

## LEASE AGREEMENT

STATE OF TEXAS           §  
  §  
COUNTY OF ECTOR       §

This Agreement made this \_\_\_\_ day of December, 2019, at Odessa, Texas, by and between Ector County Independent School District, hereinafter called LESSOR, and Boys and Girls Club of the Permian Basin, hereinafter called LESSEE.

### Demise and Description of Property

(1) Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, that certain real property, hereinafter called the leased premises, situated in Ector County, Texas, and described as an approximately 8,000 square foot building located at the elementary school known as Edward K. Downing, located at Knox Avenue and 16<sup>th</sup> Street in Ector County, Texas and as depicted on the aerial view attached hereto as Exhibit "A".

### Term

(2) The term of this lease shall be for thirty (30) years unless sooner terminated as hereinafter provided, commencing upon the date of execution hereof.

### Rent

(3) For and during the term of this lease, Lessee shall pay to Lessor, as rent for the leased premises the amount of \$1.00 per year, first payment due upon execution hereof and alike payment due on the same day of each year thereafter.

### Use of Premises, Generally

(4) The premises are to be leased to be used for the operation of a Boys and Girls Club wherein Lessee, through its employees will carry on its business and restrict their use to such

purposes, and not to use, or permit the use of, the premises for any other purposes without first obtaining the consent in writing of Lessor, or Lessor's authorized agent.

#### Access to Gym and Playground

(5) In addition to its use of the Leased Premises, Lessee shall be allowed to use the existing gym and playground facilities at Edward K. Downing Elementary School during after-school hours, subject to the approval of the Principal of Edward K. Downing. Lessee shall be responsible for securing same after each use.

#### Maintenance

(6) The Lessor shall be responsible for the maintenance of the structural walls, roof, and HVAC systems of the Leased Premises. Lessee shall be responsible for all other maintenance of the Leased Premises.

#### Janitorial

(7) Lessee shall be responsible for all janitorial services for the Leased Premises.

#### Utilities

(8) The Lessor shall be responsible for the payment of all utilities to the Leased Premises. The Leased Premises will be operated in accordance with the Lessor's Energy Management Guidelines.

#### Insurance

(9) Lessee shall obtain and keep in force through the term hereof general liability insurance at its expense, covering all activities and operations of the Leased Premises, with minimum limits of \$1,000,000 for personal injury or death and full replacement value of all contents. The Lessor shall be named as an additional insured on said policy or policies.

### Indemnification

(10) Lessee shall indemnify, hold harmless, protect, and defend the Lessor and its trustees, officers, employees, representatives, agents, and affiliates for, from, and against any and all claims and damages (including reasonable attorneys fees and costs) of any nature whatsoever (including, but not limited to, property damage and loss, bodily injuries, sickness, disease, or death), directly or indirectly arising out of or in connection with Lessee's use of the Leased Premises or the conduct of Lessee's business or from any activity, work, or thing done permitted, or suffered by Lessee in or about the Leased Premises, unless caused solely by the Lessor.

### Supervision

(11) Lessee shall be solely responsible for recruiting, staffing, and supervising all of its staff and employees for use in the Leased Premises.

### Day to Day Operations

(12) The Lessor will designate the school Principal as the person that Lessee shall contact with respect to any issues that arise in connection with the day to day operations under the Lease. In the event there is a dispute that is not resolved at the campus level, the matter shall be referred to the Lessor's Superintendent or designee for resolution. The decision of the Superintendent or designee shall be final and not subject to further appeal.

### Screening

(13) Any and all staff members, employees, or volunteers of Lessee shall comply in all respects with all State and District policies and rules pertaining to adults on a school premises.

### Public Purpose and Benefit

(14) The Lessor determines that it is receiving adequate benefit by the construction and conveyance of title of the Leased Premises in return for the \$1.00 per year lease. The Lessor further

determines that the Leased Premises shall service a public purpose consistent with the Lessee's mission. The Lessor further determines that the property being lease herein is not immediately needed for school purposes.

#### Termination

(15) While it is anticipated that this Agreement will continue collaboratively for at least thirty (30) years, notwithstanding any provision of this Agreement to the contrary, the parties agree that this lease may be terminated by the Lessor at any time for any reason and or no reason at all on the giving of thirty (30) days notice to Lessee. Upon said termination, all obligations between the parties will terminate and the Leased Premises will remain the sole and absolute property of the Lessee.

#### No Assignment

(16) The Agreement may not be assigned by Lessee without the prior written consent of the Lessor.

#### Governing Law and Venue

(17) This Lease shall be governed by the laws of the State of Texas, and any dispute shall be settled in the courts of Ector County, Texas.

#### Notices

(18) All notices, certificates, requests, demands, and other communications shall be in writing and personally served by facsimiles, email, or certified mail to the following addresses:

LESSOR:

Ector County Independent School District  
802 North Sam Houston  
P.O. Box 3912  
Odessa, Texas 79760-3912

ATTN: Superintendent of Schools

LESSEE:

Boys and Girls Club of the Permian Basin  
800 East 13<sup>th</sup> Street  
Odessa, Texas 79761

ATTN: \_\_\_\_\_

No Waste, Nuisance, or Unlawful Use

(19) Lessee shall not commit, or allow to be committed, any waste on the premises, create or allow any nuisance to exist on the premises, or use or allow the premises to be use for an unlawful purpose.

Acceptance and Surrender of Premises

(20) Lessee accepts the Leased Premises in its current conditions, AS IS.

Lessor's Remedies on Lessee's Breach

(21) If Lessee breaches this lease, Lessor shall have the right to terminate this lease after giving (10) days written notice of termination and shall have the right to reenter the premises immediately and remove all Lessee's personal property therefrom.

Miscellaneous Provisions

Parties Bound

(22) (a) This agreement shall be binding on and insure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns except as otherwise expressly provided herein.

Prior Agreements Superseded

(b) This agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Counterparts, One Agreement

(c) This agreement and all other copies of this agreement, insofar as they relate to the rights, duties, and remedies of the parties, shall be deemed to be one agreement. This agreement may be executed concurrently in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Time of Essence

(23) Time is of the essence in this agreement.

WITNESS our signatures on the dates set forth below:

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

Ector County Independent School District

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

Name \_\_\_\_\_

Title: \_\_\_\_\_

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

Boys and Girls Club of the Permian Basin

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

Name \_\_\_\_\_

Title: \_\_\_\_\_