

## LEASE AGREEMENT

This LEASE AGREEMENT is made this 10 day of September, 2018, between THE CITY OF SWEENY, a Texas municipality (Landlord) and the SWEENY ECONOMIC DEVELOPMENT CORPORATION (Tenant):

In consideration of the covenants and conditions hereinafter contained, Landlord does hereby lease unto Tenant the following described premises (Leased Premises) located in Sweeny, Brazoria County, Texas:

Office space consisting of approximately 234 square feet known as the SEDC office in Landlord's office building located at 111 W. Third St., Sweeny, Texas, and jointly with the Sweeny Chamber of Commerce of the boardroom space of 850 square feet.

(1) This lease shall be for an initial period of five (5) years beginning the 1<sup>st</sup> day of October, 2018.

(2) Tenant shall pay as rent for the leased premises the sum of SEVENTY-FIVE AND NO/100'S DOLLARS (\$75.00) per month on the 1<sup>st</sup> day of each month beginning the beginning date of the lease specified in paragraph (1) above, delivered to the Sweeny City Hall, 102 W. Ashley Wilson Road, Sweeny, Texas 77480. If Tenant fails to pay said rent by the 5<sup>th</sup> day of the month Tenant will be in default of this lease and Landlord may immediately terminate this lease.

(3) Landlord shall be responsible for the repair, maintenance and upkeep of the leased premises.

(4) Tenant will be responsible for furnishing housekeeping/janitorial services for the leased premises.

(5) Tenant may not make any modifications to the leased premises, except as approved in writing by the Landlord.

(6) Landlord shall be responsible for the payment of all taxes on the leased premises.

(7) Landlord shall be responsible for the payment of all utilities on the leased premises.

(8) Tenant shall, at Tenant's expense, fully insure its property located in the leased premises against fire and other casualty and shall maintain comprehensive general liability insurance insuring Landlord and Tenant against any liability arising out of ownership, use, occupancy or maintenance of the leased premises and all areas appurtenant thereto, with limits of liability of at least \$1,000,000.00 for each occurrence for Bodily Injury and \$1,000,000.00 general aggregate for Bodily Injury and Property Damage combined with the endorsement of comprehensive general liability. Tenant shall cause Landlord to be named as an additional insured under such policies and shall furnish Landlord with certificates of insurance with loss

payable clauses satisfactory to Landlord (a) as soon as practicable after the execution of this lease and (b) prior to the commencement of the renewal of the lease pursuant to the option provided in paragraph (10) of this lease agreement. The limit of such insurance shall not, however, limit the liability of Tenant hereunder. Tenant may carry such insurance under a blanket policy, provided such insurance has a Landlord's protective liability endorsement attached thereto. No policy shall be cancelled or subject to reduction of coverage except after (3) days prior written notice to Landlord.

(9) Tenant shall not assign this lease without the prior consent of Landlord.

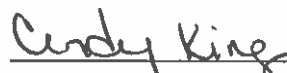
(10) The lease term shall be automatically renewed for successive one (1) year terms, upon the same terms and conditions stated herein, unless one party hereto provides written notice of termination to the other party at lease thirty (30) days prior to the expiration of the then current lease term.

(11) This lease represents the entire agreement of the parties and may not be amended except by written, mutual agreement signed by both parties.

(12) This lease shall be construed under and in accordance with the laws of the State of Texas.

LANDLORD:

CITY OF SWEENY, TEXAS

  
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BY Its City Manager

TENANT:

SWEENY ECONOMIC DEVELOPMENT COPORATION

  
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BY Its President