



0216698

TWO (2) YEAR LEASE

This lease is entered into this 20th day of January, 2011, by and between EUREKA COUNTY, a political subdivision of the State of Nevada, by and through its Board of County Commissioners, hereinafter "COUNTY" or "LESSOR", and Eureka Veterinary Clinic, LLC, P.O. Box 618, Eureka, Nevada, 89316, hereinafter "LESSEE".

County hereby leases to LESSEE those certain premises situate in the County of Eureka, State of Nevada, commonly known as the Eureka County Diagnosis & Treatment Center (the "Center") 180 South Main Street, Eureka, Eureka County, Nevada, on the following terms and conditions:

1. **Term of Lease:** This lease extends for two (2) years, to Monday, January 21, 2013. This lease shall not renew automatically for any additional lease term.
2. **Rent:** LESSEE agrees to pay COUNTY as rent for the leased premises the sum of One Hundred Dollars (\$100.00) per month with the payments due and payable on or before the first day of each month beginning February 1, 2011 with the last payment of \$100 due on or before January 1, 2013. There is no security deposit.
3. **Use:** The leased premises shall be used as a small animal veterinary clinic, and LESSEE shall not permit the leased premises or any part thereof to be used for: (a) the conduct of any offensive, noisy, and dangerous activity that would increase the premiums for fire or liability insurance on the leased premises; (b) the

creation or maintenance of a public nuisance; or (c) any activity which is against any laws or rules or regulations of any public authority at any time applicable to the leased premises.

4. **Utilities:** All utility charges are the sole responsibility of LESSEE.

5. **Taxes:** All taxes, including real property taxes, are the sole responsibility of LESSEE.

6. **Indemnification:** LESSEE agrees to indemnify and hold COUNTY and the property of COUNTY, including the lease premises, free and harmless from any and all liability for injury to or death of any person, including LESSEE, family members of LESSEE, or agents and invitees of LESSEE, or for damage to property arising from the use and occupancy of the leased premises by LESSEE, or from the act or omission of any person or persons, including LESSEE and family members, agents, or invitees of LESSEE in or about the leased premises with the express or implied consent of LESSEE. LESSEE shall include EUREKA COUNTY as an additional insured on the insurance policy for LESSEE's business, if any. LESSEE understands and agrees LESSEE is responsible for losses suffered, by whatever cause, to the inventory, personal property, and profit or business loss of LESSEE.

7. **Condition of Premises:** LESSEE stipulates that LESSEE has examined the leased premises as well as all the buildings and improvements located thereon, and they are all, at the date of this lease, in fair order.

8. **Maintenance of Premises:** LESSEE shall be responsible for maintaining the leased premises and grounds in a good and clean condition, and on expiration or sooner termination of this lease shall surrender the premises to COUNTY in as good condition as they are on the date of this lease, reasonable wear and tear and damage by the elements excepted.

9. **Subletting:** LESSEE shall not assign this lease or sublet the leased premises or any interest therein or allow occupancy by any other party. Any such assignment, subletting, or occupancy by another party is void and any such attempt to assign, sublet, or allow occupancy by any other party is cause for termination of this lease.

10. **Termination of Lease:** This lease terminates January 21, 2013, but may be terminated sooner at option of COUNTY upon the occurrence of any of the following:

- A. Default in the payment of rent, taxes, or utilities for a period of five (5) days after notice of such default; or
- B. Default of any other provision of this lease and failure to correct same.

This lease may be terminated before January 21, 2013, at option of LESSEE upon written notice at least thirty (30) days in advance of LESSEE's departure from the premises.

11. **Entry by County:** COUNTY or its authorized agent shall have the right to enter the leased premises in the following cases:

- A. In event of emergency;
- B. To make necessary or agreed repairs or maintenance; or
- C. To inspect the premises to determine if the premises are being maintained in a safe and clean condition and are not being damaged.

12. **Attorney fees:** The party prevailing in any litigation arising out of this lease shall be entitled, in addition to such other relief as may be granted, the costs of suit and a reasonable attorney fee.

13. **No Continuing Waiver:** Any waiver by COUNTY of any breach of any provision of this lease shall not constitute a continuing waiver or a waiver of any subsequent breach of the same or a different provision of this lease.

14. **Time of the Essence:** Time is declared expressly to be of the essence in this lease.

15. **Sole and Only Agreement:** COUNTY and LESSEE agree this instrument contains the sole and only agreement between them concerning the leased

premises and correctly sets forth their rights and obligations to each other concerning the leased premises as of its date.

EXECUTED and in force as of the 20th day of January, 2011, in Eureka, Nevada.

COUNTY/LESSOR:

Approved by the Board at a duly noticed and regularly scheduled meeting on the 20th day of January, 2011.

By Leonard J. Fiorenzi
Leonard J. Fiorenzi, Chair

ATTEST:

Jackie Berg
Jackie Berg, Clerk

LESSEE:

Darla Baumann
Eureka Veterinary Clinic, LLC
Darla Baumann