



**MUS-7, KG**  
**Interest: 16256**  
**Project: 7215**  
**Contract: 5442**

**Clark County APN:** 186-08-298-001, 186-08-398-001, 186-07-798-001  
186-07-799-001, 186-07-398-001, 186-07-399-001  
186-07-499-002, 188-12-098-001, 188-12-099-004  
189-12-598-002, 189-12-599-005, 189-12-598-001  
189-12-198-001, 189-11-598-001, 189-02-898-003  
189-02-898-002, 189-02-810-002, 189-02-798-001  
189-02-698-001, 189-02-501-002, 189-02-198-001  
189-03-601-001, 189-03-110-002, 179-34-898-001

**Return to:**  
**DIVISION OF STATE LANDS**  
**901 S. Stewart Street, Suite 5003**  
**CARSON CITY NV 89701**

**LEASE AGREEMENT**

**[RAIL BIKE TOUR BUSINESS NAME]**  
**NEVADA STATE RAILROAD MUSEUM – BOULDER CITY**

THIS LEASE AGREEMENT (the “Lease”), made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the STATE OF NEVADA, acting by and through the DIVISION OF STATE LANDS and the STATE LAND REGISTRAR, for and on behalf of the DEPARTMENT OF TOURISM AND CULTURAL AFFAIRS, DIVISION OF MUSEUMS AND HISTORY, herein referred to as LESSOR, and [RAIL BIKE TOUR BUSINESS NAME], hereinafter referred to as "LESSEE."

**WITNESSETH:**

WHEREAS, the LESSOR owns property and holds a perpetual easement and Right-of-Way at 601 Yucca Street, Boulder City, Nevada (County Assessor’s Parcel Numbers 186-08-298-001, 186-08-398-001, 186-07-798-001, 186-07-799-001, 186-07-398-001, 186-07-399-001, 186-07-499-002, 188-12-098-001, 188-12-099-004, 189-12-598-002, 189-12-599-005, 189-12-

598-001, 189-12-198-001, 189-11-598-001, 189-02-898-003, 189-02-898-002, 189-02-810-002, 189-02-798-001, 189-02-698-001, 189-02-501-002); and

WHEREAS, pursuant to NRS 321.335, the State Land Registrar in coordination with Museums determined a portion of the property could be set apart from public purposes and made available for lease for the purpose of operating a Rail Bike tour business for the benefit of Museum patrons and visitors; and

WHEREAS, pursuant to NRS 321.335(2), the State Land Registrar may, with the approval of the State Board of Examiners and the Interim Finance Committee, cause those lands to be sold or leased upon sealed bids, or oral offer after the opening of sealed bids for cash or pursuant to a contract of sale or lease, at a price not less than the highest appraised value for the lands plus the costs of appraisal and publication of notice of sale or lease; and

WHEREAS, an appraisal to determine the fair market value of the lease was completed on October 31, 2022 pursuant to NRS 321.007; and

WHEREAS, the State Land Registrar caused a notice of lease to be published once a week for four consecutive weeks in a newspaper of general circulation in Clark County; and

WHEREAS, at the time and place fixed in the published notice, the State Land Registrar opened sealed bids and called for oral offers, finally accepting the highest acceptable bid including the recovery of appraisal and publication costs from the LESSEE; and

NOW THEREFORE, for and in consideration of the rents herein reserved and the covenants, terms and conditions herein contained, the LESSOR does hereby grant to LESSEE a Lease of a portion of the Nevada State Railroad Museum – Boulder City, to include exclusive use of approximately 5,705sf of platform space as well as non-exclusive use of railroad tracks, remaining platform area, and restroom facilities totaling approximately 393,443sf. The Lease is

on the property situate in Sections 7 and 8, Township 23 South, Range 64 East; Section 12, Township 23 South, Range 63.5 East; and Sections 12, 11, and 2, Township 23 South, Range 63 East, and further depicted on **EXHIBIT A** attached hereto and by reference made a part hereof (“Leased Premises”). Upon execution of a Memorandum of Understanding or similar instrument between the State and the City of Henderson for State use of the City’s railroad Right of Way, the Leased Premises may be extended to include Clark County APN’s 189-02-198-001, 189-03-601-001, 189-03-110-002, 179-34-898-001 on the property situate in Sections 2 and 3, Township 23 South, Range 63 East; and Section 34, Township 22 South, Range 63 East, as further depicted in **EXHIBIT B**.

1. **USE OF THE PREMISES:** The premises and the facilities thereon will be used for the purpose of operating a Rail Bike tour business for the benefit of Museum patrons and visitors. LESSEE’s use and activities on the Leased Premises will be conducted in coordination with Museum’s programming and in accordance with the Rail Bike Lease Requirements included as **EXHIBIT C** and which may be revised from time to time. All activities must be compatible with and not interfere with LESSOR’S current or potential use of the site. Should LESSOR notify LESSEE of any incompatible activity or interference, the activity will cease immediately. LESSEE shall not permit the premises to be used for any other business or commercial enterprises, or for any other purpose, without the written consent of LESSOR.

2. **TERM OF LEASE:** LESSOR hereby leases unto LESSEE and LESSEE agrees to lease from LESSOR, the premises heretofore described commencing with approval of the Board of Examiners and the Interim Finance Committee for FIVE (5) years with two FIVE (5) year options to extend and terminating at midnight on April 30, 2033, unless this Lease has been

terminated by mutual agreement of the parties or has been terminated pursuant to any other provision of this lease.

3. **TERMINATION:** Either party shall have the right to terminate this Lease in whole or part at any time during the term hereof provided, however, that either party shall give a NINETY (90) day written notice of election to terminate and the premises restored to pre-leased condition at LESSEE'S sole expense.

a. **Breach or Default:** In the event of any failure by LESSOR or LESSEE to keep and comply with any of the terms, conditions, covenants or provisions of this Lease or any breach thereof, the defaulting party shall have THIRTY (30) days from the receipt of written notice of such default or breach within which to remove or cure said default or breach, except for default in the obligation of LESSEE to pay rent in a timely fashion, which default must be cured or removed without notice within FIFTEEN (15) days from the date on which the rental payment is due and payable. In the event of breach or default by LESSEE which is not removed or cured within the time limits set forth above, LESSOR may in addition to any other right of re-entry or possession, and at LESSOR'S sole option, consider the Lease forfeited and terminated and may re-enter and take possession of the Leased premises, removing all persons and property therefrom with prior notification to LESSEE so that arrangements concerning the removal of property can be made.

b. **Early Termination:** This Lease may be terminated prior to the term set forth hereinabove or prior to the natural expiration of any renewal period if, for any reason, the purpose of this Lease is substantially impaired or obstructed by any event, occurrence or circumstance outside the control of LESSOR or LESSEE including any governmental

condemnation, without prejudice or penalty to any party hereto and without such event, occurrence or circumstance being defined, and interpreted or construed as breach or default on the part of any party.

4. **CONSIDERATION:** In consideration of this Lease, LESSEE agrees to pay the one-time recovery of appraisal and publication notice fees in the amount of \$X,XXX. In addition, LESSEE agrees to pay as rent to LESSOR a sum of XXXX DOLLARS (\$X,XX.XX) per month (“Base Lease Payment”) plus XX% of all gross receipts for rail bike rental fees and ancillary sales under Contract XXXX for use and occupancy of the Leased Premises. Payment shall be due on the 1<sup>st</sup> day of the succeeding month after approval of the Lease by the Board of Examiners (BOE) and Interim Finance Committee (IFC) and payment paid on the 1<sup>st</sup> day of the month thereafter as long as this Lease Agreement is in effect. Should the Leased Premises be expanded to include the City of Henderson’s railroad Right of Way as further depicted in EXHIBIT B, only the Base Lease Payment will be adjusted to XXXX DOLLARS (\$X,XXX.XX) per month.

Payment is to be made payable to the STATE OF NEVADA, DIVISION OF STATE LANDS and is to be mailed to:

**DIVISION OF STATE LANDS  
901 S. STEWART STREET, SUITE 5003  
CARSON CITY, NEVADA 89701**

LESSOR reserves the right to re-assess and adjust the rental fees every FIVE (5) years to reflect any change in value during the term of the Lease.

5. **UTILITIES AND SERVICES:** LESSEE shall be responsible for paying all utilities necessary to maintain the exclusive use portion of the Leased Premises during the term of the Lease. LESSOR shall not be liable for failure to furnish any utilities and services nor

provide other support, financial or otherwise, for LESSEE's occupancy of the premises. LESSOR shall not be liable for any loss or injury to LESSEE'S property occasioned by acts, omissions, or conditions beyond LESSOR'S control, including but not limited to accidents, natural disasters, or strikes.

6. **REPAIR AND MAINTENANCE:** LESSEE agrees to make any and all repairs and agrees to maintain the demised premises in as good a state of repair as when first occupied, ordinary wear and tear, obsolescence and damage by the elements, fire or other casualty excepted.

a. LESSEE, shall, at its own expense, pay for services and other costs of installing, maintaining, and operating its equipment and other personal property. Any damage to LESSOR'S property caused by the LESSEE, its contractors, service providers, tenants, or guests, shall either be repaired by the LESSEE within THIRTY (30) days or LESSOR shall be reimbursed by LESSEE for the actual cost of the repair.

b. LESSEE shall not commit, or suffer to be committed, any waste upon LESSOR'S property. Any waste shall be cured, and the site shall be restored to the pre-waste condition by LESSEE within THIRTY (30) days or LESSOR shall be reimbursed by LESSEE for the actual cost of the site restoration.

c. Upon expiration of this lease, LESSEE shall, at its own expense, restore the premises to the condition prior to installing, maintaining, and operating its equipment and other personal property.

7. **AMENDMENT OR MODIFICATION:** The Lease, along with any exhibits and attachments hereto, constitutes the entire agreement between the parties and may only be amended or modified with the mutual consent of the parties hereto, which amendment or

modification must be in writing, executed and dated by the parties hereto. It is understood that there is no oral agreement between the parties hereto and that all previous negotiations and discussions between the parties hereto affecting this Lease are superseded by this Lease.

8. **ASSIGNMENT OR SUBLEASE:** LESSEE shall not assign or sublease any portion of the Leased premises unless allowed by LESSOR's prior written approval.

9. **ORDINANCES AND STATUTES:** LESSEE shall comply with all ordinances, statutes and requirements of all state authorities now in force or which may hereinafter be put into force pertaining to the premises or use of the premises by LESSEE. This Lease is specifically conditioned upon LESSEE obtaining necessary approval from the appropriate Federal and State of Nevada licensing agencies to license its programs and to maintain the necessary license.

10. **ALTERATIONS, ADDITIONS, AND IMPROVEMENTS:** LESSEE accepts the Leased Premises "As Is" in its current condition. LESSEE may not make any permanent modifications to any facility at the Museum. Upon prior written approval by LESSOR, LESSEE may install temporary structures in the exclusive use lease area for equipment maintenance, ticket sales, and/or an office space at LESSEE'S sole expense. Upon expiration or termination of this Lease, the LESSEE will remove all personal property and temporary structures and restore the premises to pre-leased condition at LESSEE's sole expense.

11. **INSURANCE:** LESSEE, at its sole cost and expense, agrees to maintain property and liability insurance for the Leased Premises during the full term of this Lease. LESSEE, at its own expense, shall insure the Leased Premises including buildings, structures and the tangible assets located within the demised premises against any loss with an all-risk property policy for full replacement value. In addition, LESSEE shall, at its own expense, obtain and

keep in force during the term of this Lease, a liability policy with Combine Single Limit Bodily Injury and Property Damage coverage insuring the LESSEE against any liability arising out of the use and maintenance of the described property and all other areas appurtenant thereto. Such insurance shall be in an amount not less than SIX MILLION DOLLARS (\$6,000,000) per occurrence. The limits of said insurance shall not limit the liability of the LESSEE hereunder. All insurance proceeds from casualty losses shall be payable as hereinafter provided. LESSEE shall provide Worker's Compensation and Employee's Liability with statutory coverages including disease per employee and policy limitations for its employees located within the Leased Premises. LESSEE shall furnish to LESSOR annually certificates evidencing such coverage throughout the Lease term. All such insurance shall be with insurers that are acceptable to the LESSOR, and shall contain a waiver of subrogation in favor of LESSOR. Insurance policies shall contain a provision making any losses payable to LESSEE and LESSOR as their respective interests may appear. Such insurance shall not be canceled or modified materially without LESSEE first giving written notice thereof to LESSOR at least THIRTY (30) DAYS in advance of such cancellation or modification.

12. **INDEMNIFICATION:** LESSEE agrees to save, defend and keep LESSOR free and harmless from any loss, damage, injury or claim arising from LESSEE'S occupancy of the demised premises or grounds, and LESSEE hereby agrees to indemnify, save, defend and hold harmless LESSOR from any and all liability for personal injuries, property damage, or for loss of life or property resulting from, or in any way connected with, the condition or use of the premises on account of or by reason of any injuries or property damage growing out of LESSEE'S occupancy of the Leased Premises or grounds. LESSEE does hereby release LESSOR from any and all liability for loss and damage to the real or personal property located



on the demised premises, whether belonging to LESSOR or to any third person or person, and occurring from any cause whatever, and including, but not confined to fire, lightning, floods and perils of windstorm, hail, explosion, riot, rioting, attending a strike, civil commotion, aircraft, vehicles and smoke.

13. **LIMITED LIABILITY:** Neither LESSOR nor LESSEE waives any immunity and statutory limitations in all cases, including, without limitation, the provisions of Nevada Revised Statutes Chapter 41.

14. **CHOICE OF LAW AND FORUM:** The laws of the State of Nevada shall govern the validity, construction, interpretation, and effect of this Lease. The parties agree any dispute and/or legal proceedings regarding this Lease are subject to the sole jurisdiction of the State courts in the State of Nevada.

15. **NOTICES:** LESSOR shall give LESSEE prompt notice of any claim made or suit instituted which in any way affects or might affect LESSEE, and LESSEE shall have the right to compromise and defend same to the extent of its own interest.

- a. All notices under this Lease shall be in writing and delivered in person or sent by certified mail, return receipt requested, to LESSOR or to LESSEE at their respective addresses set forth below, or to such other address as may hereafter be designated in writing by either party.

**LESSORS:**  
Nevada Division of State Lands  
901 S. Stewart St. Ste 5003  
Carson City, Nevada 89701

**LESSEE:**  
RAIL BIKE TOUR BUSINESS

Nevada Division of Museums and History  
Nevada State Railroad Museum – Boulder City  
601 Yucca Street,  
Boulder City, Nevada 89701

16. **ATTORNEY'S FEES:** In case suit shall be brought for the recovery of any rent due under the provision of the Lease, or for LESSEE'S breach of any other condition contained herein, LESSEE agrees that any judgment which may be entered in favor of either party to such proceeding may include a reasonable attorney's fee not to exceed ONE HUNDRED FIFTY AND NO/100 DOLLARS (\$150.00), which sum the losing party shall pay to the prevailing party.

17. **WAIVER:** The failure of LESSOR or LESSEE to insist upon strict performance of any of the covenants, terms and provisions contained in this lease or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such covenant, term, or provision or any to other covenants, terms, or provisions, but the same shall remain in full force and effect.

18. **REMEDIES:** The remedies given to LESSOR and LESSEE shall be cumulative, and the exercise of any one remedy shall not be to the exclusion of any other remedy.

19. **CONDEMNATION:** If all the demised premises is taken by eminent domain, condemnation, or purchased under threat thereof, except for a taking for temporary use, this Lease shall be cancelled automatically as of the taking date. If a part of the premises is taken, LESSOR may cancel this Lease. The option to cancel may be exercised within SIX (6) months of taking by giving LESSEE written notice that the option has been exercised. If there is a taking of the premises for temporary use, this Lease shall continue in full force and effect, and LESSEE will continue to comply with LESSEE'S obligation under this Lease, except to the extent compliance is rendered impossible to impracticable by reason of the taking. All compensation awarded upon the condemnation or taking will belong to LESSOR. LESSEE hereby waives any interest in any condemnation proceeds or litigation.

20. **WARRANTIES:** LESSOR makes no warranty as to the condition of or the adequacy of the Leased premises for the proposed uses of LESSEE.

21. **ENTRY AND INSPECTION:** LESSEE shall permit the LESSOR or their agents to enter upon the premises at any time, with reasonable notice, for the purpose of inspecting the same.

22. **PAYMENT OF TAXES:** LESSEE shall pay all assessments on the demised premises as may apply when due.

23. **WRITTEN CONSENT OF LESSOR:** In any case that requires that written consent of LESSOR, such consent shall not be unreasonably withheld.

24. **CUMULATIVE REMEDIES:** All rights and remedies of the parties shall be cumulative and nonexclusive of any other remedy at law or equity.

25. **FORCE MAJEURE:** Any delay or stoppage of business due to strikes, lockouts, labor disputes, acts of God, governmental restrictions, governmental regulations, or controls, enemy or hostile action, fire or other casualty, shall excuse the performance by such party for a period equal to any such delay.

26. **SUCCESSOR AND ASSIGNS:** Except as otherwise provided, this Lease shall bind and inure to the benefit of the parties and their respective successors, representatives, heirs, and assigns.

27. **EFFECTIVE DATE:** This Lease shall not become effective unless and until the approval of the State Board of Examiners, and the Interim Finance Committee has been secured.

IN WITNESS WHEREOF, the PARTIES have executed this Agreement the day and year first above written.

**STATE:**  
**STATE OF NEVADA**  
**Division of State Lands**

By: \_\_\_\_\_  
CHARLES DONOHUE  
Administrator and State Land Registrar

Date: \_\_\_\_\_

**APPROVED as to LEGAL FORM:**  
**DANIEL NUBEL**  
**Senior Deputy Attorney General**

By: \_\_\_\_\_  
DANIEL NUBEL  
Senior Deputy Attorney General

Date: \_\_\_\_\_

**AGENCY:**  
**STATE OF NEVADA**  
**Division of Museums and History**

By: \_\_\_\_\_  
MYRON FREEDMAN  
Administrator, Division of Museums & History

Date: \_\_\_\_\_

**LESSEE:**  
**RAIL BIKE TOUR BUSINESS**

By \_\_\_\_\_  
Owner

STATE OF NEVADA )  
 )  
 )  
 ss.  
COUNTY OF \_\_\_\_\_ )

On, \_\_\_\_\_ 2022, RAIL BIKE TOUR BUSINESS OWNER, personally  
appeared before me, a notary public, who acknowledged that they executed the above document.

\_\_\_\_\_  
NOTARY PUBLIC

**APPROVED:**  
**BOARD OF EXMAINERS**

By \_\_\_\_\_

Date \_\_\_\_\_

**APPROVED:**  
**INTERIM FINANCE COMMITTEE**

By \_\_\_\_\_

Date \_\_\_\_\_




DRAFT



# Nevada State Railroad Museum, Boulder City

State Proposed Lease

## Legend

-  State and Concessionaire Joint Use Area  
— Totaling 393,443 square feet  
Tracks: 390,786 sq. ft.  
Platform: 2,176 sq. ft.  
Bathroom: 481 sq. ft.
-  Concessionaire Exclusive Use Area  
— Totaling 5,705 square feet  
Picnic Area: 5,564 sq. ft.  
Office: 141 sq. ft.
-  State Managed Lands

N



1 inch equals 100 Feet



Nevada Division of  
**STATE LANDS**

This map is prepared for the use of the Nevada Division of State Lands for illustrative purposes only. It does not represent a survey of the premises. No liability is assumed, and all rights are reserved.






DATE: 8/29/2022 — Division of State Lands



# Nevada State Railroad Museum, Boulder City

State Proposed Lease

## Legend

-  State and Concessionaire Joint Use Area  
— Totaling 393,443 square feet  
Tracks: 390,786 sq. ft.  
Platform: 2,176 sq. ft.  
Bathroom: 481 sq. ft.
-  Concessionaire Exclusive Use Area  
— Totaling 5,705 square feet  
Picnic Area: 5,564 sq. ft.  
Office: 141 sq. ft.
-  State Managed Lands



1 inch equals 0.25 Miles



Nevada Division of  
**STATE LANDS**






DATE: 8/29/2022 — Division of State Lands  
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**Nevada State Railroad Museum, Boulder City**  
**State Proposed Lease**

**Legend**

- 
**State and Concessionaire Joint Use Area**  
 — Totaling 393,443 square feet  
Tracks: 390,786 sq. ft.  
 Platform: 2,176 sq. ft.  
 Bathroom: 481 sq. ft.
- 
**Concessionaire Exclusive Use Area**  
 — Totaling 5,705 square feet  
Picnic Area: 5,564 sq. ft.  
 Office: 141 sq. ft.
- 
**State Managed Lands**



1 inch equals 30 Feet



**Nevada Division of STATE LANDS**

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# THIRD PARTY VENDOR

## EXTENSION MAP

Clark County, NV

### Legend

-  Right of Way Shape
-  Clark County Parcels
-  State Managed Lands
-  Nevada System of Higher Education
-  Bureau of Land Managemnt

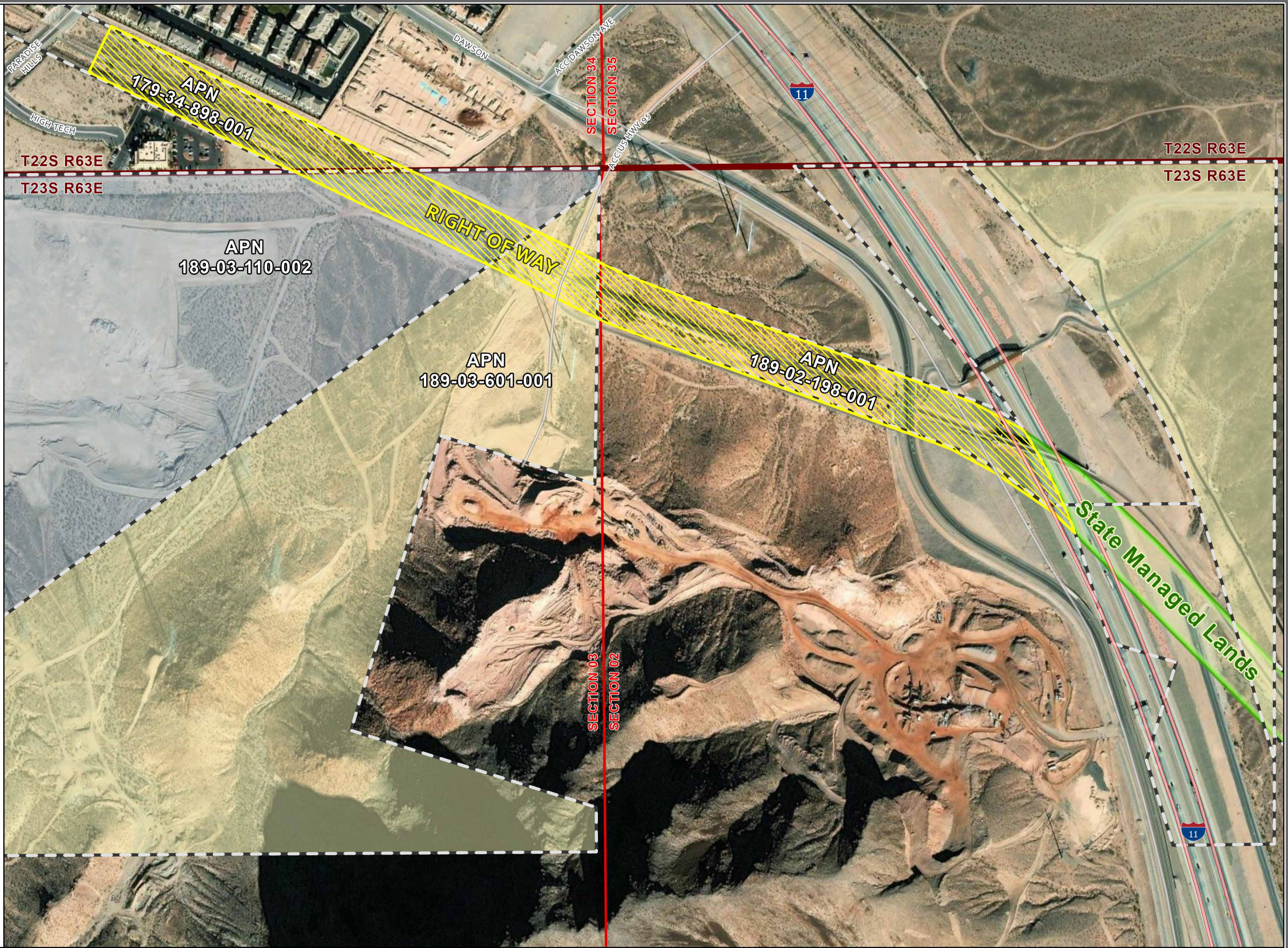
N



1 inch equals 350 Feet



Nevada Division of  
**STATE LANDS**



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**EXHIBIT B**

DRAFT



## EXHIBIT C

### MEMO

To: Myron Freedman, Administrator  
Division of Museums and History

From: Dr. Christopher MacMahon, Director  
Nevada State Railroad Museum, Boulder City

Date: November 30, 2022

Re: Rail Bike Vendor Requirements for Lease

The following outlines a starting point for the requirements necessary for a successful joint operation between the Nevada State Railroad Museum Boulder City and the vendor whose bid is selected for the lease.

#### Rail Bikes

Rail bikes operating at the Museum must include the following design and safety features:

1. Steel wheels
2. Electric peddle assist capable of 10-mile round trip with 4 miles of steady 2% grade.
3. Safety belts on seats.
4. Ability to link bikes together for tow.
5. Storage space for excess property.
6. White front headlight and red rear taillight if vendor will perform night operations.

#### Safety Training and Compliance

Rail bikes operating at the Museum must adhere to the following regulation and safety protocols:

1. Title 49 of the Code of Federal Regulations
  - a. Federal Railroad Administration operations inspections.
  - b. Federal Railroad Administration safety inspections.
  - c. Federal Railroad Administration equipment inspections.
  - d. Random drug and alcohol screening by Federal Railroad Administration inspectors.
2. Nevada Public Utilities Commission
  - a. Nevada Revised Statutes Chapters 703 and 704 pertaining to operations of railroads.
  - b. Nevada Administrative Code Chapter 705 pertaining to operations of railroads.
  - c. Compliance with Nevada Public Utility Commission inspectors.
3. Nevada State Museums
  - a. Comply with orders or directives issued by the Board of Museums and History, Administrator of the Division of Museums and History, and the Museum Director of the



Nevada State Railroad Museum Boulder City in accordance with Nevada Revised Statutes Chapter 381.

- b. Complete annual safety training in accordance with Nevada Administrative Code 381.050
- c. Adhere to the official rules of the Museum concerning railroad operations.
  - i. General Code of Operating Rules 8<sup>th</sup> Edition (GCOR)
  - ii. Nevada State Railroad Museum Boulder City Timetable
  - iii. Nevada State Railroad Museum Boulder City Bulletins
  - iv. Nevada State Railroad Museum Boulder City Track Warrants
  - v. Nevada State Railroad Museum Boulder City Notices
- d. All employees of the rail bike vendor must pass a GCOR safety test administered by Museum staff prior to working in any operating capacity at the Museum.
  - i. Safety tests will be administered annually.
4. Compliance with Federal Communication Commission standards concerning use of radio transmissions over public airwaves.
5. Lithium batteries must be stored in fireproof containers at least 25 feet away from any structure or railroad equipment.

Any instance of the vendor and/or its employees intentionally misleading or withholding information from federal or state regulators is grounds for immediate termination of the lease and dismissal from the museum grounds.

### Track Use & Responsibilities

The use of track at the Nevada State Railroad Museum Boulder City and the maintenance thereof is as follows:

1. The Museum is responsible for conducting a weekly inspection of track and right-of-way.
2. The Museum is responsible for maintaining the track and right-of-way and repairing any defects.
3. The Museum has priority use of all tracks.
4. Track use within the rail bike vendor's lease is joint use between the Museum and the Vendor.
5. Use of track not identified in the lease by the rail bike vendor must be approved by the Museum Director or their designee.
6. Rail bikes may never be stored on the mainline A Track.

### Facilities and Infrastructure

The joint use of facilities and infrastructure at the Nevada State Railroad Museum Boulder City are as follows:

1. Rail bike vendor may not make any permanent modifications to any facility at the Museum.
2. Rail bike vendor's guests and staff may utilize the Museum parking lot.
3. The Museum and rail bike vendor will jointly use the passenger loading platform.
4. The Museum and rail bike vendor will share use of restroom facilities.
  - a. Museum will be responsible for supplying all paper products, soap, and cleaning supplies for restrooms.
  - b. Museum will clean restrooms at least once per day.



- c. Museum will maintain restrooms and undertake any necessary repairs.
5. Rail bike vendor may install temporary structures in their designated lease area(s) for maintenance, ticket sales, and/or an office space with approval from the Museum Director or their designee.
  - a. Any temporary structure must be of sound design that will not create a safety hazard nor endanger visitors, staff, or volunteers at the museum.
  - b. All temporary structures must be located within the rail bike vendor's lease area.
  - c. No temporary structure may block or foul any track.
  - d. All temporary structures that serve guests must be accessible in compliance with the Americans with Disabilities Act.
  - e. All temporary structures must contain a fire extinguisher provided by the rail bike vendor.
  - f. Rail bike vendor is responsible for the maintenance and care of any approved temporary structure.
6. The rail bike vendor will have reasonable access to water and electric utilities necessary for their operations.
  - a. If the rail bike vendor and the Museum Director disagree on what constitutes reasonable use, the Director of the Nevada State Railroad Museum Carson City will arbitrate.
7. The railbike vendor and its guests may utilize garbage and recycling bins throughout the museum property as well as sanitation dumpsters for disposal of waste generated through operations.
  - a. Museum will be responsible for emptying trash bins on the passenger loading platform and within the restrooms.
  - b. Rail bike vendor will be responsible for emptying any trash or recycling bins within their approved temporary structures and/or maintenance areas.
8. Installation of temporary shading, chairs, benches, tables, or other decorative accents must be approved by the Museum Director or their designee.
  - a. Rail bike vendor is responsible for the maintenance and care of any approved items.
9. Rail bike vendor is responsible for their own internet access.
10. Any use of facilities not addressed above must be approved by the Museum Director or their designee.

### Operations

To ensure a safe and mutually beneficial work environment, the Museum and Rail Bike Vendor will adhere to the following:

1. Rail bike vendor will follow all laws, regulations, and rules concerning railroad operations as outlined above.
  - a. Museum will provide 30 days' notice to the rail bike vendor of any rulebook change.
2. Use of alcohol, tobacco products, or marijuana products on museum grounds by rail bike vendor's guests or staff is strictly prohibited.
  - a. Intoxication while operating railroad equipment is strictly prohibited under state and federal law and can result in criminal prosecution.
  - b. Smoking and vaping of tobacco products is permitted in the museum parking lot area.



- c. The Museum Director will provide written notice to the rail bike vendor of any violation of this policy. Three or more violations of this policy will constitute a breach of contract.
3. Rail bike tour schedules will be approved quarterly.
  - a. Schedule must be approved by the Museum Director or their designee prior to posting and opening for sales.
  - b. Schedule may extend beyond quarterly approval at the discretion of the Museum Director.
4. Weekend Operations
  - a. The Museum will utilize tracks for excursion train operations between 8am and 6pm on Saturdays and Sundays weekly.
  - b. Joint operations during weekends are possible under Form-B Restrictions
  - c. The Museum Director and rail bike vendor manager will coordinate the quarterly scheduling of all joint operation runs.
  - d. Rail bike operations will not delay the scheduled departures of Museum excursion trains.
    - i. Repeated delays may result in Museum revoking rail bike joint operations during weekend excursion train schedule.
5. School Tours
  - a. The Museum reserves track use between 10:00am and 11:00am weekdays for school tours.
  - b. The Museum will provide rail vendor two weeks' notice of any school tour operated outside the above timeframe.
    - i. Any operation outside the reserved time will be a joint operation around the rail vendor's approved schedule.
6. Track Inspection
  - a. The Museum reserves use of the track between 8:00am and 12:00pm every Wednesday for track inspection.
  - b. The Museum reserves use of the track between 08:00am and 5:00pm on the last Wednesday of each month for track maintenance.
  - c. The Museum Director will notify the rail bike manager of any emergency track inspections necessitated by severe weather events or other unanticipated sources of potential track damage.
  - d. The rail bike vendor manager will notify the Museum Director of any suspected damaged track or areas of concern observed by rail bike staff.
7. Excursion Train Charters
  - a. The Museum Director will provide 30 days' notice to the rail bike manager of any excursion train charters.
  - b. Charters will be joint operations unless the charter customer requests exclusive use of the track.
  - c. If charter customer provides less than 30 days' notice to the Museum, charter cannot be exclusive use.
  - d. Rail bike vendor may charter museum trains in accordance with the public fee schedule.
    - i. The Museum reserves the right to deny charter requests.



8. Special Events

- a. The museum reserves use of track for Friday, Saturday, and Sunday evenings in the month preceding Easter, the month of October, and the month of December for special programming.
  - i. When possible, events will be conducted as joint operations at the discretion of the Museum Director.
  - ii. Scheduling of joint operations for special events will be conducted between the Museum Director or their designee and the rail bike manager.
- b. Rail bike vendor may hold special events with approval from the Museum Director.

9. Radios

- a. Radio use is required for railroad operations.
  - i. Museum will provide rail bike vendor a list of radios compatible with its system.
  - ii. Museum will provide rail bike vendor radio frequencies.
  - iii. Rail bike vendor is responsible for purchasing and programming radios for their operations.
- b. Use of Museum frequencies are for railroad operations only.
  - i. Rail vendor employees will use designated talk around channel(s) accordingly.
  - ii. Rail vendor employees will adhere to Museum policies concerning radio use.
- c. Swearing or inappropriate conversations over public radio frequencies is strictly prohibited.
- d. The Museum Director will provide written notice to the rail bike vendor of any violation of the radio policy. Three or more violations of this policy will constitute a breach of contract.

10. Any unanticipated operational issues requiring further clarification will be negotiated between the Museum Director and rail bike manager before being sent to the Division of Museums and History and rail bike vendor corporate office for approvals.

Educational Programming

As part of the mission of the Division of Museums and History, educational and interpretive programming must be provided by the rail bike vendor.

- 1. The Museum will provide training on the history of the Boulder City Branch Line and information pertaining to points of interest along the route that must be incorporated into all rail bike tours.
  - a. Rail bike vendor may determine how this information is best incorporated into their tours.
- 2. The Museum will make the Display Pavilion accessible to rail bike guests outside of normal museum hours.
  - a. Keys to the Display Pavilion will be issued by the Museum to designated rail bike manager(s) and supervisor(s).
    - i. Duplication of state keys is strictly prohibited.
    - ii. Rail bike employees issued state keys will sign and adhere to the State of Nevada key policy.
  - b. The Museum will provide training to rail bike staff about artifacts housed within the Display Pavilion upon Vendor's request.





Use of Heavy Machinery

Rail bike manager may request use of heavy machinery owned by the Museum.

1. All requests must be approved by the Museum Director or their designee.
2. Rail bike vendor will follow check out and vehicle inspection policies prior to use.
3. Rail bike staff must be certified in the use of the machinery in question.
  - a. Museum Director may authorize use if certification is in question.
4. If rail vendor does not have certified staff to operate heavy machinery, museum staff will operate machinery for no more than one hour.
  - a. Any request requiring staff time exceeding one hour will be reimbursed to the State in accordance with the hourly pay rate of the employee in question.
  - b. Museum staff will not operate machinery in support of rail bike activities for more than four hours per week.
5. Vendor will be charged the cost of any repairs or replacement for any damage resulting from Vendor's use.

Gift Shop

TBD by the Board of Museums and History

Insurance

Amount TBD by Division of Museums and History

Fee Structure

TBD by Division of Museums and History