

61340

CONTRACT NO. 66 977

THIS RENTAL AGREEMENT is made this 29th day of November, 1977
 between YOUNG ELECTRIC SIGN COMPANY, of 1500 Glendale
 Street, City of Sparks, State of Nevada, Zip 89431
 hereinafter called "Lessor," and Albert and Eddie Hammond dba: Sundown
 a sole proprietorship ☐ of Block 36 Main Lodge
 partnership ☒ City of Eureka Street
 corporation ☐ State of Nevada, Zip 89316, hereinafter called "Lessee."

WITNESSETH:

- A. LESSOR WILL, at its own cost, manufacture and install, or, where appropriate, otherwise furnish to Lessee, the display described on the back hereof and hereafter called the "SIGN" and hereby does lease or rent the same unto Lessee for the term, use and rental, and under the conditions, hereafter set forth; and Lessee agrees to pay the rental when due and to comply with all of the terms and provisions hereof upon his part to be performed.
- B. THE TERM of this lease shall be 60 consecutive calendar months, commencing on the first day of the month immediately following installation of the SIGN, plus that part-month remaining, after installation, in the calendar month of installation. If the SIGN cannot, for any reason other than fault of Lessor, be installed on the premises for which it was ordered when Lessor is ready to install the same, the term of this lease shall commence when Lessor is ready to install the SIGN.
- C. LESSEE WILL PAY LESSOR \$ 188.92 per month, plus sales tax, where applicable, for each and every calendar month during the term of this lease, and a pro-rata portion thereof for the initial partial month. All rentals shall be paid in advance at the office of Lessor and shall be payable, except as herein otherwise provided, whether or not the sign shall be used or operated by Lessee.
- D. AS PART SECURITY for the performance by Lessee of his obligations hereunder, the sum of \$ 566.76 is to be deposited by Lessee with Lessor. In the event Lessee shall have performed all of his obligations hereunder, such deposit is to be returned.
- E. ALL TERMS AND CONDITIONS ON THE INSIDE PAGES AND BACK HEREOF ARE A PART OF THIS AGREEMENT AND LESSEE REPRESENTS THAT HE HAS READ THE SAME.

THIS IS NOT A SALES CONTRACT AND TITLE TO THE SIGN DOES NOT PASS TO LESSEE AT THE END OF THIS AGREEMENT.

Salesman Brent Tyler
 Accepted for YOUNG ELECTRIC SIGN COMPANY
 By W. L. D. Hume

CUSTOMER Albert and Eddie Hammond
Eddie H. Hammond

Performance by Lessee is unconditionally guaranteed the undersigned.

Contractor License No. 780

208/6M 7/78

(Description of Sign)

BOOK 62 PAGE 196a

YESCO

DESCRIPTION

LOCATION: ACTUAL SIGN LOCATION - NOT BILLING ADDRESS.

ADDRESS Main Street CITY Eureka STATE Nevada

TYPE-SIZE: VERTICAL, HORIZONTAL, ON HOOP, POLE, ON BLDG, D. FACTS, 5 FACED "V" TYPE, MARQUEE, GULLTYPE OR GLASS, RACING, MOUNTING MATERIAL, GIVE MEAS, LOC ON BLDG, FT, ABOVE GROUND, ETC.

One 22' x 11' D/F pylon sign

COPY:

[illegible]

ANIMATION: SPECIFY TYPE (MECH. &/OR ELECT.), FREQUENCY, EFFECTS DESIRED, NO. GLOBS/WATTS/VOLTS/COLOR, NO. TUBES/
MM/MA/COLOR, SIZES, ETC.

None

BORDERS-LIGHTING: OUTSIDE? INSIDE? FOOTAGE? COLOR / WB / BB? DESCRIBE INSTALLATION, LIGHTING, PICTURES?
ETC. EXPLAIN IN DETAIL

Sunset neon rays

PAINT: BACKGROUND? RACKWAY? BORDERS? EDGE OF SHIRT? HEM? POLE? LETTER FACE? OUTLINE? SHADE? FACE & EDGE OF R.M.
LETTERS? FINISH (FLAY, GLOSS, ETC.) SPECIAL PICTURE WORK, PLAIN EFFECT, ETC.!!

Cabinets

MISC. NOTES: Due to the fact this contract extends beyond our standard 3 year program, it is hereby agreed that if at the end of the first 3 years the cost of wages paid by VESCO has increased by an amount greater than 5% that the maintenance portion of the monthly payments of this agreement, \$27.00 per month, will be renegotiated to reflect the cost of increase of labor for the remaining period of time. Hook up to adequate electrical leads furnished outside by others to within 10' of sign location on building as supplied to base of a pole installation.

☒ MFG. & INSTALL ☐ REMODEL ☐ REWRITE WITH ADDITIONS ☐ REWRITE NO ADDITIONS
☐ REMOVE OLD SIGN & _____

LEASE TERMS AND CONDITIONS

1. **MAINTENANCE:** So long as Lessee is not delinquent in any of the payments due to Lessor or otherwise in default under the terms of the agreement, Lessee agrees to maintain the SIGN and keep it in good repair without expense to Lessor, except as herein otherwise provided. In the event of damage to or failure of the SIGN to operate resulting from the negligent or intentional acts or omissions of Lessee, its agents or employees, Lessee will pay for the repairs required. When the SIGN requires repair, Lessee shall notify Lessor, in writing, of such fact, and Lessor shall, if practicable, cause the SIGN to be put in proper repair within three days of the receipt of such notice, and if the repair shall be so repaired in such period of time, Lessee shall be entitled to no deduction of rent or other claim for damages or expense thereof. In the event the SIGN shall not be operable, because of fault of Lessor, for a greater period than three days after Lessee has received written notice of the SIGN'S damage, Lessee shall receive credit of a pro-rata share of the monthly rental for every hour over and above such period until the SIGN shall again be in proper working condition, but shall be entitled to no other claim for damages. Neither verbal notice to Lessor nor Lessor's actual knowledge shall constitute a waiver of Lessor's right to receive said written notice.

2. **INSPECTION:** No later than 15 days after receipt of the first billing from Lessor for the rental provided herein, Lessee will inspect the SIGN. In the event Lessee claims that the SIGN does not conform with this agreement or has any defect in manufacture, installation or operation, Lessee shall forthwith, and in no event more than 10 days thereafter, give Lessor written notice specifying the defect or manufacturing claims. In the absence of such notice the SIGN shall be deemed to be acceptable and accepted as installed.

3. **DESTRUCTION OR DAMAGE:** In the event of destruction of or substantial damage to the SIGN, Lessee shall have the right to rebuild the SIGN and extend the term of termination of this agreement for such period of time as shall be required to so rebuild the SIGN, or, at its option, to end the term of this agreement; provided, however, that Lessee shall be responsible for damage to or destruction of the SIGN resulting from the negligent or intentional acts or omissions of Lessee, its agents or employees.

4. **REPOSSESSION:** In the event of failure of Lessee to pay any installment of the rental called for hereunder at the time herein provided, Lessor shall have the right to terminate this agreement and, in addition, to repossess the SIGN and remove the same from the premises without a prior hearing or resort to judicial process. Said right of repossession shall include the right to disconnect the SIGN or otherwise render it unusable. Repossession shall not be construed to be an acceptance of a surrender of this lease, and similar termination nor repossession shall deprive Lessor of the right to recover unpaid rentals and damages for Lessee's breach of this agreement.

The SIGN shall at all times be deemed personal property, and shall not by reason of attachment or connection to any realty become or be deemed a fixture or appurtenance to such realty but shall at all times be removable therefrom, and shall be removed at all times the property of Lessor, free of any claim or right of Lessee, of the person to whose property said SIGN may have been affixed or the creditors of either.

5. **CANCELLATION:** It is mutually recognized that the SIGN is not an article of general trade or utility, but is designed and to be constructed, installed and maintained at the request and for the special distinctive use and purposes of Lessee, that the SIGN is of no value to Lessee except as so used, and that it is a material consideration to Lessee in entering into this agreement that Lessee shall continue to use the SIGN as contemplated. In the event of the breach or termination of this agreement by Lessee for its own purposes or convenience, the obligation to pay the rental of the remaining unpaid rentals to become due hereunder shall, without notice, accelerate and the entire balance of said rentals shall be immediately due and payable in full. In the event of such breach or termination, this provision shall control over the provisions of paragraph 10 hereafter.

6. **DEFAULT:** Lessee agrees that in the event it shall be in default in the payment of any rental when due, or shall fail to perform any other of its obligations hereunder, or bankruptcy, receivership, assignment for benefit of creditors or other insolvency proceedings are commenced by or against Lessee, Lessee shall, without notice, immediately be indebted to and hereby agree to pay Lessor forthwith, in addition to the full rental for the period prior to the breach and for such time as Lessee shall retain possession of the SIGN, liquidated damages for its breach hereunder in an amount equal to three-fourths of the rental, including sales tax, payable hereunder for the balance of the term of this lease. The parties hereto agree that in such event, the said three-fourths of the balance of the rental payable hereunder is and will be fair and reasonable compensation for the damage to Lessee arising from such breach by Lessee. It is understood that in the event Lessee cancels the agreement before the layout or fabrication of the SIGN has been commenced, it will pay to Lessor its liquidated damages for the breach of the agreement an amount equal to one-fourth of the total of this agreement. The agreement to pay such liquidated damages shall be in addition to any other remedy given Lessor herein or by law.

In the event this Agreement is placed by Lessee in the hands of an attorney after default for enforcement of collection, Lessee agrees to pay all collection costs, together with reasonable attorney's fees including without limitation fees for the successful defense of any counterclaim or cross-claim.

Term of the term of this Agreement. Acceptance by Lessee of a late payment shall not be construed as a waiver of Lessee's right to have each subsequent payment made on the due date thereof. All overdue payments shall bear an annual interest rate which is the highest rate allowed by state law and on the following states shall be Utah 18%, Nevada 15%, Idaho 10%, and Wyoming 10%. These amounts shall change automatically to conform to changes in state law.

7. **HOLDING OVER:** Upon termination of this lease agreement, or any extension thereof, Lessee shall have and retain the right to remove the SIGN from the premises upon which it is installed. Any holding over or use of the sign by Lessee after the termination of this agreement shall be deemed to be a renewal of this agreement on a month to month basis on the same terms and conditions as provided herein.

8. **SCOPE OF SALESMAN'S AUTHORITY:** This agreement contains all of the covenants between the parties hereto pertaining to the SIGN and no representations made by Lessor's salesman shall be binding unless incorporated herein in writing.

This agreement, although signed by a sales representative of Lessor, shall not be binding upon Lessor for any purpose until the same is countersigned by an executive officer of Lessor.

9. **VENUE AND JURISDICTION:** Venue of any action under this Agreement brought in the State of Utah shall be in Salt Lake County, brought in the State of Nevada shall be in Clark County, Washoe County or Elko County, brought in the State of Idaho shall be in Bonanza County or Ada County, brought in the State of Wyoming in Teton County, or brought in the State of Arizona shall be in Mohave County as Lessee may choose. Any litigation regarding this contract which relates to the negotiation of the contract or the installation or maintenance of a sign may only be brought in the State of Utah, State of Idaho, State of Nevada, or State of Arizona. It is expressly agreed by the Lessee that any dispute regarding contracts or signs in other states may only be litigated in the State of Utah.

10. **MISCELLANEOUS:** This agreement is made by Lessee upon the condition that the performance by Lessee shall be subject to delay by strikes, lockouts, fires, unforeseen commercial delays, destruction, acts of God, or governmental regulations.

Under any circumstances in which this agreement creates a security interest, the security interest of Lessor attaches to the SIGN and its component parts as well as each component part, or material for its fabrication, is selected for use in the construction or installation of the SIGN.

Mercury Neon lights do not retain a perfect color during extremely cold weather, in such times turning to a different color or dimming. This is inherent in the sign and cannot be prevented. Lessor will not be responsible for radio or TV interference.

All the terms and conditions herein shall be binding upon and there to the benefit of the successors, assigns and legal representatives of the respective parties. Lessee will not assert against an assignee, pledgee or transferee of this agreement, any claim Lessee has or may have against Lessor.

In no event shall Lessor be liable for incidental or consequential damages resulting from any breach of this agreement.

Lessee understands and acknowledges that governmental permission is required to install and maintain SIGNS may be held to be revocable and may be revoked or terminated. Such revocation shall not terminate this agreement or release Lessee from the obligation to pay the rentals provided herein.

Costs incurred in complying with federal, state, or local government regulations, will of necessity be charged to Lessee.

11. **ADDITIONAL WORK:** In the event Lessee shall encounter cables, hardpan, rock, potholes, other overhead or underground obstructions, etc., it shall not be part of this Agreement and should the above occur in any instance Lessor will perform the work necessary to install and maintain signs which shall be then paid to the Lessee.

Young Electric Sign Company or its agents will not be responsible to the Lessee or any other third party for any damage to underground pipes, sewer lines, sprinkling systems or any undetectable overhead or underground obstructions unless notified in writing that such obstructions exist. Lessee hereby assumes full responsibility for such items. Young Electric Sign Company will not be responsible for any damage to above ground improvements such as asphalt, concrete driveways, sidewalks, curbs, etc. resulting from the installation, removal or maintenance of a sign.

12. **LESSEE'S SPECIAL DUTIES:** Lessee will obtain for, does warrant to, and will maintain for Lessee full rights, including rights of access, ingress and egress, to install and maintain the SIGN on the premises for which it is ordered, and to disconnect, render unusable and/or remove the same therefrom free and clear of any or encumbrances. Lessee will indemnify Lessor against and hold Lessor harmless from damage or expense resulting from a breach of these provisions.

At its own expense Lessee is to furnish power lines and electrical controls of suitable capacity to operate the SIGN and to install the same as designated by Lessor ready and in place for connection to the SIGN, and pay all charges for electrical current. Unless specifically provided herein to the contrary, Lessee shall provide all necessary reinforcements to the building on which the SIGN is installed.

RECORDED AT THE REQUEST OF Young Electric Sign Co.
 on December 9 1977 at 5.00 min. post 3 P. M. in
 Book 62 OF OFFICIAL RECORDS, page 196-198 RECORDS OF
 EUREKA COUNTY, NEVADA. WILLIS A. DePAOLI Recorder
 File No. 64340 Fee \$ 5.00

64340

BOOK 62 PAGE 198