

## LEASE AGREEMENT

THIS LEASE AGREEMENT is made this **1st day of September 20232025** between the **Town of Cross Roads** (hereinafter called "Lessee" or "Tenant") and **Denton Independent School District** with (hereinafter referred to as "Lessor" or "Landlord")

I. **Demise.** Lessor hereby demises, leases and lets to Lessee the premises located at 8400 Fishtrap Road, Aubrey, Texas 76227 more fully described as **Burgoon-Martin Agriculture Science Center at Star Ranch** ("Premises"), to use from **September 15-1727, 20232025**, for a term of **3 days**.

II. **Lease Covenants.** Lessee hereby agrees:

A. **Rent.** To pay a **one-time rent of \$2,000.00 ("Base Rent")** to Lessor Attention: Denton ISD Business Department, 1307 N. Locust Street, Denton Texas 76201 commencing on **September 16, 20232025**. Payment is due upon execution of this Lease Agreement. Lessor agrees to remove the pens in the Burgoon-Martin Agriculture Science Center Arena prior to **September 15**. Lessee agrees to pay any additional reasonable costs greater than **\$2,000** associated with removing and reinstalling pens in the Burgoon-Martin Agriculture Science Center Arena upon Landlord providing evidence of such additional costs.

B. **Use.** To use the Premises for the provision of services in accordance with all applicable regulations and rules of law, both State and Federal

C. **Surrender.** To peaceably deliver possession of the Premises to the Lessor upon termination of this lease, subject to ordinary wear and tear.

D. **Maintenance and Repairs.** Lessee will give reasonable notice to Lessor in the event major repairs are necessary and will provide a reasonable right of access to the Premises to Lessor in order to accomplish same.

E. **Telephone.** To provide at its sole cost all necessary telephone services to the Premises.

F. **Janitorial.** To provide at its sole cost all necessary janitorial services to the Premises.

**G. Expectations of Lessee:**

- Lessee agrees to the following:
  - Provide onsite security to ensure eventgoers remain within the designated event area and to protect Denton ISD facilities.
  - Reassemble any pens or fencing that is taken down for the event.
  - Break up and rake arena to ensure the dirt is not tamped down.

III. **Lessor's Covenants.** Lessor hereby agrees:

A. **Quiet Enjoyment.** To afford the Lessee peaceable and quiet enjoyment of the Premises, and to prevent Lessee from being disturbed by any act of Lessor or any person claiming under him/her, so long as Lessee is current in its performance of the covenants and obligations herein contained.

B. **Right of Removal.** That upon termination of this Lease, Lessor will permit

Lessee a reasonable amount of time to remove any fixtures placed on the Premises by Lessee, provided Lessee will bear the cost of repair, if any, necessitated by such removal.

- C. **Utilities.** To provide, at its sole cost, all necessary utilities to the Premises including electricity and waste disposal, excluding biohazard waste removal and telephone services. Utilities provided twenty-four hours a day, seven days a week.
- D. **Taxes** To remit all taxes that may be assessed against the Premises when such taxes become due. Any taxes assessed against the property owned by the Lessee will be the responsibility of the Lessee.
- E. **Maintenance and Repair.** Lessor will maintain the Premises in a suitable manner during the term of this Lease and will bear responsibility for minor repairs to the Premises.

IV. **Power of Re-entry.** Upon the event of effective termination for any reason as provided in Section V (five) herein, Lessee shall immediately surrender the Premises to Lessor, and it shall be lawful in any such case for the Lessor or Lessor's designee or agent to re-enter upon the Premises.

V. **Termination.**

- A. **For Cause.** Either party may terminate this Lease for cause upon thirty (30) days' prior written notice to the other party. For purposes of this section "cause" shall mean: 1) any substantial breach by a party of a material provision or covenant herein contained where such breach is not cured within **thirty (30) days** of receipt of notice; or 2) the institution of bankruptcy or insolvency proceedings by or on behalf of a party, whether voluntary or involuntary.
- B. **Mutual Consent.** The parties may terminate this Lease at any time during its effective term, upon written consent signed by both parties.
- C. **Destruction of Premises.** If the Premises are damaged or destroyed by any casualty to the extent that repair or restoration is not economically reasonable, or impossible to complete in **ninety (90) days** following such casualty, either party may terminate this Lease by giving **fifteen (15) days'** written notice to the other party.
- D. **Condemnation.** In the event the Premises or any part thereof is substantially taken or condemned by the operation of eminent domain or conveyance in lieu thereof, this Lease shall terminate on the earlier of: 1) the date the condemning authority takes possession, or 2) the date title vests in the condemning authority. All compensation awarded for the condemnation of the Premises shall be the sole property of the Lessor except that nothing herein shall operate to preclude the Lessee from prosecuting any claim directly against the condemning authority for losses sustained by the Lessee.

VI. **Alterations:** Lessor may not make alterations or additions to the Premises.

VII. **Assignment.** Lessee shall not, without prior written consent of the Lessor (which shall not be unreasonably withheld), assign or sublet this Lease or Premises in whole or part.

VIII. **Interpretation and Governing Law:** This Lease shall be construed, and all of the rights, powers and liabilities of the parties shall be determined, in accordance with the laws of the State of Texas. This Lease contains the entire understanding of the parties and supersedes all prior representations and statements between the parties, whether oral or written. If any part of this lease shall be held void or unenforceable, such part shall be treated as severable, leaving valid the remainder of the Lease.

- IX. Notice:** All notices, requests, consents and other communications required by either party and permitted under this Lease shall be in writing and shall be hand delivered, faxed, or mailed by certified mail, return receipt requested, and shall be valid on receipt.
- X. Insurance and Indemnity.** Lessee shall obtain and maintain sufficient general liability and comprehensive insurance coverage on the Premises to insure against risk of loss or damage to the Premises and Lessee's interest and obligations pursuant to this Lease. To the extent allowed by law, Lessee shall indemnify and hold harmless Lessor against any liability, claim, demand, cost, fee, or expense (including settlement payments and Lessor's attorney's fees) arising from conduct attributable to Lessee or Lessee's invitees. Lessor will notify Lessee in writing of any claim against Lessor by a third party for which indemnification is sought. Lessee shall have the right to defend any such claim at its own expense with counsel reasonably acceptable to Lessor.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed in multiple counterparts as of the day and year first above set forth.

**LESSOR:**

Denton ISD  
1307 N. Locust Street  
Denton, Texas 76201

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Signature: \_\_\_\_\_

**LESSEE**

Town of Cross Roads  
3201 US Hwy 380, Suite 105  
Cross Roads, Texas 76227

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Signature: \_\_\_\_\_