

# Nye County School District

**Dale A. Norton**  
Superintendent

**Evangelyn Visser**  
Associate Superintendent

**James Fossett**  
Interim Associate Superintendent

**Raymond Ritchie**  
Chief Operating Officer

**Southern Administration Office**  
484 S. West Street  
Pahrump, Nevada 89048  
Phone 775-727-7743  
Fax 775-727-7768



**Every Student A Success**

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**Northern Administration Office**  
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Phone 775-482-6258  
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## MEMORANDUM

**Date:** March 28, 2018

**TO:** Board of Trustees

**FROM:** Raymond Ritchie, Chief Operating Officer 

**SUBJECT:** Request approval to lease the old mechanic/welding shop to Great Basin College (GBC) and for Mr. Ritchie to sign the lease agreement

Attached for your approval please find the lease agreement between NCSD and GBC for the use of the old mechanic/welding shop. I would also like to get approval to sign the lease agreement.

RR:ro

Attachment (1)

Cc: Dale A. Norton, Superintendent

**LEASE AGREEMENT**  
**Between**  
**NYE COUNTY SCHOOL DISTRICT**  
**and**  
**GREAT BASIN COLLEGE**

This Lease Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between the NYE COUNTY SCHOOL DISTRICT, a political subdivision of the State of Nevada pursuant to NRS 386.010, hereinafter referred to as "Lessor," and the GREAT BASIN COLLEGE, hereinafter referred to as "Lessee."

**I.**  
**RECITALS**

A. Lessor owns certain real property located at 551 East Calvada Blvd., Pahrump, Nevada, commonly referred to as the Old Mechanic/Welding Shop.

B. Lessee desires to lease certain portions of the real property commonly referred to as the Old Mechanic/Welding Shop.

C. The Parties agree that it is in their mutual best interests that this Lease be entered into between the Parties.

Based on the foregoing, the Parties agree to the following terms:

**II.**  
**LEASE TERMS**

1. **DESCRIPTION OF PREMISES.** Lessor agrees to lease to Lessee a portion of the real property and improvements described on Exhibit "A," attached hereto and incorporated by reference, which is located at 551 East Calvada Blvd., in Pahrump, Nye County, Nevada, hereinafter referred to as the "Premises." The specific buildings and common areas which are the subject of this Lease are described above as the Old Mechanic/Welding Shop, which consist of approximately 4300 square feet, and is highlighted on Exhibit "A," and attached hereto. Any other areas not highlighted on Exhibit "A," remain the property of the Lessor, and may be subject to lease agreements to other entities or individuals.

2. **TERM OF LEASE.** The term of this Lease shall be for an initial period of \_\_\_\_\_ months, commencing on \_\_\_\_\_, 2018, and continuing through June 30, 2021. On or before \_\_\_\_\_, 2021, Lessee shall inform Lessor of Lessee's intent to continue the Lease. At the conclusion of any subsequent Lease term, either Party shall have the right to

renegotiate any of the terms of the Lease by giving the other Party thirty (30) day's notice of the intent to do so prior to the ending date of the Lease.

3. RENTAL. During the term of this Lease, Lessee agrees to teach up to a total of ten (10) of Lessor's students free of any tuition payment from each student. The Parties agree the value of each student will be One Hundred Seventy Dollars (\$170.00), per month. Lessee shall pay Lessor the difference between the total value of all ten (10) students, One Thousand Seven Hundred Dollars (\$1700.00), and the number of students actually enrolled in Lessee's class each month as monthly rent. By way of example only, if Lessee enrolls 5 of Lessor's students Lessee will pay Lessor Eight Hundred Fifty Dollars (\$850.00) that month. If Lessee enrolls ten (10) of Lessor's students, then the rent will be zero (\$0.00). The Parties acknowledge the amount of rent owed each month will vary based on this formula.

4. USE OF PREMISES. Lessee shall use the Premises for purposes of providing educational courses offered by Lessor; Manufacturing Technologies program to teach machining, welding, additive manufacturing, and supportive classes.

5. RESTRICTIONS ON USE. Lessee shall not keep, use or sell anything prohibited by any policy of fire or hazard insurance covering the Premises or by any policy of Lessor and shall comply with all the requirements set forth in paragraph 12, below, regarding the insurance policy applicable to the Premises necessary to keep in full force and effect the fire and liability insurance covering the Premises.

6. UTILITIES. Lessee shall be responsible for the payment of all utility costs including, but not limited to, electricity, gas, water and sewer during the term of the Lease. Lessee shall also be responsible for telephone and other related services needed by Lessee to operate on the leased Premises during the term of the Lease.

7. SUBLETTING. Lessee shall not sublet any portion of the leased premises without first obtaining the express written consent of Lessor.

8. MAINTENANCE.

A. REAL PROPERTY MAINTENANCE OBLIGATION. Lessee shall be responsible for all ordinary maintenance required to keep the real property and all fixtures attached thereto in good condition and working order, including painting of the buildings and other equipment which is the subject of this Lease. Lessor shall be responsible for all capital maintenance required, including by way of example, replacing the roofing of the buildings, sewer line repairs, etc.

B. PERSONAL PROPERTY MAINTENANCE OBLIGATION. Lessee shall maintain at Lessee's expense all of the personal property brought to the Premises by

Lessee, including any and all furniture, office or other equipment and fixtures, in good repair during the term of the Lease and any subsequent renewal periods applicable to the Lease.

9. **ALTERATIONS.** Lessee shall not make any alterations to the land or building which presently exist on the Premises without first obtaining the prior written consent of the Lessor. Any alteration shall become a part of the Premises and shall belong to the Lessor at the termination of the Lease. Lessor shall not unreasonably withhold consent to alterations requested by Lessee.

10. **DELIVERY AND ACCEPTANCE OF PREMISES.** Lessor represents that the Premises are in fit condition for use by the Lessee, and Lessee accepts the premises and specific buildings in their "as is" condition. Acceptance of the Premises by Lessee shall be construed as recognition that the Premises are in a good state of repair and in sanitary condition.

11. **SURRENDER OF PREMISES.** Lessee shall surrender the Premises at the end of the Lease Term or any renewal period agreed to between the Parties in the same condition as when Lessee took possession, reasonable wear and tear accepted. Prior to surrender of the Premises, Lessee shall remove any and all furniture, equipment and fixtures placed in the Premises by Lessee, and shall restore the Premises to the condition the Premises was in when received by Lessee, reasonable wear and tear excepted.

12. **INSURANCE.** Lessee agrees to maintain at Lessee's expense in full force and effect during the term of this Lease comprehensive liability insurance with Lessor named as an additional insured and which, at a minimum, shall provide comprehensive general liability insurance with a combined single limit of \$1,000,000 for bodily injury and property damage per person/occurrence, as well as fire and extended coverage on Lessee's property, equipment and fixtures.

13. **LIABILITY AND INDEMNIFICATION.** Lessor shall not be held liable for any loss, injury or damage to persons or property on said leased Premises, which may occur as a result of the negligence of Lessee, Lessee's use of the Premises, or the condition of the Premises during the term of this Lease. Lessee agrees to indemnify and defend Lessor against any and all claims, demands, causes of action, lawsuits or judgments, including expenses incurred in connection therewith, for death or injuries to persons or for loss or damage to property arising out of or in connection with the use and occupancy of the Premises by Lessee, its agents, employees and/or invitees.

14. **BREACH.** In the event of Lessee's default or breach of this Lease Agreement, Lessor shall be entitled to take whatever steps are necessary to retake possession and control of the Premises. In the event Lessee shall breach any portion of this Lease, Lessor shall give Lessee written notice of the breach, Lessee shall have thirty (30) days following receipt of said Notice of Breach to cure the breach, after which time if said breach has not been cured, Lessor

shall have the right to immediately terminate the Lease. The thirty (30) day Notice shall affect any claimed breaches of this Lease Agreement, save and except the payment of rent. Rent shall continue to be due and payable on the dates set forth in paragraph 4, above, without any written notice required. In the event Lessee fails to cure any default with respect to any of the agreements contained in this Lease Agreement, then Lessor may terminate this Lease, provided there has been compliance with the applicable notice requirements.

15. **REMEDIES CUMULATIVE.** The various rights, options, elections and remedies of Lessor and Lessee contained in this Lease shall be cumulative and no one of them shall be construed as exclusive of any other, of any right, priority or remedy allowed or provided by law.

16. **NON-ASSIGNMENT.** This Lease Agreement may not be assigned by either Party without the prior written consent of the non-assigning Party.

17. **GOVERNING LAW.** The laws of the State of Nevada shall govern the validity, construction and effect of this Lease.

18. **NOTICES.** Any notices required under the terms of this Lease Agreement, with the exception of termination notice pursuant to Breach, shall be made in writing and shall be deemed to have been given when received by the Party to whom notice is directed by personal service, hand delivery, or the United States mail at the following addresses:

Lessor: Nye County School District  
484 S. West Street  
Pahrump, Nevada 89048

Lessee: Great Basin College  
551 E. Calvada Blvd.  
Pahrump, Nevada 89048

19. **PARTIAL INVALIDITY.** If any term, provision, covenant or condition of this Lease Agreement should be determined by a court of competent jurisdiction to be invalid, void or unenforceable, all other provisions, covenants and conditions of this Lease Agreement not held or construed to be invalid, void or unenforceable shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby.

20. **ENTIRE AGREEMENT.** This Lease Agreement shall constitute the entire agreement between the Parties. Any prior understanding or representation of any kind preceding the date of this Lease Agreement shall not be binding upon either Party except to the extent incorporated in this Lease Agreement.

21. EXECUTION BY LESSOR AND LESSEE. The Party or Parties executing this Lease Agreement on behalf of the Lessor and Lessee warrant and represent that such executing Party or Parties has complete and full authority to execute this Lease Agreement on behalf of the Lessor and Lessee.

22. MODIFICATION OF LEASE AGREEMENT. Any modification of this Lease Agreement or additional obligations assumed by either Party in connection with this Lease Agreement shall be binding only if approved by the Parties and evidenced by a written addendum hereto.

23. PARAGRAPH HEADINGS. The titles of the paragraphs of this Lease Agreement are provided solely for the convenience of the Parties and shall not be used to explain, modify, simplify or aid in the interpretation of the provisions of this Lease Agreement.

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LESSOR:

NYE COUNTY SCHOOL DISTRICT

By: \_\_\_\_\_  
Raymond Ritchie,  
Chief Operating Officer

Dated: \_\_\_\_\_

SUBSCRIBED AND SWORN to before  
me this \_\_\_\_ day of \_\_\_\_\_, 2018,  
by Raymond Ritchie.

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

LESSEE:

GREAT BASIN COLLEGE

By: \_\_\_\_\_  
Sonja Silbert  
Vice President for Business Affairs

Dated: \_\_\_\_\_

SUBSCRIBED AND SWORN to before  
me this \_\_\_\_ day of \_\_\_\_\_, 2018,  
by Sonja Silbert.

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