Town Consent: 3-D

AGENDA INFORMATION FORM
FOR THE
TONOPAH TOWN

AGENDA ITEM:
Discussion, deliberation and possible action to renew Outdoor Mural Space Lease Agreement with Tonopah Main Street for one (1) year in the amount of $4,800.00.

PETITIONER: (Name, Address, Phone Number, E-mail)
Tonopah Main Street

BACKGROUND OF ACTION ITEM REQUESTED:
See Lease Agreement attached. This lease agreement has been renewed yearly since 2021

FISCAL IMPACT:
$4,800 for 1 year lease. January 1,2027 through December 31, 2027

Please note: Due to posting requirements, all agenda items must be turned in by 12:00 noon five working days (Wednesday) prior to the day of the scheduled meeting or by 12:00 noon six working days (Tuesday of the prior week) if a holiday falls prior to the meeting.

NOTE: (The days in parentheses are for regular scheduled Town Board meetings which fall on the second and fourth Wednesday of each month)

In order to facilitate the review and consideration of an agenda item presented to the Tonopah Town Board/Tonopah Library District Board of Trustees, please include all documents or any relevant material or information with your request.

Signature: **Date:**

Request taken by: **Date:**

IF SUBMITTING A HANDWRITTEN FORM PLEASE WRITE LEGIBLY.
SUBMIT COMPLETED FORM AND ANY APPLICABLE BACKUP TO:
townoftonopah@frontiernet.net
OR DROP OFF AT THE TOWN OFFICE
IF YOU HAVE ANY QUESTIONS CONTACT THE TOWN OFFICE AT:
775-482-6336

FOR OFFICE STAFF USE ONLY:

DATE OF MEETING:
AGENDA THIS ITEM IS TO BE PLACED ON:

775-482-4017
TonopahMainStreet@gmail.com
www.TonopahMainStreet.com

130 S. St. Patrick Street
P.O. Box 82
Tonopah, NV 89049

Outdoor Mural Space Lease Agreement
"Union Plaza"

1. DESCRIPTION: The Lessor ***Tonopah Main Street*** hereby leases and grants to Lessee ***Town of Tonopah*** the right to erect one (1) sign for a mural onto the "mural billboard" (14' x 28'), located at 119 N. Main Street, Tonopah, Nevada, commonly known as "Union Plaza".

2. USE: The "mural billboard" will be used exclusively for one mural. Lessee agrees that the design of the mural will not include content that may be false, misleading, deceptive, offensive to the moral standards of the community, may induce a violation of existing law, may result in the creation of new laws or regulations designed to restrict outdoor advertising or the outdoor advertising industry, or which in any way reflects adversely on the character, integrity or standing of any person or business.

3. TERM: The term will commence on **January 1, 2027**, and continue to **December 31, 2027**.

- ☐ Lease for 12 months – Paid in full at beginning of lease term; advance rate: $4,800.00 (equals discounted rate of $400/month)
- ☐ Lease for 12 months – Paid monthly; monthly rate: $500.00

4. BILLINGS AND PAYMENTS: Payment must be made in advance, payable by personal check, cashier's check, or money order to *Tonopah Main Street, P O Box 82, Tonopah, NV 89049*.

5. DEFAULT: If Lessee fails to deliver to Tonopah Main Street any payment when due or fails to perform any other obligation herein, or bankruptcy, receivership, or other insolvency proceedings are commenced by or against it (collectively "default"), Lessor may terminate this agreement without notice.

6. LOSS OF DISPLAY AND INTERRUPTION OF SERVICE: Lessee acknowledges that Tonopah Main Street's billboard location may be subsequent to the terms and conditions of various ground lease contracts and state or local permits.

Lessor agrees that its officers, employees, or any other persons acting on behalf, shall not place or maintain any object or structure which would materially obstruct the view of the Lessee's sign from Tonopah Main Street unless required to do so to comply with applicable laws. If visibility of Lessee's sign is materially obstructed or materially impaired in any way or if the value of such sign is materially diminished by reasons of diversions or reduction of vehicular traffic, or if the use of any such sign is prevented or restricted by law, or stolen, the Lessee may at its option terminate the lease and receive adjustment for all periodic rent paid for the unexpired term.

7. IMDEMNIFICATION: Except to the extent of Tonopah Main Street's negligence or willful misconduct, the Lessee shall indemnify, defend and hold the Lessor and its officers, directors, employees, and agents harmless from any and all damage, loss, cost, expense, liability and claims, including without limitation, reasonable attorneys' fees and court cost, arising from the existence of the sign on the property including acts of God and acts of its agents, employees or others employed in the construction, maintenance, repair or removal of the signs on the property, and any default on the part of the Lessee to be performed pursuant to the terms of the Lease.

8. DISPUTES: Both parties agree to resolve any claims or disputes that arise in good faith. If unsuccessful for any reason, Tonopah Main Street's sole option and upon written notice to Lessee, such claims or disputes may be submitted to formal mediation with each party to pay one-half of the costs. In the event of litigation, the venue of any action shall be in Tonopah, NV. This agreement shall be governed and construed in accordance with Nevada law, without regard to its conflict of laws and provisions. Tonopah Main Street shall not be liable for incidental or consequential damages, including lost profits, irrespective of cause or theory. If Tonopah Main Street places this agreement with a collection agency or an attorney for collection or enforcement, Lessee shall pay all costs and expenses resulting therefrom, including reasonable attorneys' fees.

9. AGENCY IS RESPONSIBLE: If this agreement is executed for Lessee by an agency, the Agency warrants and represents that it is fully authorized to enter into this agreement for and on behalf of Lessee. Agency hereby agrees to be jointly and severally liable with Lessee for the full and faithful performance of Lessee's obligations under this agreement.

10. BROKERING: Brokering of Tonopah Main Street's outdoor mural space is prohibited. Agency agrees that this agreement is executed on behalf of the lessee listed for the full term of the agreement.

11. MISCELLANEOUS PROVISIONS:

A. Payment includes mural space rental and maintenance (not to include illumination).
B. Maintenance will be provided for all repairs pertaining to the mural billboard and its structure only. Lessee will be liable for maintaining the mural thereon.
C. If any part of this agreement is found invalid or unenforceable, that part will be amended to achieve as nearly as possible the intent and economic effect of the original provision, and the remaining provisions shall continue in full force and effect.
D. Removal of vinyl/advertising on the billboard at the end of the lease term is the responsibility of Lessee. Tonopah Main Street or any other parties are not responsible for damage or removal of the vinyl/advertising after the end of the lease term.

12. RENEWAL: The intent to renew this agreement shall be provided by the Lessee, in writing, no later than 60 days before the expiration of this agreement.

IN WITNESS WHEREOF, LESSEE ACKNOWLEDGES THAT THIS DOCUMENT HAS BEEN READ, IS UNDERSTOOD, AND AGREES TO BE BOUND BY THE SAME

Accepted for: Tonopah Main Street	Accepted for: Town of Tonopah
By:	By:
Printed Name:	Printed Name:
Title:	Title:
Date Signed:	Date Signed: