenant shall participate in recycling programs undertaken by Landlord.

20. Tenant shall store all its trash and garbage within the interior of the Premises. No material shall be placed in the trash boxes or receptacles if such material is of such nature that it may not be disposed of in the ordinary and customary manner of removing and disposing of trash and garbage in Las Vegas, Nevada without violation of any law or ordinance governing such disposal. All trash, garbage and refuse disposal shall be made only through entry-ways and elevators provided for such purposes at such times as Landlord shall designate. Tenant shall make alternate arrangements, at Tenant's cost, for the disposal of high volumes of trash in excess of the amount determined by Landlord to be an office tenant's typical volume of trash (i.e., excessive moving boxes or shipping materials). If the Premises is or becomes infested with vermin as a result of the use or any misuse or neglect of the Premises by Tenant, its agents, servants, employees, contractors, visitors or licensees, Tenant shall forthwith, at Tenant's expense, cause the Premises to be exterminated from time to time to the satisfaction of Landlord and shall employ such licensed exterminators as shall be approved in writing in advance by Landlord.

21. Tenant shall comply with all safety, fire protection and evacuation procedures and regulations established by Landlord or any governmental agency.

22. Any persons employed by Tenant to do janitorial work shall be subject to the prior written approval of Landlord, and while in the Building and outside of the Premises, shall be subject to and under the control and direction of the Building manager (but not as an agent or servant of such manager or of Landlord), and Tenant shall be responsible for all acts of such persons.

23. No awnings or other projection shall be attached to the outside walls of the Building without the prior written consent of Landlord, and no curtains, blinds, shades or screens shall be attached to or hung in, or used in connection with, any window or door of the Premises other than Landlord standard drapes. All electrical ceiling fixtures hung in the Premises or spaces along the perimeter of the Building must be fluorescent and/or of a quality, type, design and a warm white bulb color approved in advance in writing by Landlord. Neither the interior nor exterior of any windows shall be coated or otherwise sunscreened without the prior written consent of Landlord. Tenant shall be responsible for any damage to the window film on the exterior windows of the Premises and shall promptly repair any such damage at Tenant's sole cost and expense. Tenant shall keep its window coverings closed during any period of the day when the sun is shining directly on the windows of the Premises. Prior to leaving the Premises for the day, Tenant shall draw or lower window coverings and extinguish all lights. Tenant shall abide by Landlord's regulations concerning the opening and closing of window coverings which are attached to the windows in the Premises, if any, which have a view of any interior portion of the Building or Common Areas.

24. The sashes, sash doors, skylights, windows, and doors that reflect or admit light and air into the halls, passageways or other public places in the Building shall not be covered or obstructed by Tenant, nor shall any bottles, parcels or other articles be placed on the windowsills.

25. Tenant must comply with requests by the Landlord concerning the informing of their employees of items of importance to the Landlord.

26. Tenant must comply with all applicable "NO-SMOKING" or similar ordinances. If Tenant is required under the ordinance to adopt a written smoking policy, a copy of said policy shall be on file in the office of the Building.

27. Tenant hereby acknowledges that Landlord shall have no obligation to provide guard service or other security measures for the benefit of the Premises, the Building or the Project. Tenant hereby assumes all responsibility for the protection of Tenant and its agents, employees, contractors, invitees and guests, and the property thereof, from acts of third parties, including keeping doors locked and other means of entry to the Premises closed, whether or not Landlord, at its option, elects to provide security protection for the Project or any portion thereof. Tenant further assumes the risk that any safety and security devices, services and programs which Landlord elects, in its sole discretion, to provide may not be effective, or may malfunction or be circumvented by an unauthorized third party, and Tenant shall, in addition to its other insurance obligations under this Lease, obtain its own insurance coverage to the extent Tenant desires protection against losses related to such occurrences. Tenant shall cooperate in any reasonable safety or security program developed by Landlord or required by law.

28. All office equipment of any electrical or mechanical nature shall be placed by Tenant in the Premises in settings approved by Landlord, to absorb or prevent any vibration, noise and annoyance.

29. Tenant shall not use in any space or in the public halls of the Building, any hand trucks except those equipped with rubber tires and rubber side guards.

30. No auction, liquidation, fire sale, going-out-of-business or bankruptcy sale shall be conducted in the Premises without the prior written consent of Landlord.

31. No tenant shall use or permit the use of any portion of the Premises for living quarters, sleeping apartments or lodging rooms.

32. Tenant shall not purchase spring water, towels, janitorial or maintenance or other similar services from any company or persons not approved by Landlord. Landlord shall approve a sufficient number of sources of such services to provide Tenant with a reasonable selection, but only in such instances and to such extent as Landlord in its judgment shall consider consistent with the security and proper operation of the Building.

33. Tenant shall install and maintain, at Tenant's sole cost and expense, an adequate, visibly marked and properly operational fire extinguisher next to any duplicating or photocopying machines or similar heat producing equipment, which may or may not contain combustible material, in the Premises.

34. Tenant shall not permit any portion of the Project, including the Parking Facilities, to be used for the washing, detailing or other cleaning of automobiles. Landlord reserves the right at any time to change or rescind any one or more of these Rules and Regulations, or to make such other and further reasonable Rules and Regulations as in Landlord's judgment may from time to time be necessary for the management, safety, care and cleanliness of the Premises, Building, the Common Areas and the Project, and for the preservation of good order therein, as well as for the convenience of other occupants and tenants therein. Landlord may waive any one or more of these Rules and Regulations for the benefit of any particular tenants, but no such waiver by Landlord shall be construed as a waiver of such Rules and Regulations in favor of any other tenant, nor prevent Landlord from thereafter enforcing any such Rules or Regulations against any or all tenants of the Project. Tenant shall be deemed to have read these Rules and Regulations and to have agreed to abide by them as a condition of its occupancy of the Premises.



AGENDA SUMMARY PAGE
Redevelopment Agency
Meeting of: February 16, 2022

Agenda Item No.:
6

SUBJECT:

Citizens Participation: Public comment during this portion of the agenda must be limited to matters within the jurisdiction of the Redevelopment Agency. No subject may be acted upon by the Redevelopment Agency unless that subject is on the agenda and is scheduled for action. If you wish to be heard, come to the podium and give your name for the record. The amount of discussion on any single subject, as well as the amount of time any single speaker is allowed, may be limited.