

LEASE AGREEMENT

Date: **April 24<sup>th</sup> 2018**

Landlord: **Horizon Montessori Public Schools**

Landlords Address: **2402 E. Business 83**  
**Weslaco, TX 78596**

Tenant: **JONATHAN MONTALVO**

Tenant's Address: **400 RIO GRANDE DRIVE**  
**MISSION, TEXAS 78572**

PHONE: **956.515.7571**

EMAIL: **regalvaletservices@gmail.com**

Leased Premises: **320 N. Main St. McAllen Texas 78501 Hidalgo County, Texas.**

Permitted Use: Tenant shall have the right to use the leased premises for **PARKING LOT USE ONLY and NO OTHER PURPOSE.**

Term (months): **The lease will automatically renew every thirty (30) days.**

Commencement Date: **May 6th, 2018**

Termination Date: **May 6<sup>th</sup>, 2020. Lease continues subject to the terms herein. After the termination date either party may terminate it by providing a written notice to the other thirty (30) days prior.**

Security Deposit: **NONE**

Base Rent (monthly): **\$500.00 per month due on the FIRST (1<sup>st</sup>) day of every month.**

**Amount of Liability Insurance**

**Death/Bodily Injury: \$ 1,000,000.00**

**Property: \$ 500,000.00**

Such policy shall name Landlord (and its property management company **if any** and any of its affiliates, subsidiaries,

successors and assigns designated by Landlord) and Tenant as the insureds.

**"Rent"** means base rent plus any other sums of money due Landlord by Tenant

**"Landlord"** means Landlord and its agents, employees, invitees, licensees, or visitors.

**"Tenant"** means Tenant and its agents, employees, invitees, licensees, or visitors.

**A. Tenant agrees to-**

1. Lease the premises for the entire term beginning on the commencement date and ending on the termination date.
2. Accept the premises in their present condition "AS IS," the premises being currently suitable for Tenant's intended use.
3. Obey all laws, ordinances, orders, and rules and regulations applicable to the use, condition, and occupancy of the premises, including the reasonable rules and regulations adopted by Landlord.
4. **Make the following improvements in compliance of local and state ordinances and laws. Pave the premises within 90 days of lease commencement date. Make other improvements from time to time as required by law.**
5. Pay the Base Rent on the FIRST (1<sup>o</sup>) day of each month, as outlined in Base Rent section above.
6. Pay a late charge of \$50.00 for any rent not received by Landlord by its due date.
7. Obtain and pay for all utility services used by Tenant.
8. Repair any damage to the premises caused by Tenant. Keep the premises clean and safe. Tenant shall pick up the trash in the premises.
9. Maintain public liability insurance for the premises and the conduct of Tenant's business,

naming Landlord as an additional insured, in the amounts stated in the basic lease terms and definitions.

10. Deliver certificates of insurance to Landlord before the commencement date and thereafter when requested.

11. Allow landlord access to the premises

12 Indemnify, defend, and hold Landlord harmless from any loss, attorney's fees, damages, expenses, or claims arising out of use of the premises or the operation of its business. Including but not limited to, failure to comply with laws, ordinances or rules.

13. Vacate the premises on termination of this lease and upon termination of this Lease to leave

the premises and all improvements and repairs in a clean, neat and orderly condition. Tenant acknowledges that, except for the permission

granted in this Agreement, the Tenant and its customers have no right to use the Landlord's parking lot.

**B. Tenant agrees not to--**

1. Use the premises for any purpose other than that stated in the basic lease terms and definitions.

2. (a) Create a nuisance, (b) interfere with any other property owners or tenant's normal business operations or

(c) permit any waste, or (d) use the premises in any way that is extra hazardous, would increase insurance premiums, or would void insurance.

3. Allow a lien to be placed on the premises.

**C. Landlord agrees to--**

1. Lease to Tenant the premises for the entire term beginning on the commencement date and ending on the termination date.

**D. Landlord and Tenant agree to the following:**

1. **Alterations.** Tenant will make the improvements to the premises provided in (A.) Above unless landlord provides written authorization otherwise not to alter the premises.

2. **Abatement.** Tenant's covenant to pay rent and Landlord's covenants are independent of each other. Tenant shall not be entitled to abate rent for any reason.

3. **Release of Claims/Subrogation.** Landlord and Tenant release each other from any claim, by subrogation or otherwise, for any damage to the premises, the building, or personal property within the

building, by reason of fire or the elements, regardless of cause, including negligence of Landlord or Tenant.

This release applies only to the extent that it is permitted by law, the damage is covered by insurance proceeds,

and the release does not adversely affect any insurance coverage.

4. **Notice to Insurance Companies.** Landlord and Tenant will notify the issuing insurance companies of the release set forth in the preceding paragraph and will have the insurance policies endorsed, if

necessary, to prevent invalidation of the insurance coverage.

5. **Default by Landlord/Tenant's Remedies.** Tenant's remedies for Landlord's default are to

(a) sue for damages, and (b) if Landlord does not provide an essential service for thirty (30) days after default, terminate this lease.

6. **Default by Tenant/Events.** Defaults by Tenant are (a) failing to timely pay the rent, (b) abandoning or vacating a substantial portion of the premises, or (c) failing to make the improvements within 90 days of lease commencement. (d) failing to comply with ordinance or laws. (e) failing to comply within ten (10) days after written notice with any provisions of this lease other than the defaults set forth in (a) and (b) above.

**7. Default by Tenant/Landlord's Remedies. In addition to all other rights and remedies**

**allowed by law, Landlord's remedies for Tenant's default shall include** the right to (a) enter and take

possession of the premises, after which Landlord may relet the premises on behalf of Tenant and receive the

rent directly by reason of the reletting, and Tenant agrees to reimburse Landlord for any expenditures made in

order to relet; (b) enter the premises and perform Tenant's obligations and Tenant agrees to reimburse Landlord

for any expenditures made to satisfy Tenant's obligations; (c) terminate this lease by written notice and sue for

damages; or (d) terminate the Tenant's right of possession and sue for rent. Landlord may enter and take

possession of the premises by self-help, by picking or changing locks if necessary, and may lock out Tenant or

any other person who may be occupying the premises, until the default is cured, without being liable for

damages. If Tenant fails to pay the amounts due hereunder or cars are parked in violation of ordinances or laws, Landlord shall be entitled to TOW AWAY any vehicles belonging to Tenant or

its customers from the Landlord's premises.

**8. Default/Waiver/Mitigation.** It is not a waiver of default if the non-defaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this lease does

not preclude pursuit of other remedies in this lease or provided by law. Landlord and Tenant have a duty to

mitigate damages.

**9. Holdover.** If Tenant does not vacate the premises following termination of this lease, Tenant shall be a tenant at will and shall vacate the premises on receipt of notice from Landlord. No holding

over by Tenant, whether with or without the consent of Landlord, will extend the term.

**10 Condemnation.** If during the term, the premises are taken under any governmental laws or by right of eminent domain, the lease will be terminated.

**11. Attorney's Fees.** If either party retains an attorney to enforce this lease, the prevailing party is entitled to recover reasonable attorney's fees.

**12. Venue.** Venue shall be in Hidalgo County, Texas.

**13. Limitation or Warranties.** THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY OTHER KIND ARISING OUT OF THIS LEASE, AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS LEASE. TENANT HAS INSPECTED THE PREMISES AND ACCEPTS THE PREMISES "AS IS".

**14. Notices.** Any notice required by this lease shall be deemed to be delivered (whether or not actually received) when deposited with the United States Postal Service, postage prepaid, certified mail,

return receipt requested and addressed to Landlord or Tenant at their addresses.

**15. Abandoned Property.** Landlord may retain, destroy, or dispose of any property left on the premises at the end of the term.

**16. No Joint Venture.** Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or joint

venture between the parties hereto, nor to create any fiduciary duties on the part of either party, it being

understood and agreed that nothing contained herein, nor any acts of the parties hereto, shall be deemed to

create any relationship between the parties hereto other than the relationship of Landlord and Tenant.

**17. Limitation on Landlord Liability.** There shall be absolutely no personal liability on persons, firms, or entities who constitute Landlord, or any management company acting under contract with

Landlord, or any agent, employee, officer, partner, shareholder or joint venturer of Landlord or such

management company ("Landlord's Affiliates") with respect to any of the terms, covenants, conditions, and

provisions of this Lease, or of any other events, acts, omissions, or occurrences arising from or related to

this Lease, and Tenant shall look solely to the interest of the Landlord in the premises for satisfaction of each and every right or remedy of Tenant in the event of default or other

liability of Landlord or Landlord's Affiliates. Such exculpation of personal liability is absolute and without

any exception whatsoever.

**18. Entire Agreement; Integration and Merger; Acceptance of Terms:** This Lease is an

integrated agreement, containing the entire agreement between the parties as to the matters addressed

herein, and incorporating all prior discussions and agreements. There are no agreements between the parties

that are not contained herein, and Tenant has not received or relied on any representations from Landlord or

Landlord's agents. Its terms are intended by the parties as a final expression of their agreement with respect

to such terms as are included herein and may not be contradicted by evidence of any prior agreement or

contemporaneous oral agreement. The parties further intend that this agreement constitutes the complete

and exclusive statement of its terms and that no extrinsic evidence whatsoever may be introduced in any

judicial or arbitration proceeding, if any, involving this agreement. No subsequent change, modification or

addition to this Lease shall be binding unless in writing and signed by the party to be charged. As

additional consideration for this Lease, Tenant agrees that the presence of Landlord's right to terminate and

any exercise of such right by Landlord is fair and reasonable, and Tenant waives any right to assert that

such right or the exercise thereof is inequitable or unconscionable.

**19. Security.** Landlord shall have no obligation to provide a guard service or other security measures for the premises or of the surrounding areas. Tenant assumes all responsibility for the protection

of Tenant, its customers, agents and invitees and the property of Tenant, its customers, agents and invitees.

NOTICE: THIS LEASE CONTAINS PROVISIONS PROVIDING FOR INDEMNITY IN PARAGRAPH A.12 THIS IS A LEGAL DOCUMENT. READ IT CAREFULLY. IF YOU DO NOT UNDERSTAND THE EFFECT OF ANY PART OF THIS LEASE, SEEK COMPETENT LEGAL ADVICE.



**LANDLORD:**

**Horizon Montessori Public School**

**320 N Main St., McAllen, TX 78501**

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

**TENANT:**

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

Regal Valet

Jonathan Montalvo

400 Rio Grande Drive

Mission, Texas 78572

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