

Facility Use Agreement
Between the City of Crockett and the Crockett Area Chamber of Commerce

This Agreement is entered into as of the ____ day of _____, 2025, by and between the **City of Crockett**, a Texas municipal corporation ("City"), and the **Crockett Area Chamber of Commerce**, a Texas nonprofit corporation ("Chamber").

1. Use of Premises and Scope of Operations

The City grants the Chamber the right to occupy and use designated office space located at **1100 Edmiston Drive, Crockett, Texas (Civic Center)**. The Chamber shall use the space to conduct its full range of organizational operations, including administrative activities, member services, public outreach, and community coordination efforts. This includes but is not limited to use of telecommunications, internet, office equipment, and meeting areas as reasonably needed and scheduled through the City to support the Chamber's mission.

2. Term of Agreement

This Agreement begins on the ____ day of _____, 2025, and shall continue **month-to-month** unless terminated by either party with thirty (30) days' written notice.

3. Payment Terms

As consideration for the use of City-owned office space, the Chamber shall pay the following to the City:

- **Rent:** \$300.00 per month, due by the 1st day of each month.
- **Internet:** \$86.00 per month, representing the Chamber's agreed share of total internet expenses.

The City shall provide monthly invoices detailing charges and payment instructions.

4. In-Kind Services Provided by Chamber

In exchange for the favorable lease terms described above, the Chamber agrees to provide the following in-kind services:

- Answer all overflow incoming telephone calls directed to the City and the Civic Center during regular business hours.

- Relay messages and inquiries to appropriate City departments or personnel.
- Support **basic public inquiries and referrals**, particularly relating to City functions and community events.

These services shall be coordinated with City staff and adjusted as needed to meet evolving operational needs.

5. Maintenance and Facility Access

- The City shall provide routine building maintenance and custodial services.
 - The Chamber shall maintain its own interior furnishings, equipment, and office supplies.
 - The Chamber agrees not to alter or damage the premises without prior written approval.
 - Access shall be permitted during regular business hours and at other times as approved by the City.
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6. Insurance and Liability

- The Chamber shall maintain **general liability insurance** covering its operations, naming the City as an **additional insured**. Proof of insurance shall be provided annually or upon request.
 - The Chamber agrees to **indemnify and hold harmless** the City from any claims, damages, or liabilities resulting from the Chamber's use of the premises or activities conducted therein.
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7. Termination

- Either party may terminate this Agreement with **thirty (30) days' written notice**.
 - The City may terminate immediately upon breach of any material term, including failure to make payments or perform agreed in-kind services.
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8. Public Information and Records

- The Chamber acknowledges that as a nonprofit occupying City space and providing public services customarily provided by the City, certain activities and documents may be subject to the **Texas Public Information Act**.
 - The Chamber agrees to maintain appropriate records of its services provided to the City and shall submit a brief **quarterly report** summarizing its assistance and community impact.
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9. General Provisions

- This Agreement constitutes the **entire understanding** between the parties and supersedes any prior arrangements.
 - This Agreement may not be transferred or assigned by the Chamber to a new lessee of the facility unless approved by the City Council of the City of Crockett.
 - Any amendments must be in writing and signed by both parties.
 - This Agreement is governed by the **laws of the State of Texas**.
 - If any provision in this agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this agreement will be construed as if the unenforceable provision had never been a part of the agreement.
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Executed by the parties on the dates indicated below.

CITY OF CROCKETT

By: _____

Title: _____

Date: _____

CROCKETT AREA CHAMBER OF COMMERCE

By: _____

Title: _____

Date: _____