

LEASE AGREEMENT

STATE OF TEXAS §

COUNTY OF HIDALGO §

This lease agreement is made and executed on this 14th day of November, 2022, effective January 1, 2023, between **THE CHILDREN'S ADVOCACY CENTER**, a Non-Profit Organization, hereinafter called the LESSEE, and **CITY OF MISSION, TEXAS**, a Texas home-rule municipality, hereinafter called LESSOR:

RECITALS

WHEREAS, The City of Mission, through the City Council, has determined that it is in the City's best interest to make use of all City property in a manner that benefits the citizens of Mission and general public; and

WHEREAS, The Strickland Building, located at 1116 Conway Ave., Mission, Texas 78572, is a building owned by the City of Mission; and

WHEREAS, The City Council has determined that the best use of said building is to be leased to a non-profit organization that will manage and maintain said building, while providing a service to the residents of Mission and the general public; and

WHEREAS, The Children's Advocacy Center has agreed to perform said management and further provide a beneficial service to the residents of Mission and general public.

WITNESSETH:

ARTICLE I DESCRIPTION - LOCATION

- 1.1 Lessor does hereby demise and lease unto Lessee the following described property: Lying and being situated in Mission, Hidalgo County, Texas, and being particularly described as follows: Strickland Building, at 1116 Conway Ave., Mission, Texas 78572, hereinafter referred to as the "leased premises," to be used for the sole purpose of housing the Children's Advocacy Center offices subject to the terms listed below.

ARTICLE II
TERMS AND RENT

- 2.1 The term of this lease shall be for a term of thirty-six (36) months beginning January 1, 2023 and terminating on December 31, 2025.
- 2.2 In consideration for said lease, Lessee agrees to maintain and manage the leased premises, and further pay Lessor the agreed rental amount of One Dollar (\$1.00) Lump Sum per year, payable upon the execution of said lease. Payment shall be made to CITY OF MISSION.
- 2.3 Lessee shall accept possession of the demised leased premises in their present condition and location.
- 2.4 If Lessee desires to rent the leased premises after expiration of the term of this lease, Lessee shall submit to Lessor a proposed lease for Lessor's consideration at least ninety (90) days prior to the expiration of the lease. This provision shall not obligate Lessor to re-lease the leased premises to Lessee.
- 2.5 In the event the building, fixtures, or any part thereof, shall, during the term of this lease, be destroyed or damaged by fire, accident, or natural disaster so that the same shall be thereby rendered unfit for use and habitation; then, in such case, the Lessor may determine that the building is not repairable and may thereby, at the election of Lessor, terminate the lease.
- 2.6 If, during the term of the lease, Lessee desires to be released from the lease, Lessee shall notify Lessor ninety (90) days in advance of its request to be released from the lease agreement. Lessor can, at its option, agree to release Lessee from the agreement or can require that the lease agreement remain in effect. Lessor shall notify Lessee at least thirty (30) days in advance of the release date of its decision.
- 2.7 If, during the term of the lease, Lessor desires to terminate the lease, Lessor shall notify Lessee ninety (90) days in advance of its intent to terminate the lease agreement. Upon receipt of Lessor's notice, Lessee shall take all necessary steps to vacate the leased premises in a timely manner.

ARTICLE III
INSURANCE

- 3.1 Lessee shall insure the building and fixtures covered by this lease agreement against fire, accident, or natural disaster.

3.2 Lessee agrees to hold Lessor harmless for any liability for any accident or other cause of action arising in tort, including the defense of any claim, which is in connection with the leased premises and for which the Lessor would be liable under the Texas Tort Claims Act, Civil Practice and Remedies Code, Section 101, T.C.A.

ARTICLE IV UTILITIES

4.1 Lessee shall pay for the cost of water, sewer, and garbage/trash collection service.

4.2 Lessee shall pay for the cost of all natural gas and electricity.

ARTICLE V TAXES

5.1 Lessee shall not be responsible for any real property taxes and assessments during the term of this lease.

5.2 Lessee shall not be responsible for any personal property taxes and assessments on such demised rental property as presently belong to the Lessor. In this connection, each of the parties hereto shall render separately each during the term of the lease.

5.3 The Lessee shall pay all personal property taxes and assessments on personal property it owns and uses in the demised building.

ARTICLE VI MAINTENANCE OF PREMISES

6.1 The Lessee agrees to maintain the leased premises in a condition suitable for the use for which this lease is intended.

6.2 The Lessee shall keep all and singular the said building, including all fixtures, appurtenances, equipment, and machinery in such repair as the same are at the commencement of the term, and all repairs necessitated on the leased premises shall be at the expense of the Lessee.

6.3 Lessee shall provide janitorial services for the leased premises.

6.4 Lessee shall maintain the building roof, air conditioner, and heating system, during the lease of the building. Lessee will provide all major repairs to the building, at its own expense.

**ARTICLE VII
OBLIGATIONS**

- 7.1 This agreement shall be binding and inure to the benefit of the parties hereto and their respective successors, but Lessee shall not sublet any part of the premises.
- 7.2 Lessee shall not suffer to be carried on upon the premises any trade or business or anything to be done thereon which shall increase the rate of insurance upon the building or its contents.
- 7.3 Lessee shall permit Lessor at reasonable times access to the leased premises for inspection of the building.
- 7.4 This agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the parties created hereunder performable in Hidalgo County, State of Texas.

**ARTICLE VIII
MISCELLANEOUS**

Notices and Addresses:

- 8.1 Notice shall be deemed as having been given when certified mail is sent postage prepaid, to the parties at the addresses as follows:

City of Mission
1201 E 8th Street

Children's Advocacy Center
1116 Conway Ave.

Mission, Texas 78672

Mission, Texas 78572

Should either of the parties desire to change their address for notice purposes, it shall be incumbent upon the party desiring such change to deliver the new address to other party in writing.

Indemnity:

- 8.2 Lessee shall indemnify and hold Lessor harmless from any and all liability, suits, actions, expenses and reasonable attorney's fees that may arise there from that are in any way related to Lessee's, its agents, representatives, successors, or visitors in the operation or the condition of said Leased premises.

Lessee shall occupy the demised premises and all other portions of the leased premises at its own risk, and releases Lessor, to the full extent permitted by law, from all claims of every kind resulting in loss of life, personal or bodily injury or property damage except for those caused intentionally by Lessor.

Lessor shall not be responsible or liable at any time, for any loss or damage to Lessee's business on or upon the demised premises except for those acts that are caused intentionally by Lessor or its agents, servants, or employees.

Corporate Status:

8.3 Lessee shall maintain its status as a nonprofit corporation, as organized under the laws of the State of Texas, shall file all annual reports necessary to maintain such status in good standing, and obtain and maintain its status as an exempt entity under IRC §501(c)(3). All such documentation shall be provided to Lessor within 3 days of request.

IN WITNESS HEREOF, the undersigned hereto execute this agreement as of the day and year first written above.

LESSOR - CITY OF MISSION

LESSEE - CHILDREN'S ADVOCACY
CENTER.

BY: _____
Norie Gonzalez Garza, Mayor

BY: _____
Jesus Sanchez, Executive Director

Date: _____

Date: _____

STATE OF TEXAS

CITY OF MISSION

BEFORE ME, the undersigned authority, on this day personally appeared Norie Gonzalez Garza, Mayor, on behalf of the CITY OF MISSION, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration there expressed.

GIVEN under my hand and seal on this _____ day of _____, 2022.

Notary Public in and for the State of Texas

STATE OF TEXAS

COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared Jesus Sanchez, on behalf of the Children's Advocacy Center., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration there expressed.

GIVEN under my hand and seal on this _____ day _____, 2020.

Notary Public in and for the State of Texas