



**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)

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 AGREEMENT
#FY21-L001**

This is an agreement between E720 (the Renter) and the V&T Railway Commission by which we agree:

1. **Date and time.** Rental of Depot Grounds and Buildings (hereinafter “the space”) at Eastgate Siding Road, Carson City, NV 89701 on October 2-3, 2021 all day access for preliminary set up of grounds beginning Saturday, September 25, 2021 until the Festival Start Date. During the setup period (Saturday, September 25-Friday, October 1) Renter will not interfere with normal operations of the V&T Railway. Also, October 4-5, 2021 access to be granted for teardown and cleanup to restore Depot Grounds and Buildings to original condition.

The purpose of the Space rental is limited to the use specified as follows: Music Festival.

2. **Fee.** The rental fee, not to exceed \$3,400.00, for event days. The flat rate includes all 24 hours on the given days. This fee also includes all tables, chairs, video screens, restroom usage/supplies, two septic services, cleaning supplies, extra utilities, extra-large roll-off dumpster and access to all assets of the depot. E720 will leave space in the original condition as noted when they began to occupy the space to the satisfaction of V&T Railway Commission.

A good faith holding deposit of \$100.00 will be required to hold the space upon signing of this agreement.

Cancellation/refunds:

Prior to 60 Days	100% refund
Prior to 45 Days	50% refund
Prior to 15 days	25% refund
14 Days or less	NO REFUNDS

Payment in full is due 14 days before the event is to begin. If E720 is forced to cancel the event due to COVID-19 or other health restrictions, the deposit will be returned in full regardless of time of cancelation.

The facility rental agreement is subject to receipt of a Special Event Permit and all other applicable approvals by the Renter from the City. The Renter agrees to acknowledge the V&T Railway Commission in the promotion of the Music Festival.

3. **Cleaning and Damage Deposit.** E720 will submit a Cleaning and Damage Deposit. This deposit should be paid by separate check when the agreement is signed. The “Cleaning and Damage Deposit” shall not be deposited and will be refunded within 14 business days following the end of the event upon inspection of the facility.

Cleaning and Damage deposit: \$1,000.00

4. **Space usage.** Renter will have access to all aspects of the grounds during the rental agreement period.

5. **Opening and closing.** Arrangements will be made to open up the Space, allow access into the building, and close up the Space at the end of day of the rental period.
6. **Cleaning up.** Upon exiting the Space, the space must be left reasonably clean with no damage. If left unclean or damages are found, the Cleaning and Damage Deposit will be held until an assessment of the cleaning or damage amount can be ascertained. However, such assessment will take place within five (5) business days. The V & T Railway Commission reserves the right to charge the Renter additional charges if the Cleaning and Damage Deposit is not adequate for clean up or damages.
7. **Insurance.** Renter must supply proof of proper insurance covering time specified for the use of the Space, with the V&T Railway shown as additionally insured. Coverage in the amount of two million dollars is required.
8. **Hold Harmless.** The Renter expressly agrees to indemnify and hold harmless the V&T Railway against any and all claims, actions, suits, proceedings, costs, expenses, damages, liabilities, including reasonable attorneys' fees arising out of any loss, damage or injury to persons or property of whatever kind or nature arising from use or operation of the Space herein provided or from negligence or carelessness of the agents or employees of Renters in connection with the use or operation of the use or operation of the Space. The V&T Railway expressly agrees to indemnify and hold harmless Renter against any and all claims, actions, suits, proceedings, costs, expenses, damages, liabilities, including reasonable attorneys' fees arising out of any loss, damage or injury to persons or property of whatever kind or nature arising from faulty operation of the V&T Railway provided under this contract, or of the Agents or employees. In any action in which Renter seeks damages from V&T Railway by reason of an alleged breach of contract or warranty or negligence by the V&T Railway, recovery shall be limited to the total compensation paid herein or to that portion actually paid to the V&T Railway.
9. **Assignment.** This Agreement shall not be assigned by either party in whole or in part without written consent of the other.
10. **Arbitration.** Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in accordance with the Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any Court having jurisdiction thereof.
11. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force, or the unenforceable provision shall be severed therefrom.
12. **Non-Waiver of Remedies.** The failure of either party to compel the other to perform, or the waiver by either of any condition, term or provision of this agreement shall not be construed as a waiver or relinquishment of any right of the waiving party as to any other term, condition or provision, but the same shall remain in full force and effect.
13. **Other Documents.** The parties hereto shall execute any and all further documents which are necessary and proper to carry out the purpose of this Agreement.
14. **No Partnership Implied.** Nothing contained herein shall be deemed to create any association, partnership, or joint venture between the parties.

15. **Attorney's Fees.** Should either party hereto initiate a court action to enforce the terms hereof, any judgment shall include court costs and reasonable attorney's fees to the successful party.

16. **Choice of Law.** This contract shall be interpreted in accordance with Nevada Law.

19. **Entire Agreement.** This instrument contains the entire agreement between parties, and no statements, promises, or inducements made by either party or by the authorized agents of either party that is not contained in this Agreement shall be valid or binding; and this Agreement may not be enlarged, modified or altered except in writing signed by both parties.

20. **Binding Effect.** This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, assignees, and successors of the respective parties.

Total Fee \$ _____

Total Deposit Required: \$100

Date Deposit Received:

Total amount paid:

Date cleaning Deposit \$1000 received:

Renter contact information

Contact Name: Gina Lopez

Ken Farley

Contact Phone: 775-443-6943

979-557-6081

Contact Email: glope720@gmail.com

kfarle720@gmail.com

In witness whereof RENTER has executed this Agreement at

_____, State of _____ on _____, 2021.

RENTER By: _____

RENTER'S ADDRESS: 449 W King Street Carson City NV 89703

RENTER'S PHONE: 775.883.1976

In witness whereof, the V&T Railway has executed this Agreement at

Carson City, State of Nevada on _____, 2021.

V&T Railway Commission Chairman

By: _____