

IN THE SUPREME COURT OF THE STATE OF NEVADA

DR PARTNERS, A NEVADA GENERAL
PARTNERSHIP, D/B/A DONREY
OUTDOOR ADVERTISING COMPANY,
Appellant,
vs.
COUNTY OF WASHOE, A POLITICAL
SUBDIVISION OF THE STATE OF
NEVADA,
Respondent.

No. 37138

FILED

SEP 10 2002

JANE DE M. BLOOM
CLERK OF SUPREME COURT.
J. Richards

ORDER OF AFFIRMANCE

This is an appeal from a final judgment entered by the district court in a declaratory relief action.

When the parties do not dispute the facts, the interpretation of a contract is a question of law which this court reviews de novo.¹ With regard to factual determinations, however, “[a] district court’s findings will not be disturbed on appeal unless they are clearly erroneous and are not based on substantial evidence.”² Substantial evidence is defined as that which “a reasonable mind might accept as adequate to support a conclusion.”³

Appellant DR Partners dba Donrey Outdoor Advertising Company does not contest the plain language of the renewal option

¹Lorenz v. Beltio, Ltd., 114 Nev. 795, 803, 963 P.2d 488, 494 (1998).

²Id. (quoting Gibellini v. Klindt, 110 Nev. 1201, 1204, 885 P.2d 540, 542 (1994)).

³State, Emp. Security v. Hilton Hotels, 102 Nev. 606, 608, 729 P.2d 497, 498 (1986).

provision in the lease agreement or that it did not attempt to exercise the renewal option until April 20, 1994, eighteen days after the sixty day deadline. However, Donrey urges this court to apply the doctrines of ratification, estoppel, laches, and waiver to preclude respondent County of Washoe from disputing the validity of Donrey's exercise of the lease renewal option, which would make the lease valid and enforceable until May 31, 2004.

Where a lessee has a right to renew a lease if he gives the lessor timely notice that he intends to exercise that right, the giving of notice is a condition precedent which must be done within the specified time.⁴ "The right to renew is lost if notice is not given as required by the lease."⁵ Certain circumstances, however, may warrant equitable relief from the failure to comply with the written notice requirement and thus preclude forfeiture of the lessee's right to renew,⁶ but "[e]quity will not intervene to protect a lessee from its own negligent failure to give the required written notice."⁷

Having fully reviewed the briefs and the record, we conclude that there is substantial evidence to support the district court's decision. Donrey does not dispute that its failure to give timely notice of its intent to renew the lease for another ten years was negligent and thus, Donrey was not entitled to equitable relief. Accordingly, we

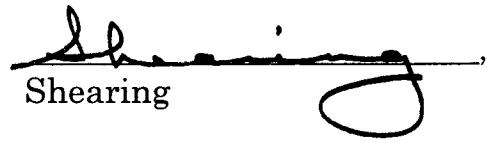
⁴Benetti v. Kishner, 93 Nev. 1, 3, 558 P.2d 537, 538 (1977).

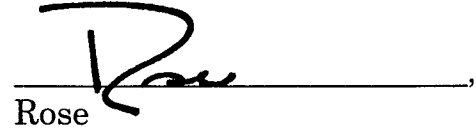
⁵Id.

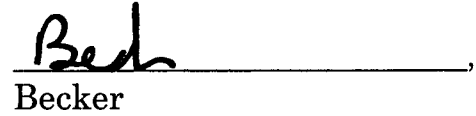
⁶Id.

⁷Host Int'l, Inc. v. Summa Corp., 94 Nev. 572, 574, 583 P.2d 1080, 1082 (1978).

ORDER the judgment of the district court AFFIRMED.

 _____, J.
Shearing

 _____, J.
Rose

 _____, J.
Becker

cc: Hon. Jerome Polaha, District Judge
Bader & Ryan
Washoe County District Attorney
Washoe District Court Clerk