

**AGREEMENT FOR LEASE OF BUILDING BY LA VERNIA  
MUNICIPAL DEVELOPMENT DISTRICT  
FOR USE AS COMMUNITY EVENT SPACE FROM DONALD RACKLER**

STATE OF TEXAS §

COUNTY OF WILSON §

This Agreement ("Agreement") is made and entered into between the La Vernia Municipal Development District, a political subdivision of the State of Texas ("MDD"), whose mailing address is P.O. Box 225, La Vernia, Texas 78121, and Donald Rackler ("OWNER"), whose mailing address is 6491 FM 775, La Vernia, Texas 78121. The OWNER is the lawful owner of the property located at 107 W. Chihuahua Street, La Vernia, Texas 78121, more particularly described as CITY OF LA VERNIA, LOT 199 (LOT 5 BLK 15), recorded in the official records of Wilson County, Texas (the "Premises"). The MDD and OWNER are hereinafter collectively referred to as the "Parties" and individually as a "Party."

**I. Lease of Building**

1.1 The OWNER agrees to lease the Premises to the MDD for the purpose of operating a community event space from November 15th through January 15th each year.

1.2 This Agreement shall automatically be renewed annually for the same period, unless either Party provides written notice of termination at least thirty (30) days before the next lease period.

1.3 The MDD shall use the Premises for community events and activities, including but not limited to public gatherings, programs, and seasonal displays.

**II. Consideration**

2.1 The OWNER agrees to lease the Premises to the MDD at no cost (\$0 per month).

2.2 The MDD's use of the Premises is deemed to provide a public benefit to the residents and businesses of La Vernia, which serves as valid consideration for this Agreement.

**III. Utilities and Maintenance**

3.1 The MDD agrees to pay for utilities and maintenance associated with the Premises only during the lease term (November 14th – January 16th) each year.

3.2 The MDD shall not be responsible for any costs, maintenance, or services required outside of the lease period.

3.3 The MDD will maintain the Premises in a clean and orderly condition during its use and will restore the Premises to substantially the same condition at the end of each lease term, reasonable wear and tear excepted.

#### **IV. Use of Premises**

- 4.1 The MDD shall use the Premises solely for community and public events.
- 4.2 The MDD shall not permit the Premises to be used for any illegal or nuisance activities.
- 4.3 The OWNER may enter the Premises at reasonable times for inspection with prior notice to the MDD.

#### **V. Insurance and Liability**

- 5.1 The MDD agrees to maintain general liability insurance during the lease term covering its activities and events on the Premises.
- 5.2 Each Party shall be responsible for its own acts and omissions and those of its officers, employees, agents, or volunteers.

#### **VI. Termination**

- 6.1 Either Party may terminate this Agreement by providing thirty (30) days' written notice prior to the start of the next lease term.
- 6.2 In the event of damage, destruction, or other casualty that renders the Premises unusable, this Agreement shall terminate immediately, with no obligation for either Party to repair or rebuild.

#### **VII. General Provisions**

- 7.1 This Agreement constitutes the entire understanding between the Parties.
- 7.2 Any amendments must be in writing and signed by both Parties.
- 7.3 This Agreement shall be governed by the laws of the State of Texas

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective beginning November 15, 2025.

LA VERNIA MUNICIPAL DEVELOPMENT DISTRICT

By: Felicia Carvajal

Felicia Carvajal, Executive Director

Date: 11-12-2025

LA VERNIA MUNICIPAL DEVELOPMENT DISTRICT

By: \_\_\_\_\_

Dianell Recker, President

Date: \_\_\_\_\_

OWNER [Signature]  
By: \_\_\_\_\_

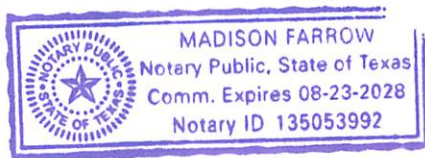
Donald Rackler

Date: 11-12-25

STATE OF TEXAS §

COUNTY OF WILSON §

This instrument was acknowledged before me on the 12<sup>th</sup> day of November, 2025, by Donald Rackler, in his capacity as OWNER.



[Signature]  
Notary Public, State of Texas

