

CITY OF SPARKS, NEVADA
and the
RENO RODEO FOUNDATION
AMENDMENT TO THE LEASE AGREEMENT DATED FEBRUARY 25, 2013

February 12, 2018

WHEREAS, on February 25, 2013, LESSOR and LESSEE entered into a five-year lease agreement for the premises commonly known as the Gandolfo Rodeo Arena, which gave LESSEE the option to renew the lease for an additional five-year term; and

WHEREAS, LESSEE has provided more than sixty (60) days' written notice of its decision to exercise its option to renew the lease for an additional five-year term, LESSEE is not in default of any provision of the lease agreement, and LESSOR's Director of Parks and Recreation has approved the renewal as required by the lease agreement; and

WHEREAS, LESSEE's mailing address has changed during the initial lease term; and

WHEREAS, LESSOR unintentionally and without fault overcharged LESSEE for electricity and water services during the initial five-year term, and justice and the Parties' initial intent requires amending the utilities provisions of the lease agreement to account for these overcharges;

NOW, THEREFORE, for and in consideration of the covenants and agreements herein contained and for other valuable consideration, the receipt of which is hereby specifically acknowledged, the Parties agree that Paragraph 8 and Paragraph 9 of the lease agreement shall be amended as follows:

8. NOTICES

Any and all notices or demands by or from LESSOR to LESSEE, or LESSEE to LESSOR, shall be in writing, served personally or by mail.

LESSOR: City of Sparks
Parks and Recreation Director
P.O. Box 857

LESSEE: Reno Rodeo Foundation
~~500 Ryland, Suite 200~~ 59 Damonte Ranch Parkway, Suite B-441
Reno, NV ~~89502~~ 89521

9. TRASH AND UTILITIES

A. ~~LESSOR LESSEE~~ shall pay when due all charges for electricity furnished and supplied by Meter No. 148798, ~~unless said charges are incurred by LESSOR.~~

B. ~~LESSOR LESSEE~~ shall pay when due all charges for water usage on Meter No. 29 597891 ~~unless said charges are incurred by LESSOR.~~

C. LESSEE shall pay for all garbage and trash removal which exceeds the on-site capacity currently provided by the LESSOR.

IN WITNESS WHEREOF, The City of Sparks and Reno Rodeo Foundation have caused these present to be duly executed by their representatives this _____ day of _____, 2018.

Reno Rodeo Foundation

City of Sparks



Clara Andriola, Executive Director

Geno Martini, Mayor

Attest:

Approved as to Form:

Teresa Gardner, City Clerk

Chester Adams, City Attorney