



**PURCHASING DEPARTMENT
BUSINESS CENTER SOUTH
NEVADA SYSTEM OF HIGHER EDUCATION (NSHE)
REQUEST FOR PROPOSAL 554-KO
FOR ON-SITE BANKING BRANCH SERVICES
AND CAMPUS ID CARD BANKING SERVICES**

RELEASE DATE: Monday, August 20, 2012

NON-MANDATORY PRE-BID MEETING AND SITE WALK: Wednesday, September 5, 2012 @ 2:00 PM PDT
UNLV Main Campus, Student Union Room Number 123

LAST DAY FOR QUESTIONS: Wednesday, September 12, 2012 5:00 PM PDT

LAST DAY FOR ADDENDA : Wednesday, September 19, 2012 5:00 PM PDT

OPENING DATE, TIME and LOCATION: Wednesday, September 26, 2012
3:00 PM Local Time PDT
University of Nevada, Las Vegas
4505 Maryland Parkway
Campus Services Building, Room 235
Las Vegas, NV 89154-1033

Sealed proposals, **one original and four copies** and **one** electronic copy, subject to the terms, conditions and scope of services, herein stipulated and/or attached hereto, will be publicly opened on the Opening Date as stated above. **All proposals must be received on or before this date and time to be considered.** Proposals may be mailed or hand delivered to the address above. Please go to <http://maps.unlv.edu/> to view a map of UNLV campus.

If you should have any questions regarding this Request for Proposal, fax or e-mail your questions directly to:
Kelly Owsley, Purchasing Analyst
Kelly.owsley@unlv.edu
Phone: (702) 895-4385
Fax: (702) 895-3859

Companies wishing to do business with the university must first register as a supplier at the following website: <https://supplierregistration.purchasing.unlv.edu/>. If you need assistance or have questions please send your inquiries to Supplier.Registration@unlv.edu.

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SECTION A **INTRODUCTION**

1. PURPOSE OF REQUEST

UNLV invites interested parties to submit a Proposal to provide on-site banking branch services and campus ID card banking services. The Contractor will provide an on-site banking branch in the UNLV Student Union and partner with UNLV's RebelCard office in providing banking functionality to the Campus ID Card. In addition, the Contractor will be allowed one ATM at the on-site branch location. The initial term of the contract will be five (5) years with the option to extend for an additional five (5), one (1) year renewals by mutual agreement of both parties. This RFP does not include any other banking services. UNLV maintains separate agreements for various other banking services required by the campus.

2. UNIVERSITY OF NEVADA, LAS VEGAS (UNLV)

UNLV is located in the city of Las Vegas and is emerging as a premier urban university. UNLV currently has over 220 undergraduate, masters, and doctoral degree granting programs and serves approximately 28,000 students. Additionally, there are approximately 3,000 faculty and staff. The University's 340-acre campus is located in the southeast part of the city, near the McCarran International Airport and the Las Vegas Strip.

3. TERMINOLOGY

RFP	The term "RFP" as used throughout this document will mean Request for Proposal.
PROPOSER	The terms "Proposer" as used throughout this document will mean the respondents to this Request for Proposal
CONTRACTOR	Successful Proposer(s)
CONTRACT DOCUMENTS	The Request for Proposal documents, Proposer's proposal and any mutually agreed upon written modifications
CONTRACT	Agreement
DIRECTOR	The term "Director" as used throughout this document will mean the University of Nevada Las Vegas Director of Purchasing and Contracts.
REQUEST	Request for Proposal, RFP
UNLV	University of Nevada, Las Vegas
NSHE	The Nevada System of Higher Education. NSHE is Nevada's public higher education system. It is comprised of four community colleges, one state college, two universities and one research institute.
BOARD OF REGENTS	The elective body that has been vested by the Constitution of the State of Nevada to have exclusive control and administration of NSHE. The Board of Regents is the contracting party for any NSHE contract. The Board of Regents acts on behalf of UNLV.

SECTION B
SUBMISSION INSTRUCTIONS

UNLV invites the submission of proposals on the material and/or services specified within this Request for Proposal. Please read carefully all instructions, introduction, general terms and conditions, Purchase Order terms and conditions, scope of work and/or specifications, Pricing Response Form, RFP Response Form, sample insurance form, and sample contract if applicable. Failure to comply with the instructions, terms and conditions, scope of work and/or specifications, of the Request for Proposal may result in your proposal being declared non-responsive.

1. PREPARATION AND SUBMISSION

- a) The proposer is expected to examine the entire Request for Proposal including any attachments. Failure to do so will be at the proposer's risk.
- b) If it becomes necessary to revise any part of this Request for Proposal, a written addendum will be provided to all proposers. UNLV is not bound by any oral representations, clarifications, or changes made in the written specifications by UNLV employees, unless such clarification or change is provided to proposers in written addendum form from the Purchasing Department. All addenda must be acknowledged on the **Proposal Response Form**. Proposal may be considered non-responsive in the event Addenda are not acknowledged.
- c) All proposals shall be typed in a font no smaller than 10 points on 8 ½" x 11" paper bound with tabbed dividers labeled by section to correspond with the evaluation information requested.
- d) **If applicable, prices are to be submitted on the pricing response form provided or true copies thereof** and must be manually signed by pen. If any erasures or changes appear on the form, each such correction must be initialed by the person signing the proposal. Proposers shall include with their forms the necessary documents or attachments as required in this document. **All figures must be written in ink or typewritten.** If there are discrepancies between unit prices quoted and extensions, the unit price will prevail.
- e) Proposals along with all required documents as described in this Request for Proposal must be sealed and submitted in an envelope with the response form and **MUST** indicate the name of the proposer, RFP number, title as listed on the first page of the Request for Proposal, and date and time of opening on the outside of the envelope. **Telegraph, facsimile, email or telephone proposals will not be considered. Pricing MUST be submitted in a separate sealed envelope.**
- f) The proposer should submit the required number of responses as indicated on the first page of this document. The name of the proposers' firm shall be indicated on the spine and/or cover of each binder submitted.
- g) No responsibility will attach to the UNLV or any official or employee thereof, for the pre-opening of, post-opening of, or the failure to open, a proposal not properly addressed and identified.
- h) Alterations, modifications or variations may not be considered unless authorized by this document or by an addendum.
- i) When not otherwise specified, proposer must definitely state time of proposed delivery. Days must be calculated in consecutive calendar days.
- j) All equipment or supplies shall be new, and of the manufacturer's current model unless specified herein.

- k) Any irregularities or lack of clarity in the invitation should be brought to the attention of the Purchasing Department, as soon as possible so an addendum may be furnished to all proposers.

Any clarification of instructions, terms and conditions, insurance or offer preparation shall be made only by an official Purchasing Representative. Verbal clarifications will not be binding. Written clarifications will be by addenda and posted on the UNLV Website: <http://go.unlv.edu/purchasing/solicitations> and/or faxed to all prospective proposers who received a copy of the RFP. Proposers who have registered with the Purchasing Department may be notified via fax as well.

- l) Altering the Request for Proposal form may render the proposal null and void.
- m) Persons or firms submitting an offer for this Request are certifying that they have had no contact with an employee or member of the Nevada System of Higher Education (NSHE), in any manner which would give that company or person submitting such an offer, any advantage over any other company or person submitting an offer. Employees and members of the Nevada System of Higher Education (NSHE) shall not receive any compensation, in any manner or form, nor have any vested interest, directly or indirectly, of any kind or nature inconsistent with loyal service to the public. A violation of the above shall be just cause for rejection of that particular offer without further consideration.
- n) All proposers, by signing the **Proposal Response Form**, certify that they agree to the terms and conditions set forth in this RFP and attached sample contract unless otherwise stated.
- o) All proposers, by signing the **Proposal Response Form**, certify that they are an Equal Opportunity/Affirmative Action Employer, unless otherwise stated.
- p) Proposals, attachments and **Proposal Response Form** shall be enclosed in sealed envelopes and submitted as instructed on page one of this document.
- q) UNLV accepts no responsibility or liability for any costs incurred by a responding firm prior to the execution of the contract.
- r) UNLV reserves the right to contract for less than all of the services identified herein.
- s) The contents of your proposal or other information submitted to UNLV are subject to public release under Nevada law, upon request, after the Contract award. The proposer shall mark as "proprietary" those parts of its proposal that it deems confidential and proprietary. However, the proposer is alerted that this marking is advisory only and not binding on UNLV. If there is a request from the public to inspect any part of the proposal so marked, UNLV will advise the proposer and request written, legal justification in support of the "proprietary" marking. **Prices are not considered proprietary and should not be marked as so.** If UNLV determines, after receipt of the written, legal justification, that the material is subject to disclosure under Nevada law, the proposer will be notified.

2. EVALUATION OF PROPOSALS

- a) At the date and time stated in this Request, all proposals will be opened publicly and the name of the respondents will be recorded. To maintain confidentiality of all responses, no other information will be revealed at the opening or during the evaluation process.
- b) An evaluation committee shall evaluate proposals based on the criteria listed below. The UNLV reserves the right to create a "short list" of firms to be interviewed. The firms invited to interview will

be evaluated again using the same criteria, but the second scoring will be based on each respondent's presentation and discussion. At the conclusion of the evaluation, the committee will recommend firm(s) for award.

- c) A contract will be awarded on the basis of which proposal UNLV deems best suited to fulfill the requirements of the RFP. UNLV also reserves the right not to make an award if it is deemed that no single proposal fully meets the requirements of this RFP.
- d) UNLV will be the sole judge as to the acceptability, for our purposes, of any and all proposals.
- e) Any letters of recommendation that are submitted with the response, but not specifically requested, will not be evaluated.
- f) Proposals will be evaluated according to the evaluation criteria stated below:

Weighted Evaluation Criteria	Possible Points
1. Experience and References	30
2. Proposed Services	30
3. Implementation	30
4. Operational and Management Plan	30
5. Revenue/Cost	80
Total Possible Points	200

1. Experience and References

The Proposer should provide the following information about his/her company so that the University can evaluate the Proposer's stability and ability to support the commitments set forth in response to the RFP. The University, at its option, may require the Proposer to provide additional documentation to support and/or clarify the requested information. The Proposer's outline of the company's background should include:

- A. The length of time the company has been in business, and how long the company has been in the business of providing campus branch services and campus card services banking to public and/or higher education institutions. Indicate how much money your company invests annually in research and development for the proposed system.
- B. A brief description of the company (e.g. past history, present status, future plans). Identify the number of employees in your firm, the ownership and if the company has ever filed bankruptcy, been in loan default, or if there any pending liens, claims or lawsuits against the firm. List companies with which you have "partnership" arrangements.
- C. Provide a statement of qualifications describing the firm's knowledge and experience in campus branch services and Campus Card Banking services.
- D. Describe if the firm has had a contract terminated for default in the past five years. Termination for default is defined as notice to stop performance due to the Proposer's non-performance or poor performance or if the issue of performance was either (a) not litigated due to inaction on the part of the Proposer, or (b) litigated and such litigation determined that the Proposer was in default. Submit full details of their terms for default including the parties' name, address, and telephone number. Present the firm's position on the matter. The University will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of the past experience. Indicate if no such termination for default has been experienced by the Proposer in the past five years.

E. Organizational status

- If your firm is currently for sale or involved in any transaction to expand or to become acquired by another organization, please explain.
- If your firm has been involved in any reorganization, acquisition, or merger within the last three (3) years, please explain.
- Have any complaints or lawsuits been filed with state or federal agencies, or in the courts of the State of Nevada, against your institution where the alleged violation was directly related to ATMs, branch services and/or ID card financial related services? If so, describe the circumstances and the outcome, including the names and the docket number of the case.

F. Provide a listing of comparable clients for which the Proposer has provided services similar to those listed in RFP. Select four clients from the list (preferably of equivalent size to The University of Nevada Las Vegas, and also representing a mix of long-standing and recent clients) who may be contacted for references. The reference list is to include company name, contact person, telephone number and e-mail address, project description, length of business relationship and background of project (including the year of project, summary of work performed, and any other relevant information).

Furnishing incorrect or incomplete reference information may lead to the Proposer's elimination from consideration for award. The decision to eliminate a Proposer from consideration for poor reference checks, or for incorrect and/or incomplete reference information shall be at the sole discretion of The University and shall not be subject to appeal.

G. Please provide the following:

- a. Total annual budget of your organization in support of campus debit card programs.
- b. The number of campus debit card programs currently implemented.

H. Provide your institution's audited financial statements and annual report for the past two (2) years.

2. Proposed Services

A. Account Features and Card Linking

1. Please provide detailed account offering information for students.
2. Would the account offering be different for students than for faculty and staff? If so, please provide the detail for each group separately.
3. Describe services to be offered to international students. Can transactions be conducted globally?
4. Will the bank account privileges continue for the account holder after termination of the sponsoring arrangement? What will be the process of termination?
5. Describe other unique or creative services your organization will provide to enhance the product offering and service. Identify future enhancement possibilities that would keep the program vibrant and interesting to the University.
6. Describe how accounts will be opened and cards linked.
7. How is the Personal Identification Number (PIN) established?
8. How quickly can cards be activated for account access?

9. Describe the process you would implement for lost/stolen cards. Cardholders must be able to report a lost card and have it deactivated 24 hours/day, 7 days a week, via a 1-800 number.
10. Successful Proposer must assist UNLV in planning and project management related to the card program. Explain how this will be done.
11. Provide detailed plan for how you would provide an ID card that combines a student ID (RebelCard) with a credit/debit card containing a Visa or Mastercard logo that meets the requirements as outlined in the Scope of Work.
12. Provide detailed plan for how you would provide an ID card that is a ATM/PIN based debit card that meets the requirements as outlined in the Scope of Work.
13. The Successful Proposer should assist in educating the student body and employees on Financial Wellness, including knowledge about the fundamentals of money management, the importance of establishing good credit and how to prepare for a secure financial future. Please describe your philosophy and plans to meet this criteria. What kinds of educational financial seminars could you offer to students and employees?

B. Electronic Banking

1. Identify your secure internet banking capabilities (i.e. On-line bill payment, on-line funds transfer, on-line statements, etc.) Provide details regarding any E-Disbursement services you offer students (i.e. student financial aid refunds to student bank account)
2. Are the Internet banking capabilities identified real-time? If not, what is the settlement time?
3. Are these Internet capabilities available 24/7?
4. Please describe the availability of your ATMs in close proximity to the UNLV campus and their features. The ID card ATM feature must allow Broad access to an ATM network internationally, with the ability to use Customer selected PIN numbers.
5. Provide information on all services available through your ATM machines.
6. Parents need to have the ability to wire transfer funds directly into their student's checking account. Explain this procedure.
7. Would the bank be able to electronically accept weekly transfer of refund from University student accounts to authorized recipient debit card accounts?
8. Successful Proposer must be able to accept daily electronic direct deposits of university employee paychecks and other employee reimbursements to authorized recipient debit card accounts. Explain this procedure.

C. Reports

1. The University will expect to receive reports on a monthly basis. Please provide examples of ongoing reports the bank will provide related to the Debit Card program.

D. Marketing

1. Provide a detailed marketing plan for the first 3 months of service. Provide an outline of a proposed marketing plan for ongoing operations for banking services and ID card program. Describe the

marketing support you will provide the University to encourage acceptance and use of accounts, both on an initial and on-going basis. What type of marketing will you supply?

2. Describe new and innovative promotions and informational opportunities you would offer on campus.
3. What assistance would you provide in marketing the Debit/ATM CARD Capability to off campus vendors?
4. Provide evidence as to the fact that Proposer is a national or state branded company (if applicable). Include a statement of national advertising dollars spent in the past three fiscal years as well as dollars spent in the state of Nevada (if applicable).
5. Provide information and associated costs regarding Proposer's national/regional/ local advertising program including examples of newspaper ads and/or publications, along with the marketing/advertising program information (if applicable).
6. Provide Proposer's customer service philosophy, including information on training programs which address customer service. Also included will be the Proposer's methods of measuring the level of customer satisfaction and responding to customer suggestions and complaints.

E. Future Vision

1. What is your organization's vision of the future of a campus one-card program? How will this vision benefit the University and ID Card program?

3. Implementation

- A. Describe the nature of the support team that would assist the University in implementing the program and assist with ongoing marketing efforts. Explain how many individuals will be involved in the support and their areas of expertise.
- B. Provide a detailed transition plan and timeline outlining the responsibilities of the various parties to introduce your product to the University.
- C. Will there be any connectivity between the University ID Card Office and the financial institution? If so, explain the nature of the connectivity and the University's responsibility for telecommunications and/or systems development? Be sure to outline requirements for University data that will need to be shared with the financial institution.
- D. Describe levels of technical and customer service support, including methods of contact, resolution.
- E. Provide a detailed project build-out time schedule inclusive of all architectural, design, and construction needs; photos of the store front; and color selection, signage and utility requirements, etc.
- F. Provide a list of all equipment, furnishings, uniforms and signage that are proposed to be used along with its specifications, including utilities, voltage, plumbing, amperage, water/drains, etc.
- G. UNLV's expectation through this process that the RebelCard Office and the Successful Proposer will move into a newly renovated joint space on the first floor of the Student Union. Please address locating into one joint space, previously occupied by Sprint which is 1,915 in approximate space. Please address occupying the temporary space currently occupied by US Bank while construction is occurring on the joint space.

- H. List proposed construction contractors and architects. Contractors and architects must have all appropriate licenses as required by the State of Nevada and obtain proper insurance. Contractors and architects shall be subject to the prior approval of UNLV. The Proposer shall ensure that there is labor harmony with other trades during the construction process).

4. Operational and Management Plan

- A. Provide a staffing proposal for the branch facility detailing the minimum number of employees and the maximum number of employees at peak times and at the slowest times.
- B. Discuss Proposer's ability to use student employees.
- C. Provide a list of company principals and resumes of key administrative/support and on-site management personnel. Provide information on each personnel's experience and specific role in the management and operation of the branch and card program. Provide a single-point managerial-level contact person dedicated to the University during the term of the resultant contract and any succeeding renewal or extension. This person's duty shall include, but not be limited to, coordinating all requirements and be the point of contact for any problem/questions which may arise; meet periodically with University personnel; and research information and deliver special reports as needed or directed by the University. All Proposers must include this contact person's name, qualifications and level of involvement.
- D. Discuss Proposer's ability to participate in UNLV Student Union building-wide occupant training and management meetings.
- E. Provide the intended hours and days of operation for the periods listed in this proposal. This should include standard weekly hours during fall, spring and summer sessions. Also include hours proposed for any school break: e.g. winter (the University is closed Christmas through New Year's day), spring and summer hours. Keep in mind that the University would prefer the retail operations' hours be as closely aligned with the UNLV Student Union's hours as feasible.
- F. Provide information on any programs and/or actions which demonstrate Proposer's commitment to education. The Proposer will include a listing of any institutions, including the name, telephone number, and e-mail address of the contract administrator, where such programs are in effect or where such actions were taken.
- G. Provide proposed plan for keeping premises clean and well maintained.
- H. Describe your organization's business continuity and disaster recovery plan in the event of disaster or equipment failure at your primary processing site(s).
- I. Describe your local back-up and/or redundant systems. What is the method of backup, how frequently is the system backed up, is there any loss of service time while backup is processing, and what time of day is it performed?
- J. Describe your data back-up capabilities in case of a complete site failure. How often are they tested?
- K. Describe the last time the use of your data back-up system was required, the circumstances and the length of time the back-up system was in use.

- L. What is the expected recovery time frame to become operational should a catastrophic event occur?
- R. The Proposer must clearly demonstrate and provide documentation substantiating that they are compliant with banking industry regulations (for example member of the FDIC or PCI compliance for credit/debit card transactions). The University reserves, solely, the right to reject any proposal if the evidence or references submitted by such Proposer fails to satisfy the University that said Proposer is properly qualified in any of these areas. It shall not be the responsibility of the University to request additional information to satisfy these requirements, if such information is not provided with the submitted proposal.
- S. Describe your transition plan for vacating the premises upon expiration and termination of the contract.

5. Revenue/Cost

Complete Section F Pricing Response Form. Technical and Price proposals must be submitted in separate, sealed envelopes. Note: no revenue/cost information is to be included in the Offeror's technical proposal. The Technical and Cost proposal envelopes should be submitted together in a single sealed package/envelope

3. LATE PROPOSALS

Formal, advertised Request for Proposal's indicate a time by which the proposals must be received in the Purchasing Department. Any proposals received after that date and time will be rejected and not be considered or will be returned unopened upon request by, and at the expense of the proposer. Proposer is responsible for ensuring third party deliveries arrive at the time and place as indicated in this document.

4. PUBLIC OPENING OF RFP's

At the date and time stated in this Request, all proposals will be opened publicly and the name of the respondents will be recorded. To maintain confidentiality of all responses, no other information will be revealed at the opening or during the evaluation process. Prospective proposers, their authorized agents and other interested parties are invited to be present.

5. WITHDRAWAL OF PROPOSAL

Any prospective proposers may request withdrawal of a posted, sealed RFP prior to the scheduled opening time provided the request for withdrawal is submitted to the Purchasing Department in writing, or presents themselves in person with proper identification to the Purchasing Department and verbally requests the proposal be withdrawn and signs for its receipt.

SECTION C
GENERAL TERMS AND CONDITIONS

1. **ACCEPTANCE PERIOD**

The proposer agrees to a minimum of 120 calendar day acceptance period from the date of public opening.

2. **APPROPRIATIONS**

The terms of any Contract issued are contingent upon sufficient appropriations and authorizations being made by UNLV for the performance of this Contract. If sufficient appropriations and authorizations are not made by UNLV, the Contract shall terminate, without penalty, upon written notice being given by UNLV to the Contractor. UNLV's decision as to whether sufficient appropriations are available shall be accepted by Contractor and shall be final.

3. **AWARD OF CONTRACT**

- a) Award will be made to the most responsible and responsive proposer(s). The basis of award will be determined by evaluation of items as listed in section titled "**Evaluation of Proposals**" and any other established purchasing methods that are applicable, which may include life cycle cost, quality, availability, conformance to specifications, financial capability and service, all in the best interests of the requesting department and the UNLV.
- b) The UNLV reserves the right to award on a multi year basis and, if in the best interest of the UNLV, to award to multiple vendors.
- c) The initial term of the contract will be five (5) years with the option to extend for an additional five (5), one (1) year renewals by mutual agreement of both parties.
- d) The proposer is solely responsible for the content of its proposal that best meets the evaluation criteria set forth in the Request for Proposal. Previously published data in support of experience, financial or performance capability will be evaluated if such data reflects a current position and such data is submitted as a part of the response to the Request for Proposal.
- e) The UNLV reserves the right to reject any or all proposals or any part of the proposal and to waive informalities and minor irregularities in the proposals received.
- f) A formal Contract will be signed by each successful proposer and the UNLV to perform this service.
- g) The terms and conditions contained in the attached sample contract or, in the sole discretion of UNLV, terms and conditions substantially similar to those contained in the contract, will constitute and govern any agreement that results from this RFP. If proposer takes exception to any terms or conditions set forth in the contract, proposer will submit a specific list of the exceptions as part of its response to this RFP. Proposer's exceptions will be reviewed by UNLV and may result in disqualification of proposer's offer as non-responsive to this RFP. If proposer's exceptions do not result in disqualification of proposer's response, then UNLV may consider proposer's exceptions when UNLV evaluates the proposer's response.
- h) The UNLV Purchasing Department reserves the right to enter into discussions with any one or all of the proposers after proposals have been initially reviewed by the UNLV. Such discussions may be for clarification of proposal content contained in a responsive proposal and/or may result in request for a "Best and Final" offer from proposer(s). Such responses shall be subject to all provisions, terms and conditions as set forth in the Request for Proposal, unless otherwise modified.

- i) Any governmental, state, or public entity within the State of Nevada or outside the State may utilize this RFP at their option to obtain goods or services at the agreed upon price(s) throughout the term of the resulting contract with the authorization of the successful proposer(s). The UNLV is not liable for the obligations of the governmental entity which joins or uses the resulting contract.

4. **COMPLIANCE**

Proposers are required to comply with all OSHA, EPA, ADA, FDIC and other relevant state and federal standards, codes and regulations that may apply.

5. **CONFIDENTIAL TREATMENT OF INFORMATION**

Proposers shall preserve in strict confidence any information obtained, assembled or prepared in connection with the performance of this Request for Proposal.

6. **CONFLICT OF INTEREST**

Persons or firms submitting an offer on this Invitation are certifying that they have had no contact with an employee or member of the NSHE in any manner which would give that company or person submitting such an offer, any advantage over any other company or person submitting an offer. Employees and members of the NSHE shall not receive any compensation, in any manner or form, nor have any vested interest, directly or indirectly, of any kind or nature inconsistent with loyal service to the public. A violation of any of the above shall be just cause for rejection of that particular offer without further consideration.

7. **DEFAULT OF CONTRACT**

In case of default of the contractor, the UNLV may procure the articles or services from the other sources and hold the contractor responsible for any excess cost occasioned thereby; provided, that if public necessity requires the use of materials or supplies not conforming to the specifications they may be accepted and payment therefore shall be made at the proper reduction in price.

8. **DISQUALIFICATION OF PROPOSERS**

Proposers may be disqualified and rejection of proposals may be recommended by the Purchasing Department for any of (but not limited to) the following causes:

- a) Failure to use the forms furnished by the UNLV.
- b) Lack of signature by an authorized representative on the response form.
- c) Failure to properly complete the response.
- d) Evidence of collusion among proposers.
- e) Unauthorized alteration of forms.
- f) Failure to submit requested documents.
- g) Failure to furnish proof of receipt of any addendum pertaining to that particular project.
- h) Any proposer who has defaulted on prior contracts or is guilty of misrepresentation by any member of that particular firm.

- i) The UNLV reserves the right to waive any minor informality or irregularity.

9. **FAILURE TO FURNISH AT SPECIFIED PRICE**

If a successful proposer fails to furnish any item at the price specified in the offer, whether such failure is due to a mistake of fact by the proposer or any other reason, the Director of Purchasing UNLV, may cause the name of such proposer to be removed from the list containing the names of prospective proposers to whom Request for Proposals are mailed, for such period of time, not exceeding 1 year or less than 6 months, or the payment of a penalty of 5 percent of total price of all items on which was submitted, as the Director of Purchasing may determine.

10. **INSPECTION AND ACCEPTANCE**

Inspection and acceptance will be made at destination.

11. **PAYMENT TERMS**

Payments shall be made within thirty days of acceptance of the related invoice, unless otherwise stated. Should the acceptance of such invoices be in doubt, the successful proposer shall not be due any interest or penalty on any unpaid amounts.

12. **PROMPT PAYMENT DISCOUNTS**

The offered discount of a successful proposer will not form a part of the award evaluation. In connection with any discount offered, time will be computed from the date of delivery of the equipment or supplies at destination or from the date the correct invoice is received by UNLV, whichever is later. Payment is deemed to be made for the purpose of earning the discount the date the UNLV check is mailed.

13. **PROTESTS**

Any proposer, offeror or contractor who is allegedly aggrieved in connection with the solicitation or award of a contract may protest. The protest must be submitted in writing to the Director of Purchasing, within seven (7) days after such aggrieved person knows or should have known of the facts giving rise thereto. If the protest is not resolved by mutual agreement, the Director of Purchasing will promptly issue a decision in writing to the Protester. If the Protester wishes to appeal the decision rendered by the Director of Purchasing, such appeal must be made in writing to the Senior Vice President for Finance & Business, UNLV. The decision of the Senior Vice President for Finance & Business will be final. The Senior Vice President for Finance & Business need not consider protests unless this procedure is followed.

To be considered, all Protests must identify the following:

- 1) The name, address, and telephone number of the protester,
- 2) The signature of the protester,
- 3) Identification of the solicitation title and number being protested,
- 4) A detailed statement of the legal and factual grounds of the protest, including copies of relevant documents, and
- 5) The form of relief requested.

15. **SAMPLES**

Proposers may be required to furnish a sample of the product being offered after the RFP opening for further evaluation. Proposers will be responsible for any charges involved in shipping and picking up their samples.

16. **SMALL AND LOCAL BUSINESS CONCERNS REPORTING REQUIREMENTS**

- a) The Nevada System of Higher Education supports equal opportunity for minority owned, women-owned, and other small disadvantaged business concerns (*MWDBE*) to compete for contracts awarded by NSHE. NSHE also supports efforts to encourage local businesses to compete for NSHE contracts. In some situations, MWDBE and local business concerns may not have the depth or full capability to meet all the requirements of large contracts. Nevertheless, NSHE supports finding opportunities for such MWDBE and local business concerns to participate as subcontractors or Tier 2 suppliers in large contracts.
- b) For purchase of goods or services that exceed \$1,000,000 the successful bidder(s) must provide annual reports listing expenditures with MWDBE business concerns and local subcontractors. These annual reports pertain only to expenditures that are directly attributable to the NSHE prime contract. The annual report should contain the following information:
 - (1) The name, address, phone number, and type of each local, women-owned, minority and/or disadvantaged subcontractor (Tier 2 supplier or local subcontractor). If a business concern meets more than one definition (e.g. local and women-owned, or minority and women owned), that should be identified;
 - (2) A description of the goods or services purchased; and
 - (3) The amount of expenditures with the subcontractor attributed to the prime contract for the 12 month period.
- c) Definition of Local Subcontractor. "Local subcontractor" is intended to mean a business concern that is a) owned 51% or more by Nevada residents, b) is headquartered in Nevada, or c) a majority of employees of the business are Nevada residents.
- d) Definition of Disadvantaged Business Enterprise (DBE). "Disadvantaged Business Enterprise" is intended to mean a business concern owned by a minority or woman that is at least fifty-one percent (51%) unconditionally owned by one or more minority or women individuals who are both socially and economically disadvantaged, or a publicly owned business that has at least fifty-one percent (51%) of its stock unconditionally owned by one or more such individuals and that has its management and daily business controlled by one or more such individuals. Individuals who certify that they are a member of named groups, i.e. African Americans, Hispanic Americans, American Indians and Alaska Natives (Eskimos and Aleuts) and Asian and Pacific Island Americans are to be considered socially and economically disadvantaged.
- e) Definition of Minority Business Enterprise (MBE). "Minority Business Enterprise" is intended to mean a business concern owned by one or more minority individuals that is at least fifty-one percent (51%) unconditionally owned by one or more minority individuals, or a publicly owned business that has at least fifty-one percent (51%) of its stock unconditionally owned by one or more such individuals and that has its management and daily business controlled by one or more such individuals. Individuals who certify that they are a member of named groups, i.e. African Americans, Hispanic Americans, American Indians and Alaska Natives (Eskimos and Aleuts) and Asian and Pacific Island Americans are to be considered socially and economically disadvantaged.

- f) Definition of Women-Owned Business Enterprise (WBE). "Women-Owned Business Enterprise" is intended to mean a business concern owned by one or more women that is at least fifty-one percent (51%) unconditionally owned by one or more women, or a publicly owned business that has at least fifty-one percent (51%) of its stock unconditionally owned by one or more such individuals and that has its management and daily business controlled by one or more such individuals.
- g) Definition of Veteran/Disabled Veteran Business Enterprise (VDBE). "Veteran/Disabled Veteran Business Enterprise" is intended to mean a business concern which performs a commercially useful function and is at least 51% owned and controlled by one or more veterans/disabled veterans who have served in the active military and discharged under conditions other than dishonorable.
- h) Definition of Small Business Enterprise (SBE). "Small Business Enterprise" is intended to mean a business concern which performs a commercially useful function, is not owned and controlled by individuals designated as minority, women, veterans, or physically-challenged, and where gross annual sales does not exceed \$2,000,000.
- i) All bidders, by signing this bid, certify that they are an Equal Opportunity/Affirmative Action Employer, unless otherwise stated.

17. **SUSTAINABILITY**

- a) A key focus of the UNLV is to minimize the impact the procurement of goods and services has on the local environment. UNLV is committed to sustainable economic, social, and environmental practices in all operations which the UNLV is involved. It is important that proposers share this commitment as well. Therefore, sustainable goods and services should be offered whenever available and specifically when required in the proposal documents.
- b) The UNLV may request the successful proposer to provide reports related to sustainability on all goods and services provided under this proposal. Reports may include, but are not limited to: sustainable attributes of each product or service, the dollar and percentage amount spent on sustainable or environmentally preferred products and services, and the total amount spent by UNLV.
- a) All electronic equipment the UNLV purchases must be Energy Star rated (or, if there is no Energy Star rating for the desired equipment, energy efficient models or substitutes are preferred). The requirement to purchase Energy Star rated equipment will improve the University's energy and financial performance while distinguishing our institution as an environmental leader.

18. **TAXES, LICENSES AND PERMITS**

- a) It is the proposers' responsibility for securing all required licenses, permits and insurance necessary for the proper execution and completion of the work involved. The UNLV is exempted from paying state, local and federal excise taxes.
- b) Companies conducting business for profit in Nevada are required to have a current Nevada business license pursuant to NRS 76.100 (1) unless the entity is either a) a non-profit corporation or b) meets the requirements for an exemption and has filed the appropriate notice of exemption with the Nevada Secretary of State. The bidder certifies that it has a current Nevada business license or it is exempt and agrees to provide immediate notice to UNLV's Purchasing department in the event the license is no longer valid.

SECTION D
PURCHASE ORDER TERMS AND CONDITIONS

1. **ADDITIONS/CHANGES**

No extra work, additions, alterations, including changes in price will be paid by NSHE/BCS unless agreed to and performed pursuant to and in accordance with a written revision to the order.

2. **BUSINESS LICENSE REQUIREMENT**

A person conducting business for profit in Nevada are required to have a current Nevada business license pursuant to NRS 76.100 (1) unless the entity is either a) a non-profit corporation or b) meets the requirements for an exemption and has filed the appropriate notice of exemption with the Nevada Secretary of State. The contractor certifies that it has a current Nevada business license or it is exempt and agrees to provide immediate notice to UNLV's Purchasing department in the event the license is no longer valid. For contracts in excess of \$25,000, a business license number and information demonstrating good standing with the State of Nevada is required.

3. **CANCELLATIONS**

NSHE/BCS reserves the right to cancel this order without cause at any time. An equitable adjustment in price and/or delivery schedule will be negotiated for products completed or in process at the time of the cancellation, but in no event shall NSHE/BCS be required to pay more than Seller's actual cost of labor and supplies consumed to the point of cancellation.

4. **CONFLICTING TERMS**

The above terms and conditions may only be modified by NSHE/BCS with the exception of clauses which may be in conflict with any bid, proposal or contract pertaining to this project. Bid, proposal or contract terms and conditions will take precedence.

5. **DEBARMENT/SUSPENSION STATUS**

The vendor/contractor certifies that it is not suspended, debarred or ineligible from entering into contracts with the Executive Branch of the Federal Government, or in receipt of a notice of proposed debarment from any State agency or local public body.

6. **DELIVERY**

Delivery must be made within the time stated and only to the destination stated on this order. If Seller fails to deliver on time, NSHE/BCS reserves the right to purchase elsewhere, and may reject goods and services not delivered or furnished on the date specified on this order.

7. **GOVERNING LAW**

Seller agrees that the laws of the State of Nevada shall govern the validity, construction, interpretation, and effect of this order. Any and all disputes arising out of or in connection with the order shall be litigated only in the 8th Judicial District Court in and for Clark County, State of Nevada, and Seller hereby expressly consents to the jurisdiction of said court.

8. **HAZARDOUS MATERIALS**

Sellers furnishing supplies which contain hazardous materials must label each container listing the identity of such material. Each carton or package must also be identified on the outside with the appropriate hazard warning. Seller must furnish the necessary MSDS for each chemical, substance or product listed on this order. The Purchase Order Number must appear on all MSDS material pertaining thereto.

9. **INDEMNIFICATION**

Seller, shall indemnify, defend and hold harmless NSHE/BCS from and against any and all liabilities, claims, losses, lawsuits, judgments and or expenses, including attorney fees, arising either directly or

indirectly from any act or failure to act by the Seller or any of its officers, employees and agents, which may occur during or which may arise out of the performance of this order.

10. **INSURANCE**

All Seller's performing work on NSHE/BCS premises are required to provide evidence of coverage for Worker's Compensation, General Liability, Automobile Liability, Cyber liability, and Crime in the minimum limits as required.

11. **INVOICES**

Submit invoice(s) as instructed on the face hereof immediately upon delivery or completion of order. The purchase order number must be referenced on the invoice.

12. **NON-DISCRIMINATION**

The Seller shall not employ or contract with any firm or organization that is unfit or unskilled in the work to be performed. He shall not discriminate or allow discrimination against any employee or applicant for employment because of sex, sexual orientation, religion, age, disability, race, color, creed, or national origin. He shall comply with and shall require his/her Subcontractors to comply with the applicable provisions of Title 28 and Title 53 of the Nevada Revised Statutes.

13. **PRICE WARRANTY**

Seller warrants that the price(s) for the items or services sold hereunder are not less favorable than those extended to any other customer (whether government or commercial) for the same or similar items or services in similar quantities. In the event the Seller reduces its price(s) for such items or services during the term of this order, Seller agrees to reduce the price(s) hereof accordingly. Seller warrants that price(s) shown on this order shall be complete and no additional charges of any type shall be added without express written consent from NSHE/BCS.

14. **PROMPT PAYMENT DISCOUNT**

Seller's prompt payment discount is to be calculated from date of receipt of shipment, completion of services or date of receipt of correct invoice, whichever is later.

15. **PURCHASE ORDER NUMBERS**

NSHE/BCS purchase order numbers must appear on all packing slips, shipping documents, labels, and invoices.

16. **QUANTITY AND QUALITY**

The quantity term stated on this order shall be complied with strictly, as stated. The Seller warrants that all goods, materials, or work furnished are of reasonable average quality and would meet such a standard of description in the trade.

17. **STANDARDS AND REGULATIONS – FEDERAL AND STATE**

In performance of the order, Seller shall comply with all federal, state and local laws, rules, ordinances and regulations, and all materials and work or services furnished hereunder shall be produced or furnished in full and complete compliance therewith.

18. **TAX EXEMPTION**

NSHE/BCS is exempt from Nevada State sales tax as provided by Nevada Revised Statutes 372.325 and 374.330. The NSHE State Tax Exempt Number is RCE-000-441. The Federal Tax ID number is 88-6000024.

19. **TERMINATION FOR DEFAULT**

In the event of the Seller's default hereunder, NSHE/BCS may exercise any or all legal rights available, both at law or in equity. The prevailing party shall be entitled to attorneys' fees and costs. A breach or

default may be declared with or without termination. The Seller's obligations that by their terms would ordinarily be expected to survive a termination or an order will survive indefinitely.

20. **WARRANTY**

Seller expressly warrants that all items or services covered by this order will conform to the drawings, specifications or samples (if any) or other description furnished by NSHE/BCS. All items or services will be fit and sufficient for the purpose intended as an implied warranty of merchantability.

SECTION E

SCOPE OF WORK/SPECIFICATIONS

Objective:

The objective of this RFP is to award a contract to one Contractor to provide an on-site banking branch and to partner with UNLV's RebelCard office in providing banking functionality to the Campus ID Card. Currently, the University of Nevada Las Vegas has two separate contracts for these services. US Bank is UNLV's on-site banking branch contractor and currently leases a retail space in the UNLV Student Union, while Wells Fargo is UNLV's banking contractor for our Campus ID Card "RebelCard." These contracts are due to expire in January 2013 and the contract awarded as a result of this RFP will replace these agreements. UNLV is looking for one bank to work with our RebelCard office and Student Union facilities team to create a welcoming, seamless and convenient banking environment for our faculty, staff and students. Along with providing streamlined banking and card services, it is UNLV's expectation that the RebelCard Office and the bank will move into a newly renovated joint space on the first floor of the Student Union. A floor plan for this proposed space can be found in Exhibit B.

Facilities/Branch Location:

The objective is to provide one space for banking and card services. The expectation is that the Successful Proposer "Lessee" and UNLV RebelCard Office will both be located in one joint space, previously occupied by Sprint which is 1,915 in approximate space (Exhibit B). Initial operations are planned to remain in dual spaces until the end of Spring 2013, with the new branch location set to open by May 2013 for summer orientation. Lessee will temporarily occupy the space that is currently occupied by US Bank (See Exhibit C) until May 2013.

Build-Out:

- Lessee shall be responsible for the costs of build-out for the entire space, including the needs of the RebelCard operations.
- All construction shall be done under the supervision of and subject to approval of UNLV.
- Lessee and architects shall have all appropriate licenses as required by the State of Nevada and shall be subject to the prior approval of UNLV. Lessee shall ensure that there is labor harmony with other trades during the construction process.
- The proposed design shall be subject to the UNLV's approval and must meet UNLV Planning and Construction standards. These standards may be found on UNLV's web site and are incorporated by reference herein.
- Lessee to occupy the existing improved space of approximately 676 square feet (Exhibit C) from the beginning of the lease term, February 1, 2013 through end of Spring semester in May 2013. The Spring semester will be used to complete the necessary construction on the vacant space and allow Lessee and RebelCard to move into the shared space in Summer 2013. Lessee may propose the amount of square footage needed for operations, taking into consideration a portion of the 1,915 square foot space will be occupied by RebelCard.
- At the end of the term of the lease agreement, the demised premises shall be delivered in a broom clean condition, reasonable wear and tear excepted. Lessee shall be responsible for all costs associated with vacating the premises upon termination of the agreement.
- Any modifications or renovation of the leased space shall be at the approval of the UNLV and at an agreed-upon time.
- Construction of site will take into consideration the operational needs of the RebelCard including but not limited to:
 - o Two camera work stations for photographing clients
 - o One work station for office computer and register
 - o One office space for RebelCard staff member
 - o 16 computer jacks
 - o 3 phone lines

- o Ample storage for camera, printer, and card stock
 - o Security camera monitoring work station with cash register
- UNLV shall deliver the premises to Lessee in accordance with the terms and conditions of the definitive lease agreement and the following conditions:
 - o Floors: Floors are slab on grade and currently have carpet and Vinyl Composition Tile.
 - o Walls and Doors: All walls in space have been finished out with metal studs and drywall. There is a glass store front on the east side of the space and a service door on west side. The space has one main retail area, an open office area, a private office area, a service window/room and a storage room.
 - o Signage & Security: Lessee's signage shall be installed in accordance with Lessee's standard design and shall include exposed neon channel letters. Font shall be Lessee's choice. Lessee is responsible for costs associated with the installation and monitoring of security of the space (locking, alarm, and security camera system). Lessee shall be required to utilize security systems that are compatible with and integrate with existing UNLV security systems within the building. Any additional security systems shall be approved by UNLV personnel.
 - o Water: Water lines have been brought to the space for the HVAC units that are located above ceiling. There are additional lines stubbed out into the space for future units if needed. Existing lines are two inches (2") in diameter with an accessible shut-off valve to be located within the Premises. Water pressure at pipe stub is between 35 psi and 60 psi.
 - o Gas Service: Gas service is not provided.
 - o Sewer: A sanitary waste line connected to a governmentally approved sanitary system shall be stubbed to a point directly below the Premises. Sanitary sewer service main line shall be of four inch (4") minimum diameter and shall be located beneath the slab and/or grade of the Premises.
 - o Vent: No vent pipe is provided.
 - o Electrical: Electrical service has been brought to the space and the space is on its own sub panel. There is additional power if needed. There's the ability to utilize three (3) 20 amp, 3 phase, 120/208 volt electrical circuit breakers located in the service panel situated in Room 133 of the Building.
 - o Fire Protection: The space contains sprinklers and fire extinguishers are provided. Servicing of existing fire extinguishers is the responsibility of Lessee. The current extinguishers in the space require servicing to be compliant and must be serviced before the space can be occupied.
 - o HVAC: There is an existing HVAC system in place in the space. The existing system functions independently and is not tied into the building's HVAC automated controls system. Lessee would be responsible for costs associated with connecting HVAC system currently in space to the buildings controls during the build out phase. The costs associated with making modifications to the current HVAC system design shall be the responsibility of Lessee.
 - o Equipment provided in space includes: A Chilled (3/4") and heating (3/4") hot water valved and capped above the ceiling with the Premises. VAV with independent thermostat currently configured as part of HVAC system. Return air duct stubbed to space. Heating and cooling equipment (4-pipe above ceiling ducted fan coil) all associated distributing system (ductwork, air devices, etc.) and all related controls.
 - o Telephone: Phone and data service has been brought to the space. This is currently a VOIP system that connects to the main building system.
 - o Fire Alarm: A fire alarm system and code compliant smoke detector is present in the space and is integrated into the main building system.
 - o Fees: Lessee shall pay all water, sewer connection and other utility connection fees and any other fees incurred by UNLV during the connection of utilities to the space.
 - o Storage: All storage shall be contained within the Premises.

- o Restrooms: The Premises shall not contain a restroom. Lessee and its employees shall use the Building's public restroom facilities. Requests for restrooms within the Premises shall be at Lessee's expense.
- Inspections and Final Inspection: Throughout the build out there shall be on going inspections by local agencies and UNLV inspectors. At the conclusion of Lessee's retail build-out; local agencies, UNLV, its representatives and /or Lessee shall conduct a final sign-off inspection of the premises. The inspection allows for all parties to review the build-out, the equipment and the readiness of the premises to open for business. As built drawings and related documents to be provided to UNLV by Lessee.

Building Documentation:

Prior to acceptance of the definitive lease agreement, UNLV shall submit to Lessee complete drawings in the form of construction documentation and "as-built" specification of the shell premises to include but not be limited to the following:

- Architectural
- Structural
- Electrical
- Mechanical
- Plumbing
- Fire Sprinklers (if applicable)

All work is to be permitted and approved by the applicable local code inspectors.

Lessee shall be responsible for any construction management/oversight costs deemed necessary.

Lessee shall have the right to make interior non-structural alterations to the premises. All alterations shall be approved by UNLV prior to the commencement of any work.

Lessee Requirements:

- Lessee shall be solely responsible for all employee compensation and ensure that all employees comply with all governmental rules. All Lessees will comply with all current and future Federal, State and local laws and regulations pertaining to wages and hours of employment.
- Lessee shall maintain an adequate staff of employees to provide efficient, prompt and courteous service.
- UNLV reserves the right to require Lessee's staff to participate in building-wide training and team building programs.
- Lessee must be willing to reassign any employee from direct contact with customers when requested to do so by UNLV, provided that such request shall be made only on the grounds that continued employment resulting in contact with customers would be detrimental to UNLV's public relations. UNLV may also ask Lessee to remove any employee from the site for cause, if due notice is given to Lessee by UNLV.
- UNLV requests that whenever possible Lessee hire UNLV students as part-time help.

HANDICAP ACCESSIBILITY:

All means of ingress/egress shall be at street/walkway level in compliance with the Americans with Disabilities Act. It shall be Lessee's responsibility to ensure full public and employee access and ADA accessibility compliance within its developed spaces and Lessee's improvements.

EQUIPMENT AND FURNISHINGS:

Lessee is responsible in partnership with RebelCard Administration, at his or her expense, for providing and maintaining any and all equipment and furnishings needed to operate. All equipment and

furnishings shall be removed at the end of the lease term and the leased space returned to UNLV in its original state, wear and tear expected.

UNLV requests that all Lessee electrical equipment be Energy Star rated equipment.

PARKING ACCESS:

Lessee shall have loading dock access for loading and unloading, but will need to abide by UNLV's parking policies at other times. All of Lessee's non-student employees may purchase UNLV parking permits to park at a UNLV parking area. Lessee or its employees shall be responsible for all payments to UNLV Parking Services.

UNLV shall provide access to the loading dock from 5:00 a.m. to mid-night. Lessee is responsible to have an employee at the loading dock to receive shipments.

UTILITIES:

Lessee pays for all utilities based on a percentage of square footage minus space occupied by RebelCard. Utility costs for any retail operation that requires excess usage shall be billed accordingly. Lessee shall be expected to make every effort to conserve utilities and to operate his/her equipment in an efficient manner.

UNLV shall not be liable for any loss that may result from the quality, quantity, interruption or failure of any such utilities or services under any circumstances.

Lessee shall be responsible for all telephone, Ethernet and fax services, including but not limited to installation, monthly equipment charges, local and long distance charges or similar services. These services shall be arranged with the UNLV Telecommunications Office.

MAIL:

Lessee shall be responsible for acquiring mail services from an off campus vendor, no mail service shall be provided by UNLV.

MAINTENANCE:

Maintenance and repair of Lessee's facility fixtures, equipment, interior facilities and premises are the responsibility of Lessee.

UNLV shall provide any general maintenance/repairs associated with utilities services. If there is evidence of Lessee abuse or neglect causing utility maintenance, UNLV shall charge Lessee for the direct cost of repairs.

If there is evidence of Lessee abuse or neglect causing needed maintenance in common areas or with common equipment (e.g., receiving area, rest rooms, public areas), UNLV shall charge Lessee for the direct and indirect cost of repairs.

UNLV shall provide grounds maintenance.

Lessee shall be responsible for janitorial/cleaning and equipment maintenance for the leased space. Cleaning shall be subject to UNLV inspection.

FIRE AND SAFETY CODES:

Lessee shall maintain its facility according to all appropriate state, city and UNLV fire codes. Lessee's facility shall be subject to periodic inspection by UNLV personnel plus state and local inspectors.

SECURITY and POLICE:

Lessee is responsible for all security of the individual retail area, including locks and alarms. Lessee shall be required to utilize security systems that are compatible with and integrate with existing UNLV security systems within the building. Lessee is responsible for security of all deliveries from the loading dock to the retail unit.

Lessee shall cooperate with the UNLV Police Department concerning enforcement of UNLV regulations and internal security and theft control in the facility. Lessee shall not, except in physically dangerous or other emergency situations, summon public emergency services other than through the UNLV Police Department. Lessee shall not hire employees who were convicted of theft, robberies and/or larcenies,

including embezzlements, by public authorities without prior consultation with the UNLV Police Department.

Lessee shall provide access to Student Union Facilities staff to retail location in case of emergencies.

SANITATION:

Lessee shall maintain its facility and ensure that all employees perform according to all appropriate state, county, city and University health codes. Lessee's retail area shall be subject to periodic inspection by UNLV, local and state officials. Lessee shall take all appropriate precautions to ensure that sanitation is maintained to the highest possible degree.

Lessee shall be responsible for the cleaning of the entire leased space including service, storage areas, equipment, floors, ceiling and walls. Cleaning shall take place during building hours. All areas shall be kept orderly, sanitary and in good condition and be kept free of insects, rodents, vermin and other pests.

UNLV shall coordinate with Lessee for appropriate pest control services and cost sharing for these services.

TRASH REMOVAL:

UNLV shall coordinate with all parties for the removal and disposal of all refuse. All related costs shall be shared proportionally.

Lessee is responsible for the placing of all refuse in the appropriate dumpster and for providing trash receptacles and plastic liners for Lessee's facility on the interior and exterior (if applicable) of the building.

ENVIRONMENTAL CONSERVATION:

Lessee shall initiate and/or cooperate with UNLV in providing environmental conservation programs such as recycling cardboard, glass and plastic and exercising control of the use of utilities to conserve natural resources.

UNLV encourages Lessee to utilize green or sustainable equipment and policies as much as possible.

GENERAL INSPECTION OF VENDOR PREMISES:

UNLV shall have the right of inspection of all areas, facilities, storage and auxiliary rooms and the operation of Lessee with respect to use, safety, sanitation and the maintenance of said premises. All areas shall be maintained at a level satisfactory to UNLV. These inspections may be at the request of UNLV and at UNLV's discretion. UNLV shall have the right to establish reasonable regulations from time to time with regard to such matters and Lessee agrees to comply with such regulations. Authorized representatives of UNLV shall have full access to all areas of said premises at any and all times.

OPERATING HOURS:

The UNLV Student Union is open: academic year: Monday-Saturday, 7:00 am – 11pm and Sunday, noon – 11pm; summer: Monday-Friday, 7am, - 8pm, Saturday-Sunday Noon – 8pm. UNLV would prefer the banking operations' hours be as closely aligned with the UNLV Student Union's hours as feasible. For information about the UNLV academic calendar refer to:

<http://go.unlv.edu/calendar/all/academiccalendar>

Lessee's hours of operation may not extend beyond the hours of operation of the UNLV Student Union unless approved in advance.

UNLV will provide reasonable notification to Lessee for changes to the UNLV Student Union schedule. All of Lessee's operating hours are subject to approval by UNLV. There may be times when UNLV requires Lessee to be open or closed.

Services Provided by Lessee – should include but not be limited to:

Banking Services:

- Full-service banking options including mortgage services, loans and lines of credit
- Checking accounts for students/employees, including deposits and withdrawals. Free debit card EFT-POS (electronic funds transfer at point-of-sale) transactions through a nationwide network (maximum may be set for number of free transactions per month).
- No minimum balance required in student/employee checking accounts.
- Free bank by Internet and toll-free number capability.
- Acceptance of direct deposit of student/employee payroll checks. This includes, but is not limited to, Direct Deposit of financial assistance, overpayments, or student and employee payroll.
- Ability for students or employees with Lessee's checking accounts to utilize the Web to transfer funds from their checking accounts into University Funds, the on-campus debit account. This service will be available twenty-four (24) hours per day, seven (7) days per week. Such funds would be immediately available for use.
- Ability to establish accounts during on-campus events, such as Summer Orientation
- Lessee shall assume financial liability normally associated with checking account, ATM, debit card and POS transactions, lost and stolen cards.
- Lessee shall handle lost/stolen cards on an immediate basis, 24 hours a day, 7 days a week. A toll free number shall be provided at no cost to UNLV.
- UNLV will have no liability for fraudulent use related to the cards or accounts.

Automated Teller Machines (ATM) Services and on-campus locations:

- ATM (Automated Teller Machine) transactions must be available through a nationwide network.
- ATM locations on campus are approved by UNLV. Per this contract, Lessee will be allowed one ATM within the premises of the on-site branch or on the storefront of the branch premises.
- Installation of equipment shall be the responsibility of Lessee.
- Equipment shall be current production models and appropriate to the required services. All equipment must be handicap accessible, meeting all ADA requirements and be qualified to maintain a ninety percent or better service time.
- Installation of equipment shall be the responsibility of Lessee. Specifications for installation and any services required from UNLV must be stated. UNLV will prepare the selected location for installations of the machines at Lessee's expense. Final connections and installations are to be made by Lessee.
- Lessee shall maintain and service the installed machines/equipment. The service personnel will observe all regulations in effect at the UNLV.
- Lessee shall be responsible for damage or loss to equipment or contents due to vandalism, robbery, or any other actions or cause. The UNLV will cooperate to the extent it deems feasible in guarding against such occurrences.
- NOTE: Lessee shall not be granted the exclusive right to provide ATM services on campus. UNLV currently has a contract in place with Bank of America to operate four ATM machines on campus.

RebelCard Services & Tech Specifications:

Lessee will provide the ability to "link" the UNLV ID cards to bank accounts of the contracting financial institution. The linked UNLV ID cards shall have the capability to be utilized at ATMs and Point of Sale (POS), in order to allow faculty and staff to pay for traditional goods and services on and off campus with funds directly from their FDIC insured checking account. The card will be a check card. UNLV will accept proposals on both debitcard/check cards only and/or credit/debit cards bearing Master Card or Visa logos. If UNLV chooses to go with a debitcard, the card will be UNLV produced. UNLV will print the contracted Financial Institution's logos on the back of the ID card in black. In the event that UNLV decides to go with a credit/debit card bearing a Master Card or Visa logo, Lessee would be required to pay for and produce the card.

ID Card System – Current Functionality:

The UNLV ID card is only provided to currently registered students or current employees and serves the following functions in addition to official identification.

- Campus Debit Account (RebelCash) is a stored-value account that will be used by holders to purchase items on and off campus such as food, books and other services. The RebelCash Account will also be used to pay for on-campus vending machines, laundry, copy services, tickets and numerous other campus privileges. The account is linked to track II of a magnetic stripe on the back of the card and when making purchases the amount is automatically deducted from the pre-deposited funds. Some advantages of the Campus ID Debit Account are that it is convenient, safe and accepted on campus. The account can be activated by making a deposit via check, credit/debit card by mail, telephone or in person at the campus Cashier's Office.
- Meal Plan is a declining balance account that all resident hall students are required to have and is separate from RebelCash. Residents use their UNLV ID card to access the meal plan and eat at any of the UNLV dining areas.
- The Libraries are a major user of the ID card. ID cards must be presented to use Library services. The UNLV Libraries use readers connected to the Library's information system for book checkout. Book checkout would use the barcode on the back of the card. Track II on the magnetic stripe would be linked to the RebelCash account for printing and copying.
- The UNLV Book Store also accepts RebelCash account linked to the magnetic stripe for purchases in their area.
- The on-line Blackboard Transaction System is a Unix based system. The system has been installed since 2001. Plans are underway to upgrade the Current Unix platform to a Windows based platform in the next year either through Blackboard or another campus card system. NOTE: Lessee will be responsible for following UNLV card system standards. All cardholder information and images are stored centrally on the server. The Datacard card production stations are networked to the central server.
- Other areas will be brought on line with the Blackboard or other campus card system as the program progresses.

ID Card Specifications:

The card must be compatible with nonproprietary American National Standards Institute (ANSI) CR-80 size (2.125" X 3.375") the width is 2.125" (plus/minus .002") UNLV will use a standard American Banking Association (ABA) Track II 2750-Oersted high-coercivity magnetic stripe encoding. The Track II mag stripe contains 50 characters. The magnetic stripe on the proximity card is also a 2750-Oersted, high-coercivity stripe, which meets ABA standards. This card will be encoded on track two for both the banking and customer number. All cards must also be NFC (Near Field Compatible) Smart Cards.

UNLV has its own ISO banking number (628007) from the American National Standards Institute to prevent future re-carding in the event either party withdraws from the program. Lessee will need to be able to recognize this number, define the number of digits required and placement of the number on the magnetic stripe for their use.

ID Card Objectives:

- Provide students with banking services through their ID card.
- Facilitate banking transactions using ID cards as an ATM and Debit/VISA card.
- Educate students on financial management.
- Produce revenue support for ID card program.

ID Card Other:

Currently a combination of Blackboard and Datacard ID Works is used to produce the UNLV ID Cards.

Marketing:

- All marketing and promotional/advertising programs that use Lessee's trademark, service mark or other proprietary mark used by UNLV are subject to approval by the UNLV prior to implementation.
- Lessee needs to obtain the UNLV's approval for any use of any UNLV name or logo. There may be a charge for use of UNLV logos.
- With Lessee's approval, UNLV reserves the right to use Lessee's logo in selected UNLV publications.
- Lessee shall obtain approval from UNLV for the placement of any signs, trade fixtures, decorations, lettering or advertising matter on or about the premises and shall maintain such signage in good condition. Any such fixtures shall be removed from the premises at the completion of the contract at Lessee's expense.

Financial Wellness Programs:

Lessee shall assist in educating the student body and employees on Financial Wellness, including knowledge about the fundamentals of money management, the importance of establishing good credit and how to prepare for a secure financial future.

Insurance Requirements

Lessee shall comply with the Insurance requirements as provided in Exhibit D Sample Lease Contract.

SECTION F
PRICING RESPONSE FORM

Lessee shall pay a fixed basic rent plus any additional royalties, bonuses, etc. proposed. The minimum rental income level needed to submit a proposal is **\$20.00** per square foot annually. This low initial square footage is in recognition of some slower time period (i.e. winter, spring and summer breaks) as well as partnership with RebelCard Office. The definitive lease agreement will be "triple net lease" (utilities/insurance/taxes) for Lessee. Lessee is responsible for all applicable taxes. Base Rent (as defined in the Sample Lease) will commence on February 1, 2013 or at the beginning of the first full month of occupancy after construction is completed. Both minimum guaranteed rent and percentage rent will have tiered increase of 3% per year over the term of the lease agreement.

1. Provide the proposed rent over first five years of the contract and any renewals.
2. Potential Royalty Revenue to University of Nevada, Las Vegas
 - a. Please show in detail all royalty and ATM revenues to the University of Nevada, Las Vegas related to the services proposed in this RFP (per card royalty and/or penetration percentage royalty).
 - b. Is there a minimum guaranteed level of royalty revenue sharing?
 - c. Please describe any financial support for re-carding students/employees who possess existing ID cards, to include the ISO number on the ABA magnetic stripe.
 - d. Please show the difference in potential revenue to a partnership for UNLV between an ATM Debit Card versus a Visa or Mastercard Check Card for a partnership.
 - e. Please detail out initial signing bonus provided to UNLV at the signing of contract.
 - f. Provide any other revenues to UNLV (i.e. additional financial incentives, support of scholarships and UNLV programs).
 - g. Provide a list of any proposed UNLV Amenities/Commission/Revenue Sharing (i.e., annual contributions, lump-sum contributions, in-kind gifts of contribution, transaction revenue sharing, etc.)
3. Provide a pro-forma income statement including projected sales, expenses by category and projected profit for the first five years of the contract. Provide details regarding the basis and assumptions on which these projections were calculated.

4. Direct Costs to the University of Nevada, Las Vegas

Please provide in detail any potential costs to the UNLV for the services proposed in the above sections of this RFP.

5. Costs to Customers

- a. Include a detailed listing of any fees/charges for banking services.
- b. List any fees charged to users of your ATM machines.

- c. Provide a list of any other costs to customers.

6. Investments in Training & Marketing/Advertising

- a. Provide information on costs spent on existing or proposed training programs for your staff which addresses customer service.
- b. Provide statement of national advertising dollars spent in the past three fiscal years, as well as dollars spent in the state of Nevada (if applicable).
- c. Provide information on proposed expenditures on annual marketing/advertising programs and related expenses that are national, local and University specific.

7. Costs of Construction

As previously stated, Lessee shall be responsible for the costs of build-out for the entire space, including the needs of the RebelCard operations. Please provide estimated costs to Lessee as follows:

- a. Provide a listing of architectural, design and construction costs related to the build-out of the proposed space.
- b. Provide a list of all equipment, furnishings, uniforms and signage that are proposed to be used along with its specifications, including utilities, voltage, plumbing, amperage, water/drains, etc., including associated costs

SECTION G
RFP RESPONSE FORM

ACKNOWLEDGMENT OF ADDENDA:

The undersigned acknowledges receipt of the following addenda:

Addenda No. _____ Dated _____ Addenda No. _____ Dated _____

Addenda No. _____ Dated _____ Addenda No. _____ Dated _____

The undersigned, as an authorized representative for the Company named below, acknowledges that he/she has examined this Request for Proposal including any related documents, and hereby offers to furnish all labor, materials, tools, supplies, equipment and services necessary to comply with the specifications, terms and conditions set forth herein and at the prices stated.

COMPANY NAME: _____

SIGNATURE: _____ DATE: _____

PRINTED NAME AND TITLE: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

PHONE NO.: _____ FAX NO.: _____

E-MAIL ADDRESS: _____ FEDERAL TAX ID NO: _____

Please check the appropriate box below all in accordance with Section B – General Terms & Conditions.

MINORITY BUSINESS TYPE:

Minority Business Enterprise	☐	Women-Owned Business Enterprise	☐
Physically Challenged Business Enterprise	☐	Veteran/Disabled Veteran Business Enterprise	☐
Small Business Enterprise	☐	Not Applicable	☐

DEBARMENT/SUSPENSION STATUS

1. The proposer/contractor certifies that it is not suspended, debarred or ineligible from entering into contracts with the Executive Branch of the Federal Government, or in receipt of a notice of proposed debarment from any State agency or local public body.
2. The proposer/contractor agrees to provide immediate notice to UNLV's Purchasing department in the event of being suspended, debarred or declared ineligible by any State or Federal department or agency, or upon receipt of a notice of proposed debarment that is received after the submission of this proposal but prior to the award of the purchase order/contract.

EXCEPTIONS

Any exceptions to any of the specifications or requirements of this RFP shall be noted in writing, and attached to the proposal when submitted. By taking exceptions and clearly stating them in writing on a separate sheet of paper headed "EXCEPTIONS", and by offering alternates to replace the stated requirements, the proposer may still compete in the solicitation. However, the UNLV Purchasing Department shall be the sole judge of the acceptance or rejection of any exceptions.

Are there exceptions to this proposal? YES _____ NO _____

LIST OF SUBCONTRACTOR(S) (if applicable)

Subcontractor Name: _____

Contact Person _____ Telephone Number _____

Description of Work _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A :	
INSURED	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$1,000,000 \$
	☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC						
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS						
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? ☐ Y/N ☐ N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$100,000 E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$500,000
	PROFESSIONAL LIABILITY (IF APPLICABLE)						PER CLAIM \$500,000 MINIMAL AGGREGATE \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Board of Regents
 Nevada System of Higher Education
 4505 Maryland Parkway
 Las Vegas, NV 89154

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

EXHIBIT B
Proposed space to be Occupied by Lessee and UNLV RebelCard Services

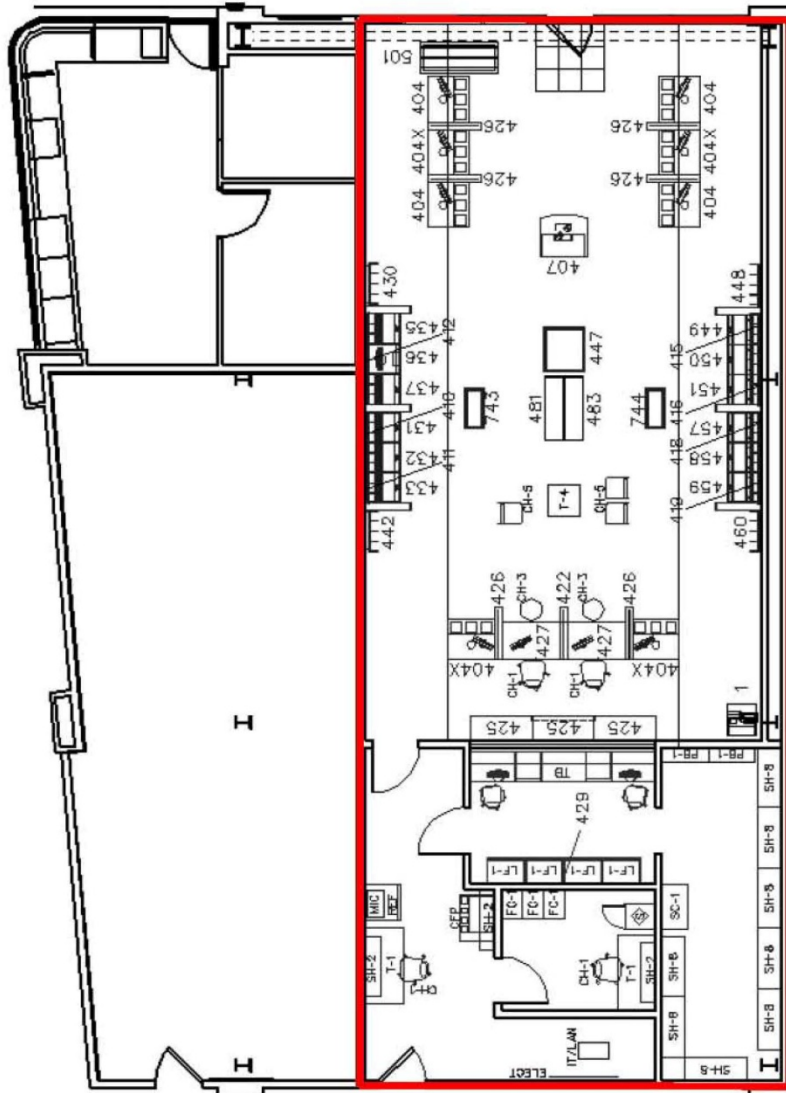


EXHIBIT C
Temporary Space to be Occupied by Lessee During Build Out

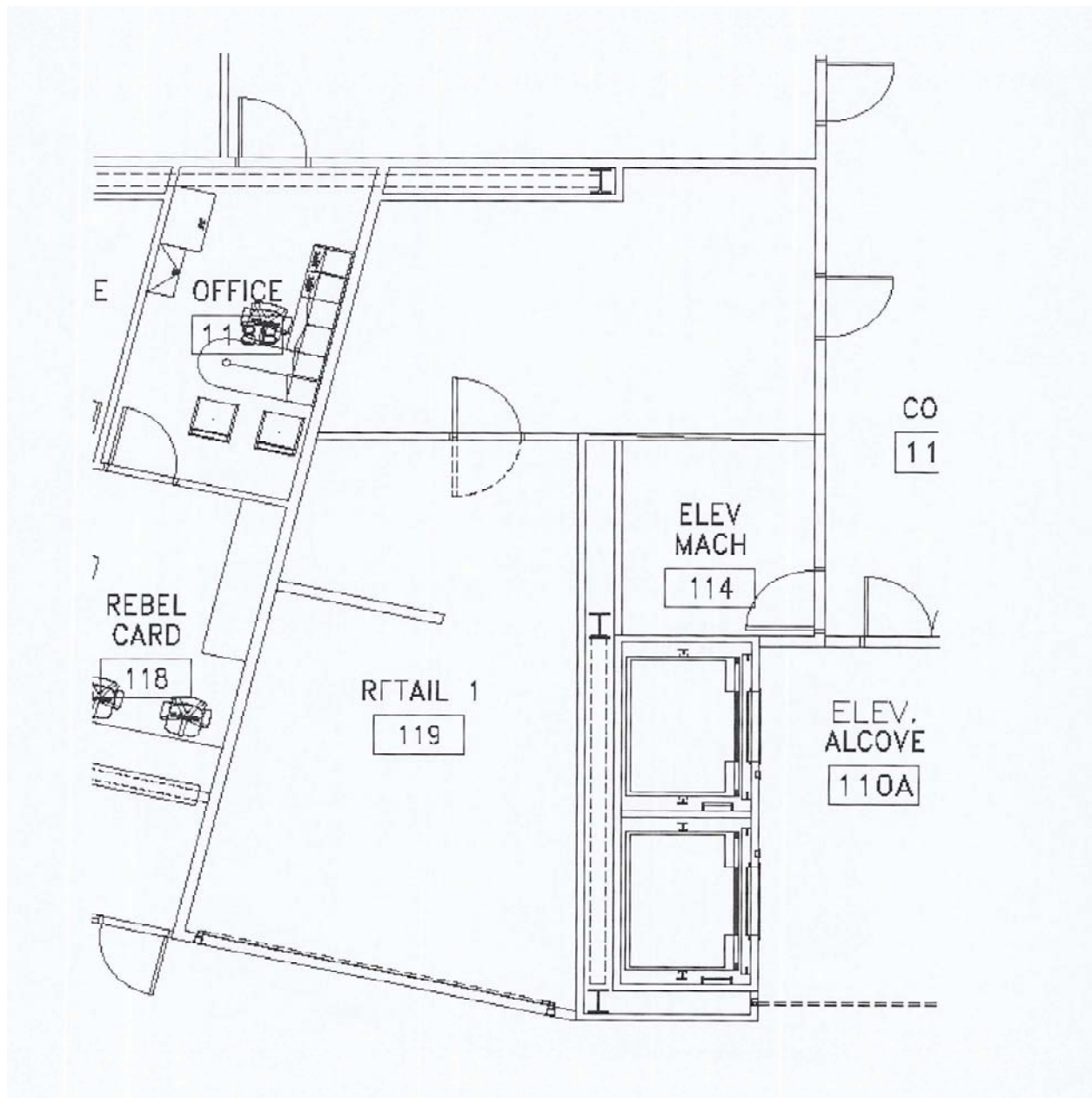


EXHIBIT D
SAMPLE LEASE CONTRACT

Retail Lease Agreement

This Retail Lease Agreement (this "Agreement"), is made this ____ day of _____, 20__ by and between _____ ("Lessee") and the Board of Regents of the Nevada System of Higher Education, on behalf of the University of Nevada, Las Vegas ("Lessor").

W I T N E S S E T H:

WHEREAS, Lessor is seeking a Tenant to occupy available retail space in the UNLV Student Union; and

WHEREAS, Lessee desires to lease space within the UNLV Student Union for the purposes contained herein;

NOW, THEREFORE, Lessor and Lessee agree as follows:

1.0 Definitions:

1.1 The term "Campus," whenever used herein, means the University of Nevada, Las Vegas Maryland Campus located at 4505 Maryland Parkway, Las Vegas, NV 89154 and all property and improvements contained within its boundaries at the date of this Agreement or at any other future date during the term of this Agreement.

1.2 The term "Environmental Laws," whenever used herein, means any one or all of the laws and/or regulations of the Environmental Protection Agency or any other federal, state or local agencies, including, but not limited to, the following as the same are amended from time to time:

COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT (42 U.S.C. Section 9601 et seq.)

RESOURCE CONSERVATION AND RECOVERY ACT (42 U.S.C. Section 6941 et seq.)

TOXIC SUBSTANCE CONTROL ACT (15 U.S.C. Section 2601 et seq.)

SAFE DRINKING WATER ACT (42 U.S.C. Section 300h et seq.)

CLEAN AIR ACT (U.S.C. Section 7401 et seq.)

CLEAN WATER ACT (33 U.S.C. Section 1251 et seq.)

UNIFORM FIRE CODE, 1997 Ed. (Sections 79 and 80)

SANITATION (Nevada Revised Statutes, Chapter 444)

NEVADA WATER POLLUTION CONTROL LAW (Nevada Revised Statutes 445.131 through 445.399)

HAZARDOUS MATERIAL, INCLUDING UNDERGROUND STORAGE TANK REGULATIONS (Nevada Revised Statutes, Chapter 459)

OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) (29 CFR, Sections 1910 and 1926)

and regulations promulgated thereunder and any other laws, regulations and ordinances (whether enacted by the Federal, State or local government) now in effect or hereafter enacted that deal with the regulation or protection of the environment, (including, but not limited to, ambient air procedures and records detailing chlorofluorocarbons [cfc]), ambient air, ground water, surface water and land use, including sub-strata land. Lessor recognizes that Lessee is subject to local government laws, rules and regulations including State of Nevada Public Works Board rules and regulations as may be applicable to the Premises.

- 1.3 The term "Hazardous Material," whenever used herein, means the definitions of hazardous substance, hazardous material, toxic substance, regulated substance or solid waste as defined within the following:

COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT (42 U.S.C Section 9601 et. seq.)

RESOURCE CONSERVATION AND RECOVERY ACT (42 U.S.C. Section 6901 et. seq.)

HAZARDOUS MATERIALS TRANSPORTATION ACT (49 U.S.C. Section 1801 et. seq.) and all present or future regulations promulgated thereto.

DEPARTMENT OF TRANSPORTATION TABLE (49 C.F.R. Section 172.101) and amendments thereto.

ENVIRONMENTAL PROTECTION AGENCY (40 C.F.R. Part 302 and amendments thereto)

TRANSPORTATION OF HAZARDOUS MATERIALS BY MOTOR VEHICLE (Nevada Revised Statutes 459.700 through 459.780) and all present or future regulations promulgated thereto.

All substances, materials and wastes that are or that become, regulated under, or that are, or that become classified as hazardous or toxic under any environmental law, whether such laws are Federal, State or local. Lessor recognizes that Lessee is subject to local government laws, rules and regulations as may be applicable to the Premises or the use of the Premises.

- 1.4 The term "Release," whenever used herein, means any releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing or dumping of any hazardous material as defined hereinabove.
- 1.5 The term "Premises," whenever used herein, means that certain retail space located within the UNLV Student Union Building on the UNLV Campus, consisting of _____ square feet as described in Exhibit "A," which is attached hereto and incorporated herein by this reference. A floor plan of the Premises is shown on Exhibit "C," which is attached hereto as incorporated herein by this reference.
- 1.6 The term "Building," whenever used herein, means the UNLV Student Union Building.

2.0 Premises:

For and in consideration of the promises, the covenants and agreements herein contained and other valuable consideration, Lessee does hereby hire and take from Lessor and Lessor does hereby grant to Lessee the Premises upon the following terms and conditions.

3.0 Terms:

- 3.1 The terms of this Agreement shall be for a period of five (5) years, beginning _____ and ending _____ (the "Lease Term") with five one-year options to renew the lease for twelve months (each, an "Option") for up to a total of sixty (60) additional calendar months based on mutual agreement by Lessor and Lessee.
- 3.2 Each Option must be exercised by written notice to Lessor no less than four (4) months prior to the expiration of the Lease Term or the then-current extension; otherwise, the Option shall be null and void. In the event Lessee elects to exercise an Option, Lessor shall provide written notice to Lessee as to Lessor's election within fifteen working days of receipt of Lessee's notice. Failure by Lessor to provide written notice within the 15-day period shall be deemed an election by Lessor not to agree to the extension of the Lease Term.
- 3.3 In the event Lessee and Lessor agree to the extension of the Lease Term in a timely manner as provided above, provided Lessee has fully and faithfully kept and performed all other terms, covenants and

conditions of this Agreement and no event of Default exists at the time of such notice or at the expiration of the initial Lease Term, the Lease Term shall be extended for the period set forth above. Whereupon, this Agreement and, except as is provided above, all of the terms and conditions hereof shall continue and remain in full force and effect during such extended Lease Term. If an event of default exists under this Agreement at either the time of the notice or at the expiration of the Lease Term, the exercise of the Option shall, at the election of Lessor, be void and the Option shall be null and void.

4.0 Governing Law:

Lessee and Lessor agree that the laws of the State of Nevada and United States of America shall govern the validity, construction, interpretation and effect of this Agreement. Any and all disputes arising out of or in connection with the Agreement shall be litigated only in the Eighth Judicial District Court in and for the County of Clark, State of Nevada and Lessee and Lessor hereby expressly consent to the jurisdiction of said court.

5.0 Consideration: **Portion of Paragraph 5.0 will be revised based on Proposal**

Throughout the term of this Agreement, Lessee shall pay to Lessor all of the following amounts (i.e., those listed in Sections 5.1 and 5.3), collectively referred to herein as the "Rent".

- 5.1 **Base Rent.** Lessor reserves and Lessee agrees to pay as rent for the Premises without notice or demand, to Lessor an annual rent of \$_____ ("Base Rent") payable to Lessor in the amount of \$_____ in advance on the first day of each month commencing on _____ (the "Effective Date"). If any month of the Lease Term or any extension thereof is less than a full calendar month, the rent for such month shall be prorated according to the number of days in that month.
- 5.2 **Rent Increase.** The Base Rent shall increase by three percent (3%) upon the annual anniversary of the agreement Effective Date. The following chart states the Base Rent amounts for the term of this Agreement, which includes the annual three percent (3%) increase.

Base Rent amounts are as follows:

Lease Year	Annual Base Rent	Monthly Base Rent	Square Footage of Space	Price Per Square Foot
One				
Two				
Three				
Four				
Five				
Option One				
Option Two				
Option Three				
Option Four				
Option Five				

Portions of Paragraph 5.3 May Not Apply or May Be Revised Based on Proposals

- 5.3 **Percentage Rent.** The amount ("Percentage Rent") which is the product of _____ percent (___%) or _____ dollars (\$) multiplied by Lessee's Gross Sales (hereinafter defined) for each successive twelve month period following the Effective Date ("Lease Year").

- 5.3.1 Within five (5) days following the end of each month, Lessee shall (a) submit to Lessor monthly financial statements which states Lessee's Gross Sales for the preceding month and (b) pay to Lessor Percentage Rent in an amount equal to the amount which is the product of _____ percent (____%) multiplied by Lessee's Gross Sales for the preceding month.
- 5.3.2 Not later than sixty (60) days following the end of each Lease Year, Lessee shall submit to Lessor a written statement certified as true, correct and complete by an independent recognized certified public accountant, which includes an analysis of: (a) Lessee's Gross Sales for the preceding Lease Year and the amount of Percentage Rent due for that Lease Year in accordance with the provisions of this Agreement; and (b) the amount of Percentage Rent already paid by Lessee to Lessor as Percentage Rent for that Lease Year. If that statement shows that additional Percentage Rent is due, that amount shall be included with the statement. If that statement shows that Lessee has overpaid Percentage Rent, Lessor shall give Lessee credit for such overpayment against future Percentage Rent.
- 5.3.3 "GROSS SALES" SHALL MEAN THE ENTIRE AMOUNT OF THE SALES OF MERCHANDISE, SERVICES AND ALL OTHER RECEIPTS WHATSOEVER OF ALL BUSINESS CONDUCTED IN OR FROM THE PREMISES, INCLUDING, WITHOUT LIMITATION: (A) MAIL, INTERNET, ELECTRONIC DATA TRANSMISSION OR RECEPTION BY ANY MEANS, OR TELEPHONE ORDERS TRANSMITTED FROM, RECEIVED OR FILLED AT THE PREMISES; (B) ALL DEPOSITS NOT REFUNDED TO PURCHASERS; (C) ORDERS TAKEN, ALTHOUGH SUCH ORDERS MAY BE FILLED ELSEWHERE; AND (D) SALES BY ANY PERMITTED SUBLESSEE, CONCESSIONAIRE OR LICENSEE OR OTHERWISE IN OR FROM THE PREMISES (WHETHER SUCH SALES ARE FOR CASH, ON CREDIT OR DEBIT OR IN ANY OTHER FORM, INCLUDING, WITHOUT LIMITATION, "REBELCARD" TRANSACTIONS). NO DEDUCTIONS SHALL BE ALLOWED FOR UNCOLLECTED OR UNCOLLECTIBLE CREDIT ACCOUNTS. GROSS SALES SHALL NOT INCLUDE: (1) ANY SALES TAX, GROSS RECEIPTS TAX OR SIMILAR TAX BY WHATEVER NAME CALLED, THE AMOUNT OF WHICH IS DETERMINED BY THE AMOUNT OF THE SALE MADE AND FOR WHICH LESSEE OR ANY PERMITTED SUBLESSEE, CONCESSIONAIRE OR LICENSEE OF LESSEE IS REQUIRED TO ACCOUNT AND PAY OVER TO ANY GOVERNMENTAL AGENCY; (2) TRANSFERS OF MERCHANDISE MADE BY LESSEE FROM THE PREMISES TO ANY OTHER STORES OR WAREHOUSES OF LESSEE OR ITS AFFILIATED COMPANIES, PROVIDED THE PURPOSE OF SUCH TRANSFER(S) IS NOT TO AVOID PAYMENT OF PERCENTAGE RENT HEREUNDER; OR (3) CREDITS OR REFUNDS GIVEN TO CUSTOMERS FOR MERCHANDISE RETURNED OR EXCHANGED.
- 5.3.4 LESSEE SHALL PREPARE AND KEEP FULL, COMPLETE, PROPER AND ACCURATE BOOKS, RECORDS AND ACCOUNTS OF GROSS SALES, INCLUDING TRUE COPIES OF ANY SALES TAX REPORTS THAT LESSEE MAY BE REQUIRED TO FURNISH TO ANY GOVERNMENT OR GOVERNMENTAL AGENCY, BOTH FOR CASH AND ON CREDIT ("SALES RECORDS") OF EACH SEPARATE DEPARTMENT AT ANY TIME OPERATED IN THE PREMISES. LESSEE SHALL INSTALL AND THROUGHOUT THE TERM MAINTAIN, A CASH REGISTER OR REGISTERS OR OTHER AUTOMATED EQUIPMENT CAPABLE OF RECORDING CONTINUOUS TOTALS OF ALL RECEIPTS FROM SALES MADE AND SERVICES RENDERED IN AND FROM THE PREMISES ("COMPUTER TAPES"). LESSEE'S SALES RECORDS AND COMPUTER TAPES SHALL BE AVAILABLE FOR INSPECTION BY LESSOR OR ITS AGENT AT ALL REASONABLE TIMES EITHER AT THE PREMISES OR AT A PLACE AGREEABLE TO THE PARTIES, FOR A PERIOD OF AT LEAST FIVE (5) YEARS AFTER THE END OF EACH LEASE YEAR OR PARTIAL LEASE YEAR.
- 5.3.5 REGARDLESS OF LESSOR'S ACCEPTANCE OF PAYMENTS OF PERCENTAGE RENT, LESSOR SHALL HAVE THE RIGHT TO AUDIT AT ANY REASONABLE TIME LESSEE'S SALES RECORDS, COMPUTER TAPES AND OTHER BOOKS AND RECORDS (INCLUDING THOSE OF ANY PERMITTED SUBLESSEE, CONCESSIONAIRE OR LICENSEE) RELEVANT TO THE VERIFICATION OF GROSS SALES. IF THE AUDIT SHOWS THAT ACTUAL GROSS SALES EXCEED THOSE REPORTED TO LESSOR BY LESSEE, LESSEE SHALL IMMEDIATELY PAY LESSOR THE RESULTANT DEFICIENCY IN PERCENTAGE RENT (A

"DEFICIENCY"), PROVIDED THAT IF FOR ANY LEASE YEAR, SUCH EXCESS IS: (A) ONE PERCENT OR MORE, LESSEE SHALL IN ADDITION PAY LESSOR THE COST OF THE AUDIT; (B) TWO PERCENT OR MORE, LESSEE SHALL IN ADDITION TO THE COST OF THE AUDIT, PAY LESSOR TWICE THE AMOUNT OF THE DEFICIENCY FOR THAT YEAR AND FOR EACH LEASE YEAR THEREAFTER FOR WHICH THERE IS A DEFICIENCY; AND (C) TWO PERCENT OR MORE FOR TWO LEASE YEARS OUT OF ANY FIVE LEASE YEAR PERIOD, THEN LESSOR SHALL HAVE THE OPTION OF TREATING THE SECOND SUCH DEFICIENCY AS A DEFAULT UNDER THIS AGREEMENT. ANY INFORMATION PROVIDED BY LESSEE FOR AUDIT PURPOSES SHALL BE HELD IN CONFIDENCE BY LESSOR AND ITS AGENTS.

- 5.4 Late Charges. Lessee hereby acknowledges that late payment by Lessee to Lessor of rent and other sums due hereunder will cause Lessor to incur costs not contemplated by this Agreement, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges and late charges which may be imposed on Lessor by the terms of any mortgage or trust deed covering the Premises. Accordingly, if any installment of Base Rent, Percentage Rent or any other sum due from Lessee shall not be received by Lessor or Lessor's designee within ten (10) days after such amount shall be due, then, without any requirement for notice to Lessee, Lessee shall pay to Lessor a late charge equal to five percent (10%) of monthly base rent for each day that payment is late. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Lessor will incur by reason of late payment by Lessee. Acceptance of such late charge by Lessor shall in no event constitute a waiver of Lessee's default with respect to such overdue amount, nor prevent Lessor from exercising any of the other rights and remedies granted hereunder. In the event that a late charge is payable hereunder, whether or not collected, for three (3) consecutive installments of rent, then rent shall automatically become due and payable quarterly in advance, rather than monthly.

5.5 Rent Submission:

Base Rent and Percentage Rent will be paid either by monthly electronic funds transfer or check payable to: Board of Regents, NSHE

Mail to:

6.0 Use of the Premises:

- 6.1 General Use. Lessee will use and occupy the Premises for the purpose of _____. Use for any other purpose is prohibited without first obtaining the written consent of Lessor therefor. Lessee will conform to and comply with all applicable municipal, state and federal laws in using the Premises and will not use or suffer to be used the Premises in any manner in contravention of any applicable municipal, state or federal law, nor in such a manner that will increase the existing rate for property insurance for the Premises.
- 6.2 Fire and Life Safety. Lessee and its employees will comply with all federal, state and local fire and life safety regulations relating to the Premises, as well as safety procedures and training established by Lessor. Premises shall be subject to periodic inspection by Lessor's personnel, state, and local inspectors.

7.0 Condition of Premises and Repairs:

Lessee has examined the Premises prior to the execution hereof, knows the condition thereof and acknowledges that Lessee has received the Premises in good order and condition and that no representation or warranty as to the condition or repair of the Premises has been made by Lessor, except for the following: (a) no Hazardous Materials shall be present in the Premises; (b) the Premises shall be in compliance with all applicable laws, codes and regulations; and (c) the mechanical and building systems shall be in good working order. At the expiration of the term of this Agreement, or any renewal or extension thereof, Lessee will yield up peaceably the Premises to Lessor in as good order and condition as when the same were entered upon by Lessee, loss by fire or inevitable accident, damage by the elements and reasonable use and wear and tear excepted.

8.0 Alterations, Additions and Improvements:

8.1 Tenant Improvements:

None provided by Lessor. Lessee, at its sole cost and expense, shall do all work necessary to build out and fixture the interior of the Premises (the "Tenant Improvements"), all in accordance with written plans and specifications approved by Lessor (the "Plans and Specifications"). The Plans and Specifications shall be delivered to Lessor within a reasonable time frame after execution and delivery of this Agreement Lessor shall deliver the Premises to Lessee in accordance to the terms and conditions as described in Exhibit "B" attached hereto and by this reference made a part hereof.

8.1.1 The Plans and Specifications submitted by Lessee to Lessor shall include all information necessary so as to be acceptable to Lessor and/or State of Nevada Public Works Board (Building Official) for issuance of necessary authorizations to commence and complete Lessee's work and shall include, without limitation, the following:

- (1) Architectural Drawings (including, without limitation, store finishes, partitions and fixture, any changes to storefront elevation, a sample board indicating proposed interior wall and floor finishes and lighting fixtures and all proposed signage and views into the Premises);
- (2) Structural Drawings
- (3) Electrical Drawings
- (4) Drawings showing any heating, ventilation and air conditioning system or systems and plumbing or proposed revisions thereto.
- (5) Fire Sprinklers, if applicable

8.1.2 Within a reasonable time frame after Lessor's receipt of the Plans and Specifications, Lessor shall submit changes thereto to Lessee, including any changes required to satisfy all the requirements set forth in Section 8.1.1, Lessee shall amend the Plans and Specifications to incorporate said changes within a reasonable time frame thereafter and the parties shall sign the final Plans and Specifications as amended. Lessee shall be responsible for all related costs including change order costs.

8.1.3 Tenant Improvements and all furniture, fixtures, equipment and other installations in the Premises shall be new and attractive. Within a reasonable time frame of the date the Premises are delivered to Lessee (the "Delivery Date"), Lessee shall deliver to Lessor, at Lessee's expense, as-built plans of the Premises, including, but not limited to, all Tenant Improvements.

8.1.4 Tenant Improvements shall be performed in accordance with all applicable rules and in such a way as not to interfere with construction of the Building or work being done by or for other tenants. In addition, Lessee shall: (a) pay for all water, sewerage electricity and other services or utilities required by Lessee in connection with the Tenant Improvements prior to the date Lessee opens the Premises for business; (b) remove all trash and waste material promptly and regularly during and promptly upon completion of Tenant Improvements; and (c) furnish to Lessor all

certificates and approvals with respect to the Tenant Improvements that may be required from any governmental authorities for the issuance of a certificate of occupancy of the Premises.

- 8.1.5 Prior to the commencement of Tenant Improvements and thereafter prior to the commencement of any work in or about the Premises at any time during the Lease Term and any extension or renewal thereof, Lessee and every contractor employed by Lessee shall purchase and maintain during the life of the contract and until a Notice of Completion is recorded, the insurance set forth herein as protection against claims which may arise out of or result from the contractor's operation under the contract whether such operation be by itself or by any subcontractor or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable. The contractors shall either insure its subcontractors under its own policies or require each of its subcontractors to procure and to maintain during the life of the subcontract, subcontractor's insurance of the same type and in the same amount set forth herein.
- 8.1.6 All Tenant Improvements shall at all times be free and clear of all liens and claims of all kinds from all sources (i.e., no item can be purchased or installed or later made subject to conditional sale, lease or chattel mortgage or any other kind of financing or security interest) and Lessee shall at any time and from time to time execute and deliver such documents, in recordable form, that Lessor may request, in its sole and absolute discretion, to give Lessor a first priority security interest in all or any part of Tenant Improvements. Lessee agrees to: (i) protect and hold Lessor harmless with respect to any liens for labor or materials filed against the Premises or the building by any contractor performing work for Lessee on or off the Premises and hereby gives Lessor an irrevocable power of attorney to do all things which Lessor considers necessary or desirable to remove any such liens; and (ii) furnish such bonds or other assurances as will enable Lessor's title insurer to insure title to the building without exception for mechanics and materialmen's liens arising as a result of Tenant Improvements.
- 8.1.7 Lessee shall not at any time install any equipment of any kind or nature whatsoever which will or may necessitate any changes, replacements or additions to, or in the use of, the water system, heating system, plumbing system, air-conditioning system or electrical system of the Premises or the Building without Lessor's prior written consent, which shall be conditioned upon Lessor's absolute satisfaction: (a) that the changes are appropriate in light of the needs and convenience of all other tenants in the Building; and (b) as to Lessee's payment of all costs related to the changes. Any Lessee equipment which causes noise or vibration that may be transmitted to the structure of the Building or to any space therein to such a degree as to be objectionable to Lessor or to any tenant in the building shall be installed and maintained by Lessee, at Lessee's sole expense, on vibration eliminators or other devices sufficient to eliminate such noise and vibration.
- 8.1.8 All Tenant Improvements shall be handicap accessible and in compliance with the Americans with Disability Act (ADA).
- 8.1.9 Lessee shall be responsible for any construction management/oversight costs deemed necessary by Lessor for the employ of University construction management staff. Upon request Lessor shall provide to Lessee a written estimate prior to any work performed. Payments for these services will be billed through UNLV Division of Student Life and submitted to the address provided in paragraph 5.5 of this agreement.
- 8.1.10 All architects, contractors and subcontractors must have appropriate licenses as required by the State of Nevada and shall be subject to prior approval of Lessor which shall not be unreasonably withheld, conditioned or delayed.
- 8.1.11 Inspection.
 - 8.1.11.1 Throughout the build out process, Lessee will allow periodic inspections of the Premises by governmental authorities and authorized representatives of Lessor to verify compliance with approved plans and specifications for build out.
 - 8.1.11.2 At the conclusion of the build out process, governmental authorities, authorized representatives of Lessor and/or contractor will conduct a final sign-off inspection

of the Premises to verify compliance with approved plans and specifications for build out

8.2 Lessee shall not make or suffer or permit to be made, any alterations, additions or improvements whatsoever in or about the Premises without first obtaining the written consent of Lessor therefor which shall not be unreasonable withheld, conditioned or delayed; provided, however, that such consent, if given, will be subject to the express condition that any and all alterations, additions and improvements shall be done at Lessee's own expense and that no liens of mechanics, materialmen, laborers, architects, artisans, contractors, subcontractors or any other lien of any kind whatsoever shall be created against or imposed upon the Premises or any part thereof.

8.2.1 Signage. All internal and external signage must be pre-approved by Lessor to ensure compliance with Lessor design standards. Signs found not in conformance will be removed and necessary repairs made at Lessee expense. Upon termination of this Agreement, signage will be removed from the Premises at Lessee's sole expense. Any permanent or temporary signs or graphics in the interior of the Premises, provided that such signs are professional designed and manufactured. Lessee will not attach by adhesive (excepting decal) any sign, other than hours of operation, directly to the windows of the Premises. Such signage shall be of the maximum size allowable by Lessor's sign criteria. Any such signs may contain, in addition to Lessee's trade name, any service or trademarks, logos or other descriptive slogans or workding, which Lessee deems appropriate, and subject to Lessor's sign criteria. Lessor further agrees that Lessee shall be allowed to utilize, subject only to applicable law, its standard color(s) in any such signs. Lessor shall disclose any covenant or condition-prohibiting Lessee from utilizing is standard color(s) prior to the execution of this Agreement. Signs found not in conformance will be removed and necessary repairs made at Lessee expense. Upon termination of this Agreement, Lessee's signage will be removed from the Premises at Lessee's sole expense.

8.3 Alterations, additions or improvements on or in the Premises at the commencement of the Lease Term and that may be thereafter erected or installed therein, shall become part of the Premises and the sole property of Lessor, except that all moveable fixtures installed by Lessee shall be and remain Lessee's property and shall not become the property of Lessor.

8.4 Redelivery and Disposal of Improvements at Termination:

8.4.1 Lessee covenants that at the termination of this Agreement, howsoever caused, it will quit and surrender the Premises in good repair and condition, excepting reasonable wear and tear, acts of God, the public, enemy or the action of the elements.

8.4.2 Upon termination of this Agreement howsoever cause, Lessor will require Lessee to remove from the Premises, within thirty (30) days of termination, all equipment, trade fixtures and personal property belonging to Lessee or its sublessees. Alterations authorized by Lessor may remain.

For purposes of this Subsection 8.4.2, the words "equipment, trade fixtures and personal property" will include, but not limited to, signs (electrical or otherwise) used to advertise or identify Lessee's business, all equipment used in connection with the conduct of its business whether or not such equipment is bolted or otherwise attached to the Premises; any other mechanical device; and all other miscellaneous equipment, furnishings and fixtures installed on or placed on or about the Premises and used in connection with Lessee's business thereon.

9.0 Services to the Premises:

9.1 Lessee shall pay its proportionate share of the following expenses ("Expenses") determined by multiplying the Expenses for the calendar year in question by Lessee's Proportionate Share (as defined herein):

- (1) Utilities such as; electricity, water and sewer
- (2) Refuse removal
- (3) Common area maintenance, janitorial services, and grounds maintenance

"Lessee's Proportionate Share" shall be a fraction, the numerator of which is the Lessee occupied square footage of the Premises (agreed to be _____rentable square feet) and the denominator of which is the total rentable square footage of the Building (agreed to be approximately 135,338 gross square feet). Accordingly Lessee's Proportionate Share, for purposes of determining Lessee's Proportionate Share of Expenses, is _____%. At Lessor's discretion, additional utility costs can be billed to Lessee based on excess use of any utilities. Lessee shall receive a monthly statement for the proportionate share of utility costs that are due sixty (60) days from billing date. Payments are to be submitted to the address provided in paragraph 5.5 of this agreement.

9.2 Lessee shall furnish and pay for the following services or supplies:

- (1) Telephone, Ethernet and fax service installation, service, equipment charges, billing for local long distance or similar service charges. These services shall be arranged with the Lessor's Telecommunications Office.
- (2) Data installation and service
- (3) Installation and service fees for security devices for Premises such as locks and alarm systems. Lessee shall be required to use locking and alarm systems compatible with UNLV's security systems within the building.
- (4) Equipment and maintenance of said equipment necessary for the conduct of Lessee's business
- (5) Janitorial services for the Premises
- (6) Maintenance and repair of the Premises interior, facility fixtures, and equipment
- (7) Signage
- (8) Parking – Lessee and/or employees are responsible for obtaining UNLV parking permits to park in Lessor designated parking areas
- (9) Management, compliance and disposal of hazardous waste
- (10) Mail Delivery- Lessee shall be responsible for acquiring mail service from an off campus vendor. Lessor shall not provide or be responsible for any postal delivery services
- (11) Shipping and Receiving – Lessor will not provide or be responsible for any parcel delivery services. Lessee shall be responsible for acquiring shipping and receiving services from an off campus vendor.
- (12) Any services or supplies not itemized above

9.3 Lessee shall make every effort to conserve utilities and to operate its equipment in an efficient manner.

9.4 Lessee shall be held responsible for any damages to utility services in Paragraph 9.1 due to by abuse or neglect by Lessee.

9.5 Lessor will not be held liable for any loss that may result from the quality, quantity, interruption or failure of utilities or services under any circumstances.

9.6 Lessor shall coordinate refuse removal and disposal and all costs shall be shared proportionally. Lessee shall be responsible for placing all refuse in the appropriate dumpster and for providing trash receptacles and plastic liners for the interior and exterior use of the Premises.

9.7 Lessor shall be responsible for maintenance and good repair of the following items;

- (1) Interior and exterior of Building structure
- (2) Heating ventilation, air conditioning (HVAC), and mechanical systems which serve the Building as a whole. Lessor shall not be responsible for maintenance and repairs of any improvements installed by Lessee.
- (3) Utility line connections that are not located within or exclusively serve Lessee's Premises

10.0 Sanitation:

10.1 Lessee shall maintain Premises and ensure that all employees perform according to all appropriate state, county, city and Lessor health codes.

10.2 The Premises shall be subject to periodic inspection by Lessor, local and state officials.

- 10.3 The Lessee shall take all appropriate precautions to ensure that sanitation is maintained to the highest possible degree.
- 10.4 Lessee shall be responsible for the cleaning the interior of the Premises, including service, storage areas, equipment, floors, ceiling and walls. Cleaning must take place during Building hours. All areas will be kept orderly, sanitary and in good condition and be kept free of insects, rodents, vermin and other pests.
- 10.5 If necessary, Lessor will coordinate with Lessee appropriate pest control services and cost sharing for these services.

11.0 Hours of Building and Business Operation:

- 11.1 Lessor shall provide Lessee with a schedule of operating hours for the Building. Lessor shall provide reasonable notification to Lessee of any changes in the operating schedule of the Building.
- 11.2 Lessee shall provide Lessor with a schedule of its operating hours that includes standard weekly hours for the fall, spring and summer sessions. Proposed hours of operations should also be provided for the winter, spring and summer break periods. Lessee's operations schedule must be approved by Lessor. Lessee's operating hours shall be as closely aligned with the Building operating hours as feasible.
- 11.3 Lessee's hours of operation may not extend beyond the operation hours of the Building, unless improved in advance by Lessor.
- 11.4 Lessee's business operations schedule may be amended should Lessee's business be temporarily discontinued by reason of acts of God, governmental requirement, fire, flood, strikes or as Lessor and Lessee may agree upon in writing.
- 11.5 Failure of Lessee to operate its business as agreed with Lessor shall constitute a default under this Agreement and may result in termination of this Agreement after thirty (30) days' prior written notice to Lessee. If Lessee fails to operate its business during the hours approved by Lessor, Lessor shall have, in addition to any and all other remedies under this Agreement, the right to collect in addition to Base Rent and Percentage Rent, a fee equal to one fifteenth (1/15) of the Base Rent for each and every day or partial day that Lessee shall fail to conduct its business in accordance with the schedule approved by Lessor.

12.0 Common Area:

- 12.1 The common area consists of all improvements, facilities, utilities, installations and equipment located at, upon and within the exterior walls, floors of all improvements, interior hallways, loading dock areas and elevators, electrical systems and equipment, heating, ventilating, air conditioning, plumbing, drainage and other mechanical systems and equipment, general signs and information facilities, public restrooms and trash disposal and recycling facilities (the "Common Area").
- 12.2 The control, general cleanliness, operation, repair and maintenance of the Common Area and any changes thereto shall be subject to Lessor's sole management and control and the expenditures therefor shall be at the sole discretion of Lessor. All expenses in connection with the Common Area are included within Paragraph 9.0 of this Agreement. Lessee's nonexclusive use of the Common Area shall be subject to such reasonable rules and regulations as may from time to time be deemed advisable in Lessor's sole discretion.
- 12.3 Any damage to the Common Area caused by the act or omission of Lessee, its agents, employees or invitees shall be paid by Lessee promptly upon demand by Lessor.

13.0 Loading Dock:

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Loading dock access will be provided to Lessee daily from 5:00 am to 12:00 am. Lessee shall have a representative available to receive shipments on its behalf. Lessee is responsible for security of all deliveries from the loading dock to the Premises. Lessee must abide with Lessor parking policies when accessing the loading dock.

14.0 Marketing:

- 14.1 Lessee shall dedicate and expend (_____ % or \$_____) of its gross sales for local promotion of the Building, which may include joint advertising ventures with Lessor. Lessee will submit a quarterly report to Lessor, verifying such expenditures.
- 14.2 Lessee must obtain Lessor's approval for any use of Lessor's name or logo, subject to mutually agreeable terms and conditions.
- 14.3 All marketing and promotional/advertising programs that use Lessee's trademark, service mark or other proprietary mark used by Lessor are subject to approval by Lessee prior to implementation.
- 14.4 Lessor reserves the right to use Lessee logo in selected Lessor publications.
- 14.5 Lessee must obtain approval from Lessor for the placement of any signs, trade fixtures, decorations, lettering or advertising matter on or about the Premises and will maintain such signage in good condition. Any such fixtures will be removed from the Premises upon termination of this Agreement at Lessee's expense.
- 14.6 The nonexclusive rights granted to Lessee may be exercised only during the business hours which pertain under this Agreement and are subject to Rules and Regulations of the Building and to the other provisions of this Agreement. From time to time, Lessor may, in its sole discretion, permit portions of the Common Area to be used exclusively by specified Lessees, licensees or other persons. From time to time, Lessor may place or permit kiosks, stalls, pushcarts or other merchandising or promotional facilities in any place in the Common Area provided that such kiosks, stalls, pushcarts or other facilities do not unreasonably interfere with Lessee's use of the Premises. Lessee shall not, except to the extent permitted by Lessor during any general promotional event or as may be otherwise specifically allowed by Lessor in writing, keep or display any merchandise or other thing on or about the Common Area or otherwise obstruct the Common Area.

15.0 Lessor's Right of Entry:

- 15.1 Lessor shall have the right, at any reasonable time, to enter upon the Premises to inspect the same and to make any and all improvements, alterations and additions of any kind whatsoever upon the Premises, providing such improvements, alterations and additions are reasonably necessary or convenient to the use to which the Premises are being put at the time, but at no time shall Lessor be compelled or required to make any improvements, alterations or additions.
- 15.2 Lessor shall have the right, at any reasonable time, to inspect all areas, facilities, storage and auxiliary rooms of the Premises with respect to use, safety, sanitation, cleanliness and maintenance. All areas of the Premises shall be maintained at a level satisfactory to Lessor. Inspections may be at the request of Lessor and at Lessor's discretion.
- 15.3 Authorized representatives of Lessor shall have access to all areas of the Premises at any and all times.

16.0 Assignment and Subletting:

This Agreement shall not be assigned, subleased or mortgaged in whole or in part without prior written consent of Lessor, in Lessor's sole and absolute discretion.

17.0 Holding Over:

Lessee's holding or continued use or occupancy beyond the term of this Agreement shall be construed as a tenancy from month to month but the monthly rent payable by Lessee shall be increased by twenty-five percent (25%) of the amount of Base Rent at the end of the Lease Term or any extension thereof. Such monthly rent shall be payable in advance on the first day of every month. Occupancy for periods of less than a complete month will be paid in advance at the equivalent calendar daily rate.

18.0 Condemnation:

18.1 In the event the Premises or any part thereof, are taken, damaged consequentially or otherwise or condemned by public authority, this Agreement shall terminate as to the part so taken, as of the date title shall vest in said public authority. The Base Rent shall be adjusted so that Lessee shall be required to pay for the remainder of the Lease Term that portion of the Base Rent in the proportion that the Premises remaining after the taking, damage or condemnation bears to the whole of the Premises before the taking, damage or condemnation. All damages and payments resulting from said taking, damaging or condemnation of the Premises shall accrue to and belong to Lessor and Lessee shall have no right to any part thereof.

18.2 In the event only a part of the Premises is taken and the portion remaining is unsuitable or insufficient for Lessee's purposes, Lessee has the right to terminate this Agreement as to the remaining portion by giving written notice to Lessor specifying the date of termination.

19.0 Destruction:

19.1 If at any time during the term of this Agreement or any extension or renewal thereof, the Premises shall be totally or partially destroyed by fire, earthquake or other calamity, then Lessor shall have the option to rebuild or repair the same, provided written notice of such intent to rebuild or repair shall be sent to Lessee within the period of 30 days after the damaging event; and to rebuild or repair the same in as good condition as it was immediately prior to such calamity. In such case, a just and proportionate part of the Base Rent shall be abated until the Premises shall have been rebuilt and repaired. In case, however, Lessor elects not to rebuild or repair the Premises, Lessor shall so notify Lessee by written notice within the period of 30 days after the damaging event and thereupon this Agreement shall terminate.

19.2 In the event of termination of this Agreement under the terms of clause 19.1, Lessee shall have a reasonable period of time to vacate the Premises.

19.3 All notices sent under the terms of this provision shall conform to the provisions of Section 29.0, "Modification," and Section 30.0, "Notice."

20.0 Code and Regulations:

Lessor shall be required to meet all federal, state and local codes and regulations, including but not limited to the Occupational Health and Safety Act (OSHA). In addition, Lessor shall be required to:

20.1 Respond in writing to Lessee complaints within five (5) working days after receipt of a written complaint from Lessee.

20.2 Determine the cause of and remedy any building deficiencies.

20.3 Keep records of inspection, maintenance and remedial actions and make such records available upon written request to Lessee and the applicable regulatory agency.

21.0 Environmental Policy

Lessee assumes all responsibility for full compliance with all environmental laws and regulations concerning notification, storage and disposal of Hazardous Materials.

21.1 Violation of Environmental Laws

- 21.1.1 Lessee will not cause or permit any hazardous material to be used, generated, manufactured, produced, stored, brought upon or released on, under or about the Premises, or transported to and from the Premises, by Lessee, its sublessees, their agents, employees, contractors, invitees or a third party in violation of the Environmental Laws. Lessor shall be solely responsible for any pre-existing environmental problems on the Premises or for which Lessee or Lessee Affiliates (hereinafter defined) have not caused the same, including the subsequent clean-up and related costs.
- 21.1.2 Lessor shall have access to the Premises to inspect same to insure that Lessee is using the Premises in accordance with Environmental Laws.
- 21.1.3 Upon request of Lessor, Lessee will conduct such testing and analysis as necessary to ascertain whether Lessee is using the Premises in compliance with environment requirements. Any such tests will be conducted by qualified independent experts chosen by Lessee and subject to Lessor's reasonable approval. Copies of such reports from any such testing will be provided to Lessor.
- 21.1.4 Lessee will provide copies to Lessor of all notices, reports, claims, demands or actions concerning any environmental problems on the Premises, the remediation steps taken and copies of all reports filed with the appropriate governing agencies.
- 21.1.5 Lessor shall provide Lessee with documentation of any pre-existing environmental problems on the Premises, the remediation steps taken and copies of all reports filed with appropriate governing agencies.

21.2 Contamination of Premises

- 21.1.2 If the presence of any Hazardous Material on, under or about the Premises caused or permitted by Lessee results in any contamination of the Premises, Lessee will promptly take any and all actions, at its sole cost and expense, as are necessary to return the Premises to the condition existing prior to the introduction of any such Hazardous Material to the Premises. Lessee will take any and all steps necessary to remedy and remove any such Hazardous Materials and special wastes and any other environmental contamination as is presently or subsequently discovered on or under the Premises and which are present as the result of the acts of Lessee, as are necessary to protect the public health and safety and the environment from actual or potential harm and to bring the Premises into compliance with all Environmental Laws. Such procedures are subject to:
 - 21.2.1.1 Prior approval of Lessor is required for all remediation work. Lessee will submit to Lessor a written plan for completing all remediation work. Lessor retains the right to review and inspect all such work at any time using consultants and/or representatives of its choice.
 - 21.2.1.2 Such actions of remediation by Lessee will not potentially have any material adverse long-term effect on the Premises in the sole judgment of Lessor.

21.3 Compliance with all Governmental Authorities

Lessee will promptly make all submissions to, provide all information to and comply with all requirements of the appropriate governmental authority under all Environmental Laws.

- 21.3.1 In addition to all other environmental requirements herein Lessee will file all air quality permits for the Premises with the Clark County Health District and employ emission reduction activities.
- 21.3.2 Should any federal, state or local government agency determine that a site characterization, site assessment and/or clean up plan be prepared or that a cleanup should be undertaken because of any spills or discharges of hazardous materials at the Premises which occur during the term of this Agreement then Lessee shall (at its own expense) prepare and submit required plans and financial assurances and carry out the approved plans. At no cost or expense to Lessor, Lessee will promptly provide all information requested by Lessor to determine the applicability of the

Environmental Laws to the Premises, to respond to any governmental investigation or to respond to any claim of liability by third parties which is related to environmental contamination.

- 21.3.3 Lessee's obligations and liabilities under this provision will continue so long as Lessor bears any responsibility under the Environmental Laws for any action that occurred on the Premises during the term of this Agreement.
- 21.3.4 Lessee agrees to indemnify Lessor for all violations of Environmental Laws and contamination of the Premises. This indemnification of Lessor by Lessee includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any federal, state or local government agency or political subdivision because of Hazardous Material located on the Premises or present in the soil or ground water on, under or about the Premises.
- 21.3.5 In addition to Lessor's right to enforce Lessee's promise to indemnify Lessor for Lessee's violation of any provision of this Agreement. Lessor has the right as set forth in Section 22.4, to terminate this Agreement for Lessee's violation of Environmental Laws in addition to all other rights and remedies provided by law or otherwise provided in this Agreement.
- 21.4 Lessor's Termination Rights for Violation of Environmental Laws shall be executed in accordance with Section 22.2.4.

Notwithstanding any other provisions in this Agreement to the contrary, Lessor will have the right of "self-help" or similar remedy including access to the Premises in order to minimize any damages, expenses, penalties and related fees or costs, arising from or related to a violation of environmental law on, under or about the Premises.
- 21.5 Environmental Conservation.
 - 21.5.1 Lessee will initiate and/or cooperate with Lessor in providing environmental conservation programs such as recycling cardboard, glass and plastic and exercising control of utility use to conserve natural resources.
 - 21.5.2 Lessor encourages Lessee to utilize green or sustainable equipment and policies as much as possible.

22.0 Termination:

22.1 General Termination Lease.

In the event that either Lessor or Lessee determine that this Agreement can no longer be continued, either Lessor or Lessee may terminate this Agreement at the end of the Lease Term or any extension thereof by submitting written notice at least three months prior to the end of such term.

22.2 Termination by Lessor:

22.2.1 Default by Lessee

Subject to the provisions of Section 22.2.2, Lessee will be in default under this Agreement in the event of any one or more of the following occurrences:

- 22.2.1.1 Lessee fails to pay the Base Rent, Percentage Rent or other money payments required by this Agreement when the same are due and the continuance of such failure for the period of ten (10) days after written notice thereof from Lessor.
- 22.2.1.2 Lessee voluntarily abandons any of the Premises assigned to it or discontinues the conduct and operation of its business at the Campus without notice set forth in Section 22.1.

22.2.2 Cure

Lessee will be considered in default of this Agreement if Lessee fails to fulfill any of the terms, covenants and conditions set forth in this Agreement if such failure continues for a period of more than thirty (30) days (except failure to pay rental charges as described in Section 22.2.1.1) after delivery by Lessor of a written notice of such breach or default.

22.2.3 Termination for Default By Lessee

If Lessee is in default as describe in Section 22.2.1 and such default is not cured as provided in Section 22.2.2, Lessor may elect to terminate this Agreement with thirty (30) days' written notice to Lessee.

22.2.3.1 If Lessor elects to terminate this Agreement, it will in no way prejudice the right of action for rental arrearages owed to Lessor.

22.2.3.2 In the event of any termination for default by Lessee, Lessor will have the right to enter upon the Premises and take exclusive possession of same subject to redelivery and disposal of improvements as described in Section 8.4 of this Agreement.

22.2.4 Lessor's Termination Rights for Violation of Environmental Laws.

22.2.4.1 Lessee's failure or its Sublessees, their agents, employees, contractors, Invitees or the failure of a third party to comply with any of the requirements and obligations of this Agreement or applicable Environmental Laws within thirty (30) days or a period required by law, after written notification of such failure will constitute a material default of this Agreement and will permit Lessor to pursue the following remedies, in addition o all other rights and remedies provided by law or otherwise provided in this Agreement, to which Lessor may resort cumulatively or singularly, in the alternative.

22.2.4.1.1 Lessor may, at Lessor's election, keep this Agreement in effect and enforce all of its rights and remedies under this Agreement, including (i) the right to recover rent and other sums as they become due by the appropriate legal action and/or (ii) the right, upon ten (10) days' written notice to Lessee, to make payments required of Lessee or perform Lessee's obligations and be reimbursed by Lessee for the cost thereof, unless such payment is made or obligation performed by Lessee within such ten (10) day period.

22.2.4.1.2 Lessor may, at Lessor's election, terminate this Agreement upon written notice to Lessee provided in Section 22.2, entitled Termination by Lessor, of this Agreement. If this Agreement is terminated under this provision, Lessee waives all rights against Lessor, including, but not limited to, breach of contract, costs of design, installation or construction of improvements and/or interruption of business.

22.2.5 Intentionally Omitted.

22.3 Termination by Lessee

22.3.1 Default by Lessor

Lessor will be considered in default of this Agreement if Lessor fails to fulfill any of the terms, covenants or conditions set forth in this Agreement if such failure shall continue for a period of more than thirty (30) days after delivery by Lessee of a written notice of such breach or default.

22.3.2 Cure

Lessor will not, however, be considered in breach of this Agreement if the fulfillment of its obligation requires activity over a period of time and Lessor has commenced in good faith to

perform whatever may be required for fulfillment within ten (10) days after receipt of notice and continues such performance without interruption except for causes beyond its control.

22.4 Termination for Default By Lessor

If default is made by Lessor as described in Section 22.3.1, Lessee may elect to terminate this Agreement with thirty (30) days' written notice to Lessor.

22.4.1 In the event of the termination for default by Lessor, redelivery and disposal of improvements will be as described in Section 8.4 of this Agreement.

22.4.2 In the event of any termination for default by Lessor, it will in no way prejudice the right of action for rental arrearages owed by Lessee, if any, or amounts owed by Lessor to Lessee.

Portions of Paragraph 23.0 May Be Revised Based on Proposals

23.0 Lease Opportunities:

23.1 Should additional leasing opportunities for expansion arise on Campus, Lessee is not granted exclusivity to said leasing opportunities.

23.2 In the event additional leasing opportunities develop that are appropriate for Lessee, Lessor reserves the right to revise this Agreement or enter into additional agreements with Lessee for additional locations. Lessee shall be offered the first right of refusal in negotiating for rights to new retail leasing opportunities.

23.3 Refusal or inability to expand leasing opportunities by Lessee does not restrict Lessor from soliciting services from another business to establish similar services. If Lessee should decide not to extend and/or expand said leasing opportunities, Lessee will no longer participate in any requests for proposals for the additional location sites.

24.0 Taxes:

Lessee shall pay all federal, state and local taxes assessed against Lessee's personal property located within the Premises and any federal, state and local taxes assessed in connection with the operation of its business on the Premises.

25.0 Default:

Lessor shall, on default with respect to any of the provisions of this Agreement by Lessee except for the payment of Base Rent or Percentage Rent, provide Lessee with a written notice of breach and Lessee shall then have 30 days either to correct the condition or commence corrective action if the condition cannot be corrected in 30 days. If the condition cannot be corrected in 30 days, Lessee shall have a reasonable time to complete the correction. Lessor may elect to enforce the terms and conditions of the Agreement by any other method available under the law.

26.0 Waivers:

The failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights, nor shall the same be deemed to be a waiver of any subsequent breach, either of the same provision or otherwise.

27.0 Binding on Heirs, Successors and Assigns:

This Agreement shall be binding upon and inure to the benefit of their heirs, personal representatives and permitted assigns, as applicable, of Lessor and Lessee.

28.0 Entire Agreement:

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This Agreement (with its attachments, if any) constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes any and all prior understandings and agreements, oral and written, relating hereto. Any amendment hereof must be in accord with the following Section 30.0 on "Modification."

29.0 Modification:

This Agreement may be amended at any time only upon mutual agreement in writing of the parties.

30.0 Notice:

Any notice or consent required to be given by or on behalf to either party to the other shall be given in writing and mailed by certified mail, return receipt requested, or by overnight courier service which provided a receipt, at the addresses stated in this section of the Agreement, or at such other address as may be specified, from time to time, by notice in the manner herein set forth. Notices shall be deemed given upon actual receipt or first rejection:

TO LESSEE:

TO LESSOR:

Director for Real Estate
Real Estate Office
University of Nevada, Las Vegas
4505 South Maryland Parkway
Box 451027
Las Vegas, NV 89154-1027

Director of Purchasing
Purchasing Department
University of Nevada, Las Vegas
4505 South Maryland Parkway
Box 451033
Las Vegas, NV 89154-1033

Director, Facilities and Operations
Student Union and Event Services
University of Nevada, Las Vegas
4505 South Maryland Parkway
Box 452008
Las Vegas, NV 89154-2008

or to such other addressee as may be hereafter designated by written notice. All such notices shall be effective only when received by the addressee.

31.0 Access:

Lessee has the right of reasonable ingress and egress to parking facilities and to the Premises.

32.0 Discrimination:

In the use or occupancy of the Premises, Lessee will not discriminate unlawfully against any person on the basis of race, color, national origin, religion, sex or handicap.

33.0 Quiet Enjoyment:

On payment of rents and performance of the covenants and agreements on the part of Lessee to be paid and performed hereunder, Lessee shall peaceably have and enjoy the Premises and all of the rights, privileges and appurtenances granted herein.

34.0 Public Relations:

Lessee shall recognize the importance of establishing satisfactory public relations with students, faculty, staff and visitors to the Campus.

35.0 Commitment to Education:

Lessee shall demonstrate its commitment to educational programs by allowing Lessor, with the consent of Lessee, to conduct class tours of its business operations for educational purposes.

36.0 Promotion of Proprietary Marks and Product Standards and Supplies:

36.1 Lessor will at all times during the term of this Agreement, at its own cost, use diligent efforts to advance the reputation of Lessee and its products and to develop consumer awareness of the products and the proprietary marks.

36.2 Lessee shall sell only products approved in advance by Lessor.

36.2 Lessee will utilize only those bags, boxes, wrappers, cartons, customer goodwill items and customer convenience items that display one or more of the proprietary marks.

37.0 Staffing:

37.1 Lessee shall be solely responsible for all employee compensation and ensures that all employees comply with governmental rules and regulations.

37.2 Lessee will comply will all current and future federal, state and local laws and regulations pertaining to wages and hours of employment.

37.3 Lessee shall maintain adequate staffing levels to provide efficient, prompt and courteous service.

37.4 As requested by Lessor, Lessee must be willing to reassign any employee from direct contact with customers when employee's conduct is detrimental to good public relations. Lessee shall also be willing to have any employee removed from the Premises for cause, with due notice from Lessor.

37.5 Lessor reserves the right to require Lessee's staff participation in Building wide training and team building programs.

37.6 Whenever possible, Lessee shall hire University students as part-time staff.

37.7 Lessee shall not hire employees who are convicted of theft, robberies and/or larcenies, including embezzlements by public authorities without prior consultation with the University Police Department.

Paragraph 38.0 May Be Revised Based on Proposals

38.0 RebelCard Program:

Should Lessee participate in Lessor's RebelCard Program, all related costs (cash registers, readers, maintenance fees and 5% transaction fees) shall be paid by Lessee.

39.0 Security and Police:

Lessee shall cooperate with the University Police Department concerning enforcement of Lessor's regulations and internal security and theft control for the Building. Lessee shall not, except in physically dangerous or other emergency situations, summon public emergency services other than those of the University Police Department.

40.0 Lessee's Insurance and Indemnification Provisions:

40.1 Lessee agrees to indemnify and hold Lessor harmless from any loss, damage, liability, cost or expense to the person or property of another which was caused by an act or omission of Lessee, its officers, employees and agents under this Agreement. Lessor shall not waive and intends to assert available Nevada Revised Statutes ("NRS") chapter 41 liability limitations in all cases.

- 40.2 Lessee shall, at Lessee's sole expense, procure, maintain and keep in force for the duration of this Agreement the following insurance conforming to the minimum requirements specified below. Unless specifically noted herein or otherwise agreed to by Lessee, the required insurance shall be in effect at the Delivery Date and shall continue in force as appropriate until this Agreement expires or is otherwise terminated and Lessee vacates the Premises.

Workers' Compensation and Employer's Liability Insurance

Lessee shall carry and provide proof of workers' compensation insurance if such insurance is required of Lessee by NRS 616B.627 or proof that compliance with the provisions of Nevada Revised Statutes, Chapter 616A-D and all other related chapters, is not required.

Commercial General Liability Insurance

- a. Minimum limits required:
\$2,000,000 General Aggregate
\$1,000,000 Products & Completed Operations Aggregate
\$1,000,000 Personal and Advertising Injury
\$1,000,000 Each Occurrence
- b. Coverage shall be on an occurrence basis and shall be at least as broad as ISO 1996 form CG 00 01 and shall cover liability arising from the Premises, operations, independent contractors, completed operations, personal injury, products and liability assumed under contract.

Crime Insurance

Lessee shall purchase crime insurance when handling Lessor's money, securities or other property. The insurance policy shall provide coverage for employee theft, forgery or alteration, burglary, computer fraud, counterfeit, funds transfer fraud or any other similar risk covered by most crime insurance policies. The limit shall be a minimum of \$1,000,000.

Property Insurance

Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, false work, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

Excess / Umbrella Liability Insurance

May be used to achieve the above minimum liability limits.
Shall be endorsed to state it is as broad as primary policies.

40.3 Additional Insured Requirements

The Lessor must be named as an Additional Named Insured on all primary and excess / umbrella liability policies (excluding professional liability) affording the broadest possible coverage. Endorsements shall be submitted to allow blanket addition as required by contract or individualized endorsement naming the Lessor as an additional insured.

- 40.4 Deductibles and Self-Insured Retentions: Insurance maintained by Lessee shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by Lessor. Such approval shall not relieve Lessee from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$5,000.00 per occurrence, unless otherwise approved by the UNLV Risk Management and Safety Department.

40.5 Policy Cancellation / Change in Policies and Conditions Notifications

Lessee shall:

- Have each of their insurance policies endorsed to provide ten (10) days notice for non-payment of premium, and
 - Specify that the policies cannot be canceled, non renewed, coverage and / or limits reduced or coverage materially altered that can effect Owner without sixty (60) days prior written notice to Lessor and the notices required by this paragraph shall be sent by certified mail to Lessor
 - A copy of this signed endorsement must be attached to the Certificate of Insurance.
 - Lessee shall send to the Lessor a facsimile copy of the policy cancellation and / or change of policy and conditions notice in this paragraph to the Lessor within three (3) business days upon their receipt.
- Until such time as the insurance is no longer required by the Lessor, Lessee shall provide Lessor with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by this contract, an insurer or surety shall fail to comply with the requirements of this contract, as soon as Lessee has knowledge of any such failure Lessee shall immediately notify Lessor and immediately replace such insurance or bond with insurance or bond meeting the contract's requirements.

40.6 Primary Policy

Parties contracting directly with the Lessor must have their policy endorsed to reflect that their insurance coverage is primary over any other applicable insurance coverage available.

Any insurance or self-insurance available to the Lessor shall be in excess of and non-contributing with any insurance required.

40.7 Loss Policy

The Lessor shall be named as loss payee as respects their interest in any property that the Lessee has an obligation to insure on behalf of the Lessor.

- Waiver of Subrogation Endorsement
 - Endorsement reflecting Lessee insurance policies are primary over any other applicable insurance.
- Loss Payee Endorsement

40.8 Approved Insurer: Each insurance policy shall be:

- a. Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made and
- b. Currently rated by A.M. Best as "A- IX" or better.

40.9 Evidence of Insurance: Prior to occupying the Premises, Lessee must provide the following documents to Lessor:

- a. Certificate of Insurance: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to Lessee to evidence the insurance policies and coverages required of Lessor.
- b. Policy Cancellation Endorsement: The Risk Management Department at the Nevada System of Higher Education's Business and Center South (RMBCS) shall be given Thirty (30) days written notice of policy cancellation or change in insurance coverage except Ten (10) days for nonpayment of premium.

40.10 Waiver of Subrogation: Lessee must waive subrogation against Lessor on workers' compensation, liability and property policies.

- 40.11 Access: Lessee agrees to provide the University of Nevada, Las Vegas and its insurer access and authority to investigate on site and to obtain such information from Lessee as may be required to defend the University of Nevada, Las Vegas and its officers or employees from claims or litigation arising from activities under this Agreement.

41.0 Lessor's Insurance and Indemnification Provisions:

- 41.1 During the term of this Agreement and any extension thereof, Lessor shall maintain in force self-insurance sufficient to cover Lessor's liability under NRS Chapter 41. Coverage shall include liability arising out of bodily injury, wrongful death and property damage.
- 41.2 In accordance with the limitations of NRS 41.0305 to NRS 41.039, Lessor agrees to indemnify and hold Lessee harmless from any loss, damage, liability, cost or expense (but not including attorney's fees) to the person or property of another which was caused by an act or omission of Lessor, its officers, employees and agents under this Agreement. Lessee's indemnity obligation in tort is limited in accordance with NRS 41.035. Lessee shall assert the defense of sovereign immunity in all legal actions.
- 41.3 Lessor shall not be liable for claims arising out of the use of the Common Areas and parking lots.
- 41.4 Lessee agrees to provide property insurance on the Premises and Lessor's contents.
- 41.5 Lessor shall carry and provide proof of workers' compensation insurance if such insurance is required of Lessee by NRS 616B.627 or proof that compliance with the provisions of Nevada Revised Statutes, Chapters 616A-D and all other related chapters, is not required.

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IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement on this ____ day
of _____ 20__

LESSEE (ORGANIZATION NAME)

By: _____ Date: _____
Signature

Printed Name

THE BOARD OF REGENTS, UNIVERSITY SYSTEM OF HIGHER EDUCATION, ON BEHALF OF THE UNIVERSITY OF
NEVADA, LAS VEGAS.

Recommended By:

By: _____ Date: _____
Dr. Juanita Fain
Vice President for Student Affairs
University of Nevada, Las Vegas

By: _____ Date: _____
Gerry J. Bomotti
Senior Vice President for Finance and Business
University of Nevada, Las Vegas

By: _____ Date: _____
Dr. Neal Smatresk
President
University of Nevada, Las Vegas

Approved By:

By: _____ Date: _____
Daniel J. Klaich
Chancellor
Nevada System of Higher Education

APPROVED AS TO FORM:

By: _____ Date: _____
Elda M. Sidhu
General Counsel
University of Nevada, Las Vegas

Exhibit A

Description of Retail Space

Building Name

and Location:

UNLV Student Union Building, Maryland Campus

Address:

4505 South Maryland Parkway
Las Vegas, NV 89154

Suite Number(s):

Physical Description:

Retail space of approximately _____ square feet and
use of retail common areas within the UNLV Student Union Building.

Exhibit B
Delivery Condition of the Premises

1. Floors:

Floors are slab on grade and currently have carpet and Vinyl Composition Tile.

2. Walls and Doors:

All walls in Premises have been finished out with metal studs and drywall. There is a glass store front on the east side of the Premises and a service door on west side. The Premises has one main retail area, an open office area, a private office area, a service window/room and a storage room.

3. Signage & Security:

Lessee signage shall be installed in accordance with Lessee's standard design and shall include exposed neon channel letters. Font shall be Lessee's choice. Lessee is responsible for costs associated with the installation and monitoring of security of the Premises (locking, alarm, and security camera system). Lessee shall be required to utilize security systems that are compatible with and integrate with existing UNLV security systems within the building. Any additional security systems must be approved by university personnel.

4. Water:

Water lines have been brought to the Premises for the HVAC units that are located above ceiling. There are additional lines subbed out into the Premises for future units if needed. Existing lines are two inches (2") in diameter with an accessible shut-off valve to be located within the Premises. Water pressure at pipe stub is between 35 psi and 60 psi.

5. Gas Service:

Gas service is not provided.

6. Sewer:

A sanitary waste line connected to a governmentally approved sanitary system shall be stubbed to a point directly below the Premises. Sanitary sewer service main line shall be of four inch (4") minimum diameter and shall be located beneath the slab and/or grade of the Premises.

7. Vent:

No vent pipe is provided.

8. Electrical:

Electrical service has been brought to the Premises and the Premises is on its own sub panel. There is additional power if needed. There's the ability to utilize three (3) 20 amp, 3 phase, 120/208 volt electrical circuit breakers located in the service panel situated in Room 133 of the Building.

9. Fire Protection:

The Premises contains sprinklers and fire extinguishers are provided. Servicing of existing fire extinguishers is the responsibility of the Lessee. The current extinguishers in the Premises require servicing to be compliant and must be serviced before the Premises can be occupied.

10. HVAC:

There is an existing HVAC system in place in the Premises. The existing system functions independently and is not tied into the building's HVAC automated controls system. Lessee would be responsible for costs associated with connecting HVAC system currently in the Premises to the banking controls during the build out phase. The costs associated with making modifications to the current HVAC system design shall be the responsibility of the Lessee.

Equipment provided in Premises includes:

- A. Chilled (3/4") and heating (3/4") hot water valved and capped above the ceiling with the Premises.
- B. VAV with independent thermostat currently configured as part of HVAC system.
- C. Return air duct stubbed to Premises.
- D. Heating and cooling equipment (4-pipe above ceiling ducted fan coil) all associated distributing system (ductwork, air devices, etc.) and all related controls.

11. Telephone:

Phone and data service has been brought to the Premises. This is currently a VOIP system that connects to the main building system.

12. Fire Alarm:

A fire alarm system and code compliant smoke detector is present in the Premises and is integrated into the main building system.

13. Fees:

Lessee shall pay all water, sewer connection and other utility connection fees and any other fees incurred by the Lessor during connection of utilities to the Premises.

14. Storage:

All storage shall be contained within the Premises.

15. Restrooms:

The Premises shall not contain a restroom. Lessee and its employees shall use the Building's public restroom facilities. Requests for restrooms within the Premises shall be at Lessee's expense.