

LEASE AGREEMENT

STATE OF TEXAS

COUNTY OF TARRANT

This lease agreement ("Lease") is entered into effective the ____ day of August, 2008, by and between the Fossil Creek Little League ("Lessee") and the Keller Independent School District, a Texas public school ("Lessor"), and is as follows:

Recital:

Lessor has agreed to lease Lessee the property known as the baseball fields behind Fossil Ridge High School located at 4101 Thompson Rd. in Keller, Texas, more completely and accurately identified in Exhibit A attached hereto, ("Leased Premises"), and Lessee has agreed to compensate Lessor, all as provided herein.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

That for and in consideration of the covenants and agreements set forth herein, the sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. Lease of Premises. Lessor hereby leases to Lessee the Leased Premises upon the terms and conditions set forth herein. The Leased Premises shall consist of the property and any and all improvements to the property identified in Exhibit A.
2. Term of Lease. This lease shall be for a term from the date this Lease Agreement is executed until September 1, 2015. Provided, however, that this lease may be extended, renewed or modified by mutual agreement of the parties in writing at any time. This lease is renewable for an additional five year term at the end of the initial term. All terms of the lease, including payment for use, will be renegotiated if the lease is renewed.
3. Lease Fees. Lessee shall pay Lessor \$1,000 per year for the first three years of the lease and \$2,500 per year for the final four years of the lease, totaling thirteen thousand dollars (\$13,000.00) rental for the Leased Premises for the seven year term. The annual rental payments shall be due on November 1, 2008 and September 1 of each following year during the lease term.
4. Termination of Lease. If Lessor determines that the Leased Premises is reasonably needed for any educational and/or reasonable purpose of the Lessor, Lessor may terminate this Lease upon one hundred eighty (180) days written notice to Lessee. If the Lease is prematurely terminated

under this provision, Lessor agrees to refund a prorated portion of the Lease Fees set out above.

5. Utilities. Lessee shall pay or cause to be paid all charges for water, heat, gas, electricity, sewer and all other utilities used on the leased premises throughout the term of this lease.
6. Hold Harmless/Liability. Lessee's covenants pursuant to this paragraph are a significant and material consideration of Lessor in connection with this lease.

Lessee shall indemnify Lessor, current and future members of Lessor's Board of Trustees, Lessor's successors, insurers, agents, servants, employees, officers, legal representatives, and all those in privity with them from the damages, costs, and expenses described herein (the "Indemnified Expenses"). The Indemnified Expenses include, but are not limited to, the following expenses related in any way to the Leased Premises or any use of the Leased Premises: any damages (including exemplary or punitive damages); attorneys' fees; engineering fees; investigative fees; court costs and fees; settlement funds; deposition or discovery costs; administrative fees or charges payable to any governmental agency; all expenses associated with any lawsuit, administrative action or claim against Lessor or any of Lessor's officers, agents or employees arising from or related to Lessee's operation and maintenance of the Leased Premises or any casualty loss in connection therewith. Non-exclusive examples of the circumstances wherein Lessee shall indemnify Lessor (but not by way of limiting the generality of the foregoing) are:

- a. Any liability, claim or demand by officers, agents, volunteers, participants, employees, licensees, or invitees of Lessee relating to the maintenance or operation of the Leased Premises or the condition of the premises in and around the Leased Premises;
- b. Any liability, claim or demand by any trespasser related to the Leased Premises, its maintenance or operation;
- c. Any liability, claim or demand by officers, agents, volunteers, participants, or employees of Lessor related in any way to the maintenance or operation of the Leased Premises;
- d. Any liability, claim or demand by any person (including officers, agents, volunteers, participants, or employees of Lessor) arising by virtue of any casualty loss associated with the Leased Premises including damages or claims of damage to such persons by virtue of any such casualty loss; and

- e. Any liability, claim or demand by Lessee arising by virtue of any casualty loss to the Leased Premises or any damage to the Leased Premises caused by any officers, agents, volunteers, participants, or employees of Lessor.

The terms “Any liability, claim or demand” as used above includes all damages, including exemplary or punitive damages, all expenses associated with such liability, claim or demand, such as attorneys fees, court costs, investigation fees, deposition and court reporter expenses, fees, charges or fines by administrative agencies and any other expense or damage incurred by Lessor or imposed upon Lessor in connection with any of the circumstances for which Lessee has agreed to provide indemnity pursuant to this Lease.

- 7. Insurance. Lessee warrants and represents to Lessor that Lessee has obtained one or more policies of insurance adequate to cover the losses and liability undertaken by Lessee pursuant to this Lease. Lessee shall, upon request by Lessor, provide Lessor proof of such insurance coverage which shall consist of a policy of general liability insurance, issued by and bonded upon an insurance company licensed in the State of Texas, naming Lessor as an additional insured, and in an amount not less than \$1,000,000.00 per occurrence.
- 8. Compliance with Applicable Laws/Regulations. Lessee shall take any steps necessary to insure that the Leased Premises and any and all activities on Leased Premises comply with all applicable laws, regulations, statutes or rulings of any governmental entity during its maintenance and operation. Lessee specifically agrees to comply with the Americans with Disabilities Act (ADA). Lessee also agrees to comply with all policies and regulations of the Lessor and all of Lessor’s governing bodies including the Texas Education Agency. Lessee shall indemnify and hold harmless Lessor, current and future members of Lessor’s Board of Trustees, Lessor’s successors, insurers, agents, servants, employees, officers, legal representatives, and all those in privity, from any charges, fines and penalties imposed by any agency or government upon Lessor as a result of the maintenance and operation of the Leased Premises.
- 9. Changes, Modifications to Leased Premises. Any change or modification to the Leased Premises shall not be implemented or installed unless such change or modification is first approved by Lessor in writing. Lessee agrees to provide Lessor with adequate engineering information and specifications to permit Lessor to evaluate the impact of any change to the Leased Premises. Any and all improvements, changes, or modifications to leased premises become the sole property of Lessor with Lessor having full ownership rights and privileges both during the term of the Lease and after the termination of the Lease. Lessee agrees to return the Leased

Premises to Lessor in the same or better condition as Lessee found the Leased Premises on the first day of the Lease term.

10. **Maintenance and Upkeep.** Lessee agrees to properly care for, maintain and keep up the Leased Premises in a visibly appealing manner. Lessee has full responsibility for upkeep of Leased Premises. Lessee agrees to comply with the City of Fort Worth's Ordinance Sec. 11A-8 regarding growth of weeds and grass, Sec. 11A-9 regarding abatement of high weeds or grass, Sec. 11A-10 regarding abatement of weeds or grass in excess of forty-eight (48) inches, and Sec. 11A-11 regarding assessment of expenses. Lessee agrees to keep all grounds mowed and any and all improvements, including buildings, fences, and bleachers, in a safe and attractive manner.
11. **Uncontrolled Changes to Leased Premises.** If Lessee becomes aware of any change to the Leased Premises during the lease term, including but not limited to changed water drainage patterns or ground shifting, Lessee agrees to notify Lessor of such changes in writing reasonably promptly.
12. **Enforceability.** In the event any portion of this lease is declared to be illegal, unenforceable or invalid, such illegality, unenforceability or invalidity shall not impair or affect the legality, enforceability or validity of any other portion of this lease.
13. **Amendments.** This lease may not be amended except by written document signed by authorized representatives of the parties hereto and dated subsequent to the effective date hereof, ratifying and affirming all provisions of this lease not expressly amended thereby. Any and all amendments to this lease are subject to approval by the Lessor's Board of Trustees.
14. **Default.** In the event of a default, the non-defaulting party shall provide the defaulting party written notice of the default. The defaulting party shall have thirty (30) days from the date of such notice to cure any such default. If the default is not cured within such time period, this lease shall terminate as to the defaulting party without further notice.
15. **Notices.** All notices require or permitted by this lease or any applicable law shall be in writing and sent by first class mail or certified mail, return receipt requested, addressed as follows:

If to Lessor:

Deputy Superintendent
Keller Independent School District
350 Keller Parkway

Keller, Texas 76248

If to Lessee:

NAME
ADDRESS

16. Authority. The individuals signing this lease on behalf of Lessor and Lessee, respectively, each hereby warrant and represent to the other party that they have the requisite authority to execute this lease on behalf of the party for whom they are executing same and that by so executing this lease they can and do bind such party to all terms of this lease without limitations.

Lessor:
Keller Independent School District

By: _____
Bob Apetz
President, Board of Trustees

Lessee:
NAME

By: _____
TITLE

EXHIBIT A