

THE STATE OF TEXAS

COUNTY OF POLK

AGREEMENT FOR OCCUPANCY OF COUNTY-OWNED STRUCTURE

THIS AGREEMENT is entered into on this ____ day of _____, 20____, by and between the Polk County Sheriff's Office, and CHILDRENZ HAVEN, a non-profit advocacy group, and is authorized by the laws of the State of Texas.

I. PURPOSE:

This agreement is entered into for the purpose of providing, for a definite term, certain real property which is owned by the County of Polk, and under the direct control of the Polk County Sheriff's Office hereinafter the GRANTOR, to CHILDRENZ HAVEN, acting by and through its duly authorized representative, hereinafter the GRANTEE.

The real property to be provided ("premises") is known by the flowing physical address/property description: 443 Huckleberry Road, Onalaska Tx, 77360 BL

GRANTOR hereby grants to GRANTEE the right to occupy and use the above-described premises from which to conduct the day-to-day operation of GRANTEE's organization in Polk County, Texas, under the terms and conditions set forth hereunder.

Further, GRANTEE hereby covenants and agrees that the premises shall be used solely for the purpose of the conducting the day-to-day business of GRANTEE's organization, and that all other uses are strictly prohibited. Any use of the Premises for any other purpose than that authorized herein shall constitute a material breach of this agreement, and GRANTOR shall have an immediate right to terminate GRANTEE's occupancy. GRANTEE further recognizes that nothing herein shall be construed as transferring ownership in the premises, and that GRANTOR has no intent to transfer ownership of the premises under the terms of this agreement.

II. GENERAL TERMS AND CONDITIONS:

- (a) LENGTH OF AGREEMENT. The term of this agreement shall be for a period of five (5) years commencing on the date the last party hereto executes this agreement, and ending not more than five (5) years from that date, unless sooner terminated as hereinafter provided. **This agreement is contingent upon the approval of the Commissioners Court of Polk County, Texas. If Commissioners Court does not approve this agreement, it shall be void and unenforceable.**
- (b) RENEWAL OPTION. By mutual agreement between GRANTEE and GRANTOR, this agreement may be renewed up to five (5) times for a period of up to two (2) years each, under the same terms and conditions. GRANTEE shall give GRANTOR written notice of intention to exercise this option at least 180 days prior to expiration of this agreement.
- (c) CONSIDERATION. GRANTOR recognizes the many ways the operation of an organization such as GRANTEE's benefits and assists the citizens of Polk County, and also acknowledges that this agreement is a means by which GRANTEE may continue to operate in Polk County. GRANTEE recognizes that the premises are being offered "rent-free" and hereby agrees to keep the premises in a good, workman-like condition. Each

party hereby recognizes and acknowledges the sufficiency of the consideration each is receiving under the terms of this agreement.

- (d) MAINTENANCE OF PROPERTY. GRANTEE will be responsible for keeping the Premises in good repair and condition during the term of this agreement. If GRANTEE, or its agents, cause damage to said property that goes beyond "normal wear and tear," the occupying entity is responsible to pay for those repairs.
- (e) CONDITION OF PREMISES. GRANTOR warrants that the Premises are not in violation of any city, state or local ordinance or statute or any restriction imposed against the Premises. However, all other warranties of usefulness, fitness for a particular purpose, suitability, or any other warranty, whether express or implied, are hereby disclaimed by GRANTOR.
- (f) FURNISHINGS. GRANTOR hereby covenants and agrees that the GRANTEE may bring on the Premises any and all furniture, fixtures and equipment reasonably necessary for the efficient exercise of GRANTEE's business and the parties agree that all such Property shall remain the Property of the GRANTEE.
- (g) ALTERATIONS AND IMPROVEMENTS. GRANTEE will have authority to make alterations and improvements to the Premises necessary for the its continued effective operation; however, any and all improvements or alterations made to the Premises shall remain the property of the GRANTOR at the termination of this agreement. GRANTEE hereby agrees to bear all costs and assume all risk associated with said alterations or improvements.
- (h) SIGNAGE. Any signs necessary to indicate the GRANTEE's name, location and governmental purpose shall be prepared and installed consistent with signage for other GRANTEES in the property and in keeping with building décor. Any special requirements of GRANTEE contrary to the above must be stated in writing and made a part of this lease. Any cost of compliance with this shall be borne by the GRANTEE.
- (i) PROPERTY OF GRANTEE. On termination of this lease, by lapse of time or otherwise, the GRANTEE may, within a reasonable time thereafter, at its option and expense, remove from said Premises any and all equipment, appliances or other personal property placed or owned by it thereon except as provided by subsection (f) hereinabove.
- (j) CONDEMNATION. If during the term of this agreement, said Premises, or any portion thereof, shall be condemned for any public purpose, GRANTEE hereto shall have the option of terminating and canceling the lease upon 30 days notice to the GRANTOR of its election to do so.
- (k) SUBSTANTIAL PROPERTY DAMAGE. In the event the building, of which the space occupied by the GRANTEE is a part, suffers substantial damage or is destroyed by fire or the elements during the term of this agreement, the GRANTOR will have the option to rebuild or repair the building in substantially as good a condition as it was before such fire or other event occurred, or to declare the lease contract canceled.
- (l) ABANDONMENT. The GRANTEE will not, without first obtaining the written consent of the GRANTOR, abandon the Premises, or allow the Premises to become vacant or deserted. In the event GRANTEE's need for such space terminates, the GRANTEE will make every attempt to notify the GRANTOR 60 days before vacating the Premises.

- (m) TERMINATION. Except as otherwise provided herein, GRANTEE / GRANTOR shall each have the right to cancel and terminate this agreement at anytime and for any reason whatsoever by giving the other party written notice 60 days prior to the desired cancellation date.
- (n) EFFECTIVE DATE. This agreement shall be effective as of the date set forth in the first paragraph of this agreement. All proposals, negotiations, notices, and representations with reference to matters covered by this agreement are merged in this instrument and no amendment or modification thereof shall be valid unless evidenced in writing and signed by all parties as identified below.
- (o) SEVERABILITY: This written agreement constitutes the entire agreement of the parties hereto, and the finding that any part or section of this contract is unenforceable shall not affect the enforceability of the remaining parts or sections.
- (p) NOTICE. All notice required to be given under this agreement shall be made to the following persons:

GRANTOR: SHERIFF KENNETH HAMMACK; 1733 N. WASHINGTON; LIVINGSTON, TX 77351

GRANTEE: CHILDRENZ HAVEN; _____

III. SPECIFIC TERMS AND CONDITIONS:

- (a) PAYMENT OF UTILITIES. The GRANTEE will be responsible to pay for utilities for the Premises.
- (b) JANITORIAL SERVICES. The GRANTEE will be responsible for janitorial services for the Premises.
- (c) PEST CONTROL. The GRANTEE will be responsible for pest control for the Premises.
- (d) MAINTENANCE OF EXTERIOR. The GRANTEE will be responsible for maintenance of the exterior of the Premises.

SHERIFF KENNETH HAMMACK
 POLK COUNTY SHERIFF'S OFFICE
 1733 N. WASHINGTON
 LIVINGSTON, TEXAS 77351
 (936) 327-6810/F. (936) 327-6877

REP. OF
 CHILDRENZ HAVEN

LIVINGSTON, TEXAS 77351
 PHONE/FAX