

STATE OF TEXAS {}
COUNTY OF BEXAR {}

OFFICIAL RULES, REGULATIONS & LEASE AGREEMENT
of the
CITY OF LEON VALLEY
Irene Baldrige
COMMUNITY CENTER
6427 Evers Road

This Lease Agreement made and entered into this 21st day of January 2025, by and between the CITY OF LEON VALLEY, a municipal corporation in Bexar County, Texas (LESSOR) and NORTHWEST SENIOR CITIZENS CLUB (LESSEE).

PREMISES: For and in consideration of rental fees to be paid and the covenants to be performed by LESSEE hereunder, LESSOR hereby leases in its present condition, the ~~Leon Valley Community Center~~ **The City of Leon Valley Irene Baldrige Community Center** and parking lot, upon the following terms and conditions:

HOURS OF OPERATION: The hours of rental for said premises unless otherwise agreed to in writing and signed by the parties hereto, shall be as follows: Monday, Tuesday, Thursday, and Friday: 9:00 a.m. to 2:00 p.m., and Wednesday: 9:00 a.m. to 3:00 p.m. for the duration of the term of the lease as shown below, with the following exception:

LESSEE hereby acknowledges that the day before any event sponsored by Lessor that necessitates use of the entire premises, as periodically determined by LESSOR and within LESSOR's sole discretion, LESSEE shall not have use of the Premises. LESSEE shall be given notice within a reasonable amount of time (30 days notice if possible) once such an event is scheduled. The day before any City Sponsored event that necessitates use of the entire premise as determined by City, LESSEE shall not have use of the facilities. LESSEE shall be given notice within a reasonable time once such event is scheduled (30 days notice if possible).

The LESSEE is authorized to use the center two (2) weekend days per calendar year, to include the Fridays before the event for setup at no charge for rent and security, subject to availability. LESSEE may select the date at the time of lease agreement renewal.

~~The LESSOR will provide 40 parking spaces for two annual Kickapoo trips and one Hot Air Balloon trip at either the community and conference center area or at City Hall. The location of the parking will be determined seven days prior to the trip.~~

USE OF BUILDING: During the term of this lease the building is to be used by Lessee for the purpose of No r t h w e s t S e n i o r C i t i z e n ' s C l u b activities and for no other reason without written consent from the Lessor.

ESTIMATED ATTENDANCE: 25 – 300

WILL ALCOHOLIC BEVERAGES BE SERVED? NO **SOLD?** NO

TERM OF LEASE:

Commencing Date: January 01, 2025

Renewal Date: December 31, 2027

Shall extend until it is formally revisited and amended by both parties.

TAX FILINGS: LESSEE agrees to file 990 EZ Form beginning in tax year ending, 2025 and every year moving forward, in order to be in compliant with this agreement.

SPECIAL CONDITIONS: City continues the process of facility maintenance, renovation, and/or improvements. Should the City undertake same during the term of this lease, Lessee shall be notified at least thirty (30) days in advance unless the City has good cause and is unable to notify within this time period. City will attempt to accommodate Lessee during any such time period; however, cancellation may become necessary. If this lease is

terminated for this reason, City will honor the terms of this agreement for an equivalent time to the remaining option, once such maintenance, renovation and/or improvements are completed.

SPECIAL, AFTER HOUR, OR WEEKEND EVENTS: LESSEE understands and agrees that a separate rental agreement shall be entered into for any other Special, After Hour or Weekend Events that does not fall within the Use of Building hereunder.

RENTAL: LESSEE acknowledges that in consideration of LESSEE's status as a Senior Citizens' Organization that may benefit all Leon Valley Senior Citizens there will be no weekly rental fees charged. This waiver amount is equivalent to approximately:

Utilities: \$7,200.00 per year
Supplies: \$1,584.00 per year
Facility Rental: \$1,500 per week (52 wks/yr) \$78,000 per year
Public Works: \$6,480 per year
(Crew Maintenance of Grounds and Building/Set Up and Break Down Fees)
Weekend Events: \$1,600.00 (2 Saturdays a year)
Approximate Total Annual Waiver Amount: \$94,864.00

CLEANING FEE: LESSEE acknowledges and agrees that a fee of one hundred twenty dollars per month will be assessed for senior citizen daily activities. LESSEE also acknowledges that this is a special rate granted to LESSEE in consideration of LESSOR cleaning and arranging for contractor breakdown. LESSEE agrees that in order for this fee to be applicable, LESSEE must be completely out of the building by the end of Hours of Operation, otherwise, clean-up fees shall be charged in accordance with LESSOR's standard rental agreement for the Premises.

SET-UP/BREAKDOWN: LESSEE understands that tables and chairs will be set up on **Tuesday and** Wednesday morning by LESSOR and LESSOR will arrange for breakdown. **LESSOR will also provide breakdown and setup for both the free weekend events.**

KEYS: LESSOR will provide access to a lockbox with the keys. LESSEE understands and agrees that it shall be LESSEE's responsibility to ensure that the building is secured after each use Monday through Friday of each week. LESSEE acknowledges and agrees that if Lessee loses or misplaces the key to the premises, LESSEE shall be responsible for the fee to replace the locks at the Premises and such fee will be billed by LESSOR's contractor.

COMPLIANCE WITH LAWS: LESSEE agrees to comply promptly with all laws, rules and regulations of Federal and State government and applicable ordinances and policies of the City of Leon Valley, and its departments applicable to the premises herein leased. LESSEE will not do, nor suffer or cause to be done any violations of such rules, regulations or ordinances. If LESSEE is in violation of any of such, LESSEE will immediately correct such violations.

ALCOHOLIC BEVERAGES: Notwithstanding any other provisions in this Lease Agreement, LESSEE shall not serve or sell any alcoholic beverages without prior written consent from LESSOR. If alcoholic beverages are sold, a current liquor license is required. Leon Valley off-duty police officers will be required during the time alcoholic beverages are served or sold. No alcohol may be served during decorating and preparation time. Failure to comply with this provision will result in immediate termination of your event. No fee refunds will be made.

DISTURBANCES: LESSEE agrees that the use of said leased premises shall be in such a manner as not to create any nuisance nor interfere with, annoy, or disturb any persons living nearby. LESSEE also agrees that use of said leased premises shall be in such a manner as to not interfere with city sponsored events.

SUBLETTING: LESSEE shall not assign, sublet or pledge this lease or any part thereof. LESSEE shall not make any alterations to the premises without LESSOR'S written consent. This includes, but is not limited to, LESSEE allowing other organizations, agencies or any third party entities to use the Premises for any reason without LESSOR's prior written authorization.

LESSOR'S RIGHT OF ENTRY: LESSOR or its representatives does not relinquish the right to enter and inspect the leased premises at anytime on any occasion for the purpose of ascertaining the condition of the premises, nor does it relinquish the right of LESSOR to control the management and operation of the Community Center.

FIRE, DISASTER, OR UNFORESEEN CIRCUMSTANCE: In the event said building or any part thereof is damaged or destroyed by fire or any other cause, or if any other casualty or unforeseen occurrence shall render the fulfillment of this AGREEMENT impossible by the LESSOR, the LESSOR shall not be liable or responsible to LESSEE for any damages caused. LESSEE shall be refunded the unused portion of payments made to LESSOR. **SMOKING IS PROHIBITED IN THE CENTER AT ALL TIMES.**

NO DEFAACEMENT OF BUILDING OR ITS PROPERTY: LESSEE shall not, or permit its guests, to injure, mar, nail, or make alterations of any kind or in any manner deface said building or its property. LESSEE shall be responsible to ensure no objects shall be placed or dropped in drains, restroom facilities or any part of the sewer system, which will require maintenance and repairs. All equipment is the property of LESSOR and it is strictly prohibited to assemble, disassemble, move or rearrange any fixture or equipment (except tables and chairs). It is prohibited to drive any vehicle or park vehicles on patio entrance or inside building.

ANTI-DISCRIMINATION: LESSEE understands that the premises are owned by the City of Leon Valley and any discrimination by LESSEE, its agents or employees on account of race, sex, color, religion or natural origin in the use of or admission to the premises is prohibited.

REMOVAL OF LESSEE'S PROPERTY: LESSEE agrees to remove all its exhibits, goods, wares, merchandise, furnishings, and property of any kind and all descriptions which may be occupying said building, with the sole exception of those items regularly kept in the following areas of the Community Center: kitchen – 1 drawer and 1 cupboard, ~~hallway storage closet~~, and the utility room excluding red-marked area, and do not exceed the space limitations of same. Otherwise LESSOR is authorized to remove such property of all descriptions and store at LESSEE's expense after the lease has expired. LESSOR shall not be responsible or liable for any damages or loss of such property of all descriptions either by reason of removal or the place to which it may be moved to, and LESSEE hereby expressly releases LESSOR from any and all claims for damages or loss of whatever kind of nature.

LESSEE'S RESPONSIBILITY: LESSEE hereby assumes full responsibility for the character, acts and conducts of all persons admitted to said premises. LESSEE shall be responsible for informing their guests that children must be supervised at all times inside or outside the building.

LESSEE'S INDEMNIFICATION: LESSEE shall at all times indemnify, defend and hold the LESSOR harmless from all loss, liability, costs, damage and expenses that may occur or be claimed with respect to any person or persons, property on or about the Premises or to the Premises resulting from any act done or omission by or through the LESSEE, the LESSEE's agents, employees, staff, invitees or any person on the Premises by reason of the LESSEE's use of occupancy or resulting from the LESSEE's non-use or possession of said Premises, and any and all loss, cost, liability or expense resulting therefrom.

OBSTRUCTIONS: LESSEE will not permit any type of obstruction at entrances or exit passages for the purpose of ingress and egress to and from the Premises.

REPAIRS: LESSEE agrees to take good care of the premises or any portion of said building during the term of the lease. In the event of damage by act of default or negligence of LESSEE, or any person(s) admitted to the premises by LESSEE, LESSEE shall pay LESSOR upon demand, any and all necessary fees to restore the Premises, equipment or any portion of the Premises.

DECORATIONS: Decorations will not be taped or attached to wall surfaces in any manner. Nails, staples, hooks or any penetration fasteners are prohibited. Helium filled balloons or other decorations that could damage the ceiling fans are strictly prohibited.

TERMINATION BY LESSOR: LESSOR reserves the right to terminate this agreement without cost by giving the LESSEE notice in writing of at least thirty (30) days. The LESSEE agrees to provide LESSOR thirty (30) days notice in writing prior to the termination of the agreement.

HEADINGS: The paragraph headings contained herein are for convenience in reference and are not intended to define, extend or limit any provisions of this Lease Agreement.

Witness our signatures this 21st day of **January, 2025**.

LESSEE: Northwest Senior Citizen's Club
Name
By: _____
Signature of Club Designee

Printed Name of Designee

LESSOR: City of Leon Valley, Texas
Name
By: _____
Signature of City Designee
Dr. Crystal Caldera - City Manager
Printed Name and Title

ADDRESS: _____

STATE/ZIP: _____

PHONE NO: HM _____

CELL _____