



CITY OF MONTGOMERY

101 Old Plantersville Road
Montgomery, TX 77316
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LEASE AGREEMENT

This Lease Agreement ("Agreement") is made and entered into on this ____ day of _____, **2025**, by and between:

The City of Montgomery, a Texas Type-A General Law Municipality, hereinafter referred to as the "Lessor," _____ **DBA (doing business as)** _____, hereinafter referred to as the "Lessee."

The Lessor and Lessee may each be referred to as a "Party" or collectively as the "Parties."

1. Premises

The Lessor hereby leases to the Lessee a designated area located at 14460 Liberty Street, Montgomery, Texas 77356, including the use of an accessory portable structure situated on said property specified as "Unit A" (the "Premises"), for the purpose of operating a seasonal, small-scale food service business.

The specific location and boundaries of the leased area are shown in **Exhibit A**, attached hereto and incorporated herein by reference.

2. Term

The term of this lease shall commence on _____, **2025**, and shall terminate on _____, **202**____, unless earlier terminated in accordance with the provisions of this Agreement. The term may be renewed upon mutual written agreement of both Parties.

3. Use of Premises

The Premises shall be used solely for the operation of a seasonal food service business. The Lessee shall not use the Premises for any other purpose without the prior written consent of the Lessor. The Lessee's employees will serve customers via a walk-up service window. Customers may consume food on the Premises. Parking for this operation shall be limited to the area specifically designated by the Lessor. If additional parking is required, the Lessor may, at their sole discretion, allow shared use of the main parking lot, provided such use does not interfere with or conflict with the Lessor's own operations or customer access.

4. Rent

The Lessee shall pay to the Lessor rent in the amount of \$150 per month, payable on the first day of each month during the term of this Agreement. Any acceptance by Lessor of any amount less than the full amount owed will operate as a waiver by Lessor for the full amount of rent owed or in any way defeat or affect the rights and remedies of Lessor to pursue the full amount owed.

5. Security Deposit

The Lessee shall provide a security deposit in the amount of \$300 (the "Security Deposit"). The Security is calculated as being the sum of the first and last month's rent.

6. Utilities and Services

The Lessee shall be responsible for all costs associated with utilities and services required for the operation of the business, unless otherwise agreed in writing.

7. Maintenance and Repairs

The Lessee shall maintain the portable structure and surrounding area in a clean and orderly condition. Any damage caused by Lessee shall be promptly repaired at Lessee's expense, and if repairs are not made, the Lessor, at Lessor's option, may make the necessary repairs and submit receipts of the expense to make repairs to be paid by the Lessee.

8. Compliance with Laws

The Lessee shall comply with all applicable federal, state, and local laws, ordinances, regulations, and health codes in connection with its use of the Premises.

9. Structures Within the Right-of-Way

This Agreement does not convey rights to any permanent structures within the right-of-way (ROW), including but not limited to streetlights, sidewalks, signage, or utility infrastructure. Any use or modification of such structures must be separately authorized by the Lessor.

10. Insurance

The Lessee shall maintain general liability insurance in an amount not less than \$_____ per occurrence, naming the Lessor as an additional insured. Proof of insurance and a copy of the policy shall be provided prior to occupancy.

11. Indemnification

The Lessee agrees to indemnify, defend, and hold harmless the Lessor from any and all claims, liabilities, damages, or expenses arising out of the Lessee's use of the Premises.

12. Termination

Either party may terminate this Agreement with thirty (30) days written notice. Upon termination, the Lessee shall vacate the Premises and remove all personal property and equipment within the 30 days' notice or a reasonable time thereafter the notice period.

13. Default

If Lessee is in default of any Rent payments, Lessor may, without notice or any form of legal process, enter upon the Premises and seize, remove, and sell Lessee's goods, chattels, and equipment from the Premises or seize, remove, and sell any goods, chattels, and equipment at any place to which Lessee or any other person may have removed them, in the same manner as if they had remained and been seized upon the Premises, all notwithstanding any rule of law or equity to the contrary, and Lessee hereby waives and renounces the benefit of any law limiting or eliminating the Landlord's right of default.

14. Abandonment

If at any time during the Term Lessee abandons the Premises, Lessor may, at its option, enter the Premises by any means without being liable for any prosecution, and without incurring liability to

Lessee for damages, and may, at Lessor's discretion, relet the Premises for the whole or any part of the unexpired Term, and may receive and collect all rent payable by virtue of such reletting, and at Lessor's option, hold Lessee liable for any difference between the Rent that would have been payable under this Agreement during the balance of the unexpired Term, if this Agreement had continued in force, and the net rent for such period realized by Lessor by means of the reletting. If Lessor's right of reentry is exercised following abandonment of the Premises by Lessee, then Lessor may consider any personal property belonging to Lessee and left on the Premises to also have been abandoned, in which case Lessor may dispose of all such personal property in any manner Lessor deems proper and is relieved of all liability for such disposition of the personal property of Lessee.

15. Entire Agreement

This Agreement constitutes the entire understanding between the parties and supersedes all prior negotiations or agreements, whether written or oral.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement as of the date first written above.

City of Montgomery

Signature: _____

Name: Sara Countryman

Title: Mayor

Date Signed: _____

Lessee: _____ **DBA** _____

Signature: _____

Name: _____

Title: _____

Date Signed: _____

Address, Phone #, Email: _____

Tax ID: _____