

Co-Operate On Water Lease Agreement

THIS LEASE is made and entered into this ____ **day of** _____ between the Henderson Chamber of Commerce Foundation (HCCF), dba Co-Operate on Water (“Landlord”) and _____ (“Tenant”).

Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, on the terms and conditions hereinafter set forth, _____, located at 112 South Water St., Henderson, Nevada 89015 (the “Property”).

1. **TERM.** The term of this Lease shall be DAILY / MONTHLY , commencing on the ____ day of _____ 2018.
2. **RENEWAL.** This lease may be terminated by giving written notice to the Landlord within ten (10) days prior to the end of the previous month. The rent shall be that amount of rent set forth below prorated for that portion of the month that Tenant occupies the Property. Landlord can also give ten (10) days written notice to the tenant to terminate the lease. Monthly Memberships auto-renew on the 1st of each month.
3. **RENT.** Tenant agrees to pay to Landlord a total rent of \$ _____ **per month** during the Term of this Lease, unless sooner terminated, and for any extension thereof (the Rent). **Rent is due on the 1st day of each month during the term thereof.** Landlord shall pay all expenses for utilities and maintenance of common areas. Rent shall be made payable to Henderson Chamber of Commerce Foundation. **In the event rent is not paid within five (5) days of above mentioned due date, Tenant agrees to pay a late charge of 5% of the current rental amount. Tenant further agrees to pay an additional \$100 fee for every dishonored bank check.**
4. **USE.** The Tenant shall use the Property for the following: Conduct its business as _____. Tenants conducting business in the City of Henderson are required to have a City of Henderson business license.
5. **CONTENTS INSURANCE.** Tenant, at its sole cost and expense, agrees to keep the Property insured for all contents that belong to _____. Landlord is not responsible for Tenant’s personal or business property.
6. **SURRENDER AT END OF TERM.** On the last day of the Term, or sooner upon termination of this Lease, Tenant agrees to surrender to Landlord the Property and appurtenances to the Property in as good condition as when received, reasonable use and wear thereof and damage by fire, act of God or by the elements excepted, and to remove all of the Tenant’s belongings from the Property.
7. **NONLIABILITY OF OWNER FOR DAMAGES.** This Lease is made upon the express condition that Landlord and Wells Fargo Bank shall be free from all liability and claim for damages by reason of any injury to any person or persons, including Tenant, or Property of any kind whatsoever and to whomsoever belonging, including Tenant, from any cause or causes whatsoever while in, upon, or in any way connected with the property or the sidewalks adjacent thereto during the Term of this Lease or

any extension hereof and any occupancy hereunder, unless caused by the Landlord's gross negligence or misconduct.

8. LIABILITY INSURANCE FOR ASSIGNED USERS. During the Term of this Lease, Tenant shall at its sole cost and expense, maintain comprehensive general liability insurance on Tenant's insurable interest in the Property insuring Landlord against all liability arising out of this Lease or the use and occupancy of the Property. Such insurance shall be in the amount not less than Five Hundred Thousand Dollars (\$500,000) combined single limit for injury to and/or death to one of more persons in an occurrence, and for the property damage to tangible property in and occurrence. The insurance policy shall insure against hazards arising from the Property and operations conducted in and on the Property by Tenant and claims and action by or against or involving Tenant. Such insurance policy shall name both Landlord and Wells Fargo Bank as additional insured.
9. ASSIGNMENT OR SUBLETTING. Tenant shall not have the right to assign or sublet this Lease or any part of the Property, without the written consent of the Landlord. The giving or any consent by Landlord shall not be deemed to be consent to any subsequent assignments.
10. REMEDIES OF OWNER ON DEFAULT. In the event of a breach of this Agreement, the non-breaching party shall provide five days written notice of intent to terminate for breach to the breaching party and opportunity for breaching party to cure. If breaching party fails to cure within five days after receipt of notice, non-breaching party may terminate. In the event of any breach of this Lease by Tenant, then Landlord, besides other rights or remedies it may have, shall have the immediate right of re-entry and may remove all persons and property from the Property; such personal property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of, Tenant. Should Landlord elect to re-enter, as herein provided, or should it take possession pursuant to legal proceedings, or pursuant to any notice provided for by law, it may either terminate this Lease or it may from time to time, without terminating this Lease, re-let the Property or any part thereof, for such term or terms (which may be for a term extending beyond the Term of this Lease) and at such rental or rentals and upon such other terms and conditions as Landlord in its reasonable discretion may deem advisable.
11. ENFORCEMENT COSTS. The defaulting party shall pay all costs incurred by the non-defaulting party to enforce the terms of this lease, regardless of whether an action is commenced at law or in equity, which costs include but are not limited to court costs and reasonable attorney fees.
12. NOTICES. All notices to be given to either party hereunder shall be given in writing by personal service, or by registered United States mail, to the address of the parties as shown below, until notified in writing of any change of address.
13. HOLDING OVER. Any holding over after expiration of the said term, with the consent of the Landlord, shall be construed to be a tenancy from month-to-month, at

rental equivalent to the rental paid for the last month of the lease, and shall otherwise be on the terms and conditions herein specified, so far as applicable.

14. BINDING ON SUCCESSORS. The covenants and conditions herein contained shall apply to and bind the heirs, successors, executors, administrators, and assigns of all of the parties hereto; and all of the parties hereto shall be jointly and severally liable hereunder.

15. APPLICABLE LAW. This lease shall be governed by and interpreted according to the laws of the State of Nevada. Each party submits to the jurisdiction of all courts, whether Federal or State, within Nevada, and agrees that any action pertaining to this lease shall be brought in a court in Nevada.

LANDLORD:

TENANT:

Henderson Chamber of Commerce Foundation
112 South Water Street
Henderson, Nevada 89015

BY: Damon Hunter
Foundation Manager

HCCF

BY:

Credit Card Authorization:

Name on Card: _____

Type of Card: _____

Card Number: _____

Card Expiration: _____

Card Security Code: _____