



117 BIG BEND RANCH ROAD #993
WADSWORTH, NV 89442

Email: PlptRealty@plpt.nsn.us Phone: (775) 575-2185

STANDARD OPERATING PROCEDURES

Mission

Pyramid Realty is under the Business Office of the Pyramid Lake Paiute Tribe. It manages commercial and residential landholdings of the tribe to generate revenue and economic opportunities.

Section 1 - Daily Operations

Daily operations of the department are handled by the Property Manager (Manager). It is the duty of the Manager to work with the business office and legal counsel when drafting and negotiating agreements. Tribal assets must be protected at all times. All agreements should be profitable throughout their lifetime.

Section 2 - Legal Counsel

Pyramid Realty shall not retain or employ the services of legal counsel on behalf of the tribe without approval from the Business Office of the tribe.

Section 3 - Commercial Leases

New and prospective businesses, or Lessees, must present to the Tribal Council for initial approval. A Letter of Intent must be submitted to the Tribal Council, which must approve a Resolution or a Motion before the Lessee can work with Pyramid Realty to draft an agreement. It is the responsibility of the Lessee to obtain a business license from the Tribe and proper insurance.

If a project requires an environmental assessment (EA) for National Environmental Protection Act (NEPA) compliance this would be the normal sequence of events (as a rule of thumb an EA would be required if the project crosses vacant ground):

1. Lessee hires consultant to conduct EA study.
2. Consultant contacts **[Environmental Officer]** at Western Regional Office (BIA) for requirements.
3. Consultant conducts study.
4. **BIA Environmental Officer** reviews draft EA and recommends approval to Western Nevada Agency.
5. Draft EA is posted for public comment at Tribe and BIA's Western Nevada Agency (WNA).
6. If no public comment, EA becomes final.

7. Consultant prepares draft FONSI and NOA.
8. **BIA Environmental Officer** and WNA review draft FONSI and NOA.
9. FONSI is signed by the BIA Superintendent.
10. FONSI is posted for public comment.
11. If no comment, FONSI is effective..

Finalized agreements are then presented to the Business Office for approval and sent off to the BIA for recording.

Section 4- Compliance with Leases and Other Agreements

Manager shall use diligent efforts to cause each Property to comply with all terms and conditions contained in all leases, service contracts and other agreements required to be complied with by Owner with respect to each Property. Manager shall maintain all tenant files, any other records that relate to any tenant and all keys to the rental units, including without limitation all master keys, in a secure area, locked at all times, with controlled access by authorized personnel only.

Section 5 - Collection of Rents and Other Income

Manager shall use diligent efforts to collect all rents (including additional rental payments resulting from tenant participation in operating expenses, taxes, insurance and common area maintenance charges) and other charges, which may become due at any time from any tenant or from others in connection with each Property. Manager shall collect and identify any income due to the Tribe from miscellaneous services provided to tenants or the public, including without limitation parking income, tenant storage, and coin operated machines of all types (e.g., washers, dryers, vending machines, pay telephones, etc.), if any.

All monies so collected shall be deposited to the Finance Department of the Pyramid Lake Paiute Tribe. Manager may not, without the prior written approval of the Business Officer, collect any rent or other income more than one month in advance, or terminate any lease, lock-out a tenant, institute suit for rent or for use or occupancy, or institute proceedings for recovery of possession. In connection with any collection efforts by the Manager, only legal counsel approved by the Business Office shall be retained.

All legal expenses incurred in bringing such suit or proceedings shall be submitted to the Business Officer for approval. The Business Office must approve any write-offs. No accounts receivable should be written off unless the facts clearly indicate that the amounts are un-collectable and all reasonable efforts to collect such amounts have been made. Use of collection agencies or outside counsel in connection with delinquent accounts must be approved by the Business Office. Manager must maintain written documentation supporting each write-off.

Section 6 - Evictions

Tenants can face eviction for a variety of reasons. Some examples include the expiration of a lease/rental agreement, nonpayment of rent, illegal activity, and rental agreement/lease violations.

It is essential for both landlords and tenants to understand the allowable reasons for eviction.

Nonpayment -Any tenant that fails to pay their rent will be subject to the eviction procedures of Pyramid Realty.

Rental Agreement/Lease Violations - Lease violations could include things like damaging the rental property, having too many people residing in the rental unit, and having a pet when there's a no-pet policy.

Illegal Activity - Illegal activity could include anything from possessing and/or selling/manufacture of controlled substances, to gang activity, assault, felonies, murder, and domestic abuse.

Lease/Rental Term Expiration - Expiration of a lease/rental agreement or a rental term is a valid reason for eviction.

Lease/Rental Termination. The Realty Department, with the approval of the Business Office, may terminate a lease or rental agreement by providing notice of termination to the tenant. The notice period is typically tied to the type of tenancy, with week-to-week tenants usually receiving 7 days' written notice and month-to-month tenants typically receiving 30 days' written notice. If a tenant fails to vacate the property by the date stated in the notice, law enforcement officials may forcibly remove (or evict) the tenant from the property. Alternatively the Realty Department shall have the option to file a complaint in the Tribal Court to obtain an eviction order from the court, which may include requests for other remedies such as payment for back rent and damages.

Procedures of Eviction

1. **Rental Agreement/Lease is Violated** - In the case of violations not involving late rent payments, tenant is issued a **Notice of Violation** for any violations occurring on the property that the Realty Department has determined can be cured. The notice will contain the date, description of the violation and state how and when the violation must be corrected to return to compliance.
2. **Late Rental Payments - Weekly** - When the violation is for nonpayment of rent or other amounts owed on a week to week rental agreement, the tenant must pay on the due date stated in the rental agreement, else will be issued a Notice to Quit as stated below.
3. **Late Rental Payments - Monthly** - When the violation is for nonpayment of rent or other amounts owed on a month-to-month agreement or longer, tenant is given three (3) business days after the due date to post payment. Failure to comply will result in tenant being issued a **Notice of Nonpayment**. This notice is posted at the property, generally on the front door or gate, and/or hand delivered to the tenant. The Notice of Nonpayment will state that the tenant has seven (7) business days from the issuance of the Notice of Nonpayment to bring all payments current. The tenant will also be required to pay a \$25 late fee. Tenant has their final opportunity to pay past-due rent to avoid eviction.
4. **Notice to Quit** - A Notice to Quit will be issued (a) if a lease violation has occurred that cannot be corrected as determined by the Realty Department, (b) if the tenant has not corrected a lease violation by the date stated in a Notice of Violation, or (c) if seven (7)

business days have passed from the issuance of a Notice of Nonpayment without payment. Rent will no longer be accepted after issuance of the Notice to Quit. The Notice to Quit will require the tenant to vacate the property immediately.

5. **Letter of Warning for Trespass** - The Realty Department shall have the option to issue a Letter of Warning for Trespass if the tenant remains on the property after issuance of a Notice to Quit.
6. **Eviction** - If the tenant fails to move out by the stated deadline in a Notice to Quit, law enforcement officials may forcibly remove (or evict) the tenant from the property. Alternatively the Realty Department shall have the option to file a complaint in the Tribal Court to obtain an eviction order from the court, which may include requests for other remedies such as the payment of all back rent and payment for damages.

Section 7 - Taxes

Manager shall obtain and verify bills for real estate and personal property taxes, improvement assessments and other like charges, which are or may become liens against the Property. In instances where such bills are sent directly to Owner, Manager will be responsible for obtaining such bills and ensuring that the bills are properly processed and paid. Manager shall pay taxes from the Operating Account prior to incurring any late fees or charges. Any payments to be made "under protest" are to be checked by the Manager to ensure that they are properly marked and filed with the appropriate authorities. In the event any late fees or charges are incurred, the Manager will reimburse these fees or charges. If funds in the Operating Account are insufficient to cover the amounts due pursuant to such tax bills, Manager shall request funds from the Tribe sufficiently in advance to be sure that the required funds will be available. Manager will be expected to recommend both a plan for controlling real estate taxes and a real estate tax-consulting firm for approval by the Business Officer. The Business Officer must separately approve the use of any outside appraisers used in the tax appeal process. If an outside real estate tax-consulting firm is used, Manager shall fully cooperate with such firm.

Section 8 - Leasing and Cooperation by Manager

Manager shall fully cooperate with brokers, leasing agents, tenant representatives, tenants and prospective tenants in order to obtain and retain desirable tenants for the Property. Manager agrees to perform whatever Business Office may require in connection with the negotiation of leases or renewals, extensions, modifications, or cancellations thereof. No such cooperation by the Manager shall give rise to a claim for commission for such leases. Approved leasing commissions will be paid from the Operating Account. For all prospective leases, Manager shall obtain and review tenant financial information to ascertain prospective tenants' financial condition and ability to meet lease obligations.

Section 9 - Execution of Leases

Manager is generally authorized to negotiate as "Agent for Owner" leases for the Property under the Realty Department's responsibility; provided, however that prior to executing any lease, Manager must obtain the written consent of the Business Office. The Business Office reserves

the right in its sole discretion to modify, limit or revoke the authority delegated to the Manager in this paragraph.

The Business Office must approve any leases that are outside of the authority delegated to the Manager hereunder in writing.

Section 10 - Tenant / Public Relations

The Property Manager in coordination with the Business Officer will develop a tenant/public relations plan for the property. The plan should include the following:

- Procedure for moves ins and outs
- Tenant handbook
- Emergency numbers
- Building/property rules and regulations
- Building hours
- Maintenance request procedures
- Emergency procedures
- After hours heating and cooling
- Turning over the keys
- Security deposit
- Property inspection
- Property preparation for showing
- Program for existing tenants/tenant retention
- Enforcement of key rules and regulations
- Procedure for lockouts
- Procedure for press inquiries -Unless otherwise instructed by the Tribe, all media inquiries shall not be commented on by the Manager, but shall be directed to the Tribal Chairman.
- General procedures
- Procedures in the event of a disaster

Section 11 - Tenant Survey

On an annual basis (and in some instances on a more frequent basis), the Tribe reserves the right to conduct a survey of the tenants regarding the management and leasing of the property.

Section 12 - Advertising

Manager may prepare advertising plans and promotional materials, including building photographs, to be used for leasing and re-leasing purposes. Such plans and materials shall only be used if approved in advance in writing by the Business Officer, and in conformance with such approval. Manager shall not use Tribe's name in any advertising or promotional material without the Tribal Chairman's express prior written approval in each instance and no such advertisements shall indicate that Manager has the authority to offer the Property for sale or lease or otherwise hold Manager out as a broker. Advertising and promotional materials shall be prepared in full compliance with all applicable federal, state, county, municipal and other governmental laws, ordinances, regulations and orders pertaining to fair housing or otherwise affecting the leasing and/or advertising of real property

Section 13 - Employees; Independent Contractor

The Realty Department shall have in its employ and/or outsourced at all times a sufficient number of capable employees to enable it to properly, adequately, safely and economically manage, operate, maintain, and account for the Property. All matters pertaining to the employment, supervision, compensation, promotion and discharge of such employees shall be governed by the Tribe' personnel policies.

Section 14 - Additional Operating Activities

Manager shall perform the following additional operational activities:

1. In consultation with Business Officer, develop a plan to provide at all times adequate security in or about the Property in order to protect the assets of the Tribe;
2. Be available for communication with Business Office and keep them advised of all items that affect the Property in any significant manner;
3. Plan and coordinate the moving in and moving out of tenants at the Property and all construction, alteration and decoration work the Tribe is required to perform for tenants under their respective leases so as to ensure a minimum of disturbance to the operation of the Property and to other tenants then occupying or preparing to occupy space at the Property.
4. Manager shall monitor all tenants to ensure tenants' compliance with any obligation they may have to obtain (i) required permits and (ii) approval of plans from licensed engineers, and Manager shall obtain and maintain copies of all such permits, approvals and plans;
5. In consultation with the Business Office, Manager shall use diligent efforts to determine if any hazardous substance or waste is being stored, used or discharged by any tenant at the Property and immediately notify the Business Officer of any storage, dumping, use or leakage of any such hazardous substance or waste on or near the Property. Manager shall promptly notify the Tribal Chairman of any areas of potential concern relating to hazardous substances or waste that may affect the Property.