

LEASE AGREEMENT

PARTIES: The parties to this lease agreement (the "Lease") are the **City of Fate, Texas** (the "Landlord") and Edwards Law, PLLC (the "Tenant"). Tenant is liable to Landlord for full performance under each and every covenant and condition of this Lease and for compliance with applicable law.

LEASED PREMISES: Landlord agrees to lease to Tenant *office space at 105 E Fate Main Place, Fate, TX 75087*, specifically: the building reception area, Office Suite A, and Office Suite B (the "Premises").

TERM: The term of this Lease commences at 12:00 a.m. on **November 1, 2021** and terminates at midnight on **October 31, 2022** (the "Lease Term").

RENTAL: The Tenant shall pay to Landlord a monthly rent of **\$828.00** (the "Rent"). The Rent shall be due on the 1st of every month. Should the Rent not be paid by the fifth (5th) day of the month, a late fee of 5 percent (5%) of the Rent shall become due and payable to the Landlord by the Tenant in addition to the Rent. Rent shall be paid at the either by mail by mailing to 1900 CD Boren Parkway, Attn: Fate Finance Department, Fate, TX 75087, or in person at the utility window of Fate City Hall, 1900 CD Boren Parkway, Fate, TX 75087.

RETURNED CHECK FEE: In the event that a check presented by Tenant is returned NSF or otherwise returned for insufficient funds, Tenant will pay to Landlord a Returned Check Fee of thirty dollars (\$30.00).

PRO RATA RENTAL PAYMENT: There is no pro-rata rental provision for late occupancy or early vacation of the Premises.

DEPOSIT: Tenant shall pay one month's Rent as a security deposit to Landlord on or before the date this Lease commences.

UTILITIES: Tenant shall additionally pay a flat fee of \$350.00 per month for utility charges or fees (the "Utility Fee"). The Utility Fee shall be due with the Rent on the 1st of every month.

USE OF PREMISES: Tenant may use the Premises for lawful purposes only, which includes office space used to conduct appropriate business activities. Tenant may not assign this Lease or sublet any part of the Premises.

PARKING: Tenant shall be entitled to use up to one (1) parking space per rented office space and one (1) parking space for the rented reception area at the rear of the building located at 105 E Fate Main Place, Fate, TX 75087, for a total of up to three parking spaces.

COMMON AREAS: The Parties agree to share common areas of the Premises, including but not limited to, the Restrooms and kitchenette ("Common Areas"), based upon availability and at the discretion of the City. Tenant agrees to leave the Common Areas in a clean and orderly condition,

including bagging of garbage and trash and disposal in the dumpster provided by the City, if one is provided. Tenant shall be responsible for turning off all lights, locking all doors, and returning thermostat temperatures to AC night temperature of 78 degrees Fahrenheit and heating night temperature of 68 degrees Fahrenheit.

CONDITION OF PREMISES: Tenant accepts the Premises in its present condition and state of repair. Tenant accepts Premises "As-Is, Where-Is".

ALTERATIONS: Tenant may not alter the Premises or install improvements or fixtures without the prior written consent of the Landlord.

INSPECTIONS: Landlord may enter at reasonable times to inspect the Premises. Landlord shall provide Tenant door keys and access codes to allow access to the Premises, which Tenant shall return to Landlord at expiration of the Lease Term.

REPAIRS AND MAINTENANCE: Landlord will repair and maintain the Premises, save and except for those conditions and damages caused by the Tenant.

CERTIFICATE OF OCCUPANCY: Tenant is responsible for obtaining a certificate of occupancy, if so required, and to pay any fees associated therewith.

COMPLIANCE WITH LAWS: Tenant shall comply with all applicable laws, restrictions, ordinances, rules and regulations with respect to occupying the Premises. Tenant will be responsible for the cost of any fines levied on the Landlord as a result of Tenant not complying with any applicable laws, restrictions, ordinances, rules and regulations incurred during the Lease Term.

Tenant covenants and agrees that it shall not engage in any unlawful use of the Premises. Tenant further agrees that it shall not permit its officers, agents, servants, employees, contractors, subcontractors, patrons, licensees, or invitees to engage in any unlawful use of the Premises and Tenant shall immediately remove from the Premises any person engaging in such unlawful activities. Unlawful use of the Premises by Tenant itself shall constitute an immediate breach of this Lease.

Tenant shall comply with all City regulations, and policies and shall coordinate with City staff with regard to arrangements for site use. Tenant covenants and agrees during the term of this Lease that if Landlord calls to the attention of Tenant any such violation on the part of Tenant or any person employed by or admitted to the Premises by said Tenant, then Tenant shall immediately desist from and correct such violation or vacate the Premises.

Each party shall be responsible for obtaining and maintaining any and all applicable permits, licenses, or approvals necessary to fulfill its own individual obligations under this Lease in accordance with any local, state, or federal statutes, rules, or regulations.

INDEMNITY: TENANT SHALL AND DOES AGREE TO RELEASE, INDEMNIFY, PROTECT, DEFEND AND HOLD HARMLESS LANDLORD AND LANDLORD'S EMPLOYEES, REPRESENTATIVES, OFFICIALS, OFFICERS, AND AGENTS (COLLECTIVELY, "INDEMNITEES") FOR, FROM AND AGAINST ANY AND ALL

THIRD-PARTY CLAIMS, LIABILITIES, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS AND EXPENSES (INCLUDING, BUT NOT LIMITED TO, COURT COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION), OF ANY NATURE, KIND OR DESCRIPTION ARISING OR ALLEGED TO ARISE BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY (1) RELATING TO THE USE OR OCCUPANCY OF THE PREMISES BY TENANT, ITS EMPLOYEES, PATRONS, AGENTS, INVITEES, LICENSEES, VOLUNTEERS, AND SUBCONTRACTORS, OR (2) BY REASON OF ANY OTHER CLAIM WHATSOEVER OF ANY PERSON OR PARTY OCCASIONED OR ALLEGED TO BE OCCASIONED IN WHOLE OR IN PART BY ANY ACT OR OMISSION ON THE PART OF TENANT OR ANY INVITEE, LICENSEE, EMPLOYEE, DIRECTOR, OFFICER, SERVANT, VOLUNTEER, OR CONTRACTOR OF TENANT, OR ANYONE TENANT CONTROLS OR EXERCISES CONTROL OVER OR (3) BY ANY BREACH, VIOLATION OR NONPERFORMANCE OF ANY COVENANT OF TENANT UNDER THIS LEASE. THIS PROVISION SHALL SURVIVE TERMINATION OF THE LEASE.

LIMITATION OF LIABILITY: EXCEPT WITH RESPECT TO TENANT'S OBLIGATIONS UNDER THIS SECTION, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY EXEMPLARY OR PUNITIVE DAMAGES FOR BREACH OF CONTRACT.

INSURANCE: Tenant shall maintain an insurance policy with the terms and limits described in **Exhibit "A"**.

DEFAULT: If Tenant fails to perform or observe any provision of this Lease and fails, within 24 hours after notice by Landlord, to commence and diligently remedy such failure, Tenant shall be in default of this Lease. Failure to pay Rent or the Utility Fee and any applicable late charges shall also constitute a default.

TERMINATION: This Lease terminates upon expiration of the Lease Term or upon Tenant's default under this Lease.

HOLDING-OVER: Tenant shall surrender possession of the Premises upon termination of this Lease. Any possession by Tenant after termination creates a tenancy at sufferance and will not renew or extend this Lease. Tenant shall pay \$200.00 per day during the period of any possession after termination as damages, in addition to any other remedies to which Landlord is entitled.

EXPIRATION: On expiration or termination of this Lease, Tenant shall surrender the Premises to the Landlord in the same condition as received, excepting normal wear and tear. Tenant is responsible for any costs incurred for repairs made necessary due to abuse, or acts of commission or omission by the Tenant, employees, invitees, or pets.

DESTRUCTION: If the Premises is rendered totally unfit for occupancy by fire, act of God, rioters, public enemies, or accident, the term of this Lease shall immediately cease upon the payment of Rent and the Utility Fee apportioned to the day of such happening.

ATTORNEY'S FEES: The prevailing party in any legal proceeding brought under or with respect to this Lease is entitled to recover from the non-prevailing party all costs of such proceeding and

reasonable attorney's fees.

DISCLAIMER OF WARRANTIES: LANDLORD MAKES NO WARRANTY OR REPRESENTATION OF CONDITION OF ANY KIND FOR THE PREMISES, EXPRESS OR IMPLIED, INCLUDING NO WARRANTY OF HABITABILITY OR SUITABILITY FOR A PARTICULAR PURPOSE.

NOTICES: All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by facsimile or electronic transmission as follows:

	Landlord	Tenant
Address:	1900 CD Boren Parkway Fate, Texas 75087	_____ _____
Email:	slawrence@fatetx.gov	_____
Telephone:	972-771-4601	_____

With Copy to:
Messer, Fort, & McDonald, PLLC
Attn: Timothy Dunn
6371 Preston Road, Suite 200
Frisco, Texas 75034

CONSULT YOUR ATTORNEY: This Lease is intended to be legally binding. READ IT CAREFULLY. If you do not understand the effect of this Lease, consult your attorney BEFORE signing.

LANDLORD: City of Fate, Texas

TENANT: _____

By: Michael Kovacs
City Manager

By: _____
Its _____

Signature:

Signature:

Date:

Date:

Exhibit "A"
Insurance

Tenant covenants and agrees to obtain and keep in force and to ensure its contractors, as applicable, keep in force for the duration of providing the Services, one or more policies of insurance as follows:

- a) **Commercial General Liability**
 - a. \$1,000,000 each occurrence
 - b. \$2,000,000 aggregate

- b) **Automobile Liability**
 - a. \$1,000,000 each accident on a combined single limit, or
 - b. \$250,000
 - c. \$500,000
 - d. Property Damage
 - e. Bodily Injury per person per occurrence

A commercial business policy shall provide coverage on "Any Auto," defined as autos owned, hired and non-owned.

Terms and Conditions Applicable to All Insurance:

- a) Certificates of insurance evidencing all required insurance shall be delivered to the City at least two weeks prior providing the Services herein.

- b) Applicable policies shall be endorsed to name the City and the Tenant as Additional Insureds thereon, as its interests may appear. The term "City" shall include its employees, officers, officials, agents, and volunteers as respects the contracted services.

- c) Applicable policies shall be endorsed to name the City as an Additional Insured thereon, as its interests may appear. The term City shall include its employees, officers, officials, agents, and volunteers as respects the contracted services.

- d) Certificate(s) of insurance shall document that insurance coverage specified in this Lease are provided under applicable policies documented thereon.

- e) Any failure on the part of the City to request required insurance documentation shall not constitute a waiver of the insurance requirements.

- f) A minimum of thirty (30) days' notice of cancellation or material change in coverage effecting the required lines and limits of insurance shall be provided to the City. A ten (10) days' notice shall be acceptable in the event of non-payment of premium. Notice shall be sent to the City Manager at the address provided in the Lease.

- g) Insurers for all policies must be authorized to do business in the State of Texas and have a minimum rating of A:VII in the current A.M. Best Key Rating Guide or have reasonably equivalent financial strength and solvency to the satisfaction of the City's Risk Management Division.

- h) Deductible limits, or self-insured retentions, affecting insurance required herein shall be acceptable to the City in its sole discretion; and, in lieu of traditional insurance, any alternative coverage maintained through insurance pools or risk retention groups must also be approved. Dedicated financial resources or letters of credit may also be acceptable to the City.
- i) Applicable policies shall each be endorsed with a waiver of subrogation in favor of the City.
- j) The City shall be entitled, upon its request and without incurring expense, to review the Tenant's insurance policies including endorsements thereto and, at the City's discretion, the Tenant may be required to provide proof of insurance premium payments.
- k) The Commercial General Liability insurance policy shall have no exclusions by endorsements that have effect on the lines and limits of insurance required in this Lease, unless the City approves such exclusions.