

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32

LEASE AGREEMENT

Lessors, THOMAS A COSTANZO and RUTH L. COSTANZO, hereinafter referred to as Lessors, hereby contract and agree to lease the real property known as the "Hideaway", located on U. S. Highway 93 in Caliente, Nevada, hereinafter referred to as the Premises, together with fixtures and equipment to STANLEY SIMS and HAZEL SIMS, hereinafter referred to as Lessees, upon the following conditions:

1. This lease it to be effective from July 1, 1975, to and including June 30, 1977.

2. If during the term of this lease, Lessors consent to sell the premises and all of the property adjoining the premises owned by Lessors, Lessees shall have the right to purchase all of said property for the purchase price determined by the Lessors. If Lessees fail to provide acceptable financing within 30 days after notice of intent to sell and notice of the purchase price, Lessors may sell the property to any party at the price the property was offered to Lessees, subject to the terms and conditions of this Lease.

3. Lessees may not sublet this lease or the property herein without written permission from Lessors.

4. Rent for the real property herein will be in the amount of Three Hundred Fifty Dollars (\$350.00) per month, payable on or before the first day of each calendar month, plus one-half (1/2) the amount of money realized from the juke box now located on the premises and one-half (1/2) the amount of money realized from the slot machines or any other coin machines put on the premises.

5. Lessors and Lessees hereby agree that 3 slot machines will be acquired by Lessors and put into operation on the premises.

1 es as soon as practical and that when said machines are opera-
2 tional, rent will increase to \$450.00 per month, plus one-half
3 (½) of all money realized from the juke box, slot machines and any
4 other coin machines agreed to by the parties hereto and put into
5 operation on the premises. This agreement does not apply to ci-
6 gartte and candy machines which Lessees may install and maintain.

7 6. If rent is not paid within 14 days, Lessees will be con-
8 sidered to be in default of the Lease and Lessors, upon written
9 notice that Lessees are considered to be in default, may retake
10 the premises.

11 7. First and last months' rent, not including one-half (½)
12 of the money received from the coin machines described herein, is
13 due and payable before July 1, 1975.

14 8. No additional gambling dewices, coin receiving machines,
15 furniture, fixtures or equipment is to be taken into or out of the
16 premises without Lessors' written consent; cigarette and candy ma-
17 chines excepted.

18 9. Lessors agree to maintain and keep in good repair the
19 juke box, and slot machines to be installed on the premises.

20 10. Lessors and Lessees agree that all of the coin machines
21 including the juke box and the slot machines on the premises to
22 be on the premises are not to be opened for removal of money
23 unless a representative of both parties is present. Lessors and
24 Lessees further agree that the machines herein are to be oepened
25 for accounting and removal of money purposes at least twice a
26 month, cigarette and candy machines excepted.

27 11. The Lessees are to maintain in good repair all of the
28 equipment, fixtures and furniture on the premises and the inside
29 of the premises, with the exception of normal wear and tear, and
30 with the further exception of the juke box, the slot machines,
31 the roof and the outside of the building which shall be maintained
32 by the Lessors.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32

12. Lessees to be responsible for damage caused by themselves or third parties, to any part of the premises, including the juke box and slot machines.

13. ^{Lessees - TAC - SS} Lessors agree to maintain a liability insurance policy on customers and employees for a minimum of \$100,000 coverage.

14. Lessees agree to stay open for business 16 hours each day for 351 days a year. Lessees may, however, close for business 14 days a year. Lessees may compute as their 14 days to close, 336 hours, a fraction thereof which can be subtracted from any 16 hour day.

15. Lessees agree to pay all bills incurred by Lessees on behalf of the premises.

16. Lessees shall not be liable for damage caused by flood, storm or acts of Nature.

17. Lessees shall not admit anyone onto the premises who is under the age of 21.

18. Lessees will have the right of ingress and egress across Lessors' property through the back door of the premises.

19. Neon sign on front of the premises will be in good working order by July 1, 1975. Lessees shall maintain said neon sign after June 30, 1975.

20. Lessees shall have the right to parking on the south side of the building.

21. Lessors and Lessees agree that the premises now includes the inventory attached hereto as Exhibit "A" and that said inventory is in good working condition.

22. Lessor shall maintain the heat pump, the roof, the outside of the building, the slot machines and the juke box. Lessees shall maintain all other equipment and parts of the premises.

Dated: June __, 1975

Stanley P. ...
Nazul M. ...

Thomas A. Costanzo
THOMAS A. COSTANZO, Lessor
Ruth L. Costanzo
RUTH L. COSTANZO, Lessor

1 Dated: June __, 1975

2 STANLEY SIMS, Lessee

3 HAZEL SIMS, Lessee

4
5 Paragraph 2, line 12, is construed to mean that any sale of the
6 property described therein within the time period covered by this
7 lease will not alter the rights and responsibilities of Lessors
8 and Lessees or their successor in interest with respect to any of
9 the provisions of this lease.

10
11 *Thomas A. Retting*
12 *Ruth L. Costanzo*
13 *Stanley Sims*
14 *Hazel M. Sims*

15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32

EXHIBIT "A" - INVENTORY

- a. Two (2) refrigerator boxes (beer boxes)
- b. One (1) large refrigerator
- c. One (1) coin counter
- d. One (1) juke box (Rowe AMI)
- e. Five (5) bar tables
- f. Twelve (12) leather chairs
- g. Twelve (12) bar stools
- h. One (1) service bar
- i. One (1) ice machine
- j. 3-tiered sink
- k. ~~One (1) heater~~
- l. Five (5) wood slats
- m. Overhead lights, including two (2) drop-down, fluorescent light over bar, bathroom lighting fixtures and hallway lighting fixtures
- n. Six (6) liquor shelves
- o. Moriac dividers
- p. Front and back bar.
- q. Neon sign in front
- r. Heat pump

No. 56918
FILED AND RECORDED AT REQUEST OF
Thomas Costanzo
July 3, 1975
AT 15 MINUTES PAST 3 O'CLOCK
P.M. IN BOOK 14 OF OFFICIAL
RECORDS, PAGE 666-670 LINCOLN
COUNTY, NEVADA.
David A. Palmer
COUNTY RECORDER