NEVADA SYSTEM OF HIGHER EDUCATION (NSHE)
REQUEST FOR PROPOSAL 655-KO FOR LEASE OF RETAIL SPACE IN THE UNLV STUDENT UNION

RELEASE DATE: Monday, November 16, 2015

NON-MANDATORY PRE PROPOSAL MEETING AND SITE WALK: Tuesday, December 1, 2015 at 9:00 AM PST UNLV Student Union (SU) Room 121

LAST DAY FOR QUESTIONS: Monday, December 7, 2015

LAST DAY FOR ADDENDA: Thursday, December 10, 2015

OPENING DATE, TIME and LOCATION: Thursday, December 17, 2015 at 3:00 PM PST University of Nevada, Las Vegas 4505 Maryland Parkway Campus Services Building, Room 235 Las Vegas, NV 89154-1033

Sealed proposals, one (1) original copy, three (3) copies and one (1) electronic copy on CD or flashdrive, and one (1) original copy and (1) electronic copy on CD or flashdrive of the Financial Proposal/Pricing Response Form, subject to the terms, conditions and scope of services, herein stipulated and/or attached hereto, will be publicly opened as stated above. All proposals must be received on or before this date and time to be considered. Proposals may be mailed to the address above or hand delivered to UNLV Purchasing Department located in the Campus Services Building, Room 235, on UNLV main campus. 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, Senior Purchasing Analyst
kelly.owsley@unlv.edu
Phone: (702) 895-4385
Fax: (702) 895-3859

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SECTION A
INTRODUCTION

1. PURPOSE OF REQUEST

UNLV invites interested parties to submit a Proposal for Lease of Retail Space in the UNLV Student Union.

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.

UNLV’s Student Union is an active and vibrant facility conveniently located off of Maryland Parkway. Guests of the Student Union enjoy the various food vendors, such as Starbucks, Panda Express, Jamba Juice, and Metro Pizza; extended building hours; student lounges; an action-packed game room; and a computer lab. The Student Union is over 165,000 square feet with more than 25,000 square feet of meeting and event space available for you to reserve. With over 2 million visitors annually, the Student Union has become the hub for activities for students, faculty, staff and the Las Vegas community. Current tenants in the Student Union that provide non-food services include US Bank and Rebel Copy & Send.

The Student Union is committed to creating exceptional guest services by providing safe, clean, well-maintained facilities and equipment; opportunities for student education and development; and value-added services while adhering to our core values.

A full description of the Student Union and our current services can be found at:

http://studentunion.unlv.edu/

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
RFP RESPONSE FORM

Proposer form submitted in Section F by an authorized representative for the Company named on said form, acknowledging that he/she/it has examined this RFP 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 (or royalty rates/Royalty Fee payments, as applicable) stated.

ROYALTY OR PRICING RESPONSE FORM

Proposer form submitted in Section E defining the royal percentage payments for Proposer (“Proposer Payment”) and the related royalty fee payments to UNLV (“UNLV Royalty Fee”).

GENERAL TERMS AND CONDITIONS

By submitting a Proposal, you and all respondents (as applicable), acknowledge and agree with the terms and conditions upon which the Proposals will be evaluated, and the Contract awarded as set forth in Section C.

MINIMUM CONTRACT TERMS

Included in this RFP are certain standard minimum contract terms and conditions which shall be included in the final and more extensive Contract with the Contractor. All UNLV contracts are subject to existing contracts (and any replacement contracts thereof).

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.

COMPANY(IES)

“Company” shall mean the legal entity of the applicable Proposer, whether a sole proprietorship, corporation, LLC, Partnership, or other legal entity, and any person(s) acting on behalf of such entity.
SECTION B
SUBMISSION INSTRUCTIONS

The UNLV invites you to submit a proposal 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 if applicable, 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 RFP, 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 RFP Response Form. Proposal may be considered non-responsive in the event Addenda are not acknowledged.

c) The proposal submitted should not exceed 50 pages. Other attachments may be included with no guarantee of review.

d) 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.

e) 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.

f) Proposals along with all required documents as described in this RFP 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 RFP, 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.

g) The Proposer should submit the required number of responses as indicated on the first page of this RFP. The name of the Proposer’s Company shall be indicated on the spine and/or cover of each binder submitted.

h) 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.

i) Alterations, modifications or variations may not be considered unless authorized by this document or by an addendum.

j) When not otherwise specified, proposer must definitely state time of proposed delivery. Days must be calculated in consecutive calendar days.
k) All equipment or supplies shall be new, and of the manufacturer’s current model unless specified herein.

l) 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 the Director of Purchasing or the Purchasing Representative listed on page one of this Request for Proposal. Verbal clarifications will not be binding. Written clarifications will be by addenda and posted on the UNLV Website: http://purchasing.unlv.edu/solicitations and/or faxed to all prospective proposers who received a copy of the RFP. Proposers who have registered with the Purchasing Desk may be notified via fax as well.

m) Altering the RFP may render the Proposal null and void.

n) Companies submitting a Proposal in response to this RFP are certifying that it has had no contact with an employee or member NSHE/UNLV in any manner which would give that Company submitting such a Proposal, any advantage over any other Company submitting one. Employees and members of NSHE/UNLV 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 Proposal without further consideration.

o) All Proposers, by signing the RFP Response Form, certify that they agree to the terms and conditions set forth in this RFP and attached Sample Lease Contract (including all insurance requirements) unless otherwise stated.

p) All Proposers, by signing the RFP Response Form, certify that they are an Equal Opportunity/Affirmative Action Employer, unless otherwise stated.

q) Proposals, attachments and RFP Response Form shall be enclosed in sealed envelopes and submitted as instructed on page one of this RFP document.

r) UNLV accepts no responsibility or liability for any costs incurred by a responding Company prior to the execution of the Contract.

s) UNLV reserves the right to contract for less than all of the services identified herein.

t) Proposals are not to contain confidential/proprietary information. UNLV is subject to the Nevada Public Records Law. Proposals must contain sufficient information to be evaluated without reference to any confidential or proprietary information. Any Proposal submitted that is marked “confidential” or “proprietary,” or that contains materials so marked, may be returned to the Proposer and not be considered for award.

2. **EVALUATION OF PROPOSALS**

a) At the date and time stated in this RFP, all Proposals will be opened publicly and the name of the respondents/Proposers 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. UNLV reserves the right to create a “short list” of Companies to be interviewed. The Companies invited to
interview will be evaluated again using the same criteria, but the second scoring will be based on each respondent’s/Proposer’s presentation and discussion. At the conclusion of the evaluation, the committee will recommend Company(ies) for award.

c) A Contract will be awarded on the basis of which proposal UNLV deems best suited to fulfill the requirements of this 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 and/or meets the needs of UNLV.

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 Proposal, but not specifically requested, will not be evaluated.

f) Proposals will be evaluated according to the evaluation criteria stated below:

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<td><strong>Total Possible Points</strong></td>
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1. **Experience, References, Financial Stability**

   a. Provide information on the experience of the Proposer (both the franchisor and the franchisee if applicable) in operating the proposed business on similar style college campuses or other public buildings. Proposer should also provide an overview of the company which will include type of organization, number of years in business, volume of clients, number of employees, areas of expertise, and a list of relevant services offered. Identify all parties, including all persons or entities with beneficial interest in the proposal.

   b. Provide references as follows:
      - Provide a listing of current clients, in particular, institutions of higher education or similar public settings, for which the Proposer operates a retail facility, including the name, telephone number, and e-mail address of the contract administrators for such operations.
      - Provide a listing of former clients, in particular, institutions of higher education or similar public settings for which the Proposer operated a retail facility, including the name, telephone number, and e-mail address of the contract administrators for such operations.
      - Provide the names, contact information and relevance of five references from similar style settings.

   c. Provide the following information:
      - Financial statements for the last three financial years for the Proposer or for both the franchisor and franchisee (if applicable). Financial Statements or annual reports should be CPA-certified. Or verified by the principal financial officer of the Proposing firm.
      - Proposer’s Dun and Bradstreet rating.
      - Identify any proposed guarantors to the lease agreement and provide financial information for each such guarantor similar to that information required of the Proposers.
      - Identify if the proposer has been terminated for default from any contract; identify any current or past judgments where firm has been found in neglect or paid a settlement; and identify any legal actions pending.
d. Provide a statement indicating how product or service is a good fit for UNLV, its student populations and the overall mission of the Student Union.

2. Operational and Management Plan

a. Provide overview of the goods and/or services that Proposer will be offering. Provide pricing of goods and/or services that will be offered.
b. Provide a staffing proposal for the retail facility detailing the minimum number of employees and the maximum number of employees at peak times and at the slowest times.
c. Discuss Proposer’s ability to use student employees.
d. Discuss Proposer’s ability to participate in UNLV Student Union training and management meetings.
e. 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 retail facility.
f. 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.
g. 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.
h. Provide proposed plan for keeping premises clean and well maintained.
i. Provide a schedule detailing the cost and time schedule of architectural, design and construction costs; photos of the store front; and color selection, signage and utility requirements, etc., along with the Projected Architectural, Design and Construction Costs and Time Schedule information.
j. 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.
k. List how much time is needed for build-out.
l. List proposed construction contractors and architects. (Contractors and architects must have all appropriate licenses as required by the State of Nevada and 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).
m. If not proposing for full square footage of space, indicate how much space would be desired in the proposal.
n. Provide a report 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, recycling procedures, energy conservation and other areas.

3. Marketing

a. Provide evidence as to the fact that Proposer is a national or state branded company (if applicable to company providing bid). 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).
b. 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).
c. Provide a detailed marketing proposal covering the first 3 months of service and any associated costs, along with the Marketing/Advertising Program information (if applicable).
d. Provide information on proposed space design for the facility.

e. Provide Proposer’s customer service philosophy, including information and associated costs 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, along with the training costs information.

4. **Financial Proposal**: Complete Section E—these pages must be submitted with the proposal in a separate, sealed envelope.

   Technical and Financial proposals must be submitted in separate, sealed envelopes. **Note: no cost information is to be included in the Proposer’s technical proposal.**

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 RFP, all Proposals will be opened publicly and the name of the respondents/Proposers will be recorded. To maintain confidentiality of all responses, no other information will be revealed at the opening or during the evaluation process. Proposers, their authorized agents and other interested parties are invited to be present.

5. **WITHDRAWAL OF PROPOSAL**

   Any 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 the 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 Proposer. UNLV's decision as to whether sufficient appropriations are available shall be accepted by Proposer 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) 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 (“Initial Term” or “Term”). Upon mutual agreement of both parties, the Contract may be extended for an additional five (5), one (1) year (“Renewal Term(s)” or “Term(s)”).

d) The Proposer is solely responsible for the content of its Proposal and ensuring that it best meets the evaluation criteria set forth in this RFP. 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 this RFP.

e) UNLV reserves the right to reject any or all Proposals or any part(s) thereof and to waive informalities and minor irregularities in the Proposals received.

f) A formal, more extensive Contract will be signed by and between the successful Proposer(s)/Contractor(s) and UNLT to perform this service.

g) The terms and conditions contained in the attached Sample Lease Contract or, in the sole discretion of UNLV, terms and conditions substantially similar to those contained in the Sample Lease Contract, will be included in a more extensive and detailed Contract that results from this RFP. If Proposer takes exception to any terms or conditions set forth in the Sample Lease 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) UNLV and its Purchasing Department reserve 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 RFP, unless
otherwise modified.

4. **COMPLIANCE**

Proposers are required to comply with all OSHA, EPA, ADA, HIPAA, FERPA, NCAA, GLBA
provisions and any and all 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 RFP.

6. **CONFLICT OF INTEREST**

Companies submitting a Proposal in response to this RFP are certifying that they have had no
contact with an employee or member of the NSHE/UNLV in any manner which would give that
Company submitting such a Proposal, any advantage over any other Company submitting one.
Employees and members of the NSHE/UNLV 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 Proposal without further consideration.

7. **DEFAULT OF CONTRACT**

In case of default of the Contract by Contractor, 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 or increase in Royalty Fee, as applicable.

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 RFP Response Form or to
comply with any applicable reporting requirements.

c. Failure to properly provide a full response in the RFP Response Form Pricing Response
Form or Royalty Response Form, as applicable.

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 Company.

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 this RFP or at the price/Royalty Rate provided, 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 (5%) of the total price of all items on which was submitted (or an additional payment of five 5% of the total Royalty Rate owed to UNLV, as applicable), as the Director of Purchasing may determine.

10. **FREIGHT TERMS**

a) Successful Proposer must ship goods using UNLV FED EX account number. Prices submitted must not include freight.

b) Any Proposal submitted with alternate shipping terms other than as stated above may be cause for disqualification of the proposal.

11. **INSPECTION AND ACCEPTANCE**

Inspection and acceptance will be made at destination.

12. **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.

13. **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.

14. **PROTESTS**

Any Proposer 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, 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 will promptly issue a decision in writing to the Protestant. If the protestant wishes to appeal the decision rendered by the Director, such appeal must be made in writing to the Senior Vice President for Finance & Business within five (5) days of the receipt of the decision by the Director. 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:

a) The name, address, and telephone number of the protester,
b) The signature of the protester,
c) Identification of the solicitation title and number being protested,
d) A detailed statement of the legal and factual grounds of the protest, including copies of relevant documents, and
e) The form of relief requested.

15. **SAMPLES**

As applicable, 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**

UNLV supports equal opportunity for minority owned, women-owned, and other small disadvantaged business enterprises (MWDBE) to compete for contracts awarded by UNLV. UNLV also supports efforts to encourage local businesses to compete for UNLV contracts. In addition, UNLV supports finding opportunities for such (MWDBE) and local business concerns to participate as subcontractors or Tier 2 suppliers in large contracts. A “tier 2 supplier” or subcontractor is a supplier who is contracted for goods or services with the prime contractor, and may include, but is not limited to (MWDBE) and local business enterprises.

a) In compliance with NSHE policy, a Proposer responding to any RFP for the purchase of goods or services that is anticipated to exceed $1,000,000 at any time during the life of the contract shall provide the following reporting information in its response:

(1) Proposer’s historical and anticipated commitment to Tier 2 MWDBE and local business enterprises. At a minimum, Proposer must provide historical information for the most recently completed fiscal year (July 1 through June 30) and their anticipated commitment to the current fiscal year in which this RFP is issued.

(2) A listing of Tier 2 suppliers, including local and MWDBE suppliers, that will be given the opportunity to be considered and/or utilized as subcontractors for any work performed as a result of this RFP. The listing must include the following information:
   - The name, city and state
   - Type of Tier 2 status (local, women owned, minority/and or disadvantaged)
   - Any certification of such status including the entity granting the certification if applicable

(3) This is a reporting requirement and will not be used for evaluating any Proposal. However, failure to provide a complete Proposal in response to this RFP could result in rejection of the submittal as incomplete.

b) Any award from this RFP that results in a contract for goods or services that is anticipated to exceed $1,000,000 at any time during the life of the contract will require the Proposer to provide, at a minimum, annual reports listing expenditures with MWDBE and Local Subcontractors. These reports pertain only to expenditures that are
The report shall contain the following information:

- The name, city and state; type of Tier 2 status (local, women owned, minority/and or disadvantaged); and any certification of such status including the entity granting the certification if applicable. If a business concern meets more than one definition (e.g. local and women-owned, or minority and women owned), that should be identified
- A description of the goods or services purchased
- The amount of expenditures with the subcontractor attributed to the prime contract for the most recent completed fiscal year (July 1 through June 30)
- The reporting information must be available to UNLV by September 15

c) Definitions

(1) Definition of Local Business Enterprise. "Local Business Enterprise" 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.

(2) 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.

(3) 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.

(4) 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.

(5) Definition of Disabled Veteran Business Enterprise (DVBE). "Disabled Veteran Business Enterprise" is intended to mean a business concern of which at least 51% of the ownership interest is held by one or more veterans with service-connected disabilities; that is organized to engage in commercial transactions; and that is managed and operated on a day-to-day basis by one or more veterans with service-
connected disabilities. This includes a business which meets the above requirements that is transferred to the spouse of a veteran with a service-connected disability upon the death of the veteran, as determined by the United States Department of Veterans Affairs.

(6) 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.

d) All Proposers, by signing this RFP Response Form, certify that they are an Equal Opportunity/Affirmative Action Employer, unless otherwise stated.

17. **SUSTAINABILITY**
   a) A key focus of 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 involving UNLV. It is important that Proposers share this commitment as well. Therefore, sustainable goods and services should be offered whenever available or specifically when required in the RFP.

   b) UNLV may request the successful Proposer to provide reports related to sustainability on all goods and services provided under its 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.

   c) All electronic equipment 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 UNLV'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 exempt 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. By submitting its Proposal, the Proposer 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.

   c) NSHE/UNLV is exempt from Nevada State sales tax as provided by Nevada Revised Statutes 372.325 and 374.330. The NSHE/UNLV State Tax Exempt Number is RCE-000-441. The Federal Tax ID number is 88-6000024.
UNLV is seeking proposals from vendors for the lease of retail space within the UNLV Student Union.

Food service proposals may be part of this Request for Proposal and will be considered ONLY if coordinated and approved by existing Food Service provider on campus as a part of their campus program. The leased retail space will be available for build out beginning November 1, 2015. The retail space is in Student Union Room 121 and is available for either 696 square feet or 464 square feet. The space in question has an optional conference room space that Proposers have the option of including in their Proposal. In addition, there is an office occupied by another vendor that utilizes the shared entry into this space. Other non-food service tenants that currently reside in the Student Union include US Bank and Rebel Copy & Send. UNLV will consider multiple vendors in this space if space requirements allow for two successful proposals. No proposals from banking or copy/shipping institutions will be accepted because of existing agreements in the Student Union.

* All square footage numbers are approximate estimates. Final square footage will be confirmed by the UNLV Student Union architect.

RENT/COMMISSION OPTIONS:
- The minimum income level needed to submit a proposal is $25.00 per square foot annually. This low initial square footage is in recognition of some slower time period (i.e. winter, spring and summer breaks).
- Proposers are encouraged to list any additional proposed rent after “x” dollar in income.
- The definitive lease agreement will be “triple net lease” (utilities/insurance/taxes) for the Tenant. The Tenant is responsible for all applicable taxes.
- Base Rent (as defined in the Sample Lease) will commence on November 1, 2015 or at the beginning of the first full month of occupancy after construction is completed.
- UNLV may consider negotiating operating hours and mandatory days that the retail concepts are to be open.
- The Tenant should pay a fixed basic rent plus a percentage of gross sales (as set forth in the Sample Lease) as proposed.
- Both minimum guaranteed rent and percentage rent will have tiered increase over the term of the lease agreement.

LENGTH OF CONTRACT:
The initial lease agreement will have a term of five years with five one-year renewal option terms.

OTHER LEASE OPPORTUNITIES:
UNLV expects that other lease opportunities may be developed at other campus locations over the next several years. Establishing additional campus locations of similar services is not guaranteed to the successful Proposer. **Unless proposal specifically address EXCLUSIVITY** within the Student Union, none is assured. Any proposal which calls for Student Union exclusivity will be expected to address the scope of that exclusivity, scope of services to be provided and the total financial package (including, but not limited to, upfront cash payments) that will be guaranteed to UNLV in exchange for that exclusivity.

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 retail operations' hours be as closely aligned with the UNLV Student Union's hours as feasible. For information about the UNLV calendar refer to: [http://www.unlv.edu/registrar/calendars](http://www.unlv.edu/registrar/calendars)

- The Tenant’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 the Tenant for changes to the UNLV Student Union schedule. All of the Tenant’s operating hours are subject to approval by UNLV. There may be times when UNLV requires the Tenant to be open or closed.

**STAFFING:**
- The Tenant shall be solely responsible for all employee compensation and ensure that all employees comply with all governmental rules. All contractors will comply with all current and future Federal, State and local laws and regulations pertaining to wages and hours of employment.
- The Tenant shall maintain an adequate staff of employees to provide efficient, prompt and courteous service.
- The University reserves the right to require the Tenant’s staff to participate in building-wide training and team building programs.
- The Tenant 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 the Tenant to remove any employee from the site for cause, if due notice is given to the Tenant by UNLV.
- UNLV requests that whenever possible the Tenant hire University students as part-time help.

**FINANCIAL RECORDS AND TAXES:**
- The Tenant shall generate, using generally accepted Accounting standards and principles, monthly financial statements for the operation. A copy of such statements shall be furnished to UNLV within five (5) days after the close of each month.
- The Tenant shall keep records pertaining to the Tenant’s operation for a period of at least five (5) years from the date the records are made.
- The Tenant shall pay all Federal, State and local taxes which may be assessed against the Tenant’s equipment or inventory while in or upon the premises of the UNLV, as well as all Federal, State and local taxes assessed in connection with the operation of its business on the premises of UNLV.

**AUDIT PRIVILEGES:**
- The Tenant shall give UNLV and its agents the right and privilege of inspecting, examining and auditing Tenant papers, bills, vouchers, invoices, records, books of account and sales slips for the business facility operated on UNLV premises. The Tenant shall freely lend its assistance in making such inspections, examinations and audits.
- Any information provided by the Tenant for any inspection, examination or audit shall be held in confidence by UNLV and its agents.

**MARKETING**
- The Tenant shall dedicate and expend a yearly portion of the gross sales for local promotion of the UNLV Student Union, which may include joint advertising ventures with UNLV. The Tenant shall submit a quarterly report to UNLV, verifying such expenditures.
- All marketing and promotional/advertising programs that use the Tenant’s trademark, service mark or other proprietary mark used by UNLV are subject to approval by the Tenant prior to implementation.
- The Tenant also needs to obtain the UNLV’s approval for any use of any University name or logo. There may be a charge for use of UNLV logos.
- With the Tenant’s approval, UNLV reserves the right to use the Tenant’s logo in selected UNLV publications.
- The Tenant 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 the Tenant’s expense.
PUBLIC RELATIONS:
- The Tenant shall recognize that satisfactory public relations with students, faculty, staff and visitors to the UNLV campus are an important part of its operation.

ONE CARD PARTICIPATION:
- All retail units shall be expected to participate in UNLV’s RebelCard program. All related costs (cash registers, readers, maintenance fees, 5% per transaction fee) shall be borne by the Tenant.

PARKING ACCESS:
- The Tenant shall have loading dock access for loading and unloading, but will need to abide by UNLV’s parking procedures at other times.
- All of the Tenant’s non-student employees may purchase UNLV parking permits to park at a UNLV parking area. The Tenant or its employee, shall be responsible for all payments to University Parking Services. More information on UNLV Parking policies and fees can be found at https://www.unlv.edu/parking
- UNLV shall provide access to the loading dock from 7:00 a.m. to 11:00 p.m. The Tenant is responsible to have an employee at the loading dock to receive shipments.

UTILITIES:
- The Tenant pays for all utilities based on a percentage of square footage. Utility costs for any retail operation that requires excess power shall be billed accordingly.
- The Tenant 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.
- The Tenant 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:
- Tenant 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 the Tenant’s facility fixtures, equipment, interior facilities and premises are the responsibility of the Tenant.
- UNLV shall provide any general maintenance associated with utilities services that it supplies. If there is evidence of Tenant abuse or neglect causing utility maintenance, the UNLV shall charge the Tenant for the direct cost of repairs.
- If there is evidence of Tenant abuse or neglect causing needed maintenance in common areas or with common equipment (e.g., receiving area, rest rooms, public areas), UNLV shall charge the Tenant for the direct and indirect cost of repairs.
- UNLV shall provide grounds maintenance.
- The Tenant shall be responsible for janitorial/cleaning and equipment maintenance for the leased space. Cleaning shall be subject to UNLV inspection.

FIRE AND SAFETY CODES:
- The Tenant shall maintain its facility according to all appropriate state, city and University fire codes. The Tenant’s facility shall be subject to periodic inspection by UNLV personnel plus state and local inspectors.

SECURITY and POLICE:
- The Tenant is responsible for all security of the individual retail area, including locks and alarms. The Tenant is responsible for security of all deliveries from the loading dock to the retail unit.
UNLV RFP 655-KO

- The Tenant shall cooperate with the UNLV Police Department concerning enforcement of University regulations and internal security and theft control in the facility. The Tenant shall not, except in physically dangerous or other emergency situations, summon public emergency services other than through the UNLV Police Department. The Tenant 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.
- The Tenant shall provide access to Student Union Facilities staff to retail location in case of emergencies.

SANITATION:
- The Tenant shall maintain its facility and ensure that all employees perform according to all appropriate state, county, city and University health codes. The Tenant’s retail area shall be subject to periodic inspection by UNLV, local and state officials. The Tenant shall take all appropriate precautions to ensure that sanitation is maintained to the highest possible degree.
- The Tenant 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 the Tenant 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.
- The Tenant is responsible for the placing of all refuse in the appropriate dumpster and for providing trash receptacles and plastic liners for the Tenant’s facility on the interior and exterior (if applicable) of the building.

ENVIRONMENTAL CONSERVATION:
- The Tenant 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 the Tenant to utilize green or sustainable equipment, cleaning procedures 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 the Tenant 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 the Tenant 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.

SPACE/ FACILITY AREAS:

Storage: All storage shall be contained within the Tenant's leased space.

Restrooms: All retail areas shall use the public restrooms. Requests for restrooms within individual retail areas shall be at the Tenant's expense and part of the rental area.
Build Out:
- All construction shall be done under the supervision of and subject to approval of UNLV.
- Contractors and architects shall have all appropriate licenses as required by the State of Nevada and shall be subject to the prior approval of UNLV. The Tenant 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 University Planning and Construction standards. These standards may be found on the UNLV’s web site and are incorporated by reference herein.
- 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.
- Any modifications or renovation of the leased space shall be at the approval of the UNLV and at an agreed-upon time.
- UNLV shall deliver the premises to the Tenant in accordance with the terms and conditions of the definitive lease agreement and the following conditions:

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

2. Walls and Doors:
   All walls in space have been finished out with metal studs and drywall. The space has store front windows on the north side and currently contains two enclosed spaces and one open space.

3. Signage & Security:
   Tenant’s signage shall be installed in accordance with Tenant’s standard design. Font shall be Tenant’s choice. Tenant shall use university locking and alarm systems. Any additional security systems shall be approved by UNLV personnel.

4. Water:
   Water lines have been brought to the space for the HVAC units that are located above ceiling. There are additional lines subbed out into the space for future work 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 45 psi and 55 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 space. 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 space contains sprinklers and fire extinguishers are provided.
10. HVAC:
There is an existing HVAC system in place in the space.
Equipment provided in space includes:
   A. Chilled (3/4”) and heating (3/4”) hot water valved and capped above the ceiling with the
   Premises.
   B. VAV with thermostat.
   C. Return air duct stubbed to space.
   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 space it is currently 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 space and is integrated into the main
building system.

13. Fees:
Tenant shall pay all water, sewer connection and other utility connection fees and school fees associated with
the Premises.

14. Storage:
All storage shall be contained within the Premises.

15. Restrooms:
The Premises shall not contain a restroom. Tenant and its employees shall use the Building’s public restroom
facilities. Requests for restrooms within the Premises shall be at Tenant’s expense.

EQUIPMENT AND FURNISHINGS:
- The Tenant is responsible, at his/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 Tenant electrical equipment be Energy Star rated equipment.

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

BUILDING DOCUMENTATION: Prior to acceptance of the definitive lease agreement, UNLV shall submit to
the Tenant 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.
- The Tenant shall be responsible for any construction management/oversight costs deemed necessary.
- The Tenant 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.
**Inspections and Final Inspection:** Throughout the build out there shall be ongoing inspections by local agencies and UNLV inspectors. At the conclusion of the Tenant’s retail build-out, local agencies, UNLV, its representatives and/or the contractor 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 the Tenant.

**STANDARDS OF OPERATION**

- In keeping with UNLV’s culture, philosophy and mission, the Tenant’s programs and procedures shall need to adhere to the following UNLV standards of operation:
- Operate the site and the unit in a clean, safe and orderly manner, providing courteous, first-class service to the public;
- Make every reasonable effort to increase the sales and business and maximize the gross receipts of the unit;
- Advertise, market, promote and merchandise the business of the unit.
- Prevent the use of the site or the unit for any illegal purpose;
- Not operate the unit or otherwise sell the products from or to any location, except as otherwise outlined in the proposal without prior approval of the UNLV.
- Maintain at all times a sufficient inventory of products and supplies to meet customers’ demand for the products sold by the unit;
- Pay on a timely basis (i) for all products, supplies and other goods and services purchased by the Tenant for use in connection with the operation of the site or the unit, (ii) all national, federal, state and local income, sales, withholding, value added and other taxes for which the Tenant is liable under a federal, state or local government under any law, statute, ordinance or regulation and (iii) any debt service on any debt incurred to finance the operation of the site or the unit;
- Comply with all supra-nation, national, federal, state and local laws, statutes, ordinances and regulations affecting the operation of the site and the unit, including without limitation health, sanitation, fire, safety and environmental laws, statutes, ordinances and regulations;
- Timely obtain, maintain, pay for and avoid revocation or suspension of any and all licenses, permits, consents, certificates and registrations necessary or appropriate for the Tenant to prepare or operate the site and the unit in compliance with all laws, statutes, ordinances and regulations and the provisions of the contract;
- Not operate the site or the unit in a manner that presents a health or safety hazard to its customers or creates environmental hazard;
- Refrain from performing any act which could reasonably be likely to damage or cause harm to the reputation, goodwill or credit of the unit, the proprietary marks, the Tenant’s system, Tenant or UNLV culture; and
- Sell all products in a manner which is not detrimental to UNLV’s or Tenant’s reputation or the positioning of the products in the market.

**PROMOTION OF PROPRIETARY MARKS**

- UNLV shall at all times during the term of the contract at its own cost, use diligent efforts to advance the reputation of the Tenant and the products and to develop consumer awareness of the products and the proprietary marks.

**STANDARDS FOR PRODUCTS AND SUPPLIES**

- The Tenant shall sell in the unit only products approved in advance by UNLV. The Tenant shall not under any circumstances sell any other products or conduct any other business in the unit or sell the products from any location other than the unit, unless approved in advance in writing by UNLV.
- The Tenant shall utilize in the unit only those bags, boxes, wrappers, cartons, customer goodwill items and customer convenience items that display one or more of the proprietary marks.
SECTION E  
PRICING RESPONSE FORM

The Successful Proposer shall pay a fixed basic rent plus a percentage of gross sales (as set forth in the Sample Lease). The minimum rent that shall be accepted is $25.00 per square foot annually.

1. Provide the proposed rent plus percentage of gross sales that proposer will offer over first five years of the contract and any renewals.

2. 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.

3. Provide any other revenues/costs to UNLV (i.e. additional financial incentives, support of scholarships and university programs).

Proposal:

Asking minimum Rent is $25.00 per sq. ft./per month

Proposed Rent $________per sq. ft./per month

$________per sq. ft./annually
EXHIBIT A

CERTIFICATE OF LIABILITY INSURANCE

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
NAME: 
PHONE: 
FAX: 
EMAIL: 
ADDRESS: 

INSURED

INSURER(A) AFFORDING COVERAGE
NUC #
INSURER B:
INSURER C:
INSURER D:
INSURER E:

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.

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DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES: (Also state, if more space is required)

ENDORSMENTS/SPECIAL PROVISIONS

CERTIFICATE HOLDER

BOARD OF REGENTS
NEVADA SYSTEM OF HIGHER EDUCATION
4505 MARYLAND PARKWAY
LAS VEGAS, NEVADA 89154-033

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

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EXHIBIT B
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 there to.
- 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 November 1, 2015 (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:

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<tr>
<th>Lease Year</th>
<th>Annual Base Rent</th>
<th>Monthly Base Rent</th>
<th>Square Footage of Space</th>
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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, "REBEL CARD" 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 TO 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 (5%) 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:
Director, Student Union & Event Services
University of Nevada, Las Vegas
4505 S. Maryland Parkway, Box 452008
Las Vegas, NV 89154-2008

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.
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 Campus 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 wording, 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 and janitorial services

"Lessee's Proportionate Share" shall be a fraction, the numerator of which is the square footage of the Premises (agreed to be the designated square feet of the rental space – either 696 square feet or 464 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 fifty-one hundredths of one percent (0.51%) for 696 square feet or thirty-four hundredths of one percent (0.34%) at 464 square feet. 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 installation, service, billing and long distance charges
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 Lessor's locking and alarm systems.
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 interior of the Premises
7. Signage
8. Parking – Lessee and/or employees are responsible for obtaining UNLV parking permits
9. Management, compliance and disposal of hazardous waste
10. Mail Delivery- Lessor will 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
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. 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. HVAC controls for the space must be tied into the overall Student Union control system.
3. Utility line connections that are not located within or exclusively serve Lessee's Premises

10.0 Sanitation:
10.1 Lessee will maintain its facility 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 Tenant will 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:**

Loading dock access will be provided to Lessee daily from 7am to 11pm. 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.

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.

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 Environmental Laws. 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

21.2.1 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 cleanup 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 to 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:

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 of Student Union & Event Services        Director of Purchasing
University of Nevada, Las Vegas                   University of Nevada, Las Vegas
Box 452008                                       Box 451033
4505 South Maryland Parkway                      4505 South Maryland Parkway
Las Vegas, NV 89154-2008                          Las Vegas, NV 89154-1033

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 with 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 without prior consultation with the University Police Department.

38.0 **RebelCard Program:**

Lessee must 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 will 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 will 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.

40.3 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.

40.4 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.

40.5 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.

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

40.7 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 will 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.
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
   Vice President for Finance
   University of Nevada, Las Vegas

By: _______________________________________________________ Date: _____________________
   Dr. Len Jessup
   President
   University of Nevada, Las Vegas

Approved By:

By: _______________________________________________________ Date: _____________________
   Daniel Klaich,
   Chancellor
   Nevada System of Higher Education

APPROVED AS TO FORM:

By: _______________________________________________________ Date: _____________________
   Elda Sidhu, Esq.
   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 Maryland Parkway
Las Vegas, NV 89154

Suite Number(s): 121

Physical Description: One (1) or more retail space(s), with a combined total of approximately 696 or 464 square feet.
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 space have been finished out with metal studs and drywall. The space has store front windows on the north side and currently contains two enclosed spaces and one open space.

3. Signage & Security:
Lessee signage shall be installed in accordance with Lessee’s standard design. Font shall be Lessee’s choice. Lessee will use university locking and alarm systems. Any additional security systems must be approved by university personnel.

4. 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 45 psi and 55 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 space. 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 space contains sprinklers and fire extinguishers are provided.

10. HVAC:
There is an existing HVAC system is in place in the space.
Equipment provided in space includes:

A. Chilled (3/4") and heating (3/4") hot water valved and capped above the ceiling with the Premises.
E. VAV with thermostat.
F. Return air duct stubbed to space.
G. 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 space it is currently 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 space and is integrated into the main building system.

13. Fees:
Lessee shall pay all water, sewer connection and other utility connection fees and school fees associated with the Premises.
14. **Storage:**
All storage shall be contained within the Premises.

15. **Restrooms:**
The Premises will not contain a restroom. Lessee and its employees will use the Building’s public restroom facilities. Requests for restrooms within the Premises will be at Lessee’s expense.
Exhibit C
Student Union Building
Premises Floor Plan (Square feet are approximate)