



**NEVADA COMMISSION for the RECONSTRUCTION of the V&T RAILWAY  
("V&T Railway Commission")  
Agenda Report**

**Date Submitted:** 04/23/21

**Meeting Date Requested:** 04/29/21

**Time Requested:** 5 Minutes

**To:** NEVADA COMMISSION for the RECONSTRUCTION of the V&T RAILWAY Commissioners

**From:** David Peterson ([dpeterson@visitcarsoncity.com](mailto:dpeterson@visitcarsoncity.com))

**Subject Title:** Discussion and possible action regarding approval of Lease Number FY21-L001, with E720, for the use of the Eastgate Depot and all its facilities for the Battle, Axe & Tracks event planned for October 2nd & 3rd, 2021, for a total not to exceed amount of \$3,400.00.

**Staff Summary:** Approval for leasing the Eastgate Depot and all its facilities for the Battle, Axe & Tracks event, by E720, on October 2nd & 3rd, 2021.

**Type of Action Requested:**

Resolution

Ordinance

Formal Action/Motion

Other (Specify) Presentation Only

**Recommended Board Action:**

*I move to approve Lease Number FY21-L001, with E720, subject to review/approval by the POOL/PACT.*

**Applicable Statute, Code, Policy, Rule or Regulation:** n/a

**Fiscal Impact:** \$3,400.00 in Revenue

**Explanation of Impact:** If approved, the lease will increase the "Misc. – Other" revenue account in FY22.

**Revenue Source:** 36500-000 Misc. - Other

**Supporting Material/Attachments:** FACILITY RENTAL AGREEMENT #FY21-L001

**Prepared By:** Chris Kipp, Carson City Culture & Tourism Authority's Operations Manager



## FACILITY RENTAL/USE AGREEMENT #FY21-L001

Name of Event: **Battle, Axe & Tracks**

Date(s) of Event: **Oct. 2-3, 2021**

Time(s) of Event: **12:30 p.m. to 11 p.m.**

Number of People Attending: **3,000-3,500**

Applicant "Responsible/Contracting Party" Name: **E720: Gina Lopez/Ken Farley**

Address: **1024 Mountain Park Dr., Carson City, NV 89706**

Cell Phone: **775-443-6943**

Alternative Phone: **979-557-6081**

Email: **glope720@gmail.com**

Alternative Email: **kfarle720@gmail.com**

In consideration for using the facilities for the reason(s) set forth in this Agreement, Applicant and the V&T Railway Commission ("Commission") agree as follows:

1. **Payment of fees:**

*(This fee includes all tables, chairs, video screens, restroom usage/supplies, two septic services, cleaning supplies, extra utilities and an extra-large roll-off dumpster. All fees to be paid **30** days prior to event, subject to receipt of a Special Event Permit and all other applicable approvals by the Applicant from the City.*

*Total Fees: **\$3,400.00***

2. **Term:** This Agreement shall be effective as of the **1st** day of **October** 2021, and shall be for a period through **October 5, 2021**, subject to the Termination provision of this Agreement.

3. **Rules and Regulations:**

- A. *Applicant shall have access to and only the following areas **Eastgate Depot and parking areas** ("facility");*
- B. *Applicant has been provided an opportunity to inspect the facilities prior to the event;*
- C. *Applicant must be at least 21 years of age and present at the event, including set up and take down;*
- D. *No animals (except service animals);*

- E. *No illegal activities,*
- F. *All areas of the facility to which Applicant and/or his/her invitees have access will be returned in the same condition as provided;*
- G. *Parking limitations,*
- H. *Follow all directions provided by facilities management etc.*
- I. *Commission may terminate Applicant's right to use the facilities without notice for violation of any rule;*
- J. *All **Consolidated Municipality of Carson City** and State COVID19 policies and directives shall be enforced by Applicant*
- K. *The Applicant agrees to acknowledge the V&T Railway Commission in the promotion of the Event.*

4. **Indemnification:**

To the fullest extent permitted by law, Applicant shall indemnify, hold harmless, and defend Commission from and against all liability, claims, actions, disputes, damages, losses, and expenses, including third party claims, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of Applicant and Applicant's, agents, and invitees.

5. **Damages:**

Applicant is responsible for all damages proximately caused by Applicant or activities occurring on the property, which occur during or as a result of Applicant's agents, and/or invitees' use of the facility. Commission retains the right to enter the facility at any time to ensure that Applicant is complying with the terms of this Agreement and reserves the right to terminate Applicant's use of the property for any violation at any time. Commission shall not be responsible for damage to property brought on to or stored in the building by Applicant, Applicant's agents, and/or invitees.

6. **Insurance:**

Applicant shall provide no later than 30 days prior to the start of the event, proof of general liability insurance coverage in an amount of at least **\$2,000,000.00 per occurrence**, which coverage specifically designates Commission as an additional insured under the policy of insurance and identifies event which is the subject of this Agreement. (See TULIP Program)

7. **Termination of Event(s):**

Commission may interrupt and/or terminate any event when in the judgement of Commission's designated representative, such is necessary in the interest of protection of public property and/or public safety.

8. **Compliance with Commission's Policies, Rules, and Regulations:**  
Applicant, Applicant's agents, and invitees agree to comply with Commission's policies, regulations, and rules.
  
9. **Governing Law:**  
This Agreement shall be governed by Nevada law, without regard to conflicts of law principles. The parties agree that jurisdiction and venue for any dispute arising out of or relating to the Agreement shall be exclusively within the state courts or other tribunals located Carson City, Nevada and the parties hereby waive any objection to such jurisdiction and venue.
  
10. **Assignment:**  
Neither party to this Agreement shall assign any of its rights or duties under this Agreement without the prior written consent of the other party.
  
11. **Dispute Resolution:**
  - A. Negotiation. In the event of any dispute arising out of, or relating to, this Agreement, or the breach thereof the parties shall use their best efforts to settle the dispute by direct negotiations between individuals with full settlement authority.
  - B. Mediation. If the dispute is not settled within thirty (30) days through the negotiation outlined in Section A, the parties shall submit the dispute to mediation under the then-applicable Nevada Mediation Rules. The parties to the dispute shall share equally the mediator's fees and any administrative fee but shall otherwise bear their own expenses.
  - C. Arbitration. Thereafter, any unresolved dispute arising out of, or relating to, this Agreement, or the breach thereof, shall be decided by binding arbitration by a single arbitrator pursuant to the then-current Commercial Arbitration Rules of the Nevada Uniform Arbitration Act of 2000, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof in accordance with the provisions of Chapter 38 of the Nevada Revised Statutes. The parties to the dispute shall share equally the arbitrator's fee. Either of the parties may, notwithstanding the other provisions of this Agreement, request at any time a temporary restraining order, preliminary injunction, or other interim relief from any court of competent jurisdiction without thereby waiving its other rights under this Section of the Agreement. Except as otherwise provided in this Agreement, the parties shall rely solely on the procedures set forth herein to resolve any dispute subject to this Section. If either party files an action in court, or proceeds with litigation that has already been filed, in violation of this Agreement, that party shall indemnify the other party for its costs and attorneys' fees incurred as a result of such violation.
  - D. Non-Waiver of Governmental Immunities. In no event are the provisions of this section, intended to, nor do they, waive any immunities or limitation on damages to

which the Commission may be or is entitled under Chapter 41 of the Nevada Revised Statutes and it is expressly understood, and the parties hereto agree, that no arbitrator shall have the authority to impose damages against Commission in an amount in excess of the limitation on damages set forth in NRS 41.035 should Chapter 41 immunities and/or limitation on damages be determined to be applicable to any such dispute.

**The parties understand that arbitration is final and binding and that they are waiving their rights to other resolution processes (such as jury trial, court action and/or administrative proceeding).**

Commission initials: \_\_\_\_\_

Applicant initials: \_\_\_\_\_

12. **Modification:**

This Agreement may only be modified in writing, signed by both parties.

13. **Proper Authority:**

The parties represent and warrant that the individual executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized to perform as contemplated by this Agreement. Any notice relating to this Agreement shall be sent regular mail to the addresses listed below.

14. **Relationship of the Parties:**

Nothing contained in this Agreement shall be deemed to constitute a partnership or joint venture between the Commission and Applicant; nor shall the Commission become liable for any debt or obligation incurred by Applicant in the operation of any of the activities conducted at the facility.

15. **Entire Agreement:**

This Agreement sets for the entire understanding between the parties, and there are no additional terms, conditions, or agreements, other than those listed in this Agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed as of the date first above written:

**Commission: V&T Railway Commission**

P.O. Box 1711  
Carson City, NV 89702

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

Date:

**Applicant: E720**

1024 Mountain Park Dr.  
Carson City, NV 89706

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

\_\_\_\_\_  
APPLICANT

\_\_\_\_\_  
Signature

Date: