

LEASE AND ADMINISTRATIVE SERVICES AGREEMENT

This Lease and Administrative Services Agreement (the "Agreement"), by and between the City of Seguin (the "City"), Texas, 205 N. River Street, Seguin, Texas, and the Seguin Area Chamber of Commerce (the "Chamber"), 116 N. Camp Street, Seguin, Texas, sets forth the terms and conditions for the housing of the Seguin Convention and Visitors Bureau ("CVB"), a City department, in the Chamber building.

In consideration of the mutual promises contained in this Agreement, the City and Chamber agree as follows:

I. TERM AND TERMINATION OF AGREEMENT

1.1 The term of this Agreement shall be for Twelve (12) Months beginning October 1, 2015, and ending September 30, 2016. The City, at its option, may terminate this Lease Agreement upon ninety (90) day prior notice. If not otherwise terminated, upon ninety (90) days prior notice the Agreement may be renewed for successive one year periods.

1.2 If either party fails to comply with any term provision, or covenant set forth in this Agreement, and fails to cure said default within twenty (20) days after written notice of the default, the non-defaulting party may then terminate the Agreement upon twenty (20) days notice.

II. LEASED PREMISES

2.1 The City agrees to pay to the Chamber the sum of \$15,576.00 (Fifteen Thousand Five Hundred Seventy Six Dollars) for the office space, use of lobby, conference room and other areas of the entry level of the Chamber Building as currently utilized by the CVB. The provision of space includes janitorial services and all utilities other than telecommunications. The lease payments shall be paid in four equal quarterly payments of **Three Thousand Eight Hundred Ninety-Four Dollars (\$3,894.00)** beginning October 10, 2015.

2.2 The City shall use, and the Chamber shall make available, the premises for the operation of the CVB during hours normally used for convention and visitor's services.

2.3 The City shall not alter the premises (beyond any alterations presently existing) without the written permission of the Chamber.

III. SHARED SERVICES

3.1 The Chamber shall continue to provide the following administrative services that will be shared by the CVB: (a) Telecommunications and Internet; and (b) Receptionist.

3.2 For the fiscal year beginning October 1, 2015, the City agrees to pay to the Chamber a share of the cost for administrative services as follows: (a) an amount not to exceed \$2,359.40 for telecommunications and Internet; and (b) an amount not to exceed \$3,000 for salary and benefits for the receptionist – for a total annual amount not to exceed \$5,359.40. Upon presentation of actual costs, payments for administrative services shall be made in equal quarterly payments not to exceed **One Thousand Three Hundred Thirty Nine Dollars and 85 cents (\$1,339.85)**, beginning October 10, 2015.

IV. MISCELLANEOUS PROVISIONS

4.1 Should the City hold over the leased premises, or any part thereof, after the expiration of the term of this Agreement, unless otherwise agreed in writing, such holding over shall constitute and be construed as tenancy from month to month only. The inclusion of the preceding sentence shall not be construed as Chamber's consent for the City to hold over.

4.2 All notices provided to be given under this Agreement shall be given by certified mail or registered mail, addressed to the proper party, at the following address:

City
City Manager
City of Seguin
P.O. Box 591
Seguin, Texas 78156

Chamber
President
Seguin Chamber of Commerce
116 N. Camp Street
Seguin, Texas 78155

4.3 Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

4.4 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by the Agreement.

4.5 This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Guadalupe County, Texas.

4.6 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

4.7 No amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

4.8 This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

4.9 The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

4.10 No waiver by the parties hereto of any default or breach of any term, condition, or covenant of this Agreement shall be deemed to be waiver of any other breach of the same or any other term, condition, or covenant contained herein.

4.11 Neither the City nor the Chamber shall be required to perform any term, condition, or covenant in this Agreement so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the control of the City or the Chamber and which by the exercise of due negligence the City or the Chamber is unable, wholly or in part, to prevent or overcome.

Signed this _____ day of _____, 2015.

For the City:

For the Seguin Area Chamber:

Douglas G. Faseler
City Manager

Kendy Gravett
President