

STATE OF TEXAS

COUNTY OF GUADALUPE

**A LEASE AGREEMENT BETWEEN THE CITY OF SEGUIN AND THE
DISABLED AMERICAN VETERANS OF GUADALUPE COUNTY FOR THE
PROPERTY LOCATED AT 425 N. VAUGHAN STREET**

WHEREAS, the City of Seguin is a Home Rule Municipality incorporated in Guadalupe County pursuant to the Statutes of the State of Texas, and as such is authorized to buy, sell, and lease real property; and

WHEREAS, the Disabled American Veterans is the nation's second largest veteran service organization, and Guadalupe County Chapter 61 has over eight hundred (800) members; and

WHEREAS, the Disabled American Veterans provide services to veterans and their family members, including claims assistance, group therapy, and funeral detail; and

WHEREAS, the building that the Disabled American Veterans have utilized for over forty years has deteriorated to the point that repair is not financially feasible; and

WHEREAS, the City of Seguin owns a vacant building at 425 N. Vaughan Street, which previously served as a fire station; and

WHEREAS, the City of Seguin believes that allowing the Disabled American Veterans to utilize the surplus property constitutes a public benefit;

FOR AND IN CONSIDERATION of the premises and mutual agreements, covenants, and conditions hereinafter set forth, the parties hereto contract agree as follows:

1. **Premises:** Disabled American Veterans (hereinafter "DAV") shall lease real property from the City of Seguin (hereinafter "the City"). The leased premises shall be the former fire station located at 425 N. Vaughan Street, Seguin, Texas (hereinafter "the property"). The property does not include the pole barn located at the rear of the premises.
2. **Use & Commencement of Occupancy:** The property shall be used as offices and meeting space for the Guadalupe County Chapter of the DAV. Before commencing with the provision of services, DAV must obtain a certificate of occupancy from the City of Seguin. To secure a certificate of occupancy, DAV must comply with the covenants set forth below in Section 9(a)(i), 9(a)(ii) and 9(a)(iii).

3. **Compensation:** As consideration for this lease, DAV agrees to pay the City one dollar (\$1.00) per year, payable on or before January 1st of each year of the lease, commencing July 1, 2009.
4. **Duration:** This lease is for ten (10) years, commencing on the July 1, 2009. At the conclusion of the lease, DAV may exercise an option to extend the lease for additional one-year periods.
5. **Termination:** This lease may be terminated by either party upon receipt of written notice three hundred sixty five (365) days prior to the termination date.
6. **Indemnification:** DAV agrees to indemnify and hold the City harmless from any damages occurring from the alleged negligence of DAV, its agents, volunteers, servants and employees, in regards to this lease.
7. **Transferability:** The rights and obligations created by this lease may not be transferred or assigned to another party without the express written consent of the City. This lease shall extend to and be binding upon the parties and their respective successors and assignees.
8. **Venue:** This lease shall be interpreted and executed in accordance with the laws of the State of Texas and the ordinances of the City of Seguin, Texas. Venue and jurisdiction of any suit or right or cause of actions arising under or in connection with this lease shall be exclusively in Guadalupe County, Texas, and any court of competent jurisdiction shall interpret this lease in accordance with the laws of the State of Texas.
9. **Clauses & Covenants:**
 - a. DAV agrees to:
 - i. At its own expense, bring the property into compliance with the electrical standards set forth in Article III, Chapter 18 of the Code of Ordinances, City of Seguin, Texas, prior to opening the property to the public.
 - ii. At its own expense, bring the property into compliance with the fire prevention standards set forth in Articles II and IV, Chapter 50 of the Code of Ordinances, City of Seguin, Texas, including the installation of emergency lighting, the installation of illuminated "EXIT" signs, and the placement of fire extinguishers, all prior to opening the property to the public.
 - iii. At its own expense, bring the property into compliance with the Americans with Disabilities Act Accessibility Guidelines and the Texas Accessibility Standards, prior to opening the property to the

public. This includes: widening interior doors to thirty-two (32) inches; installing a ramp to one front entrance; installing a ramp from the rear exit door; installing a ramp from the interior of the property into the "garage" area; and installing ADA compliant hardware throughout the property.

- iv. Maintain all utilities for the property, including water, wastewater, and electricity, in the name of the DAV, and timely pay all utility bills. The DAV will also be responsible for payment of solid waste pickup at the property.
- v. At its own expense, keep the property mowed, the trees trimmed, and the exterior in good repair.
- vi. At its own expense, maintain the property and its fixtures, including heating, air-conditioning, water heater, electrical, roofing, and plumbing systems, so that said system are in compliance with Chapter 18 of the Code of Ordinances, City of Seguin, Texas; and allow the City of Seguin and its agents to make inspection to ensure compliance.
- vii. At its own expense, maintain general liability insurance covering all operations under this contract whether such operations be by itself or anyone directly or indirectly employed by it. The minimum acceptable limit of liability shall be ONE MILLION DOLLARS (\$1,000,000.00). Such liability insurance shall name the City of Seguin as an additional insured.

b. DAV agrees not to:

- i. Use the property for any purpose other than that stated in this lease.
- ii. Create a nuisance or permit any waste.
- iii. Use the property in any way that is extra-hazardous, would increase insurance premiums, or would void insurance on the building.
- iv. Alter the property without the City's written consent, which may be given by the City Manager.

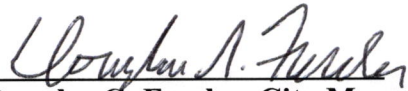
10. **Amendment of Lease:** This lease may be amended only by an instrument in writing and signed by the City and DAV.


11. **Entire Agreement:** This document represents the entirety of the lease between the City and DAV. No oral or other written contracts outside of this lease shall have any effect unless they are approved in writing by both parties and made a part of this lease.

In witness whereof, the parties have signed and executed this Agreement this, the 7th day of May, 2009.

CITY OF SEGUIN

Guadalupe Chapter of the
DISABLED AMERICAN VETERANS


Douglas G. Faseler, City Manager
City of Seguin


President
Guadalupe Chapter of the
Disabled American Veterans

ATTEST:



ATTEST: