

**LEASE AGREEMENT**

THIS LEASE AGREEMENT ["Lease", "Instrument", "Agreement" or "Contract" as used herein] is made as of the 27<sup>th</sup> day of April, 2021, by and between the County of Polk, Texas [the "Lessor"], and Polk County SAAFE House [the "Lessee"].

**ARTICLE 1**

**Premises**

Lessor, for the consideration, and upon the terms and conditions, covenants, and agreements hereinafter set forth and provided, has DEMISED and LEASED, and by these presents does DEMISE and LEASE unto Lessee, and Lessee, upon and subject to the conditions hereinafter expressed, has TAKEN and HIRED, and by these presents does TAKE and HIRE from Lessor, those certain premises [the "Leased Premises"] consisting of 1777 square feet of area [Suite A & B] situated in that certain building at 1112 N Dogwood Ave, Livingston, Texas [the "Building"] on a tract of land situated in Polk County, Texas.

**ARTICLE 2**

**Term of Lease**

TO HAVE AND TO HOLD the Leased Premises unto Lessee for a term of one [1] year [the "Initial Term"], commencing on December 1, 2020, and expiring on November 30, 2021, unless sooner terminated as hereinafter provided. This agreement shall automatically renew for

subsequent and successive one (1) year periods, unless either party gives written notice of its intent to terminate the Agreement to the to the other not less than sixty (60) days prior to the expiration of the then existing term. This notice shall be effective when delivered to the other party by hand delivery or sealed in an envelope with sufficient postage affixed and deposited in the US mail. Each party is entitled to terminate this Agreement, pursuant to the terms herein contained, at any time and for any lawful reason. The word "Term" herein shall mean the Initial Term and, unless the context otherwise requires, the Renewal Term.

### **ARTICLE 3**

#### **Rent**

Section 1. Lessee agrees to pay, as rental for the Term an annual amount of \$0.00 per square foot of useable floor area within the Leased Premises.

### **ARTICLE 4**

#### **Lessee Improvements**

Section 1. Lessee shall not make any structural or permanent improvements to the leased premises without obtaining prior consent in writing from Lessor. If unapproved improvements are made by Lessee, or by another at Lessee's direction, it shall be the sole responsibility of Lessee to remove said improvements and

return the leased premises to their original state.

## ARTICLE 5

### Indemnification

Section 1. Lessee agrees to indemnify and save harmless Lessor against and from any and all claims by or on behalf of any person or persons, firm or firms, corporation or corporations, [whether private, governmental, or municipal] arising from Lessee's negligence or willful misconduct in any way connected with its use, occupation, or any other action contemplated by this agreement, of the Leased Premises.

Section 2. Lessor agrees to indemnify and save harmless Lessee against and from any and all claims by or on behalf of any person or persons, firm or firms, corporation or corporations, [whether private, governmental, or municipal] arising from Lessor's negligence of willful misconduct in, on, or about the Leased Premises.

## ARTICLE 6

### Insurance

Section 1. Lessor shall obtain insurance against fire and other casualty in such amount, against such risks, and with such insurance company as Lessor, at its option may decide.

Section 2. In lieu of Lessor carrying insurance as set forth

above, Lessee hereby waived any and all claims that may arise against Lessor during the term for any and all loss of or damage to any of Lessee's property located at or on the loss on the Building leased premises, regardless of who is at fault.

## **ARTICLE 7**

### **Damage Clause**

Section 1. In the event the Leased Premises are damaged or destroyed by fire or other casualty, and the necessary repairs cannot reasonably be made within sixty [60] days from the date of such damage, this Lease shall be terminated as follows: Within fifteen [15] days from the date of such damage, Lessor shall notify Lessee in writing as to whether Lessor will repair the Leased Premises, other than the improvements, within sixty [60] days from the date of such damage. If Lessor notifies Lessee that such repairs cannot be made within sixty [60] days from the date of such damage, this Lease shall automatically terminate, unless Lessee elects, within fifteen [15] days from the date of said notice, to continue this Lease in effect as to the useable portion of the Leased Premises, in which case the rent payable under this Lease shall be reduced proportionately. If, however, Lessor notifies Lessee that Lessor will repair the Leased Premises, other than the Improvements, within sixty [60] days from the date of

such damage, this Lease shall remain in full force and effect.

## ARTICLE 8

### Maintenance of Improvements

Section 1. Except as otherwise provided herein, Lessor shall maintain and keep in a good state of repair the Building or other improvements now or hereafter situated upon the Property, including maintenance and repair of the exterior and/or roof of the Building, and repair of any defects in the Building and its central systems including, but not limited to, the plumbing, fire alarm, and suppression and electrical systems, all of which shall be performed diligently and promptly by Lessor at its sole cost and expense. Lessee hereby agrees to maintain the leased premise, and any improvements thereto, in a good state of repair, less usual wear and tear. Lessee further agrees to comply with any and all rules, regulations, laws and/or ordinances related to the upkeep and maintenance of the leased premises and any improvements thereto, and shall, at all times, maintain the leased premises and any improvements thereto in a neat, clean and sanitary condition.

Section 2. Lessor hereby agrees to pay all utilities associated with the leased premises, including but not limited to, water, electricity, and/or natural gas. As used herein, the term "utilities" specifically excludes services such as internet

access, office supplies and/or equipment, telephone service, and the like. The costs of these service shall be borne solely by lessee.

#### **ARTICLE 9**

##### **Use of the Premises**

The Leased Premises may be used by Lessee to provide technical assistance, training, and other resources to SAAFE House and for activities reasonably related thereto, or for any other activities which may be approved by Lessor, such approval not to be unreasonably withheld.

#### **ARTICLE 10**

##### **Holding Over**

Any holding over, or repossession by Lessee, for any reason whatsoever after termination of this lease, shall not operate to renew or extend this Lease, but shall operate and be construed as a tenancy at the will of Lessor at a rental equal to the most current monthly rent. With the exception of the option to extend the term of this Lease for the Renewal Term, no agreement for an extension, renewal, or change of this Lease shall be valid without the written consent of Lessor and Lessee.

## ARTICLE 11

### Lessor's Remedies

Section 1. If Lessee shall neglect or fail to perform or observe any of the covenants, terms, provisions, or conditions contained in these presents and on its part to be performed or observed within thirty [30] days after notice such default, or if the estate hereby created shall be taken by execution or other processes of law [except eminent domain], or if Lessee shall be declared bankrupt or insolvent according to law, or if any assignment shall be made of the property of Lessee for the benefit of creditors, or if a receiver, conservator, trustee in involuntary bankruptcy, or other similar officer shall be appointed to take charge of all or any substantial part of Lessee's property by a court of competent jurisdiction, and such proceeding is not dismissed within one hundred twenty [120] days after it is begun, this agreement shall automatically terminate, and all amounts currently or prospectively owed to Lessor under the terms of this lease shall immediately become due and payable.

Section 2. Lessor shall, in no event, be in default in the performance of its obligations hereunder, unless and until Lessor shall have failed to perform such obligations within thirty [30] days after notice by Lessee to Lessor properly specifying wherein

Lessor has failed to perform any such obligations.

## ARTICLE 12

### Waiver

Failure on the part of Lessor or Lessee to complain of any action or non-action on the part of the other party, no matter how long the same may continue, shall never be deemed to be a waiver by the non-complaining party of any of its rights hereunder. Further, it is covenanted and agreed that no waiver at any time of any of the provisions hereof by Lessor or Lessee shall be construed as a waiver at any subsequent time of the same provisions with regard to events occurring after the waiver or waivers under said provisions. The consent or approval by Lessor or Lessee of any action by the other party requiring the consenting or approving party's consent or approval shall not be deemed to waive or render unnecessary such party's consent or approval of any subsequent similar act by the other party.

## ARTICLE 13

### Notices

Whenever by the terms of this Lease, notice shall or may be given either to Lessor or to Lessee, such notice shall be in writing and shall be delivered in hand or deposited with the Clerk in any U.S. Post Office or U.S. Branch Post Office [certified mail,



return receipt requested, postage prepaid], as follows:

If intended for Lessor, addressed to Lessor C/O County Judge at 101 W. Church, Suite 300, Livingston, Texas 77351, or to such other address as may from time to time hereafter be designated by Lessor by like notice.

If intended for Lessee, addressed to Polk County SAAFE House, P.O. Box 1893 Huntsville, TX 77342 or to such other address as may from time to time hereafter be designated by Lessee by like notice.

#### **ARTICLE 14**

##### **Signage**

Lessee shall have the right to erect or install a sign on the awning of the Building, or to erect or install other advertising media, provided said sign or other advertising media substantially conforms to the plans and specifications provided to and approved by Lessor, which approval shall not be unreasonably withheld, as to construction, method of attachment, size, shape, height, lighting, color, and general appearance.

#### **ARTICLE 15**

##### **Attorney's Fees**

Should Lessor or Lessee default in the performance of any of the terms, covenants, agreements, or conditions contained in this

Lease, and should the non-defaulting party place the enforcement of this Lease or any part of the same, or the collection of any rent or other sums due or to become due hereunder, or the recovery of possession of the Leased Premises, in the hands of an attorney, or file suit upon the same, the defaulting party agrees to pay to the non-defaulting party all reasonable attorney's fees incurred by the non-defaulting party in connection therewith.

#### **ARTICLE 16**

##### **Invalidity of Particular Provisions**

If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstance other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

#### **ARTICLE 17**

##### **Provisions Binding**

Except as herein otherwise expressly provided, the terms hereof shall be binding upon and shall inure to the benefit of Lessor and Lessee and their respective legal representatives,

successors, and assigns.

**ARTICLE 18**

**Governing Law**

This Lease shall be governed exclusively by the provisions hereof and by the internal laws of the State of Texas, as the same may from time to time exist.

**ARTICLE 19**

**Time of Essence**

Time is and shall be of the essence of this Lease and of each term and provision hereof.

**ARTICLE 20**

**Entirety**

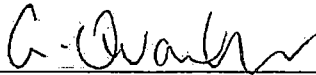
The written pages of this agreement, along with any attachments, constitute the full and complete agreement of the Parties. No verbal or oral amendments pertaining to this Lease shall be binding on Lessor or Lessee, unless said amendment be in writing and signed by both Parties. Lessor and Lessee hereby further agree that each has carefully read this instrument and that the same terms and conditions herein set out are satisfactory.

ARTICLE 21

Memorandum of Lease

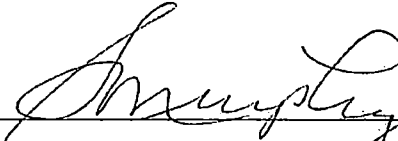
Lessor agrees to execute and acknowledge a reasonable memorandum of lease evidencing the existence of this Lease, which memorandum Lessee may record in the real property records of Polk County, Texas.

IN WITNESS WHEREOF this Lease is executed in multiple copies, each of which shall constitute an original for all purposes, effective as of the date first hereinabove written.



Lessee  
Gabbie Quarels  
Polk County SAAFE House

Date: 5.13.21



Lessor  
Sydney Murphy- COUNTY JUDGE  
COUNTY OF POLK, TEXAS

Date: April 27, 2021