

LEASE AGREEMENT

This Lease Agreement ("Agreement") is entered into on _____, 2025, by and between:

Lessor: Jefferson Independent School District, a political subdivision of the State of Texas, with its principal office at 1600 Martin Luther King Dr., Jefferson, Texas 75657 ("District").

Lessee: Blessings of Grace Marion County Food Pantry, a nonprofit organization ("Lessee").

Recitals

WHEREAS, the District owns and operates the primary building located at 304 W. Broadway St., Jefferson, Texas 75657 ("Premises");

WHEREAS, the District has established a limited open forum for nonschool use of District facilities in accordance with Policy GKD(LOCAL), which permits nonprofit organizations to use designated facilities for educational, recreational, civic, or social activities, including fundraising, when such use does not conflict with school use or District policies;

WHEREAS, Lessee desires to lease the Premises for the purpose of operating a nonprofit program to provide food assistance to students, consistent with the scope of use permitted under Policy GKD(LOCAL);

WHEREAS, this Agreement is intended to comply with all applicable Texas laws, including but not limited to the Texas Property Code and Texas Education Code, and District Policies GKD(LOCAL), GKD(LEGAL), and GKG(LEGAL);

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1. Premises

The District leases to Lessee, and Lessee leases from the District, the designated areas of the primary building located at 304 W. Broadway St., Jefferson, Texas, as mutually agreed upon by the parties ("Premises"). The Premises shall be used solely for the purpose of operating Lessee's nonprofit program, Blessings of Grace Marion County Food Pantry, to provide food assistance to students, and for no other purpose without the prior written consent of the District.

2. Term

The term of this Agreement shall commence on May 14, 2025 and expire on May 31, 2026, unless sooner terminated in accordance with the provisions of this Agreement ("Lease Term"). Lessee shall have the option to renew the lease for an additional one (1) year under the same terms and conditions, provided Lessee gives written notice to the District at least sixty (60) days prior to the expiration of the Lease Term and subject to District approval.

3. Rent

Lessee agrees to pay the District as rent for the Premises the sum of Ten Dollars (\$10.00) per month, payable in advance on the first day of each month. Payments shall be made to Jefferson Independent School District at 1600 Martin Luther King Dr., Jefferson, Texas 75657 or at such other place as the District may designate in writing.

4. Use of Premises

a. Permitted Use: The Premises shall be used solely for the operation of Lessee's nonprofit program, Blessings of Grace Marion County Food Pantry, and related activities consistent with its mission. Lessee shall not use or permit the Premises to be used for any unlawful purpose or in any manner that would void the District's insurance coverage or increase its insurance premiums.

b. Restriction on Hours: Lessee shall not utilize the Premises during regular school hours. Lessee shall coordinate with the District to ensure compliance with this restriction.

5. Access to Premises

a. Electric Key Card Access: The District shall provide Lessee with access to the Premises through an electric key card system. The District retains full control over the key card system and may deactivate or restrict access at any time, at its sole discretion, including but not limited to instances of noncompliance with this Agreement or District policy.

b. Access Monitoring: Lessee shall ensure that only authorized personnel and vetted volunteers, as described in Section 6, use the key cards to access the Premises. Lessee shall promptly notify the District of any lost or stolen key cards.

6. Volunteer Vetting

All volunteers associated with Lessee's program who access the Premises shall be vetted in accordance with Policy GKG(LEGAL) and the District's volunteer program requirements. This includes obtaining criminal history record information (CHRI) from the Texas Department of Public Safety or other authorized agencies, as mandated by Texas Education Code § 22.0835. Volunteers must provide a driver's license or other government-issued photo identification. Lessee shall submit a list of volunteers and evidence of compliance with vetting requirements to the District prior to their access to the Premises. The District reserves the right to deny access to any volunteer who does not meet these standards. Volunteers shall not perform duties until vetting is complete [Education Code 22.0835(d)].

7. Insurance

a. Liability Insurance: Lessee shall obtain and maintain during the Lease Term general liability insurance with minimum coverage amounts of \$1,000,000 per occurrence and \$2,000,000 in the

aggregate. The policy shall name Jefferson Independent School District as an additional insured and cover any liabilities arising from Lessee's use of the Premises. This requirement aligns with Policy GKD(LOCAL)'s indemnification provisions to protect the District from liability for personal injury or property damage related to nonschool use. Also required is a waiver of subrogation.

b. Proof of Insurance: Lessee shall provide the District with certificates of insurance evidencing the required coverage prior to the commencement of the Lease Term and upon request thereafter. The insurance policy shall include a provision requiring at least thirty (30) days' written notice to the District prior to cancellation or material change.

c. Property Insurance: Lessee shall maintain property insurance covering its personal property and any improvements made by Lessee on the Premises.

8. Maintenance and Repairs

a. District's Responsibilities: The District shall be responsible for maintaining the structural integrity of the Premises, including the roof, foundation, and exterior walls, as well as ensuring compliance with all applicable building codes and regulations.

b. Lessee's Responsibilities: Lessee shall be responsible for routine maintenance and repairs to the interior of the Premises affected by its use, including plumbing, electrical, and HVAC systems. Lessee shall not make alterations without prior written consent from the Superintendent, per Policy GKD(LOCAL). Lessee shall repair any damages incurred during its use and indemnify the District for repair costs, as required by Policy GKD(LOCAL).

9. Utilities

Lessee shall be responsible for the cost of utilities (e.g., electricity, water, gas, internet) used in connection with its activities, unless otherwise agreed in writing. Utility costs may be included in the District's fee schedule under Policy GKD(LOCAL). The District shall ensure utility access complies with local building codes.

10. Compliance with Laws and Policies

a. Legal Compliance: Lessee shall comply with all local, state, and federal laws, including Texas Education Code § 37.108 (school safety) and Policy GKD(LEGAL)'s nondiscrimination provisions [Civ. Prac. & Rem. Code 106.001]. Lessee shall not engage in activities that void the District's insurance or increase premiums.

b. Required Conduct: Lessee shall conduct its activities in an orderly manner, abide by all District policies, and prohibit the use, sale, or possession of alcoholic beverages, illegal drugs, firearms, tobacco products, or e-cigarettes on the Premises, per Policy GKD(LOCAL) and Policy GKA.

c. Emergency Use: In case of emergencies or disasters, the Superintendent may authorize use of the Premises by civil defense or emergency service authorities, which may supersede Lessee's use, per Policy GKD(LOCAL).

11. Approval of Use

The Superintendent has approved Lessee's use of the Premises, as authorized by Policy GKD(LOCAL). This Agreement constitutes the written use agreement required by Policy GKD(LOCAL), acknowledging Lessee's receipt and understanding of Policies GKD(LOCAL), GKD(LEGAL), and GKG(LEGAL), and the District's nonliability for personal injury or property damage related to nonschool use.

12. Disclosures

a. Floodplain Disclosure: The District [] is or [] is not aware that the Premises are located in a 100-year floodplain. If neither box is checked, Lessee should assume the Premises are in a 100-year floodplain. Even if not in a 100-year floodplain, the Premises may be susceptible to flooding. Lessee is advised to consult the Federal Emergency Management Agency (FEMA) flood map at no cost to determine flood hazard status and to seek insurance coverage for flood-related losses, as most standard insurance policies do not cover flood damage.

b. Lead-Based Paint Disclosure: If the Premises were built before 1978, Lessee acknowledges receipt of an EPA-approved pamphlet on lead-based paint hazards and a lead-based paint disclosure form, as required by federal law.

13. Termination

a. By District: The District may terminate this Agreement if Lessee fails to pay rent or breaches any material term of this Agreement, provided the District gives Lessee written notice of such default and Lessee fails to cure the default within thirty (30) days. The District may also terminate this Agreement immediately if Lessee's use of the Premises poses a safety risk or violates District policy.

b. By Lessee: Lessee may terminate this Agreement with sixty (60) days' written notice to the District, provided all rent and obligations are fulfilled up to the termination date.

14. Indemnification

Lessee shall indemnify, defend, and hold harmless the District, its trustees, officers, employees, and agents from and against any and all claims, damages, losses, or expenses, including reasonable attorneys' fees, arising out of or resulting from Lessee's use of the Premises, except to the extent caused by the District's gross negligence or willful misconduct.

15. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, including but not limited to Chapter 92 of the Texas Property Code. Any disputes arising under this Agreement shall be resolved in a court of competent jurisdiction in Marion County, Texas.

16. Notices

All notices required or permitted under this Agreement shall be in writing and delivered by hand, certified mail, or email with confirmation of receipt to the following addresses:

District: Jefferson Independent School District, 1600 Martin Luther King Dr., Jefferson, Texas 75657, Email: mfwalker@jeffersonisd.org.

Lessee: Blessings of Grace Marion County Food Pantry, Email: knightsvillewest@att.net

17. Miscellaneous

a. Entire Agreement: This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, understandings, or agreements, whether written or oral.

b. Amendments: This Agreement may not be amended except in writing signed by both parties.

c. Severability: If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

d. Signatures: The parties acknowledge that this Agreement may be executed in counterparts, each of which shall be deemed an original, and that electronic signatures shall have the same legal effect as original signatures.

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

Jefferson Independent School District

By: _____
Name: Michael Walker
Title: Superintendent of Schools
Date: _____

Blessings of Grace Marion County Food Pantry

By: _____
Name: Elizabeth Opiela
Title: Board Chair
Date: _____