

FACILITY USE AGREEMENT

In consideration of the mutual promises and covenants set out herein by and between **City of Breckenridge, Texas**, its successors and assigns (the “City”), and **New Destination Church** represented by Pastor Trey McDuff, its successors and assigns, (the “Church”) hereby enter into this Facility Use Agreement (the “Agreement”), to be effective November 1, 2022.

WHEREAS, the Church is a non-profit organization; and

WHEREAS, the City and the Church seek to enter into an agreement so that the Church may use the City property located at 210 N. Smith.

NOW, THEREFORE, the City and the Church hereby agree as follows:

1. SERVICES

City grants Church the exclusive right and privilege to use City’s facility at **210 N. Smith, Breckenridge, TX 76424** (the “Premises”). The Church will do an initial walk-through of the building prior to signing this lease – any issues identified by the Church will be attached to this agreement as Exhibit A.

2. MAINTENANCE AND SANITATION

Church shall maintain all areas in a clean, sanitary condition in accordance with recognized standards and in accordance with all laws, ordinances, regulations and rules of Federal, State and local authorities. The Church will pay 100% of the maintenance on the building and up to \$1,000.00 on repairs excluding AC and major plumbing.

3. MODIFICATIONS

Any desired modifications of or to the facility must be provided in writing to the City for individual consideration prior to being performed.

4. INDEMNIFICATION

Church shall and hereby does indemnify, hold harmless and defend City, its officers, directors, employees and agents from and against all claims, losses, liabilities, damages, and expenses (including reasonable attorney’s fees) for personal injury, death, property damage, violations of federal, state, or local laws and regulations relating to use of the Premises, or other losses which are proximately caused by the Church, its employees or agents under this Agreement.

5. RENT; UTILITIES

The Church, at lease signing, will remit \$9,600.00 - nine thousand six hundred dollars to the City for the first year of rent. The Church will begin making \$800.00 - eight hundred dollar monthly rent payments on the premises beginning on November 1st, 2022. The Church will obtain and pay for all services required to operate the facility (100% of utilities).

6. TERM

This agreement shall be effective **September 9, 2022** for a period of one (1) year. This Agreement may be renewed for one additional year if the Church provides notice of its desire to renew the Agreement to the City on or before September 1, 2023. Thereafter this Agreement will be reviewed and considered for reauthorization annually.

7. PUBLIC PURPOSE; AD VALOREM TAXES

The City declares that the Church's use of the Premises is a public purpose. However, if ad valorem taxes are assessed against the Premises, the Church will be responsible for the prompt payment of same.

8. BREACH; TERMINATION

In the event any provision of this Agreement is violated by either party, the other party shall serve written notice upon the breaching party setting forth the violations and demanding compliance with the agreement. Unless within 60 calendar days after serving such notice, such violations shall cease or arrangements (reasonably satisfactory to the suffering party) are made for corrections, the suffering party may terminate this Agreement by serving 60 days written notice of its intention to cancel the Agreement on the offending party by registered or certified mail.

9. VACATING PREMISES

Upon the termination or expiration of this Agreement, Church shall vacate all parts of the Premises occupied by Church and shall return same to City in the same condition as when originally made available to Church, reasonable wear and tear excepted. If Church fails to remove its property and effects upon termination or expiration of this Agreement, within a reasonable time, City shall have the right to remove and store all of said property and effects at the expense of Church.

10. NO PARTNERSHIP

Nothing in this Agreement is intended or will be construed to create any partnership, joint venture, joint enterprise or other similar joint relationship between the parties relating to the use of the Premises under this Agreement, nor shall either party be deemed to be an employee, agent or legal representative of the other for any purpose whatsoever. Neither party will have any authority, whether express, implied or apparent to assume or create any obligations for, on behalf of, in the name of, or for the benefit of the other.

11. NOTICES

All notices as required herein or otherwise to City shall be addressed to it at **105 North Rose Avenue, Breckenridge, TX 76424.**

12. LAWS APPLICABLE

The provisions of this Agreement shall be construed under the laws of the State of Texas.

13. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the parties hereto relating to the use of the Premises and all previous communications between the parties whether written or oral with reference to the subject matter of this Agreement are canceled and superseded.

WITNESS our hands and seals this 1st day of September 2022.

Trey McDuff
Pastor, New Destination Church

Bob Sims
Mayor, City of Breckenridge