

Item # 4-3C

City of Carson City
Agenda Report

Date Submitted: September 23, 2008

Agenda Date Requested: October 2, 2008
Time Requested: Consent Agenda

To: Mayor and Supervisors

From: Parks and Recreation Department

Subject Title: Action to approve the revised use agreement between Carson City and the High Sierra Radio Control Club, Inc.

Staff Summary: The current use agreement in force was initiated in 2001 (Exhibit A), and the revised use agreement (Exhibit B) is presented in order to update the current agreement and also to provide more specific language in regard to liability at the facility. The District Attorneys Office has reviewed and approved this version, the board of the High Sierra Radio Control Club has endorsed it, and the Parks & Recreation Commission voted unanimously to recommend approval by the Board of Supervisors at their meeting held on September 2, 2008.

The following are highlights of the proposed revisions;

1. On Page 1, the Witnesseth section of the current agreement in force, the facility is referred to as both the Pony Express Airpark, and also the Carson City Radio Controlled Flying Field. In the revised agreement the facility is only referred to as the Pony Express Airpark.
2. Beginning on Page 2, Section 4, Restriction on use, in the current agreement it states on the last sentence of the page "HSRCC agrees to accept and assume liability for any negligent or intentional acts by any person or persons when HSRCC is present and in control of the facility." In the revised version we changed the language to read "HSRCC agrees to accept and assume liability for any negligent or intentional acts or any claims incurred during any organized or scheduled club events or activities when HSRCC has control of the facility, and when the general public (non-HSRCC members) are restricted from the use or access to the asphalt runway and/or any of the model airplane flying facilities." To summarize the proposed change, the club felt strongly that the liability clause was unfair in that it inferred that any individual member of the club on site could be held personally liable for any random illegal act by a member of the general public. Staff agreed, and changed the language to read that the club was liable only during their scheduled organized events and activities at the facility, and not during all open hours when non-members who can show proof of adequate liability insurance may use the facility.
3. On Page 3, Section 6, Serving of Notices, we eliminated names of individuals as contact persons, since the names of individuals serving in positions for both parties tend to change during the course of the agreement.

Type of Action Requested: (check one)

- Resolution Ordinance
 Formal Action/Motion Other (Specify)

Does This Action Require A Business Impact Statement: Yes No

Recommended Board Action: I move to approve the revised use agreement between Carson City and the High Sierra Radio Control Club.

Explanation for Recommended Board Action: This approval will place the revised agreement in force to replace the previous agreement and make necessary changes to update the agreement for the benefit of both parties.

Applicable Statute, Code, Policy, Rule or Regulation: N/A

Fiscal Impact: N/A

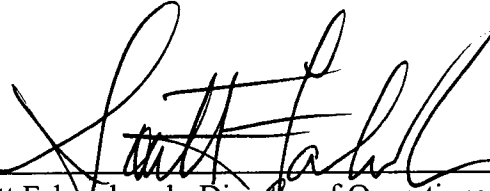
Explanation of Impact: N/A


Funding Source: N/A

Alternatives: Not approve the revised use agreement.

Supporting Material:

- Exhibit A (previous and current use agreement in force between Carson City and the High Sierra Radio Control Club)
- Exhibit B (revised use agreement between Carson City and the High Sierra Radio Control Club)

Prepared By:  **Date:** 9.23.08
Scott Fahrenbruch, Director of Operations/ Parks & Recreation

Reviewed By:  **Date:** 9.23.08
Roger Moellendorf, Parks & Recreation Director

 **Date:** 9.23.08
Larry Werner, City Manager

 **Date:** 9/23/08
District Attorney's Office

Board Action Taken:

Motion: _____ 1: _____ Aye/ Nay
2: _____

(Vote Recorded By)

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USE AGREEMENT FOR HIGH SIERRA RADIO CONTROL CLUB

THIS USE AGREEMENT is made on the 7th day of MAY 2001, by and between CARSON CITY, a consolidated municipality organized under the laws of the State of Nevada, herein referred to as "CITY", and the HIGH SIERRA RADIO CONTROL CLUB, a non-profit corporation organized under the laws of the State of Nevada, herein referred to as "HSRCC".

WITNESSETH:

WHEREAS, HSRCC is desirous of maintaining certain properties owned by the Federal Government and permitted to and possessed by CARSON CITY, known as the PONY EXPRESS AIR PARK, for the purpose of providing recreational facilities and programs such as competitive-recreational radio-controlled flying; and

WHEREAS, CITY deems it beneficial to CARSON CITY and the inhabitants thereof that the Carson City Radio Controlled Flying Field be made available to the general public through the activities organized by HSRCC, and that such an arrangement would provide the least possible financial burden to the citizens of CARSON CITY; and

WHEREAS, HSRCC is willing to provide a substantial portion of the ongoing maintenance and repairs of the premises; and

WHEREAS, CITY believes that this arrangement would be in the best interest of the citizens of CARSON CITY:

NOW, THEREFORE, in consideration of mutual covenants contained herein, the parties agree as follows:

1 1. Description of premises. CITY shall permit HSRCC to use the premises and conduct
2 activities hereinafter described on the premises currently know as Pony Express Air Park, 3555
3 Flint Drive, Carson City, Nevada.

4 2. Term. The term of this Agreement shall be for three (3) years to commence on
5 the date first above written, and terminate three (3) years later, unless sooner terminated by a
6 breach of the terms and conditions of this Agreement by HSRCC.

7 The Agreement shall automatically be renewed for successive periods of three (3) years on
8 each anniversary date, unless either party serves by certified mail on the other party a written notice
9 of termination, three (3) month prior to the expiration date. As used herein the words "expiration
10 date" shall refer to the last day of the Agreement or the last day of any extended three (3) year
11 period under the terms of this Agreement.

12 3. Use of premises. HSRCC shall submit any and all Articles of Incorporation and by-laws
13 as they exist at the time of the Agreement to the Carson City Parks and Recreation Director for
14 review and approval prior to commencing this Agreement. HSRCC shall use the premises only
15 in conjunction with its purpose stated in its Articles of Incorporation and by-laws. The primary use
16 of the premises shall be to promote, encourage, and foster recreational and competitive radio
17 controlled flying sports. HSRCC shall not have exclusive use of the premises and hereby
18 understands that CITY will allow other users to also occupy said premises, providing users have
19 A.M.A. membership card or proof of equivalent liability insurance.

20 4. Restriction on use. HSRCC shall not keep, use, or sell anything prohibited by any policy
21 of fire insurance covering the premises, and shall comply with all requirements of the insurers,
22 applicable to the premises, necessary to keep in force the fire and liability insurance. Additionally,
23 HSRCC agrees not to use the premises for any purpose other than those described in paragraph 3
24 of this Agreement. HSRCC agrees to accept and assume liability for any negligent or intentional

1 acts by any person or persons when HSRCC is present and in control of the facility.

2 5. Waste, nuisance, or unlawful activity. HSRCC shall not allow any waste or nuisance on
3 the premises, nor use or allow the premises to be used for any unlawful purpose. HSRCC shall not
4 use the premises for any purpose in violation of any federal state or municipal statute or ordinance,
5 or of any regulation, order, or directive of any governmental agency, as such statutes, ordinances,
6 regulations, orders or directives now exist or may hereinafter provide, concerning the use and
7 safety of the premises. On the breach of any provision hereof by HSRCC, CITY may, at its option,
8 terminate this Use Agreement forthwith.

9 6. Serving of notices. Whenever under this Agreement notice is required to be given by
10 CITY to HSRCC, such notice shall be sent to Robert Brogan, 3276 Kitchen Drive, Carson City,
11 Nevada 89701-6165. Whenever under this Agreement notice is required to be given by HSRCC
12 to CITY, notice shall be sent to Stephen D. Kastens, Carson City Parks and Recreation Director,
13 3303 Butti Way, Building #9, Carson City, Nevada 89701. Service of notice shall be by certified
14 mail, return receipt requested, deposited in the United States Mail. Service of notice shall be
15 complete upon mailing.

16 7. Improvements. All permanent additions, changes, and other improvements, including
17 buildings, directed or placed on the premises shall first be approved by the CITY and remain
18 thereon and shall not be moved therefrom, and at the expiration of this Agreement all such
19 improvements shall be the property of CITY. This section shall not apply to trade fixtures.

20 Any building or buildings hereinafter built on the premises by HSRCC shall be constructed
21 and maintained in compliance with the laws of the State of Nevada, and the fire, building, and
22 health ordinance and rules of CARSON CITY, and shall be built under the inspection and subject
23 to the lawful requirements of the Building Department of CARSON CITY, or of such other agency
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1 or office authorized by law to inspect or make rules covering the erection and inspection of
2 buildings or structures.

3 8. Repairs and maintenance.

4 1. HSRCC, at its own expense, shall do all property maintenance. This
5 shall include caring for all buildings and structures at the site. HSRCC shall be responsible for all
6 refuse disposal. Additionally, all restrooms shall be maintained and supplied by HSRCC.

7 2. The following repairs and upkeep shall be the responsibility of CITY:

- 8 1. Maintenance of access roads;
- 9 2. Grading and drainage mitigation;
- 10 3. Vandalism repair;
- 11 4. Asphalt runway maintenance and repairs;
- 12 5. Weed control as needed.

13 Repair and upkeep by CITY shall be limited to that which is necessary and not caused by the
14 negligence of the HSRCC.

15 9. Utilities. CITY shall be responsible for the monthly service charges for water and sewer
16 utilities and connection fees when such services are installed. HSRCC shall initiate, contract for,
17 and obtain, in its name, all other utility services required on the premises, including, but not limited
18 to, gas, electricity, telephone, water and sewer connection fees, and HSRCC shall pay all charges
19 for those services as they become due. If HSRCC fails to pay the charges, CITY may elect to
20 terminate this Agreement.

21 CITY shall not be liable for any personal injury or property damage resulting from the
22 negligent operation or faulty installation of utility services provided for use on the premises, nor
23 shall CITY be liable for any injury or damage suffered by HSRCC as a result of the failure to make
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1 necessary repairs to the utility facilities.

2 HSRCC shall be liable for any injury or damage to the equipment or service lines of the
3 utility suppliers that are located on the premises, resulting from the negligent or deliberate acts of
4 HSRCC, or the agents or employees of HSRCC, and any and all use under this Agreement.

5 CITY shall be responsible for installation of power.

6 10. Insurance. HSRCC shall be responsible to assure that each entity using the facility shall
7 show evidence of insurance coverage equaling ONE MILLION DOLLARS general liability from
8 Academy of Model Aeronautics, 5151 E. Memorial Drive, Muncie, IN, 47302-9050, or proof of
9 equivalent liability insurance. HSRCC will not be responsible for persons who use the facility
10 without the required liability insurance when HSRCC is not present and in control of the facility.
11 The insurance requirements are posted in clear view for all users of the facility.

12 As a condition precedent to the effectiveness of this Agreement and in partial performance
13 of HSRCC obligations hereunder, HSRCC shall obtain and maintain in full force and effect during
14 the term of this agreement, a policy or policies of liability insurance in a form satisfactory to CITY
15 with minimum limits of ONE MILLION DOLLARS (\$1,000,000.00) combined bodily injury and
16 property damage, insurance or equivalent. The CITY shall be named as an additional insured on
17 such policies.

18 Any policy maintained in conformance with the provisions of the Agreement shall further
19 provide that the same shall not be canceled or coverage reduced until a thirty (30) day written
20 notice of cancellation or amendment has been serviced upon the CITY. Proof of proper insurance
21 must be submitted to the Carson City Risk Manager and the Carson City Parks and Recreation
22 Director annually.

23 HSRCC shall maintain adequate fire and extended casualty insurance on the premises to
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1 cover replacement costs of any property or furnishings placed on the premises by HSRCC.

2 Any policy maintained in conformance with the provisions of the Agreement shall further
3 provide that the same shall not be canceled or coverage reduced until a thirty (30) day written
4 notice of cancellation or amendment has been served upon the CITY.

5 The procuring of such policies of insurance shall not be construed to be a limitation upon the
6 HSRCC's liability, or as a full performance on its part of the indemnification provisions of this
7 Agreement, HSRCC's obligation being, notwithstanding said policies of insurance, for the full and
8 total amount of any damage, injury or loss caused by negligence or neglect or intentional act
9 connected with HSRCC's operations under this Agreement.

10 11. Indemnity and Hold Harmless. HSRCC hereby agrees to indemnify and save harmless
11 the CITY, its officers, employees, and agents from and against any and all liability, loss or damage,
12 the CITY may suffer as a result of any claims, demands, costs, judgments, or damage to the CITY
13 arising out of the negligent or intentional acts or omissions of HSRCC in performing under this
14 Agreement. HSRCC agrees to bear all costs and expenses, including attorney's fees, which CITY
15 may incur as a result of the above-referenced claims. HSRCC shall not have to indemnify the
16 CITY from any acts resulting from CITY's sole negligence.

17 12. Non-liability of CITY for liens and assessments. HSRCC shall indemnify CITY against
18 all liens and charges of any and every nature that may at any time be established against the
19 premises or any improvements thereon or any part thereof as a consequence, direct or indirect, of
20 the existence of HSRCC's interest under this Agreement.

21 13. Encumbrance, assignment, or license. HSRCC shall not encumber, or assign the rights
22 or obligation arising from this Agreement, or any other right or privilege connected therewith
23 without first obtaining the written consent of CITY. A consent by CITY shall not be a consent to
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1 a subsequent encumbrance, or assignment. An unauthorized encumbrance, or assignment, by
2 HSRCC shall be void and shall terminate the Agreement at the option of the CITY. The interest
3 of HSRCC in this Agreement is not assignable by operation of law without the prior written
4 consent of CITY.

5 14. Breach. The failure of HSRCC to comply with each and every term and condition of this
6 Agreement shall constitute a breach of this Agreement. HSRCC shall have ten (10) days after
7 receipt of written notice from CITY of any breach to correct the conditions specified in the notice,
8 or if the corrections cannot be made within the ten (10) day period, HSRCC shall have a reasonable
9 time to correct the default as long as HSRCC commences corrective action within ten (10) days
10 after receipt of the notice.

11 Upon breach of this Agreement by HSRCC, CITY may terminate the Agreement on giving
12 thirty (30) days written notice of termination to HSRCC.

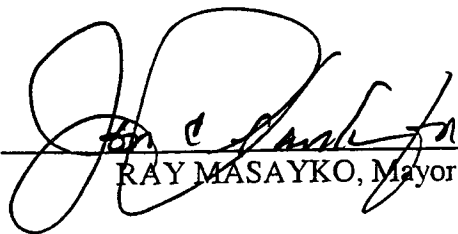
13 15. Succession. Each and all the covenants, terms agreements and conditions contained
14 herein intend and do bind the successors and assigns of the respective parties hereto.

15 16. Independent contractor. It is understood and agreed that this Agreement is not a
16 contract of employment. HSRCC is an independent contractor. HSRCC is not authorized to bind
17 CITY to any contracts or other obligations. CITY shall not be liable for acts of HSRCC or its
18 assistants or employees in performing the duties prescribed herein. Any questions regarding scope
19 of duties or other facets of this Agreement shall be directed to the Carson City Parks and
20 Recreation Director who, in his capacity, has responsibility for the proper performance of this
21 Agreement.

22 IN WITNESS WHEREOF, the said parties have executed this instrument the day and year
23 first above written.

24 CARSON CITY

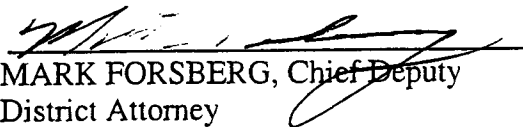
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By 
RAY MASAYKO, Mayor

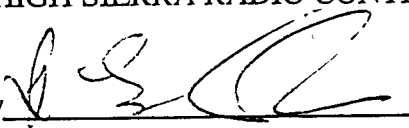
ATTEST:


ALAN GLOVER, Clerk-Recorder

APPROVED AS TO FORM:


MARK FORSBERG, Chief Deputy
District Attorney

HIGH SIERRA RADIO CONTROL CLUB

By 

RAY ENGLISH PRESIDENT 5/7/01
PRINT NAME AND TITLE

SUBSCRIBED and SWORN TO before me
this 7 day of May, 2001.


NOTARY PUBLIC

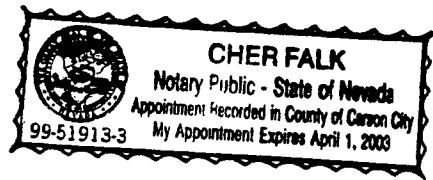
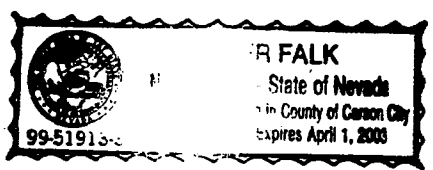


Exhibit B

USE AGREEMENT FOR HIGH SIERRA RADIO CONTROL CLUB, INCORPORATED

1 THIS USE AGREEMENT is made on the _____ day of _____ 2008, by
2
3 and between CARSON CITY, a consolidated municipality organized under the laws of the State
4 of Nevada, herein referred to as "CITY," and the HIGH SIERRA RADIO CONTROL CLUB INC.,
5 a non-profit corporation organized under the laws of the State of Nevada, herein referred to as
6 "HSRCC".

WITNESSETH:

7
8 WHEREAS, HSRCC is desirous of maintaining certain properties owned by the Federal
9 Government and permitted to and possessed by CARSON CITY, known as the PONY EXPRESS
10 AIRPARK, for the purpose of providing recreational facilities and programs such as competitive-
11 recreational radio-controlled flying; and

12 WHEREAS, CITY deems it beneficial to CARSON CITY and the inhabitants thereof that
13 the PONY EXPRESS AIRPARK be made available to the general public through the activities
14 organized by HSRCC, and that such an arrangement would provide the least possible financial
15 burden to the citizens of CARSON CITY; and

16 WHEREAS, HSRCC is willing to provide a substantial portion of the ongoing maintenance
17 and repairs of the premises; and

18 WHEREAS, CITY believes that this arrangement would be in the best interest of the citizens
19 of CARSON CITY:

20 NOW, THEREFORE, in consideration of mutual covenants contained herein, the parties
21 agree as follows:

22 1. Description of premises. CITY shall permit HSRCC to use the premises and conduct
23 activities hereinafter described on the premises currently known as PONY EXPRESS AIRPARK,
24 3555 Flint Drive, Carson City, Nevada.

25 2. Term. The term of this Agreement shall be for three (3) years to commence on
the date first above written, and terminate three (3) years later, unless sooner terminated by a

1 breach of the terms and conditions of this Agreement by HSRCC.

2 The Agreement shall automatically be renewed for successive periods of three (3) years on
3 each anniversary date, unless either party serves by certified mail on the other party a written notice
4 of termination, three (3) month prior to the expiration date. As used herein the words “expiration
5 date” shall refer to the last day of the Agreement or the last day of any extended three (3) year
6 period under the terms of this Agreement.

7 3. Use of premises. HSRCC shall submit any and all Articles of Incorporation and by-laws
8 as they exist at the time of the Agreement to the Carson City Parks and Recreation Director for
9 review and approval prior to commencing this Agreement. HSRCC shall use the premises only
10 in conjunction with its purpose stated in its Articles of Incorporation and by-laws. The primary use
11 of the premises shall be to promote, encourage, and foster recreational and competitive radio
12 controlled flying sports. HSRCC shall not have exclusive use of the premises and hereby
13 understands that CITY will allow other users to also occupy said premises, providing users have
14 A.M.A. membership card or proof of equivalent liability insurance.

15 4. Restriction on use. HSRCC shall not keep, use, or sell anything prohibited by any policy
16 of fire insurance covering the premises, and shall comply with all requirements of the insurers,
17 applicable to the premises, necessary to keep in force the fire and liability insurance. Additionally,
18 HSRCC agrees not to use the premises for any purpose other than those described in section 3 of
19 this Agreement. HSRCC agrees to accept and assume liability for any negligent or intentional acts
20 or any claims incurred during any organized or scheduled club events or activities when HSRCC
21 has control of the facility, and when the general public (non-HSRCC members) are restricted from
22 the use or access to the asphalt runway and/ or any of the model airplane flying facilities.

23 5. Waste, nuisance, or unlawful activity. HSRCC shall not allow any waste or nuisance on
24 the premises, nor use or allow the premises to be used for any unlawful purpose. HSRCC shall not
25 use the premises for any purpose in violation of any federal state or municipal statute or ordinance,

1 or of any regulation, order, or directive of any governmental agency, as such statutes, ordinances,
2 regulations, orders or directives now exist or may hereinafter provide, concerning the use and
3 safety of the premises. On the breach of any provision hereof by HSRCC, CITY may, at its option,
4 terminate this Use Agreement forthwith.

5 6. Serving of notices. Whenever under this Agreement notice is required to be given by
6 CITY to HSRCC, such notice shall be sent to 3276 Kitchen Drive, Carson City, Nevada, 89701.
7 Whenever under this Agreement notice is required to be given by HSRCC to CITY, notice shall
8 be sent to the Carson City Parks and Recreation Director, 3303 Butti Way, Building #9, Carson
9 City, Nevada 89701. Service of notice shall be by certified mail, return receipt requested,
10 deposited in the United States Mail. Service of notice shall be complete upon mailing.

11 7. Improvements. All permanent additions, changes, and other improvements, including
12 buildings, directed or placed on the premises shall first be approved by the CITY and remain
13 thereon and shall not be moved therefrom, and at the expiration of this Agreement all such
14 improvements shall be the property of CITY. This section shall not apply to trade fixtures.

15 Any building or buildings hereinafter built on the premises by HSRCC shall be constructed
16 and maintained in compliance with the laws of the State of Nevada, and the fire, building, and
17 health ordinance and rules of CARSON CITY, and shall be built under the inspection and subject
18 to the lawful requirements of the Building Department of CARSON CITY, or of such other
19 agency or office authorized by law to inspect or make rules covering the erection and inspection
20 of buildings or structures.

21 8. Repairs and maintenance.

22 A. HSRCC, at its own expense, shall do all property maintenance. This
23 shall include caring for all buildings and structures at the site. HSRCC shall be responsible for all
24 refuse disposal. Additionally, all restrooms shall be maintained and supplied by HSRCC.

25 B. The following repairs and upkeep shall be the responsibility of CITY:

- 1 1. Maintenance of access roads
- 2 2. Grading and drainage mitigation
- 3 3. Vandalism repair
- 4 4. Asphalt runway maintenance and repairs
- 5 5. Weed control as needed

6 Repair and upkeep by CITY shall be limited to that which is necessary and not caused by the
7 negligence of the HSRCC.

8 9. Utilities. CITY shall be responsible for the monthly service charges for water and sewer
9 utilities and connection fees when such services are installed. HSRCC shall initiate, contract for,
10 and obtain, in its name, all other utility services required on the premises, including, but not limited
11 to, gas, electricity, telephone, water and sewer connection fees, and HSRCC shall pay all charges
12 for those services as they become due. If HSRCC fails to pay the charges, CITY may elect to
13 terminate this Agreement.

14 CITY shall not be liable for any personal injury or property damage resulting from the
15 negligent operation or faulty installation of utility services provided for use on the premises, nor
16 shall CITY be liable for any injury or damage suffered by HSRCC as a result of the failure to
17 make necessary repairs to the utility facilities.

18 HSRCC shall be liable for any injury or damage to the equipment or service lines of the
19 utility suppliers that are located on the premises, resulting from the negligent or deliberate acts of
20 HSRCC, or the agents or employees of HSRCC, and any and all use under this Agreement.

21 CITY shall be responsible for installation of power.

22 10. Insurance. HSRCC shall be responsible to ensure that each entity using the facility shall
23 show evidence of insurance coverage equaling ONE MILLION DOLLARS general liability from
24 Academy of Model Aeronautics, 5151 E. Memorial Drive, Muncie, IN, 47302-9050, or proof of
25 equivalent liability insurance. HSRCC will not be responsible for persons who use the facility

1 without the required liability insurance when HSRCC is not present and in control of the facility.
2 The insurance requirements shall be posted and in clear view for all users of the facility.

3 As a condition precedent to the effectiveness of this Agreement and in partial performance
4 of HSRCC obligations hereunder, HSRCC shall obtain and maintain in full force and effect during
5 the term of this agreement, a policy or policies of liability insurance in a form satisfactory to CITY
6 with minimum limits of ONE MILLION DOLLARS (\$1,000,000.00) combined bodily injury and
7 property damage, insurance or equivalent. The CITY shall be named as an additional insured on
8 such policies.

9 Any policy maintained in conformance with the provisions of the Agreement shall further
10 provide that the same shall not be canceled or coverage reduced until a thirty (30) day written
11 notice of cancellation or amendment has been serviced upon the CITY. Proof of proper insurance
12 must be submitted to the Carson City Parks and Recreation Director annually.

13 HSRCC shall maintain adequate fire and extended casualty insurance on the premises to
14 cover replacement costs of any property or furnishings placed on the premises by HSRCC.

15 Any policy maintained in conformance with the provisions of the Agreement shall further
16 provide that the same shall not be canceled or coverage reduced until a thirty (30) day written
17 notice of cancellation or amendment has been served upon the CITY.

18 The procuring of such policies of insurance shall not be construed to be a limitation upon the
19 HSRCC's liability, or as a full performance on its part of the indemnification provisions of this
20 Agreement, HSRCC's obligation being, notwithstanding said policies of insurance, for the full and
21 total amount of any damage, injury or loss caused by negligence or neglect or intentional act
22 connected with HSRCC's operations under this Agreement.

23 11. Indemnity and Hold Harmless. HSRCC hereby agrees to indemnify and save harmless
24 the CITY, its officers, employees, and agents from and against any and all liability, loss or damage,
25 the CITY may suffer as a result of any claims, demands, costs, judgments, or damage to the CITY

1 arising out of the negligent or intentional acts or omissions of HSRCC in performing under this
2 Agreement. HSRCC agrees to bear all costs and expenses, including attorney's fees, which CITY
3 may incur as a result of the above-referenced claims. HSRCC shall not have to indemnify the
4 CITY from any acts resulting from CITY's sole negligence.

5 12. Non-liability of CITY for liens and assessments. HSRCC shall indemnify CITY against
6 all liens and charges of any and every nature that may at any time be established against the
7 premises or any improvements thereon or any part thereof as a consequence, direct or indirect, of
8 the existence of HSRCC's interest under this Agreement.

9 13. Encumbrance, assignment, or license. HSRCC shall not encumber, or assign the rights
10 or obligation arising from this Agreement, or any other right or privilege connected therewith
11 without first obtaining the written consent of CITY. A consent by CITY shall not be a consent to
12 a subsequent encumbrance, or assignment. An unauthorized encumbrance, or assignment, by
13 HSRCC shall be void and shall terminate the Agreement at the option of the CITY. The interest
14 of HSRCC in this Agreement is not assignable by operation of law without the prior written
15 consent of CITY.

16 14. Breach. The failure of HSRCC to comply with each and every term and condition of this
17 Agreement shall constitute a breach of this Agreement. HSRCC shall have ten (10) days after
18 receipt of written notice from CITY of any breach to correct the conditions specified in the notice,
19 or if the corrections cannot be made within the ten (10) day period, HSRCC shall have a reasonable
20 time to correct the default as long as HSRCC commences corrective action within ten (10) days
21 after receipt of the notice.

22 Upon breach of this Agreement by HSRCC, CITY may terminate the Agreement on giving
23 thirty (30) days written notice of termination to HSRCC.

24 15. Succession. Each and all the covenants, terms agreements and conditions contained
25 herein intend and do bind the successors and assigns of the respective parties hereto.

1 16. Independent contractor. It is understood and agreed that this Agreement is not a
2 contract of employment. HSRCC is an independent contractor. HSRCC is not authorized to bind
3 CITY to any contracts or other obligations. CITY shall not be liable for acts of HSRCC or its
4 assistants or employees in performing the duties prescribed herein. Any questions regarding scope
5 of duties or other facets of this Agreement shall be directed to the Carson City Parks and
6 Recreation Director who, in his capacity, has responsibility for the proper performance of this
7 Agreement.

8 IN WITNESS WHEREOF, the said parties have executed this instrument the day and year
9 first above written.

10 CARSON CITY

11 By _____
12 MARV TEIXEIRA, Mayor

13 ATTEST:
14
15 _____
16 ALAN GLOVER, Clerk-Recorder

APPROVED AS TO FORM:
17
18 _____
19 NEIL ROMBARDO
20 District Attorney

21 HIGH SIERRA RADIO CONTROL CLUB, INC.

22 By *Lou Scheel*
23 LOUIS W SCHEEL
24 PRINT NAME AND TITLE

25 SUBSCRIBED and SWORN TO before me
this 24 day of September, 2008.

Stella Hyatt
NOTARY PUBLIC

